Zone No.:_____,
G.V.: Rs._____/-
Total Consideration: Rs._____/-

AGREEMENT TO SALE

THIS AGREEMENT TO SALEIS MADE AT AURANGABAD on this __ day of _____, 2017.

BETWEEN

Mrs. Sweetykaur W/o. Kuljitsingh Daroga
Age: 42 years, Occ.: Agri.
R/o. Plot No. 05, Gurucharan Niwas, Near Gurutegbahadur School, New Ousmanpura , Kranti Chowk, Aurangabad
PAN No. AEWPT3987K
Through her GPA Holder

a. Sham S/o.Nanasaheb Deshmukh Age 55 years Occ:Business,
b. Nitin S/o.Harishchandra Deshmukh Age:-44 years Occ:-Business,
c. Smt.Yashoda W/o.Dnyaneshwar shinde Age:-36 years Occ:-Business

All Partner of M/s.Lakshyavinayak Developers
Having their registered office at Raj Apartment, Town Center, G Sector, CIDCO, Aurangabad.

Hereinafter referred to as **"the seller no.1"**(which expression shall, unless it be repugnant to the context and meaning thereof shall deemed to mean and include the heirs, executors, administrators or their or his assigns etc.) of the first part

AND

1. Sham S/o.Nanasaheb Deshmukh Age 55 years Occ:Business,
2. Nitin S/o.Harishchandra Deshmukh Age:-44 years Occ:-Business,
3. Smt.Yashoda W/o.Dnyaneshwar shinde Age:-36 years Occ:-Business
   All Partner of M/s.Lakshyavinayak Developers PAN NO. AAFFL3522R
   Having their registered office at Raj Apartment, Town Center, G Sector,
   CIDCO, Aurangabad.

Hereinafter referred to as "the **seller no.2"** (which expression shall, unless repugnant to the context, be deemed to mean and include the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators of the last surviving partner, their or his assigns etc.)

AND

_____
_____
_____
_____
_____

Hereinafter referred to as **"the Purchaser(s)/allottee"** [which expression shall unless repugnant to the context thereof mean and include their executors, legal heir, successors, assigns etc.] of the other part;

1.DEFINITIONS AND INTERPRETATIONS:

1.1 **Definitions:** The terms listed below when used in this agreement shall have the meanings attached to them.

1.1.1 **Additional FSI** means the FSI(Floor Space Index) available to the seller in respect of the plot after execution of this agreement or at any time in future by changes in ratio according to the laws and development rules.

1.1.2 **Agreement** means this Agreement to sale and includes the recitals, schedules, annexure or exhibits annexed thereto and any written amendment made to this Agreement.

1.1.3 **Apartment** means the unit specifically described in **Schedule-II** hereunder written.

1.1.4 **Association** means the association form and established as per the provisions of the Maharashtra Apartment ownership Act.

1.1.5 **Building** means the building constructed and situated in the project under the name and style as **"Building ___"**.

1.1.6 **Building permission** means the subdivision/building plan sanctioned in respect of the project in no.245/17/2018-19 vide Commencement Certificate No. 813/2018-19 dated 20/10/2018 By the Aurangabad Municipal Corporation.

1.1.7 **Built-up Area of Apartment** means the permissible area available for construction of apartment as per the competent authority norms, which is also mentioned in Schedule-II.

1.1.8 **Carpet Area** means the carpet area of the flat as mentioned in deed of declaration.

1.1.9 **Common Area Share** means the proportionate share of the apartment in the common area.

1.1.10 **Common Area of Building** means the area of building which consists of entrance lobby, staircase, area under lift, underground tank & tower, passage, parking and other area as defined in deed of declaration and stated in **Annexure-I**.

1.1.11 **Deed of declaration** means the deed of declaration in respect of the project executed and registered with sub-registrar office at Aurangabad at Day Book Sr.No.6170/2018 dated 17/11/2018 with all amendment either at present or in future carried out in the said deed of declaration and same is annexed herewith as **Annexure-IX.**

1.1.12 **Development Agreement** means the development agreement executed with sub-Registrar office at Aurangabad at Day Book Sr. No.7785/2017 dated 16/12/17.

1.1.13 **Developers share** means the share of the seller no.2 in the constructed building in the project towards which the following apartment transferred to the exclusive share of the seller no.2

i)Shops:- AS-4,5,6,7

ii)Flat Unit No.A - 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32.

iii) *Row house in B Building B-1, 2, 3, 8*

iv)Row house in C Building C-5, 6, 7, 8, 9

iv)Share in *Store of Basement of building A adm.84.03 Sq.Mtr.*

1.1.14 **Due Date** means the date, which is intimated by the seller to the purchaser either by mobile communication/message, telephone, fax, email or by post, on which the payment of part consideration amount mentioned in such intimation held to be due and payable by the purchaser as per this agreement.

1.1.15 **Force majeure** means the construction and development of the building or apartment is if delayed or hampered on account of i)Non availability of steel, cement, other building material, water or electric supply; ii) War, natural calamities, force majeure, Civil Commotion or act of God; iii) Any notice, order, rule, notification of Aurangabad Municipal Corporation, CIDCO or Govt. and/or other public or competent authority including the authorities under, Collector to stop the construction; iv)Delay in grant of any NOC/ permission / license / connection / installation of any service such as electricity and water connections and meters to the building or completion certificate from appropriate authority; v)Delay or default in payment of instalment amount or other dues by the purchasers(s) under these presents(without prejudice to the right of the Seller/Developer to terminate these presents.); vi)Any act beyond control of the Seller; vii) any other force majeure events.

1.1.16 **General Power of Attorney** means the power of attorney executed with sub-Registrar office at Aurangabad at Day Book Sr.No.7786/2017 dated 16/12/17.

1.1.17 **Limited or Restricted Common Area of Apartment** is part of the common area upon which the Purchasers(s) shall hold a type of easement which gives him/her exclusive usage rights excluding the other apartment owner and which is specifically described in

Annexure-I hereunder written. It will also be called as Independent area or exclusive utility area.

1.1.18 **land** means the land specifically described under **Schedule–I.**

1.1.19 **Non agricultural permission** means the NA permission issued by virtue of Sanad issued by Additional Tehsildar at Aurangabad vide outward no.2018/JAMA-2/PARI.B/CR-96, dated 29-10-2018.

1.1.20 **Owners Share** means the share of the seller no.1 in the constructed building in the project towards which the following apartment transferred to the exclusive share of the seller no.1

i)Shops:- 1,2,3,and 8

ii)Flat Unit No. A - 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27,29,31.

iii) *Row house in B Building B-4, 5, 6, 7*

iv) Row house in C Building C-1, 2, 3, 4

iv)Share in *Store of Basement of building A adm.76.41Sq.Mtr.*

1.1.21 **Possession Date** means 30 months from the date of registered agreement to sale.

1.1.22 **Project** means the **"GURUCHARAN HERITAGE"** project constructed over the said land in accordance with building permission which consist of four building including A, B, and C.

1.1.23 **Percentage** means the percentage mentioned in Annexure-II for which total consideration price shall be 100%.

1.1.24 **Present construction stage** means, out of stage mentioned in Annexure-II, the stage, of which the construction work is in progress or at finishing stage and below that stage in bracket ( ) "Present construction stage" is written.

1.1.25 **Statutory Charges** means the charges or expenses towards stamp duty, registration charges, VAT, Sale Tax, Local Body Tax, Service Tax, GST and include any other tax liability at present or in future arose in respect of the sale of the apartment or required for transfer of the apartment and shall further include any other addition and increase in above charges or taxes demanded or time to time demanded by the Govt., semi-govt, or local authority including Municipal tax and other revenue charges and taxes to be paid in respect of the apartment.

1.1.26 **Saleable Area** means the carpet area of the apartment.

1.1.27 **Specification** means the specification attached herewith below **Annexure-VII.**

1.1.28 **Title deed** means the family partition which is registered with sub-Registrar office at Aurangabad at day book Sr.No.4054/2015 dated 18/06/2015 and correction deed to said partition deed which is registered with sub-Registrar office at Aurangabad at day book Sr.No.1939/2017 dated 5/04/2017.

1.1.29 **Total FSI** means the FSI available at present in respect of the plot.

1.2 **General Interpretations:** In this agreement, except to the extent that the context otherwise requires:

1.2.1 As used in this agreement, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require.

1.2.2 The captions in this agreement are for convenience and reference only and in no way define, limit or describe the scope of this agreement and shall not be considered in the interpretation of this agreement or any provision hereof.

1.2.3 All prior undertaking and agreement written or oral between seller and purchaser(s) are merged in this agreement and this agreement shall supersede over all prior agreement or understanding.

1.2.4 If any provision or part thereof of these Terms and Conditions is held to be illegal or unenforceable, the enforceability of the remainder of the provision of these conditions shall not be affected.

1.2.5 References to a statute, ordinances or other Law shall be deemed to include any references to a statute, ordinance or other Law as amended, supplemented or replaced from time to time.

1.2.6 All the schedules and annexure shall be in accordance with and not in derogation of the main clause of this agreement, any contrary statement under schedule and annexure shall be invalid.

1.2.7 References to Clauses, Annexure and Schedules to Clauses in and annexure and schedules to this Agreement unless the context requires otherwise and they shall always be deemed to form part of this agreement.

1.2.8 The headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.2.9 The registered agreement to sale and terms and conditions mentioned in the registered agreement to sale shall supersede this agreement to sale, as this agreement is executed for bank loan clearance purpose.

WHERE AS by virtue of the title deed the seller no.1 is the absolute owner and possessor of the land bearing Gut no.167/2, to the extent of area admeasuring area 0 H 38 R (3800 Sq.mtr. approx) situated at Village Harsul, Tq. And Dist. Aurangabad Aurangabad, which is more particularly described in the **Schedule-I** hereunder written.

And Where As by virtue of development agreement the seller no.1 has granted development right of the land to the seller no.2.

And where as the seller no.1 has further executed General Power of Attorney in favour of seller no.2 thereby appointed the seller no.2 as his attorney for to execute agreement to sale or sale deed of the developers share flat.

And where as the seller have obtained the non agricultural permission and building permission of the land and thereby started construction and development of the project which consist of

building having shops and apartment and entire project is to be governed as per the provisions of the Maharashtra Apartment Ownership Act by virtue of Deed of Declaration.

AND WHERE AS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter no.2 is in possession of the project land.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____; authenticated copy is attached in Annexure 'VIII'.

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/buildings.

AND WHEREAS by virtue of the Development Agreement/General Power of Attorney the seller no.2 has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the sellers on the project land and to enter into Agreement/s with the purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof to the extent of developers share/ AND WHEREAS by virtue of the Development Agreement/General Power of Attorney the seller no.1 has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the sellers on the project land and to enter into Agreement/s with the purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof to the extent of owners share;

AND WHEREAS on demand from the purchaser, the seller no.2/seller no.1 has already given inspection to the purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the sellers Architects Mr.Pankaj Chavan 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 thereunder and purchaser is/are satisfied about the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the seller below Annexure-III, authenticated copies of Village Forms 7/12 below Annexure-IV, building plan below Annexure-V, floor plan below Annexure-VI and specification below annexure VII are annexed hereto.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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 shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

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 where as the seller has agreed to sale and the purchaser/s has/have agreed to purchase by way of agreement __ **BHK** apartment bearing Flat no.____ in the building which is described in **schedule-II** hereunder written at and for a mutually agreed total consideration price of Rs._____/-(In words Rupees _____ only), subject to the terms and conditions mentioned hereunder.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:-

2. The Seller herein has agreed to sale and the purchasers has/have agreed to purchase by way of agreement __ **BHK** apartment bearing Flat no.____, in the building, which is specifically described in **Schedule-II** hereunder written, which is delineated in the red colour boundary line on the floor plan attached herewith as **Annexure-VI**, at and for a mutually agreed consideration amount of Rs._____/-(In words Rupees _____ only). The consideration price shall be for saleable area only. The Purchasers(s) has/have upto the time of this agreement paid the amount of Rs._____/-(In words Rupees _____ only) towards part consideration. The balance consideration amount of Rs._____/-(In words Rupees _____ only) shall be paid by the Purchasers(s) to the seller no.2 in percentage as per stage wise payment schedule mentioned in Annexure-II . The Annexure-II shall further described detail amount received from the purchaser. The delayed payment of part consideration amount shall carry interest @ 15% per

annum. The possession of the flat shall be delivered on possession date. The possession date shall be extended in case of any contingency under force majeure clause arose and if payment of installment as provided in Annexure-II is not made in time. Notwithstanding anything contained in respect of possession date the period of one year shall be deemed to be reasonable period of delay from the possession date upto which the possession of the flat may be handed over by the seller to the purchaser and upto such period the purchaser shall not raise any grievance or protest against the seller for delayed possession. The payment upto present construction stage will be released by purchaser within 15 days of this agreement. The possession may be delivered earlier than possession date if the same is completed earlier and the purchaser shall on receiving intimation of same shall pay full and final consideration amount and other charges mentioned in this agreement. The Purchasers(s) herein shall pay the aforesaid remaining consideration amount as mentioned in stages below Annexure-II on due date. Payment in time is the essence of this Agreement.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the 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. The Allottee 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.

4.2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail

address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of 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. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall, refund to the Allottee, within a period of thirty days of the termination, the amount remain after deducting 10% of the consideration amount from the total instalments which may till then have been paid by the Allottee to the Promoter.

5. The purchasers(s) agreed to purchase by way of agreement the apartment consist of Specifications attached herewith as **Annexure-VII.**

6. The Purchasers(s) at his/her/their discretion and cost may avail housing loan from Bank / Financial Institutions. The Purchasers(s) shall endeavour to obtain necessary loan sanctioned within 15 days from the date of this agreement. The payment of remaining consideration amount to the Seller by the Purchasers(s) shall not be linked with housing loan availed/to be availed by the Purchasers(s). It will be the sole responsibility of the Purchasers(s) to pay the balance consideration amount either through Bank or directly to the Seller. In case the Purchasers(s) is/are unable to obtain a Housing Loan, for whatsoever reason, because of which he/she/they is/are unable to keep up with the Payment Schedule agreed herewith, the Seller reserves the right to cancel the agreement as per the termination clause without any prior notice.

7. **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the total consideration 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 to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment/Plot to the Allottee. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing after receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of Allottee to take Possession of Apartmen Upon receiving a written intimation from the Promoter as per clause 7.1, 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. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

8. **RIGHTS, OBLIGATIONS AND REPRESENTATIONS OF THE PARTIES:**

8.1 Notwithstanding anything contained herein to the contrary, it is hereby agreed and recorded that the Seller has and shall always have the absolute right to develop the project without any hindrance whatsoever either from the Purchasers(s) or anyone else acting through the Purchasers(s).

8.2 The Purchasers(s) has/have given unequivocal, unconditional free Consent for formation of Association of Apartment owners by these presents.

8.3 It is admitted and confirmed by the Purchasers(s) that the building shall be governed by the provisions of Maharashtra Apartment Ownership Act, by forming the association and all the Apartment owners shall be members of an association. The Association shall be governed through Deed of Declaration which is/will be executed by the Seller and verified by the purchasers. The said Deed of Declaration & by Laws (with amendments, if any) shall be binding upon the present Purchasers(s) and to all the prospective purchasers(s) of Apartments. The purchasers(s) has/have also granted right to seller or appointed the Seller as his Power of Attorney to carry out necessary amendment time to time in deed of declaration. The restriction, limitation and ban imposed by the association or the govt. Authority for non utilization of any common area or limited common area devolve upon or to the purchasers by this deed shall not be ground for the purchasers to claim refund of amount or termination of this agreement.

8.4 The Purchasers(s) hereby upon execution of this agreement to sale confirms that the Purchasers(s) has/have personally verified all the contents of Deed of Declaration which are understood by him/her/them/it. The said Deed of Declaration and any subsequent amendment to it, are admitted by the Purchasers(s). The execution of the present agreement shall be subject to the terms and conditions of Deed of Declaration.

8.5 The Seller herein have obtained sanction of the building plans in respect of the buildings the Seller herein shall continue to construct and complete the construction of the building in accordance with the plans, designs and specifications approved by the concerned authority which have been seen and approved by the Purchasers(s) subject to such alterations and modifications as the Seller in its sole discretion may think fit and necessary or may be required by the concerned local authority/Government to be made in it or any of it. The Purchasers(s) hereby gives his/her/their irrevocable consent to the Seller herein to carry out such alterations, modifications in the sanctioned plan/s of the said proposed building, as the Seller in its sole discretion think fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order and request made by the local authority, planning authority, competent authority or Government or any officer of any local authority. Provided that any change in area, size, shape, location of the flat purchased by the purchaser shall be with the consent of the purchaser.

Notwithstanding anything contained in this agreement, the FSI ratio as per the development rules is changed and increased upto 1.10, the sellers shall be entitled to construct the additional floor in the building in which the apartment of purchaser is situated as per the revised FSI and the revised building permission in that regard shall be

taken by the sellers for which the sellers have already applied and for that purpose no separate consent of the purchaser shall be required as the said intention is cleared and intimated to the purchaser prior to booking the said apartment. The necessary changes in the building permission in that regard, without affecting the changes in the apartment, shall be done by the sellers and construction accordingly shall be carried out by the sellers and constructed floor shall be sold to the prospective purchaser for which no objection in future shall be taken by the purchaser at that terms only the apartment is agreed to sale to the purchaser.

8.6 The maintenance and management of common area of the building shall be performed, carried out and managed by the association of which the purchasers shall pay the maintenance amount as per decision of the association in that regard.

8.7 The seller shall be entitled to restrict or limit any part of common area to be the limited or restricted common area for any particular apartment or apartment owner for which the purchaser shall have no objection and no any specific consent of the purchaser shall be required.

8.8 The total FSI or additional FSI, if any remains unutilised; in that event, the Seller shall have right to transfer or sale the same or use it anywhere in the project or building or in the added phases of the project or any other project being constructed by the seller. The Seller shall also have right to bring the FSI/ TDR from outside in the building or project and construct building or apartment/unit from the said TDR by loading over terrace, the Purchasers(s) shall not raise any objection, obstruction and/or dispute for the same at any point of time and will co-operate with the Seller in this regard.

8.9 The Purchasers(s) undertakes that if any Certificate, Order, Affidavit, No-Objection or any other document that may be required to be produced in respect of the apartment, building or the project or completion of it or to perform all the undertaking in this agreement, under any Act or Rules, the Purchasers(s) herein will produce or execute the same within the stipulated period under such Act/Rules or as per requirement of the seller.

8.10 The Purchasers(s) hereby declares that he/she/they has/have gone through the Agreement and all the documents related to the land, the project and of the Apartment agreed to be purchased by the Purchasers(s) and he/she/they has/have understood the contents, terms and conditions of the Agreement and the Purchasers(s) after having fully satisfied about the same decided to purchase the Apartment referred hereinabove.

8.11 The purchasers shall not demand or claim supply of any essential infrastructure facility like actual water supply, and actual electricity supply (which shall be responsibility of municipal corporation and electricity board) from the seller and the seller shall not be responsible for supply of the same. The seller shall act only as facilitator to provide electricity meter and connection i.e too at the cost and expenses of the purchasers. However the infrastructure work of drainage pipe line, water pipe line, electricity cabling to the flat and building will be provided by the seller at the cost of the purchasers as an infrastructure work cost which shall be separate to this consideration price.

8.12 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.

8.13 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.

8.14 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over physical possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

8.15 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/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment 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 1 (c) herein above. ("Payment Plan").

9. The Purchasers(s) shall be liable to pay the actual Electricity meter and connection charges in respect of the said apartment at the time of date of possession or Execution of Sale Deed or as and when for the same purchaser will apply. The association formation charges shall be paid separately by the purchaser to the sellers.

10. The Purchasers(s) agrees that in case of joint purchase the joint Purchasers(s) shall be treated as one single person for the purpose of the Agreement. Failure to pay the balance consideration price of the said apartment shall be deemed as failure to pay by that amount by

both jointly and severally and all the terms and conditions of this agreement shall be applicable to both purchasers(s) jointly and severally.

11. Covenant of Seller

11.1 The Seller shall deliver possession of the Apartment at the time of execution of Sale deed of Apartment subject to receipt of entire consideration amount in respect of the said apartment as well as all other charges and dues payable under this agreement by the Purchasers(s).

11.2 The seller's title over the said land and apartment is clear and marketable and free from all kind of encumbrances. The seller has not created any charge over and upon the said apartment.

12. COVENANTS OF THE PURCHASERS(S)

The Purchasers(s) do hereby covenant with the Seller:

12.1 To maintain the Apartment at its own cost in good tenable condition from the date of possession and shall not do or suffer to be done anything in or to the building/ wing in which the Apartment is situated or in staircase or any passage, which may be against the rules, regulations or bye-laws of the Association.

12.2 To protect the important parts of the building/wing such as columns, beams, external walls, slabs or RCC padres' or other structural portion in the said Apartment and/or building/s and not to damage those structural portions. Also not to damage water proofing, floor, tiles, etc., which will result in leakage in the building and thereby weaken the existing structure constructed and due to those acts there is a danger to the structure so constructed.

12.3 Not to carry out any activity or structural change or additional structure inside the apartment or in the building which harmful for structure of building and which is in violation of any local laws or development rules by the activity or working of the Purchasers(s), the Purchasers(s) shall solely be responsible & liable for the consequences of it.

12.6 To bear and pay statutory charges or any other tax, levy, charge or fine which are imposed by the concerned local authority and/or Govt. And/or other public authority imposed for whatever reason in respect of an apartment or Purchasers(s) liability and further from the date of this agreement and onwards to pay the property taxes or any other charges/premia or amount demanded by the municipal corporation or CIDCO on the said apartment and in common with other flat owners towards building or project.

12.7 To observe and perform all the rules and regulations, bye-laws which Association of Apartment Owners 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/s and the Apartment therein and as far as necessary under local acts & rules.

12.8 To use the Parking space for parking the Vehicles only as allowed by the grantor and/or association and for no other purpose whatsoever;

12.9 Not to store in the said apartment and the structure thereon any goods which are of hazardous, combustible, offensive, or dangerous nature or goods which are objected by the Local or other Authority concerned or of such other type or nature so as to damage the construction or structure or storing;

12.10 Not to bring or cause to be brought any heavy motor vehicle/ heavy transportation in the building common area except for the limited purpose of transporting furniture, fixtures and other household items and after taking prior permission of the association;

12.11 To forthwith remove or stop any obstruction, objection, nuisance etc., created or caused by the Purchasers and its occupants or students as required by the Association, and/or by the occupants suffering inconvenience on account of such clause;

12.12 Not to interfere with the established drainage pattern in the building;

12.13 Not to put out, display or exhibit or store any materials in the balconies or the attached terrace so as to be unsightly and disturb the external appearance of the building or otherwise;

12.14 Not to fell, cut down, destroy, imperil, damage, injure or replace any trees, shrubs, plants unless permitted to do so by the Association;

12.15 To observe and perform all the terms and conditions and covenants to be observe and perform by the Purchasers as set out in this agreement to sale;

12.16 To apply the water connection and water facility directly from the concerned local authority at their own cost and expenses;

12.17 The delay in possession of apartment due to force majeure clause shall be accepted by the purchasers and they shall not claim any damages or claim or possession at agreed period in that regard.

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

12.19 The name of building shall not be changed by any one.

13. TERMINATION/CANCELLATION CLAUSE

13.1 On the Purchasers(s) committing default in payment of balance consideration price as and when demanded by the seller any instalments of consideration or remaining/balance consideration amount or any other charges due & payable by the Purchasers(s) to the Seller under this Agreement and the Purchasers(s) committing breach of any of the terms herein contained the Seller shall be at liberty to terminate this Agreement at any point of

time. The Seller shall also be entitled to terminate this Agreement on account of nuisance by the Purchasers(s). The purchaser shall also be entitled to terminate this agreement on account of delay in possession if such delay is not covered in terms and conditions of this agreement regarding delay. In case of termination or cancellation of agreement as above the seller shall deduct the 10% out of consideration price paid by the purchasers as a cancellation charges. Further, the Seller shall not be liable to repay any Government charges such as Stamp Duty, Registration Charges, and other statutory charges etc. Upon termination of this Agreement, under this clause, the Seller shall be at liberty to sell the said Apartment to any other person of their choice and at such price as the Seller may deem fit and the Purchasers(s) shall not object for the same. Any balance remaining after the deduction of charges mentioned above will be refunded by the Seller without any interest and only after the cancelled apartment/flat shall be purchased by another person.

14. **NOTICES**

All the notices shall be served upon the purchaser on the address mentioned in title clause below the name of purchaser or on mobile number or email or by fax of the purchaser. Any change in the address shall be intimated by the purchaser to seller no.2 by written notice. The notice issued on the above address shall deemed to be service of the notice to purchaser and receipt of issuance shall be conclusive proof in that regard. Same shall be applicable vice versa to the seller no.2.

15. The statutory charges shall be paid by the purchasers only. Provided above shall be exclusive of consideration amount of the apartment and the purchasers(s) shall be liable to bear and pay the same separately as and when demanded by the seller or required as per law. The Purchasers(s) shall attend and clear any of the proceeding/s regarding statutory charges in respect of the Apartment at any time at his/her/their own cost and expenses and the Purchasers(s) shall personally liable for any decrease or increase of any penalty and any dispute which may arise out of statutory charges.

SCHEDULE – I

All the piece and parcel of the the land bearing Gut no. no.167/2, to the extent of area admeasuring area 0 H 38 R (3800 Sq.mtr. approx) situated at Village Harsul, Tq. And Dist. Aurangabad, the Boundaries of the said land are as follows:

East:- Portion from same land belong to Kuljitsingh Ranjitsingh Daroga;
West:- Land of Manjitsingh Ranjitsingh Daroga;
South:- Land of kuljitsingh daroga and Others House;
North:- Pisadevi Road.

SCHEDULE –II

[Description of the said apartment]

__ BHK apartment bearing Flat No._____ admeasuring carpet area about _____ Sq. Mtr., situated on stilt First floor of Building located in Project "GURUCHARAN HERITAGE", situated at land Gut no. no.167/2, Village Harsul, Tq. And Dist. Aurangabad, which is bounded as:

East :
West :
North :
South :

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR HANDS ON THE DAY, MONTH AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED & DELIVERED
BY THE WITHINNAMED
Signature of Seller No.1 and 2

1. Sham S/o.Nanasaheb Deshmukh

2. Nitin S/o.Harishchandra Deshmukh

3. Yashoda W/o.Dnyaneshwar shinde

In the capacity of
GPA holder of Seller No.1 Mrs. Sweetykaur W/o. Kuljitsingh Daroga
And Partners of M/s.Lakshyavinayak Developers

OR

The seller No.1

Mrs. Sweetykaur W/o. Kuljitsingh Daroga

Signature of Purchasers(s)

_____

IN THE PRESENCE OF WITNESS:

1) _____

2) _____

ANNEXURE-I

COMMON AREAS AND FACILITIES OF BUILIDING:-

1. The footings, RCC structures and main walls of the Building.
2. Staircase, passage, entrance lobby, parking etc., as per deed of declaration.
3. Common drainage, water and electrical lines.
4. Common underground water storage tanks and plumbing machinery, pumps etc.

LIMITED COMMON AREAS AND FACILITIES OF APARTMENT:-

1. Balcony, boxes, attached terrace as prescribed/lobby, porch, passage etc in case of row house.

Annexure-II

Sr No.	Percentage	Construction stage
1	30%	At execution of agreement to sale (including Rs._____/- paid at booking)
2	15%	End of Plinth work
3	10%	part consideration amount on start of stilt fist floor slab of building
4	15%	part consideration amount on completion of all slabs
5	5%	part consideration amount on start of Internal work of building
6.	10%	At the time of external plaster and plumbing
7.	10%	At the time of completion of electric feeting, plumbing, sanitary of the apartment
7	5%	Part consideration amount At the time of possession or sale deed
	100%	Total Consideration Amount

Annexure-III Title Report

Annexure-IV 7/12 extract

Annexure-V Building layout plan and Commencement certificate

Annexure-VI Floor Plan

Annexure-VII Specification

Annexure-VIII Copy of Registration Certificate

Annexure-IX Deed of Declaration

Annexure-X NA Order