

AGREEMENT TO SALE

Zone	Rate Rs. /- Per. Sq. Mtrs.	Government Value Rs/-
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Agreement of Sale for **Flat No. _____** in **"UDYOG BRAMHA"**, Building, Situated at Gut No. 4 Situated at village Mustafabad, Tal. & Dist. Aurangabad

The Real Consideration is Rs.44,00,000/- (Rupees forty four lakhs Only)

This Agreement to Sale is executed today on dated / /2021 at Aurangabad,

BETWEEN

M/s. Shree Anand Associates LLP – a limited liability partnership firm , having its Registered Office at Udyog shri Complex, Sutgirni Main Road , Garkheda, Aurangabad 431005.through its Partners (**PAN NO. AEIFS5417H**)

1) Mr. Rajendra Fakira Patil, Age: 55 years, Occu: Business R/o. "Susheela" Plot No 40/41, Sukhad Sahwas Nagar, Garkheda Aurangabad.

2) Mr.. Anil Popatlal Munot, Age: 54 years, Occu: Business, R/o. Jijamata Colony, Aurangabad

(Herein after called as **PLOT OWNERS/BUILDER/GRANTOR**, which expression shall unless repugnant to the context or meaning shall thereof mean and include their legal heirs, executors, directors, administrators and attorneys and assignees, etc.)

AND

1. **MR.** _____, Age: ____ years, Occupation : _____, PAN : _____ , Aadhar No. _____

&

2. **MRS.** _____, Age: _____ years, _____ Occupation: _____, PAN : _____ , Aadhar No. _____ both R/o: _____.

(Hereinafter called **"THE PURCHASER/ALLOTTEE"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees, etc.)

The Promoter and Allottee shall hereinafter collectively be referred to as the **"Parties"** and individually as **"Party"**

AND WHEREAS, the above mentioned property in Schedule-A and purchased the same under registered sale deed No. 69 dated 04.01.2001 from Smt. Pushpa Prakash Kale and name of vendor is recorded in 7/12 extract by sanctioning mutation entry No. 254 dated 20.06.2001 in Revenue record.

The power of attorney holders have received the rights in respect of the said land under the Registered Agreement No. 02713 dated 08.07.2004 and M/s. Shri Narayan Constructions – partnership firm also executed registered General Power of Attorney in favor of Mr. Anil Popatlal Munot and Shri. Vasantrao Kishanraoji Ingole and said power of attorney is registered at day book Sr. NO. 2714 dated 08.07.2004. As such the power of attorney holders have right, title and interest in respect of the said property. The said power of attorney is continuing and irrevocable one. The said development agreement was cash development agreement and no share of any kind was given to M/s. Shri Narayan Constructions. The power of attorney holders have paid entire consideration amount to M/s. Shri Narayan Constructions.

The same land was purchased by the firm **M/s. Shree Anand Associates LLP** vide registered sale deed dated 19/04/2021 Vide Sr. No. 3148-2021,

AND WHEREAS, that on 21/09/2021, Collector of Aurangabad converted the Land in to Non-Agricultural (N.A.) use vide its Order No. JA.KR.2021/NAP-34/AKRUSHIK/MAUJE MUSTAPHABAD TAL.AURANGABAD/P.K 35/21.

AND WHEREAS, Layout Plan of above plots was approved by the town planning authority of the Aurangabad Municipal Corporation, vide their Order No. **JAKRA/MANAPA/NRVI/SSNR/2471/2020 on dated 21/12/2020.**

AND WHEREAS, the permission for construction is obtained from the Aurangabad Municipal Corporation, Aurangabad by the file No. 106/17/2021-22 dated 15/07/2021 vide Commencement Certificate/Permit No. 313/2021-22 and accordingly the construction also has been commenced.

AND WHEREAS the Deed of Declaration U/s.2-A of the Maharashtra Ownership Act 1970 came to be executed and registered at **Daybook No. _____** on dated **___/___/2021** at the Office of the Sub-Registrar No. _____, Aurangabad and thereby proposed buildings/project nomenclature as **“UDYOG BRAMHA”**, is submitted to the provisions of the Maharashtra Ownership Act, 1970. Allottee has read all the contents in the Deed of Declaration and is abiding by all rules & regulations therein.

AND WHEREAS the Promoter had executed **SPECIAL POWER OF ATTORNEY** which is registered at Office No. _____ of the Sub-Register Aurangabad by day book No. _____ -**2021** on dated **___/___/2021**, in favor of **MR. _____ & MR. _____**

Any one of this two is eligible for submission, present and registration of Agreement to Sale/Sale Deed and other necessary documents at the office of the Sub-Registrar, Aurangabad for and on behalf of the Promoter.

AND WHEREAS by virtue of aforesaid documents of title the promoter being land owner and developers has the sole and exclusive right to develop, construct and allot/sell the Flats, 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 of the Flat and to receive the consideration in respect of the said Flat.

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 Government or any 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 lien or charge on the entire land.

AND WHEREAS the Promoter is entitled and enjoined upon to construct residential buildings named as “UDYOG BRAMHA” in accordance with the recitals hereinabove.

AND WHEREAS the Promoter is in possession of the said land on which the project “**UDYOG BRAMHA**” being constructed.

AND WHEREAS the Promoter has proposed to construct the ‘Residential Building- having Stilt Parking, Stilt First floor, Stilt Second floor, Stilt Third floor, Stilt Fourth floor, Stilt Fifth floor for Flat Nos. 101,102,103 and so on

AND WHEREAS the Allottee is offered an Flat bearing number____, along with **Parking No** (as per Schedule-D and Parking Map Annexure in Deed of Declaration) hereinafter referred to as the ‘Flat’ in the Building called “**UDYOG BRAMHA**”(hereinafter referred to as the said ‘Building’)being constructed by the Promoter, as per **SCHEDULE-B**)

AND WHEREAS the Promoter has appointed Engineer registered with the any Local Authority.

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 the said Property and has granted the Title Certificate to the said scheme.

The Promoter has registered the Project “**UDYOG BRAMHA**” under MAHARERA on **dated** / /**2021 Number P51**_____ have been annexed hereto and marked as **ANNEXURE-A**.

AND WHEREAS the Promoter has already shown all the documents to the Allottee and Allottee has seen, inspected and understood all the documents

of title relating to the **“UDYOG BRAMHA”** project and the plans, the sale deeds, other documents, title report and all documents mentioned in the same, the NA 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 all documents related to title to him and his legal advisor who has gone through all required documents, etc. and investigated the same and is fully satisfied about the same.

AND WHEREAS the authenticated copy of the Commencement Certificate of the said project as approved by the Aurangabad Municipal Corporation have been annexed hereto and marked as **ANNEXURE-B**.

AND WHEREAS the clear Floor plan showing the project which is intended to be constructed and to be sold and the Flat which is intended to be bought by the Allottee is in the said Building which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the Flat stated that the Allottee intends to purchase and the Allottee shall have the right to claim the same for is marked as **ANNEXURE-C**.

AND WHEREAS the specifications of the Flat agreed to be purchased by the Allottee and amenities have been annexed and marked as **ANNEXURE-D**.

AND WHEREAS while sanctioning the said plans Aurangabad Municipal Corporation 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 Aurangabad Municipal Corporation.

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the Aurangabad Municipal Corporation 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 FlatNo. ____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 Flat No.____in the Building **“UDYOG BRAMHA”** being constructed on the said plots.(which is more particularly described in **Schedule-B** hereunder written).

AND WHEREAS the carpet area of the Flat as per MAHARERA definition is _____**Sq. M.**and the "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat.

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 Under Section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of the Flat with the Allottee, being in fact these presents and also to register the said agreement.

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 **Flat No.____in the said building.**

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-D.**

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

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/Flat, 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 to the allottee. 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 Allottee 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 the Flat 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 allottee in respect of his Flat in the said project.

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

AND WHEREAS in case there is increase in the FSI, the Promoter 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.

AND WHEREAS in case additional FSI/TDR is granted/available to the said Land, the Promoter/Developer/GPA Holder alone can raise additional construction on the building and sell the same and no flat owner/association 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. The Promoter/Developer/Builder/GPA Holder have right to build flat on upper terrace and that after upper terrace of constructed treated as a common terrace.

AND WHEREAS the Promoters also showed the proposed building plans of the construction to the allottee and the allottee 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. The Allottee applied to the Promoters for the purchase/allotment of the Flat in the Said **“UDYOG BRAMHA”** project for the consideration and by abiding the terms mentioned hereunder, the Promoters agreed therefore.

AND WHEREAS the allottee has read and understood all the terms and conditions of the deed of declaration executed under Maharashtra Flat Ownership Act, 1970.

AND WHEREAS the Allottee 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 Flat in the said “**UDYOG BRAMHA**”, project; and the allottee has no right to object to allot such Flat/s 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 parking/terraces/side marginal open spaces adjacent to same flat exclusively sold/given for exclusive right of enjoy to any of the Allottee except the common amenities and facilities agreed to be provided by the Promoter to the allottee as per this Agreement. The said parking/terraces/side marginal adjacent open spaces 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/FLAT

1.1 The Promoter shall construct the said building/s 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 Flat 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 FLAT:

2.1 The Allottee hereby agrees to purchase the Flat in the said project **Flat No. in “UDYOG BRAMHA”**, having Area which is more particularly described in **Schedule B** and the floor plan of the Flat is annexed hereto and marked as **ANNEXURE “C”** for a **consideration of Rs. _____/- (Rs. _____ Only)** excluding Stamp Duty and Registration Fees for registration of Agreement to Sale/Sale Deed and GST as applicable that is Rs. _____/- (Rs. _____ only) 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 C**.

2.2 The total aggregate consideration amount for the said Flat is **Rs. _____/- (Rs. _____ Only)**.

That, the sale price mentioned above is excluding Stamp Duty and Registration Fees for Registration of Agreement to Sale/Sale

Deed/Conveyance Deed and GST as applicable and has nothing to do with the area of the said Flat.

2.3 MANNER OF PAYMENT:

Amount of consideration for the Flat of **Rs.**_____ -

(Rupees_____ Lakhs Only) to be paid in the following manner:

Amount	Stage of Construction in % of Work
	On or before execution of agreement 10%
	On PlinthSlab 15%
	On First Slab 15%
	On Second Slab 15%
	On Brick Work 15%
	On Plaster 15%
	On Finishing Work 10%
	On or Before Possession 5%

2.4 That, out of the agreed sale price, the Allottee has paid **Rs.**_____/ - **(Rs._____ Only)** as advance payment to the **PLOTOWNERS/BUILDER/GRANTOR** as under:

DATE	BY CASH / CHEQUE NO.	AMOUNT	CHEQUE DRAWN ON (BANK NAME)
	TOTAL		

2.5 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 Flat, 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 up to the date of handing over possession of Flat.

2.6 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.

2.7 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.

2.8 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 either by discounting the consideration of the flat or by postponing payment installment as per schedule of the said flat.

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 Allottee 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 Allottee to abide by the above payment schedule only and it will not be altered by the Purchaser. The Allottee 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 Allottee shall make all the payments to the Promoter by Demand Draft only or by local cheques. If the Allottee 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 they 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 Allottee or Housing Finance Companies/Banks, etc.

3. **MODE OF PAYMENT:**

The Flat Allottee shall make all the payments to the Promoter by Demand Draft only or by local cheques drawn in the name of **KALPAK MS. SHREEANAND ASSOCIATES LLP- UDYOG BRAMHA, AXIS BANK Branch GARKHEDA in Current A/C No. 921020038782668, IFSC CODE No. UTIB0001731**. If the Allottee 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 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. 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.

The allottee is bound to pay all the payment in time as agreed upon or as called. On failure, the builder/Developer shall be entitled to terminate the agreement and recover loss thereby caused to him. **Time is being made the essence of this contract explicitly.** On all or any late payment the allottee shall be liable to pay 12% interest per annum on the delayed period.

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

6. DISCLOSURE AS TO FLOOR SPACE INDEX:-

6.1 The **“UDYOG BRAMHA”**, Project Land is 3000.00 Sq. Mtrs. The building to be constructed is Stilt Parking Floor to Stilt Fifth Floor on the land of **“UDYOG BRAMHA”** project. The Promoter has disclosed the Floor Space Index of **1.81** may be utilized by him on **“UDYOG BRAMHA”** Project.

So it is hereby made clear that the Promoter shall have the right to use this remaining FSI, of entire land, along with FSI available on payment of premiums or incentive FSI (by implementing various schemes as mentioned in the Development Control Regulation), and paid FSI or based on expectation of increased FSI, which may be available in future on remaining project/s of entire land.

6.2 The Promoter shall have right to utilize entire existing infrastructure and facilities provided in the said **“UDYOG BRAMHA”** 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.

6.3 There shall be common facilities in the entire land in between the said projects/associations and the same is described in the **SCHEDULE D** hereunder written. Each Allottee of all projects in the entire land will have proportionate undivided share in the common facilities and the respective land and will have to pay the common maintenance charges.

6.4 As stated above for the purpose of organizing maintenance of the common facilities with their respective land common among all projects which includes, transformers, garden space in layout and security etc. An apex body/federation/private trust/any other legal entity will be formed by the Allottee 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. **SPECIFICATIONS AND AMENITIES:**

The authenticated copies of the specifications of the Flat agreed to be purchased by the Allottee and common amenities for the project, have been annexed and marked as **SCHEDULE D**.

8. **POSSESSION OF THE FLAT:**

8.1 The Promoters herein shall complete the construction of the Flat in all respects on or before **dated 31/12/2026** provided that the Allottee 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 Allottee shall not raise any dispute or litigation, complain, etc. regarding the common amenities or any common areas etc. Even after occupying the 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 unit. It is agreed parties hereto that if the Promoter fails to give possession of the said unit in accordance of period mentioned hereinabove, further 6 (Six) Months period shall be extended/allowed for completing the construction of said unit in all respects. Even then the Promoter fails to give possession of said unit to the Allottee 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 unit to the unit purchaser till the handover of 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 unit in all respects after the aforesaid date, if the completion of the building in which the unit is to be situated is delayed on account of:-

- i) The Allottee committing any default in payment of installment as mentioned here in above.
- ii) Any extra work to be carried out in the said unit as per the requirement and at the costs of Allottee /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. Lock down due to pandemic diseases or any other reason.
- 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.

8.2 PROCEDURE FOR TAKING POSSESSION: The Promoter, upon construction of entire Building/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 Flat, 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 Flat within 15 days of the written notice from the Promoter to the Allottee intimating that the Flat is ready for use 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 Flat 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 Possession to the Allottee.

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.

8.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF FLAT: Upon receiving a written intimation from the Promoter as per clause the Allottee shall take possession of the Flat 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 Flat 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.

8.4 **COMPENSATION:-**If the Promoter fails to abide by the time schedule for completing the said **“UDYOG BRAMHA”** project and handing over the Flat 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.

9. **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 Flat to the Allottee and the common areas to the association of the allottees.

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 Payment Schedule herein above. (“Payment Plan”).

10. **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 either by Registered Post AD at the address provided by the Allottee or/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.

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 Flat which may till then have been paid by the Allottee to the Promoter subject to following:

10.1 If the Allottee has taken loan from any bank, financial company, institute, etc. then in case of termination/cancellation of the Flat by Promoter, the consent from the said bank, financial company, institute, etc for resale of the Flat 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.

10.2 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 Flat will also be considered as damages/loss of the Promoter in addition to other loss and expenses.

10.3 In case of termination of this agreement for any reason, taxes such as Stamp Duty, registration fee, LBC/LBT, service tax, GST (CGST, SGST, and IGST), VAT etc. already paid /reimbursed or otherwise shall not be refunded by the Promoter to the Allottee.

10.4 In case of the cancellation of the Flat, 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 Flat. The Allottee irrevocably agrees to the same.

Except the aforesaid amount, the Allottee will have no right on the Flat, or 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.

11. DEFECT LIABILITY:-

11.1 As described in MAHA RERA 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 as per MAHA RERA Clause 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 Flat/building/premises by the Allottees, abnormal fluctuations in the temperatures, abnormal heavy rains, natural calamity and/or any modification or alteration done inside or damage due to Furniture/alteration by himself or other Flat outside the Flat, 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.

Provided, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced after 1 (one) month from the date of Completion Certificate. Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the Flat 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 Flat 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 Flat below or any other affected Flat/s.

11.2 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 Flat only. On no account goods are to overflow on common areas.

12. FORMATION OF ORGANIZATION OF FLAT HOLDERS:

12.1. The Allottee along with other Allottee(s) of Flats 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.

12.2 The Promoter shall execute Deed of Flat 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 Flat in the said Building of said **“UDYOG BRAMHA”** along with undivided proportionate share in **“UDYOG BRAMHA”** land proportionate to total carpet area of the **“UDYOG BRAMHA”** land in which the Flat is situated, subject to rights of the exclusive use of parking of respective Allottees.

12.3 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 Flats 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.

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.

13. **CONVEYANCE OF THE FLAT:**

13.1 The Allottee along with other Allottee(s) of Flats 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.

13.2 The Promoter shall execute Deed of Flat 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 Flat in the said Building of said **"UDYOG BRAMHA"** project along with undivided proportionate share in **"UDYOG BRAMHA"** project land proportionate to total carpet area of the **"UDYOG BRAMHA"** Project land in which the Flat is situated, subject to rights of the exclusive use of parking of respective Allottees.

14. **PAYMENTS/ DEPOSIT FOR TAXES, CESS AND OTHER OUTGOINGS ETC.**

14.1 Within 15 days after notice in writing or intimation is given by the Promoter to the Allottee/s that the Flat 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 **"UDYOG BRAMHA"** building, namely local taxes, betterment charges, or such other levies by the concerned local authority and/or Government, NA 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 **"UDYOG BRAMHA"** and building/s. This amount does not include supply of water if by water-tankers, maintenance of STP, OWC and UGWT, property taxes of individual Flat 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 Flat.

14.2 The Promoter or such person nominated by the Promoter will maintain a separate account of the maintenance charges of **Rs.1,50,000/- (Rs. One Lakh Fifty Thousand Only)** 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 calculated on basis of Per Sq. Mtr., of Carpet Area of Flat decided by Promoter/Association and the balance amount if any will be handed over to Association.

14.3 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.

14.4 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 Flats, the Allottee herein agrees to the same.

14.5 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. bore well, 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 Flat and the same will be billed and collected in advance. The collection may be, in advance, on quarterly/half-yearly or yearly basis.

14.6 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 Flat until the charges are paid.

14.7. The Promoter shall develop the open space and construct, or other such facility for use of all the allottee/s in all the projects of the layout. The said open space and facilities like common parking etc shall 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 to be formed. 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 (plus service tax, GST-CGST, SGST, IGST as applicable) per month for the outgoings/ maintenance and upkeep of the said facilities. The Allottee has hereby agreed to pay to the Promoter or person/agency appointed by the Promoter such charges in advance for upto 24 months, on or before taking possession of the Flat, 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 facilities of the Open Space and 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.

15. Deposits by Allottee with Promoter for Society/Associations:

The Allottee shall pay to the Promoter a lump-sum of **Rs. 23,000/- (Rs. Twenty Three Thousand only)** 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, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance. All the expenses relating to conveyance or any other documents, to be executed, such as stamp duty, LBC, registration fees and other incidentals etc. shall be borne and paid exclusively by the Allottee.

16. 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 **“UDYOG BRAMHA” Building**; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the **“UDYOG BRAMHA”** and also has actual, physical and legal possession of the **“UDYOG BRAMHA”** 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 **“UDYOG BRAMHA”** land.
- iv. There are no litigations pending before any Court of law with respect to the **“UDYOG BRAMHA”** land.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the **“UDYOG BRAMHA”** 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 **“UDYOG BRAMHA”** 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 **“UDYOG BRAMHA”**, 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 **“UDYOG BRAMHA”**, including the said Project and the Flat 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 Flat 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 **“UDYOG BRAMHA”** 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 **“UDYOG BRAMHA”** has been received or served upon the Promoter in respect of the **“UDYOG BRAMHA”** except those disclosed in the title report.

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 Flat agreed to be purchased by him as per the terms of the Agreements. The Allottee has hereby given his irrevocable consent there for.

17. **COVENANTS AS TO USE OF THE FLAT:**

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

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

ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which 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 is situated, including entrances of the building in which the Flat 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 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 Flat and maintain the Flat 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 Flat is situated or the Flat 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 Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Association. After possession of the Flat 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.

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 Flat/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.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the **“UDYOG BRAMHA”** and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the **“UDYOG BRAMHA”** and the building in which the Flat is situated.

vii. 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 Flat is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.

ix. 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 Flat 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.

x. 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 Flats 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 lay down by the Association regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

The Allottee/s shall not be entitled to claim possession of the Flat until the completion certificate in respect of the Flat is received from Aurangabad Municipal Corporation and the Allottee pays all dues payable under this agreement in respect of the Flat 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 Flat to the Promoters and signed the possession documents, bonds, receipts, etc.

xi. Even after the conveyance of the **“UDYOG BRAMHA”** on which the building in which Flat 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 **“UDYOG BRAMHA”** or any part thereof to view and examine the state and condition thereof.

xii. 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.

xiii. Till a separate electric meter or a water meter is installed/allotted by the MSEDCL, 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 Flat. The Allottee is made aware that such charges are normally more than regular charges as same being considered as commercial use.

xiv. If after delivery of possession of the Flat, 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.

xv. 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 Flat. 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.

xvi. The Allottee/s shall not enclose the terraces adjacent to the Flats in any manner.

xvii. 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.

xviii. The Allottee shall not erect dish or other antennae outside the Flat/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. If promoter allowed to allottee will erect dish/antennae as per his convenience.

xix. After Possession, the Allottee shall fully insure the Flat at his/her own cost with any insurance company and the Association shall insure the entire building.

xx. The Allottee shall use the Flat 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.

18. 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.

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

20. 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.

21. NAME OF THE PROJECT/BUILDING:

The name of the project on entire land shall be **“UDYOG BRAMHA”** and the name of the building on the said **“UDYOG BRAMHA”** as per sanctioned, and for the sake of convenience this building shall be called **“UDYOG BRAMHA” Building**. 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

22. The Flat Allottees hereby agree and irrevocably empower the Promoter and anyone of its Partner as power of attorney holder of the Flat Allottee to execute any document, letter etc. thereby permitting the Promoter to utilize balance or additional FSI of the said entire 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 Flat 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.

23. The Allottee has been made aware that as per Aurangabad Municipal Corporation 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.

24. Before delivery of possession of the Flat the Allottee shall get satisfied himself/herself/themselves about the correctness of the carpet area of the Flat and about the quality of construction work and specifications/amenities provided in the Flat, 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.

25. After the possession of the Flat/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 Flats in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

26. The Allottee has hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the entire 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.

27. It is also understood and agreed by and between the parties hereto that terrace space above the said building shall not be common and Promoter can use this terrace as the Terrace Garden Hotel, Mobile Tower or/and any other purpose as Promoter may fit.

28. It is specifically agreed between the Parties hereto that even if before completion of the entire scheme or sale of all Flats, should the Association be registered/formed and or conveyance is executed, then for the unsold Flats 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 Flats. Also the allottees of such Flats shall be liable to pay outgoings/maintenance from the date of allotment and delivery of possession.

29. 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 MSEDCL, water connection from Aurangabad Municipal Corporation, municipal property tax assessment and re-assessment, for the Flat 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 Aurangabad Municipal Corporation, Collector, Road, Water, Building Tax assessment, Government and Semi-Government departments, MSEDCL, official, Environment, pollution board, Corporation etc. and the same shall stand ratified and confirmed by the Allottee herein.

30. 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).

31. 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 Flat 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.

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 Flat.

32. 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.

The Allottee shall submit the said certificate to the Promoter before taking the possession of the Flat/Flat 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.

33. 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.

34. 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.

35. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

The Promoter after execution of this Agreement shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.

36. 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.

37. **ENTIRE AGREEMENT :-** This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Flat/building, as the case may be.

38. **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.

39. **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 Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

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

41. **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 Flat to the total carpet area of all the Flats in the Project.

42. **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.

43. **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.

44. 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's **Aurangabad**, the Allottee/s shall carefully check and verify the contents of the documents, his/her name, address, I.T. PAN Nos., the Flat/flat, details etc. to be appeared in the Index. 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.

45. 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.

46. **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.

47. 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.

48. It is hereby made clear that whatsoever is mentioned above in this agreement, relates to **"UDYOG BRAMHA"** only. Hence Allottee has no right

etc. on the land of entire land except **“UDYOG BRAMHA” Building**. Promoter has the right and freedom to change planning etc except **“UDYOG BRAMHA” Building** land.

49. **DISPUTE RESOLUTION:** - Any dispute between parties shall be settled amicably. In case of failure to settle 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, there under.

50. **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 Act, 1970, the rules made there under from time to time, as the case may be.

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 “UDYOG BRAMHA” (WHICH IS SUBJECT
MATTER OF THIS AGREEMENT):

All that piece and parcel of land situated at Gut No 04 admeasuring total 3000 Sq Mtrs (30 Gunthe) Village Mustafabad, Tal and Dist Aurangabad, within local limit of Aurangabad Municipal Corporation and bounded as below

EAST	:	Land of Yusubuddin
WEST	:	Shiv of satara
NORTH	:	Land of Ahir Mawani Mustafabad
SOUTH	:	Land of Syed Ahmed.

SCHEDULE “B”
DESCRIPTION OF THE ‘Flat UNDER SELL’ (WHICH IS SUBJECT
MATTER OF THIS AGREEMENT):

Flat No., ___ of carpet area as per MAHARERA admeasuring ____ Sq. Mtrs., Net Built Up Area is ____ Sq. Mtrs., for 7/12 extract Built Up Area is ____ Sq. Mtrs., undivided Land Sharing ____ in the **“UDYOG BRAMHA”** with ____ parking space situated at ____ floor, to be constructed upon the **“UDYOG BRAMHA”** described in Schedule above. The Flat is more particularly shown in the plan hereto annexed as **ANNEXURE-C** in red color boundary line.

On or Towards East :

On or Towards West :

On or Towards North :

On or Towards South :

SCHEDULE “C”

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

1. Internal Roads and Side Margins.
2. Common drainage, water and electrical lines lying for all the projects in the said layout.
3. Security cabin for security guard and entrance Gate.
4. Open Spaces/Garden Area.
5. Rain Water Harvesting Pits and Compound wall of entire Project.
6. Common Street Lights and Garden Lights with Electric Line.
7. RCC frame work of the building.

ANNEXURE-D

SPECIFICATION OF THE MATERIAL AND AMENITIES TO BE USED FOR THE FLATS:-

1. The building has RCC frame structures with outer walls of 0.15 M thick and internal walls and walls of balconies are 0.10 M thick.
2. Inside surfaces of walls and RCC work are finished with cement plaster with Gypsum patra Punning. There will not be cement plaster for ceilings.
3. External surfaces of walls and RCC work are finished with sand faced cement plaster.
4. Front door of teak wood frame of outer size 1.0 M x 2.1 M and decorative laminated flush door with branded latch. Water proof laminated door frame for bed rooms and granite door frames for W.C, Bath, Toilets. RCC door frames for Balconies and terrace. Water Proof plywood or flush doors for beds and fiber doors for WC, Bath, Balconies and terraces.
5. Three track Powder coated aluminums sliding windows with M.S. grill.
6. Vitrified tiles 600 mm* 600 mm flooring in hall, bedrooms, Kitchen room and passage with 0.075 M skirting of respective flooring material in all rooms. There will not skirting for balconies. Matt finish ceramic tiles flooring for terrace.
7. Bathrooms are provided with anti skid ceramic tiles flooring and also of colored glazed tiles up to 2.1 M height. There will be Shower and mixer cock for hot and cold water.

8. WC has white colored glazed tiles flooring and dado up to 1.2 M height. 0.50 M Orissa WC pan with one bibcock and half turn cock.
9. Granite kitchen platform, with colored glazed tiles dado up to 1.2 M to the front and side face of the wall on the kitchen otta.
10. There will not be RCC loft in any room or on toilet unit.
11. Parking and side marginal land will be finished by machine pressed cement pavers.

12. **ELECTRIFICATION:**

- | | | |
|----|---------------|---|
| 1. | Living Room | 2.L.P. + 1F.P + TV.P + Bell P. + Plug Point. |
| 2. | Bed Room | 1 L.P. + 1N.L.P. + 1F.P. + AC point + Plug Point. |
| 3. | Kitchen | 1L.P. + 1F.P. + Power Point + 3 Plug Point. |
| 4. | Passage/Basin | 1L.P. |
| 5. | Bathroom | 1L.P. + Power Point. |

Extra light points and power points will be charged for Rs. 600/- and Rs. 1,000/- respectively.

13. There will be false ceiling for Living room (@ Rupees 25000/-). Also there will be kitchen trolley for kitchen Otta (@ Rupees 25000/-) as per the norms decided by the builder.

SANITATION, PLUMBING AND WATER SUPPLY

There will be the bore well with submersible pump at the suitable place at ground level from which water is supplied directly to the overhead water tank having partition in it for bore well water & Municipal water. There will be an underground water tank @ 2500 liter capacity for collecting the water form Municipal Supply (**subject to availability water in water line of local body**). There will be also the pump on the underground water tank to lift the water at overhead water tank @ 3000 liter capacity having partition in it, from which all the flats/Flat are supplied water.

One tap of the overhead water tank (Bore Well Water) is provided to WC, Bathroom, and Wash Basin. There will be two taps in Kitchen sink for collecting the Municipal Supply water and bore well water from overhead water tank.

One colored washbasin of standard size is provided in each flat. All drainage pipes will be PVC and SWR pipes. 'B' class G.I pipe and CPVC pipe for water.

PAINTING

Inside walls & ceiling will be finished with premium emulsion. Outside plaster and RCC work will be finished with Acrylic paint. All steel and woodwork will be painted with synthetic enamel oil paint.

In Witness of the execution of this Agreement to Sale the parties hereto have put their signatures hereunder on the day and date stated hereinabove.

PROMOTER	PHOTO
M/s. Shree Anand Associates LLP	
1) Mr. Rajendra Fakira Patil	
2) Mr. Anil Popatlal Munot	

ALLOTTEE	PHOTO
1.	
2.	

WITNESS	PHOTO
1.	
2.	