

||श्री गणेशाय नमः||

AGREEMENT FOR SALE

THIS DEED OF AGREEMENT TO SALE IS MADE & EXECUTED AT AURANGABAD ON___DAY OF_____2021

Zone No._____

Actual consideration Rs. -------

Govt. Valuation Rs. -------

By and Between

Mr. Arvind S/o Raychand Mutha, (Aadhaar No._____) son of Raychand Mutha, aged about 55 Yrs, Office at Plot no. 21, Nikita Apartment, New Shreyanagar, Aurangabad, 431003., (PANXXXXXX296), hereinafter called the "**The Owner/Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in interest and permitted assignees).

AND

Mr./Ms._____(Aadhaar No. _____) Son/Daughter of _____ Aged about____ years, residing at_____, (PANNO._____), Email-id _____**,**hereinafter called the **"Allottee/Purchaser"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

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

WHEREAS, the property at Plot no. 02 bearing C.T.S. No. 16029/34, located at Mitramandal Co-operative Housing Society Limited, Usmanpura, Aurangabad totally admeasuring**689.90 Sq. Mtrs.** is owned and possessed by the Owner/Promoter Mr.Arvind Raychand Mutha by virtue of registered sale deed bearing its **daybook serial no. 4859/2019 on dated 05/09/2019** registered at the sub-registrar office at **Aurangabad** and the said property is specifically described hereunder in **"Schedule-I".**

WHEREAS, the Owner/Promoter have got approved the building construction plans from the Aurangabad Municipal Corporation under **Commencement Certificate bearing No. 316/2020-21 dated 23/02/2021 in File No.219/17/2020-21 for construction of buildings on said land admeasuring 689.90 Sq. Mtrs.** And Since hereinafter referred to as"**the Project Land**".

AND WHEREAS, though The Owner/Promoter has acquired the approved building construction plans of land admeasuring **689.90 Sq. Mtrs.** The Owner/Promoter has also proposed to utilize and use the additional F.S.I. of the Project land to its **maximum potential** as permitted by law and this has been agreed to by and between the Parties to the presents. Hence, it is agreed that additional construction towards the utilization of the maximum building potential of the Project Land will always be available to the Owner/Promoter as per his convenience and discretion.

AND WHEREAS, The Owner/Promoter has started the construction work on the project land, as per sanctioned plan, a scheme comprising of ownership apartment (residential), and ownership commercial spaces in the name of "**ROSHNI CONSTRUCTIONS"**, All the apartments/flats/shop(s) are part of "**ROSHNI CONSTRUCTIONS"**, and are having individual utilization on account of having their own exit to a common area and facility of the building, hereinafter referred to as the **"said project"** consisting of buildings/ floors / units as table herein below –

	AS PER SANCTIONED PLAN	**PROPOSED AFTER REVISED SANCTION PLAN**
BUILDING	1	1
CONSTRUCTION TYPE	Residential-Commercial	Residential-Commercial
NUMBER OF FLOORS	Parking + 5	Parking + 8
TOTAL NUMBER OF FLATS	_____	_____
TOTAL NUMBER OF SHOPS	_____	_____
STAGE OF FLATS IN THE BUILDING	Under construction	Under construction & Proposed

And WHEREAS, The Owner/Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is as under:-

1. The plot area is **689.90 Sq.mtr.**
2. The net plot area available is **689.90 Sq.mtr.**
3. The basic available FSI is **758.89 Sq.mtr.**
4. The Premium FSI available is **344.95 Sq.mtr.**
5. The TDR permissible is **793.38 Sq.mtr.**

As such the available FSI on the plot is **1897.22 Sq.mtr.** only and Owner/Promoter has utilized the FSI as on date in building for completing building is **1103.84 Sq.mtr.** and Owner/Promoter can use the balance FSI of **793.38 Sq.mtr.** on aforesaid project at his convenience and discretion.

WHEREAS, the aforesaid property mention in "**Schedule-I**" is non-agricultural land from Plot no. 02 bearing C.T.S. No. 16029/34, located at Mitramandal Co-operative Housing Society Limited, Usmanpura,

Aurangabad which has been converted by obtaining the permission U/Sec. 44 of The Maharashtra Land Revenue Code, 1960 vide order bearing No. **74/LND/I/NAP/23/72 dated 13/05/1976.**

AND WHEREAS, the building is to be constructed on the said plot is submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 by executing the Deed of Declaration U/sec. 2-A of Maharashtra Apartment Ownership Act, 1970 vide daybook No.----------Dated-----

AND WHEREAS the Owner/Promoter is entitled and enjoined upon to construct building on the project plot in accordance with the recitals herein above;

AND WHEREAS the Owner/Promoter has floated the ownership apartment project and decided to carry out construction/development of "**_____"** and is only the subject matter of this agreement which includes _____ shop(s) and _____ residential apartments situated on Ground floor to _____ floor of the building, vehicle parking situated on ground floor and accordingly has started the construction/developmentof the building on the project plot and the said project shall be known as "**_____"** hereinafter referred as "Said Project", or thereabouts more particularly described in **Schedule-I.**

AND WHEREAS the Owner/Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project plot on which the said project is to be constructed. The Owner/Promoter herein alone has sole and exclusive right to sell the Apartments in the said project to be constructed by the Owner/Promoter on the project plot and is fully competent to enter into agreement/s with the Allottee/s, lessee, mortgagee, of the Apartments and to receive the consideration amount in respect thereof.

AND WHEREAS the Owner/Promoter has entered into a standard agreement with its Architect Ms. Ankita A. Mutha (hereinafter referred to as "the Architect"), who is registered with the Council of Architecture, and the Owner/Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the said project/buildings, and the Owner/Promoter accepts the professional supervision of the Architect and structural engineer till thecompletion of the said project.

AND WHEREAS the Allottee/Purchaser has offered to purchase an Apartment/shop bearing number___on the _____ floor, (herein after referred to as the said "Apartment/flat/Shop") in the Building called "**_____"** (herein after referred to as the said" Building") being constructed in the said project, by the Owner/Promoter.

AND WHEREAS The Allottee/s herein has demanded from the Owner/Promoter and the Owner/Promoter has given inspection to the Allottee/s, of all the documents of title relating to the said project described in the **Schedule-I** hereunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other document as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referredto as

”The Said Act”) and rules and regulations made thereunder. Afterthe Allottee/s enquiry, the Owner/Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask queries, he/she/they have regarding the marketable title and rights and authorities of the Owner/Promoter. The Allottee/s has /have /satisfied himself/ herself/ themselves in respect of marketable title and rights and authorities of the Owner/Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said plot be on the Owner/Promoter up and until the conveyance ofthe said building and the said plot there under.

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocates of the Owner/Promoter and allottee, authenticated copies of Property card have been annexed hereto and marked as **Annexure ‘A’ and ‘B’,** respectively.

AND WHEREAS the authenticated copies of the plans of the said buildings as proposed by the Owner/Promoter and acceding to which the construction of the building proposed be provided have been annexed hereto and marked as **Annexure C**.

AND WHEREAS the clear block plan showing the floor plan which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee/Purchaser is in this said project, which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked as **Annexure D**.

AND WHEREAS the specifications of the Apartment agreed to be purchased by the Allottee, have been annexed and marked as **Schedule III**.

AND WHEREAS the Owner/Promoter has obtained some of the sanctions/approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections and of the said building/sand 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, condition, stipulations and restrictions which are to be observed and performed by the Owner/Promoter while developing the project plot and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

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

AND WHEREAS the allottee has agreed to purchase the said unit

based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly henceforth.

AND WHEREAS the allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further Stated that if any conditions that have been imposed on the said project which are contrary to the prevalent laws/rules/regulations under which sanctioned plans have been given shall be binding on the allottee and that the allottee shall not hold the Owner/Promoter responsible for such contrary conditions.

AND WHEREAS the allottee has independently made himself aware about the specifications provided by the Owner/Promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same.

AND WHEREAS the allottee has been shown the conditions of contracts with the vendors/contractors/manufacturers and workmanship and quality stands of products/fittings and fixtures as agreed between Owner/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 Owner/Promoter to that extent.

AND WHEREAS the Owner/Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai On ---/---/201- under registration no. ---------- have been annexed and marked as **Annexure F**.

AND WHEREAS the Allottee has applied for apartment in the said project vide application No. _____dated_____for apartment No._____having carpet area of _____ square meters and exclusive terrace area ------ sqm. and balcony area admeasuring_____square meters on_____floor along with one allotted carpark No.----- on ground floor in building being constructed in the said project and pro-rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the said Apartment" and further _____square meter of limited common areas are more particularly described in **Schedule II** and the floor plan of the apartment is annexed hereto and marked as **Annexure E**.

AND WHEREAS relying upon the aforesaid application, the Owner/Promoter has agreed to allot and sell to the Purchaser/s, the said apartment/shop at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS the carpet area of the said Apartment is

_____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls & column structure (if any) of the apartment.

AND WHEREAS, the Allottee/s prior to execution of these presents has paid to the Owner/Promoter a sum of Rs _____(Rupees_____) only, being part payment of the sale price of the Apartment agreed to be sold by the Owner/Promoter to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Owner/Promoter both hereby admit and acknowledge) and the Allottee/Purchaser has agreed to pay the remaining price of the Apartment as prescribed in the payment plan as may be demanded by the Owner/Promoter within the time and the manner specified therein.

AND WHEREAS the parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc applicable to the said project.

AND WHEREAS Subject to otherwise agreed, reserved and provided herein, the Owner/Promoter has agreed to sell and the allotee/s hereby agrees to purchase the Apartment/shop and the garage/closed parking (if any) as specified herein.

AND WHEREAS the Owner/Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favor of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

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

AND WHEREAS this agreement shall remain in force and shall not

merge into any other agreement save and except the conveyance deed as stated herein below.

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

AND 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 that the allottee/Purchaser has not given and shall not give at any point of time any third party any rights to enforce this said agreement unless the said unit is transferred to them.

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

1. CONSTRUCTION OF THE PROJECT/APARTMENT: -

1.1 The Owner/Promoter shall construct the said building consisting of ground floor for parking and 1 commercial space, and 5 upper floors on the project plot in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time provided that the Owner/Promoter shall be entitled to make variations and modifications in the plans which does not adversely affect the apartment of the allottee/s and may construct more floors as approved by the concerned local authority and the alteration or addition required by competent authority or by any change in the law.

2. CONSIDERATION/PRICE OF THE SAID APARTMENT: -

2.1 The Allottee/Purchaser hereby agrees to purchase from the Owner/Promoter and the Owner/Promoter hereby agrees to sell to the Allottee Apartment No. …….. in the type…… of carpet area admeasuring…….sq. meters on……floor in the building known as "**_____"**. (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexures E** and for the consideration of Rs. ……..including Rs. ……..being the proportionate price of the common areas to the premises, the nature, extent and description of the common areas which are more particularly described in the **Schedule II** annexed herewith.

2.2 The Allottee/s agrees and understands that timely payment towards purchase of the said Apartment as per payment plan/schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of this agreement a sum of Rs _____(Rupees _____Only) as advance

payment or application fee and hereby agrees to pay to that Owner/Promoter the balance amount of Rs……(Rupees……) in the following manner:-

i. Amount of Rs……../-(……) to be paid to the Owner/Promoter after execution of Agreement.
ii. Amount of Rs……../-(……..) to be paid to the Owner/Promoter on completion of the plinth of the building or wing in which the said Apartment is located.
iii. Amount of Rs……../-(……..) to be paid to the Owner/Promoter on completion of the slabs of the building or wing in which the said Apartment is located.
iv. Amount of Rs……../-(……..) to be paid to the Owner/Promoter on completion of the wall, internal plaster, of the said Apartment.
v. Amount of Rs……../-(……..) to be paid to the Owner/Promoter on completion of the staircase, lift wells, lobbies up to the floor level of the said Apartment.
vi. Amount of Rs……../-(……..) to be paid to the Owner/Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
vii. Amount of Rs……../-(……..) to be paid to the Owner/Promoter on completion of the lifts, water pumps, electrical fitting, electro, mechanical and environment requirements, entrance lobby/s, pavingof areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the saidApartment is located.
viii. Balance Amount of Rs……../-(……..) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

The Total Price above excludes Taxes (consisting of tax paid or payable by the Owner/Promoter by way of Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Owner/Promoter up to the date of handing over the possession of the Apartment.

2.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Owner/Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Owner/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand

letter being issued to the Allottee, which shall only be applicable on subsequent payment. The Owner/Promoter may charge the allottee separately for any upgradation/changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottees request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

2.4 The Owner/Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Owner/Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay alongwith each instalment.

2.5 The Owner/Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @5% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate an such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Owner/Promoter.

3. MODE OF PAYMENT: -

Subject to the terms of the Agreement and the Owner/Promoter abiding by the construction milestones, the Allottee/Purchaser shall make all payments, on demand by the Owner/Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque/demand draft or online payment (as applicable) in favour of 'Arvind Raychand Mutha' payable at Aurangabad.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS: -

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

5. INTEREST ON UNPAID DUE AMOUNT: -

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

6. OBSERVATION OF CONDITIONS IMPOSED BYLOCAL/PLANNING AUTHORITY: -

The Owner/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, state and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at any time after granting Completion Certificate or anytime thereafter. The Owner/Promoter shall before handing over possession of the said apartment to the Allottee/s herein, obtain from the concerned planning/local authority/development controlling authority occupation and/ or completion certificate in respect of the said apartment. Notwithstanding anything to the contrary contained herein, the allotee shall not be entitled to claim possession of the said apartment until thecompletion certificate is received from the local authority and the allottee has paid all dues payable under this agreement in respect of the said apartment to the Owner/Promoter and has paid the necessarymaintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said apartment to the Owner/Promoter.

6.1 DISCLOSURE OF PARKING: -

Ground Floor: - ___ Nos. of allotted car

Park. WITH Paid provision for mechanical
Car Park.
_____Nos. Of visitor's car park.

8. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE: -

The Owner/Promoter has made full and true disclosure of the title of the said plot as well as encumbrances, if any, known to the Owner/Promoter in the title report of the advocate. The Owner/Promoter has also disclosed to the Allottee/s nature of its right,title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/s as required by the law.

9. SPECIFICATINS AND AMENITIES: -

The specifications of the apartment to be provided by the Owner/Promoter in the said project and the said apartment are those that are set out in **Schedule III** hereto. Common amenities for the project on the said plot are stated in the **Schedule IV** annexed hereto. In the project multi storied high rise building is under construction and considering to maintain the stability of thebuildings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policythere shall be no customization permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed unless prior permission is taken by the Alottee from the Owner/Promoter and is approved by a structural engineer appointed by the Owner/Promoter at the cost of the Alottee/ Purchaser.

10. COMPLIANCE OF LAWS RELATING TO REMITTANCES: -

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Owner/Promoter with such permission, approvals which would enable the Owner/Promoter to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act,1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India

or any other applicable law. The allottee understands and agrees that in the eventof any failure on his /her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

11. POSSESSTION OF THE APARTMENT: -

11.1 Schedule for possession of the said Apartment:- The Owner/Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Owner/Promoter and taxes thereon are paid by the Allottee/Purchaser in respect of the said apartment/Shop, in terms of these presents. The Owner/Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment on **16/12/2025** Provided that the Owner/Promoter shall be entitled to reasonable extension of time as agreed by and between the allottee/Purchaser and the Owner/Promoter for giving possession of the Apartment on theaforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the Apartment/Shop is to be situated is delayed on account of -

(I) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of thereal estate project ("Force Majeure")

(II) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act. 2016 for reason where actual work of said project/building could not be carried by the Owner/Promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of Law, or Tribunal, competent authority, statutory authorityhigh power committee, availability and supply of sand, building materials etc. due to any government policy, etc. or due to such circumstances as may be decided by the Authority.

If, however, the completion of the project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Owner/Promoter to

implementthe project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Promoter shall refund to the Allottee the entire amount received by the Owner/Promoter from the allotmentwithin 30 days from that date. After any refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Owner/Promoter and that the Owner/Promoter shall be released and discharged from all its obligation and liabilities under this Agreement.

11.2. Schedule for possession of the Common amenities:- The Owner/Promoter herein is developing the said plot which consists of building having common amenities like common lobby for interactive spaces & parking as disclosed, the construction/development of the said common amenities will be completed in due course only after completion of construction of building on the said plot. The Owner/Promoter, assures tohand over possession of the said common amenities on **30/12/2025.** TheAllottee/s herein agrees and conveys that he/she/they shall not be entitledto refuse to take the possession of the said apartment on the ground of non-completion of aforesaid common amenities.

11.3. Procedure for taking possession: - The Owner/Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee/s intimating that, the said apartment is ready foruse and occupation. The Allottee/s herein shall inspect the said apartment inall respects along with technical/ Civil engineer/ Architect appointed by allottee/Purchaserand submit the satisfaction report to the owner/promoter after confirmationthat the same is in accordance with the terms and conditions of this agreement,complete the payment of consideration/total price and dues to the Owner/Promoter as per terms and conditions of this agreement and take the possession of the said apartment within 15 days from the date of writtenintimation issued by the Owner/Promoter to the Allottee herein. The Owner/Promoter agrees and undertakes to indemnify the Allottee/s in caseof failure of fulfilment of any of the provisions, formalities, documentation on part of the Owner/Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Owner/Promoter /association of allottee/s, as the case may be.

11.4. It shall be expressly agreed that wherever it is the responsibility of theallottee to apply and get necessary services the same shall not be undertaken by the Owner/Promoter and the allottee shall be solely responsible for thesame.

11.5. Failure of Allottee to take Possession of Apartment Upon receiving awritten intimation from the Owner/Promoter as per clause 11.3, the

Allottee/s shall take possession of the Apartment from the Owner/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner/Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails or commits delay in taking possession of said Apartment within the time provided in clause 11.3, in such case Allottee shall be liable for payment ofsociety facility management charges as applicable, property tax, electricitycharges and any other expenses and outgoing in respect of the said apartmentand the Owner/Promoter shall not be liable for the maintenance, wear and tearof the said apartment.

11.6. Possession by the Allottee- After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee/s, itshall be the responsibility of the Owner/Promoter to hand over the necessarydocuments and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the locallaws.

11.7. Compensation-Which the allottee has given his specific confirmationherein that the responsibility of title of the said plot be on the Owner/Promoter up and until the conveyance of the said building/phase/wing and the said plot thereunder.

11.8. Except for occurrence of the events stated herein above, if the Owner/Promoter fails to complete or is unable to give possession of the Apartment
(i) in accordance with the terms of this Agreement, duly completed by thedate specified herein; or **(ii)** due to discontinuance of his business as a Owner/Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Owner/Promoter shall be liable, ondemand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the totalamount received by him in respect of the Apartment, with the interest as perState Bank of India highest Marginal Cost of Lending Rate plus 2 % percentper annum within 30 days including compensation in the manner as providedunder the Act.
Provided that where if the Allottee does not intend to withdraw from the saidProject, the Owner/Promoter shall pay the Allottee interest as per StateBank of India highest Marginal Cost of Lending Rate plus 2 %, on all theamounts paid by the Allottee, for every month of delay, till the handing over ofthe possession of the Apartment.

12. TIME IS ESSENCE: -

Time is essence for the Owner/Promoter as well as the Allottee/Purchaser. The Owner/Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/Purchaser and the common areas to theSociety/association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allotteeshall make timely payments of the instalment and other dues payable byhim/her and meeting the other obligations under the Agreement subject tothe simultaneous completion of construction by the Owner/Promoter as per Payment Plan in clause 2.2 in this agreement or by Payment Plan set outin Schedule.

13. TERMINATION OF AGREEMENT: -

13.1. Without prejudice to the right of Owner/Promoter to charge interest interms of clause no.5 above, on the allottee committing default in payment ondue date of any amount due and payable by the allottee to the Owner/Promoter under this Agreement **(including his/her proportionate shareof taxes levied by concerned local authority and other outgoings)** and on the allottee/Purchaser committing three defaults of payment even after reminders, the Owner/Promoter may unilaterally terminate this Agreement:

Provided that, Owner/Promoter shall give notice of **15 days** in writing to theallottee, by Registered Post AD at the address provided by the allottee and ormail 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 theAllottee/Purchaser fails to rectify the breach or breaches mentioned by the Owner/Promoter within the period of notice then at the end of such notice period, Owner/Promoter shall be entitled to terminate this Agreement at his discretion.

Provided further that upon termination of this agreement as aforesaid, the Owner/Promoter shall refund 65% amount out of the received amount to the allottee/Purchaser subject to adjustment and recovery of any administrative expenses/ Liquidated damages due to loss of business, etc. up to the extent of 35% amount in addition to any other expenses incurred by theOwner/Promoter for such unit as requested by the allottee or any otheramount which may be payable to Owner/Promoter, within a period of 30 daysof execution of the Deed of Cancellation, the instalments of sale consideration of the Apartment/Shop which may till

then have been paid by the allottee/Purchaser to the Owner/Promoter and the Owner/Promoter herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Owner/Promoter shall not be considered as waiver of Owner/Promoter's absolute right to terminate this agreement. But the Promoter/Vendor shall not be liable to pay to the Unit/Flat/Shop/Store Purchaser/Allottee/s any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoter/Vendor, the Promoter/Vendor, shall be at liberty to dispose of and sell the Unit/Flat/Shop/Store to such person and at such price as the Promoter/Vendor may in his absolute discretion think fit.

13.2 It is specifically agreed between the parties hereto that, if the transactionin respect of the said apartment between the Owner/Promoter and allottee/sherein terminated as stated in sub-clause 13.1 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Owner/Promoter and allottee/s herein, in respect of thesaid apartment, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided herein.

14. DEFECT LIABILITY

If within a period of five years from the date of handing over the apartment tothe allottee, the allottee brings to the notice of the Owner/Promoter any structural defect in the apartment or the building in which the apartments aresituated or any defects on account of workmanship, quality or provision of services related to the structure of the building, then, wherever possible such defects shall be rectified by the Owner/Promoter subject to confirmation by the Owner/Promoter at his owncost and in case it is not possible to rectify such defects, then the allottee shall be entitled to receive from the Owner/Promoter, depreciated compensation forsuch defect in the manner as provided under the Act.

It is expressly agreed that before any liability of defect is claimed by or onbehalf of the allottee, it shall be necessary to appoint an expert technical/ Civilengineer/ Architect who shall be a nominated surveyor who shall jointly surveyalong with the representative of the promoter and assess the same and shallthen submit a report to state the defects in the structure built of the unit/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

Provided however, that the allottee/s shall not carry out any alterations of whatsoever nature in the said apartment of phase/ wing and in specific thestructure of the said unit/ wing/ phase of the said building which shall includebut is not limited to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet, kitchen or any other places which may result in seepage of the water. If any of such works are carried out the defect liability automaticallyshall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful negligence on the part ofthe Owner/Promoter, and shall not mean defect/s caused by normal wear andtear and by negligent use of apartment by the occupants, tenants, licensees, lessee, or any person using apartment for or with the permission or on behalf of the allottee/s vagaries of nature etc.

That it shall be the responsibility of the allottee to maintain his unit in a propermanner and take all due care needed including but not limiting to the joints inthe tiles in his flat are regularly filled with white cement/epoxy to prevent waterseepage, paint damage caused by capillary action on wall etc.

That further it has been agreed by the allottee that any change or/and any act against the standard usage policy guideline done within the unit sold or in the building by him/them or by any third person on and behalf of the allottee which causes damage to the unit or the adjacent neighbors then the allottee expressly absolves the Owner/Promoter from the liability and specifically consents that on such act done, allotee shall waive his right to enforce the defect liability on and towards the Owner/Promoter. Allotee on his own cost and expenses shall clear such defects caused due to any change or/and any act against the standard usage policy guideline & the defect liability for the affected neighbor/common area will lies on him/her/them.

Further where the manufacturer warranty as shown by the Owner/Promoter tothe allottee ends before the defects liability period or such warranties arecovered under the maintenance of the said unit/building/phase/ wing, and ifthe annual maintenance contracts are not done/renewed by the allottee/s or association of allottee's, the Owner/Promoter shall not be responsible for anydefects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall bemaintained and covered by maintenance/warranty contracts so as it

to besustainable and in proper working condition to continue warranty in both, the flats and the common project amenities wherever applicable.

That the allottee has been made aware and that the allottee expressly agreesthat the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls including the RCC structure which happens due to variation in temperature of more than 20*Cand which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

15. FORMATION OF ORGANISATION OF APARTMENT HOLDERS: -

15.1. Considering the Owner/Promoter herein is carrying on the construction/development on the said plot as aforesaid and further to have themaintenance of building/s and common facilities more conveniently, there will be facility management association of allottees namely "**ROSHNI CONSTRUCTIONS PRESTIGE HEIGHTS FACILITY MANAGEMENT ASSOCIATION"** formed by prevailing local laws as may be applicable to the said project, which the Owner/Promoter shall decide as suitable for the apartment holders in the saidproject which is under construction on the said plot.

15.2. The allottee along with other allottee(s) of Apartments in the buildingshall join in forming and registering the maintenance Society to be known as "**ROSHNI CONSTRUCTIONS PRESTIGE HEIGHTS FACILITY MANAGEMENT ASSOCIATION"** and for this purpose also from time to time sign and execute the application for registration and/or membership and the otherpapers and documents necessary for the formation and registration of theSociety and for becoming a member, including the bye-laws of the proposedSociety and duly fill in, sign and return to the Owner/Promoter within seven days of the same being forwarded by the Owner/Promoter to the allottee, soas to enable the Owner/Promoter to register the common organization ofallottee. 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 Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or anyother Competent Authority.

15.3 The facility management activities of "**ROSHNI CONSTRUCTIONS PRESTIGE HEIGHTS FACILITY MANAGEMENT ASSOCIATION"** and the maintenance activities of Owner/Promoter are altogether different. The **ROSHNI CONSTRUCTIONS PRESTIGE HEIGHTS FACILITY MANAGEMENT ASSOCIATION** is for smooth

running of day to day activities through salary, bill payment etc. the maintenance of the common areas andfacilities given to the allottees by the Owner/Promoter and the Owner/Promoter'smaintenance activities are only in respect of defect liability if any.

15.4 The Owner/Promoter shall, within three months from the date of receiving Occupancy Certificate, cause to be transferred to the society/association all the right, title and the interest of the Vendor/Lessor/Original Owner/Owner/Promoter and/or the owners in the said structure of the Building in which the said Apartment is situated.

16. CONVEYANCE OF THE SAID APARTMENT: -

The Owner/Promoter, shall only on receipt of complete amount of the Price of the said Apartment under the Agreement from the allottee, shall execute a conveyance deed and convey the title of the said unit not later than **30/12/2026** and with proportionate indivisible share in the common areasto the society/association as may be formed all the right, title and interest ofthe Owner/Promoter /original owner/lessor/ in the aliquot part of the saidplot i.e. said project referred in **Schedule-I** unless the above stated period is not clearly mentioned, it is otherwise agreed to by and between the partieshereto within 8 (eight) months from the issuance of the occupancy certificate. However, in case the allottee/Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the allottee/Purchaser authorizes the Owner/Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Owner/Promoter is made by the Allottee/Purchaser.

17. PAYMENT OF TAXES, CESSES, OUTGOINGS ETC: -

17.1 The Allottee/s herein is well aware that, the Central Government ofIndia has imposed GST on cost and which cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the Owner/Promoter to the Allottee/s and as per the aforesaidact responsibility to pay the aforesaid tax from time to time to the CentralGovernment has been imposed on the Owner/Promoter and hence it is agreedbetween the parties hereto that, the Allottee/s herein shall bear and pay theaforesaid tax amount on every instalment of payment of consideration.

17.2 If at any time, after execution of this agreement, any tax imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution ofthis agreement any additional taxes/ duty/ charges/ premium/

Cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by theCentral or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transactionherein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby,always indemnifies the Owner/Promoter from all such levies, cost and consequences. Provided that the Owner/Promoter shall provide to the Allotteethe details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc.have been imposed or become effective;

17.3 Within 15 days after notice in writing is given by the Owner/Promoter to the Allottee that the Apartment/shop is ready for use andoccupancy, 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 plot and Building/s namely local taxes, betterment chargesor such other levies by the concerned local authority and/or Government watercharges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and Facility Maintenance of the project plotand building/s as stated and defined as attached herewith in **Schedule VI** Until the facility management Society/Association is formed and the saidstructure of the building/s or wings is transferred to it, the Allottee shall pay to the Owner/Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the society/association provisional lump sum contribution of Rs. _____/sq.m (As decided by the promoter) towards the outgoings. The amounts so paid by the allottee to the Owner/Promoter shall not carry any interest and remain in the separate account of maintenance until a conveyance of the structure of the building or wing is executed in favour of the society/association as aforesaid. On such conveyance being executed for the structure of the building or wing theafore said deposits shall be handed over to the Society/association, as the case may be.

17.4 Notwithstanding anything contented or stated herein above, theliability to pay the aforesaid taxes, outgoings, other charges etc. will bealways on Allottee/s of the said apartment and if for whatsoever reasonrespective recovering authority got recovered the same from the Owner/Promoter in such circumstances the Owner/Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Owner/Promoter within 15 days or as may be informed by the Owner/Promoter to the Allottee/s inwriting. It is further specifically

agreed that, aforesaid encumbrance shallbe on said apartment being first encumbrance of the Owner/Promoter. TheAllottee/s herein with due-diligence has accepted the aforesaid condition.

17.5 That the allottees are made aware and expressly agree hereinthat where as the project is in the water supply zone of the local authority and that there are Two bore wells on the project land but even then since there is likely to be low water supply from the local authority and conditions wherein the bore wells may run low as well due to climatic factors theallottee/association of the allotee shall have to pay for the water charges either by tanker or any other form & arrange on their own.

18. DEPOSITS/EXPENSES BY ALLOTTEE/S WITH THESOCIETY/ASSOCIATION: -

The Allottee/Purchaser shall on or before delivery of possession of the said premises keep deposited with the Owner/Promoter, the following amounts: -

(I) Rs. ..... for share money, application entrance fee of theSociety/Association or Limited Company/Federation/ Apex body.

(ii) Rs ..... for formation and registration of the Society/Association.

(iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apexbody.

(iv) Rs.....for deposit towards provisional monthly contributiontowards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs. _____/sq.m as lump sum deposit as sinking fund for maintenance of the building.

DEPOSITS/EXPENSES BY ALLOTTEE/S WITH THEOWNER/PROMOTOR: -

(i) Rs.....for Deposit towards Water, Electric, and other utility and services connection charges.

(ii) Rs..... for deposits of electrical receiving and Sub Station provided in project.

(iii) Rs..... charges for other infrastructure, security system etc.

(iv)

19. REPRESENTATIONS AND WARRANTIES OF THEOWNER/PROMOTER: -

The Owner/Promoter hereby represents and warrants to the Allottee asfollows:

19.1) The Owner/Promoter has clear and marketable title with respect to theproject plot; as declared in the title report annexed to this agreement and hasthe requisite rights to carry out development upon the project plot and alsohas actual, physical and legal possession of the project plot for the implementation of the Project;

19.2) The Owner/Promoter has lawful rights and requisite approvals from thecompetent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of theproject;

19.3) There are no encumbrances upon the project plot or the Project exceptthose disclosed in the title report;

19.4) There are no litigations pending before any Court of law with respectto the project plot or Project except those disclosed in the title report;

19.5) All drawings, sale plans, other drawings are as given to the Owner/Promoter by the appointed Architect, Structural Consultants, other consultants, the Owner/Promoter has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the Owner/Promoter which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the allottee and based on these said details of the drawings and the calculations and areas shown, the allottee has agreed to take the said unit.

19.6) All approvals, licenses and permits issued by the competent authorities with respect to the Project, and said building/wing are valid andsubsisting 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 Project, project plot and said building/wingshall be obtained by following due process of law and the Owner/Promoterhas been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project plot, Building/wing andcommon areas;

19.7) The Owner/Promoter has the right to enter into this Agreement andhas not committed or omitted to perform any act or thing willingly or intentionally whereby the right, title and interest of the allottee created herein, may prejudicially be affected;

19.8) The Owner/Promoter has not entered into any agreement for sale and/ordevelopment agreement or any other agreement / arrangement with anyperson or party with respect to the project plot, including the Project and thesaid Apartment which will, in any manner, affect the rights of Allottee underthis Agreement;

19.9) The Owner/Promoter confirms that the Owner/Promoter is not restrictedin any manner whatsoever from selling the said Apartment to the Allottee in themanner contemplated in this Agreement;

19.10) At the time of execution of the conveyance deed of the structure to theassociation of allottees the Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to theAssociation of the Allottees;

19.11) The Owner/Promoter has duly paid and shall continue to pay anddischarge undisputed governmental dues, rates, charges and taxes and othermonies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till obtaining occupancy certificate;

19.12) No notice from the Government or any other local body or authority or any legislative enactment or any relevant authority, government ordinance, order, notification (including any notice for acquisition or requisition of the said property or stop work) has been received or served upon the Owner/Promoter in respect of the projectplot and/or the Project except those disclosed in the title report.

20. COVENANTS AS TO USE OF SAID APARTMENT: -The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment/shop may come, hereby covenants with the Owner/Promoter as follows for the said Apartment and also the said project in which the said Apartment is situated.

20.1) To maintain the Apartment at the Allottee's own cost in good andtenantable repair and condition from the date that of possession of theApartment is taken and shall not do or suffer to be done anything in or tothe building in which the Apartment is situated which may be against therules, regulations or bye-laws or change/alter or make

addition in or tothe building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of society/promoter or with the priorpermission of the local authorities, if required. The specific location is givenfor fixing of AC outdoor unit & the purchaser has to fix the AC outdoor unit atthe given location only. Core cutting in RCC part is strictly prohibited.

20.2) Not to store in the Apartment any goods which are of hazardous,combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local orother authority and shall take care while carrying heavy packages which maydamage or likely to damage the staircases, common passages or any otherstructure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in caseany damage is caused to the building in which the Apartment is situated orthe apartment or any other area of the said project on account of negligenceor default of the Allottee in this behalf, the Allottee shall be liable for theconsequences of the breach.

20.3) To carry out at his own cost all internal repairs to the said Apartmentand maintain the Apartment and common areas in the same condition, state and order in which it was delivered by the Owner/Promoter to the Allotteeand shall not suffer to be done anything in or to the building in whichthe Apartment is situated or the Apartment and common area which may becontrary to the rules and regulations and bye-laws of the concerned localauthority or other public authority. In the event of the Allottee committing anyact in contravention of the above provision, the Allottee shall be responsibleand liable for the consequences thereof to the concerned local authority and/orother public authority.

20.4) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Apartment without the prior written permission of the Owner/Promoter and/or the Society or the Limited Company and/or other public local authority.

20.5) Not to do or permit to be done any act or thing which may render void

orvoidable any insurance of the project plot and the building in which theApartment is situated or any part thereof or whereby any increased premiumshall become payable in respect of the insurance.

20.6) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or anyportion of the project plot and the building in which the Apartment is situated.

20.7) Pay to the Owner/Promoter within 15 (Fifteen) days of demand bythe Owner/Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or anyother service connection to the building in which the Apartment is situated.

20.8) To bear and pay increase in local taxes, water charges, insurance andsuch other levies if any, which are imposed by the concerned local authorityand/or Government and/or other public authority.

20.9) The Allottee shall not let, sub-let, transfer, assign or part with interestor benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Owner/Promoter under thisAgreement are fully paid up.

20.10) The Allottee shall observe and perform all the rules and regulationswhich the Society or the Limited Company or Apex Body or Federation mayadopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance ofthe said building and the Apartments and common areas therein and forthe observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Governmentand other public bodies. The Allottee shall also observe and perform all thestipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in theBuilding and shall pay and contribute regularly and punctually towards thetaxes, expenses or other out-goings in accordance with the terms of this Agreement.

20.11) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Company, the Allottee shall permit the Owner/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

20.12) Till a conveyance of the project plot on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Owner/Promoter and their surveyors and agents, withor without workmen and others, at all reasonable times, to enter in to and uponthe project or any part thereof to view and examine the state and conditionthereof.

20.13) That the allottee shall indemnify and keep indemnifying the Owner/Promoter towards against any actions, proceedings, cost, claimsand demands in respect of any breach, non-observance or non-performanceof such obligations given specifically herein to the allottee.

20.14) That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be paid by the allottee.

20.15) That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighboring or the remainingbuildings/ common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by theallottee to the Owner/Promoter in this regards.

20.16) That the parking spaces sold to each allottee shall be used only forthe purposes of parking and that the said space is designed and made foruse of parking a vehicle of not more than 2.5 tones and not more than 2.1-meter height. That this has been clearly made aware to the allottee and thesame has been agreed by the allottee to follow.

20.17) That the drive ways should be used for only specified purpose and theallottee or the visitor of the allottee shall not park their vehicles on drive ways.

21. NAME OF THE PROJECT: -

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Owner/Promoterherein has decided to have the name of the Project "**Roshni Constructions Prestige Heights"**. and further erect or affix Owner/Promoter's name board at suitable places as decided by the Owner/Promoter herein on a building andat the entrances of the scheme. The Allottees/s in the said project/building/s or proposed organization are not entitled to change theaforesaid project name and remove or alter Owner/Promoter 's name board inany circumstances. This condition is essential condition of this Agreement.

22. ENTIRE AGREEMENT AND RIGHT TO AMEND: -

This Agreement, along with its schedules, constitutes the entire Agreementbetween the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment. This agreement may onlybe amended through written consent of the Parties

23. SEPARATE ACCOUNT FOR SUMS RECEIVED: -

The Owner/Promoter shall maintain a separate account in respect of sumsreceived by the Owner/Promoter from the Allottee/s towards totalprice/consideration of the said apartment.
Provided that the Owner/Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the said act and rules and regulations made thereunder.

24. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIESSUBJECT TO PAYMENT OF TOTAL FACILITY MANAGEMENT CHARGES: -

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is his/her right is to only to the use and unless specificallyallotted/ given vides (limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed BY the promoter or the association of allottees or as decided by the association of allottees by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

25. MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT: -

The Owner/Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap ofthree percent. The total price payable for the carpet area shall be recalculatedupon confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then

Owner/Promoter shall refund theexcess money paid by Allottee within forty-five days with annual interest at therate specified in the Rules, from the date when such an excess amount waspaid by the Allottee. If there is any increase in the carpet area allotted toAllottee, the Owner/Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetaryadjustments shall be made at the same rate per square meter as agreed inclause No. 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the saiddetails.

26. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties heretothat all the provisions contained herein and the obligations arising hereunder inrespect of the said project shall equally be applicable to and enforceableagainst any subsequent Allottees of the Apartment, in case of a transfer, asthe said obligations go along with the Apartment for all intents and purposes. That the allottees agree that they shall not object to any easement rights thatneed to be given to any person in and around the said project and shallneither object to any such proceedings of plot acquisition undertaken by a government agency including any compensation/ benefit given to the Owner/Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to the Owner/Promoter for the same; save and except his right to enjoy and use the unit purchased byhim and any other rights given by the Owner/Promoter to the allottee for which consideration has been dispensed.

27. REGISTRATION OF THIS AGREEMENT: -

The Owner/Promoter herein shall present this Agreement as well as theconveyance at the proper registration office for registration within the timelimit prescribed by the Registration Act and the Allottee/s will attend such officeand admit execution thereof, on receiving the written intimation from theOwner/Promoter. If the Allottee/Purchaser does not attend for registration as mentioned above the Owner/Purchaser shall be absolved and held not liable for any ensuing charges/liabilities and the same shall be borne by the Allottee/Purchaser.

28. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGALCHARGES: -

The Allottee/s herein shall bear and pay stamp duty and registration fees

andall other incidental charges etc. in respect of this agreement and all otheragreements or any final conveyance deed which is to be executed by theOwner/Promoter in favour of Allottee/s or Association/Society i.e. organization as may be formed in which the Allottee/s will be the member. TheAllottee shall also pay to the Owner/Promoter a sum of Rs

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for

meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Owner/Promoter in connection with formation of the said Society, or Association, or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

29. WAIVER NOT A LIMITATION TO ENFORCE

29.1 The Owner/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by theAllottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed bythe Allottee that exercise of discretion by the Owner/Promoter in the case ofone Allottee shall not be construed to be a precedent and /or binding on the Owner/Promoter to exercise such discretion in the case of other Allottees orsame allotee in case of 2nd default.

29.2 Failure on the part of the Owner/Promoter to enforce at any time orfor any period of time the provisions hereof shall not be construed to be awaiver of any provisions or of the right thereafter to enforce each and every provision.

30. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder orunder other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with thepurpose of this Agreement and to the extent necessary to conform to Actor the Rules and Regulations made thereunder or the applicable law, asthe case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of thisAgreement. In case of amendment the allotee or the associations of allottees hereby agree to co-operate the promotor in good faith.

31. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its

executionby the Owner/Promoter through its authorized signatory at the Owner/Promoter's Office, or at some other place, which may be mutuallyagreed between the Owner/Promoter and the Allottee, in 7 days after the Agreement is duly executed by the Allottee and the Owner/Promoter orsimultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed tohave been executed at Aurangabad.

32. NOTICES

That all notices to be served on the Allottee and the Owner/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Owner/Promoter by Registered Post at their respective addresses specified below:

(Name of Allottee)
(Allottee Address)
Owner/Promoter name Mr. Arvind Raychand Mutha, Plot no. 21, Nikita Apartment, New Shreyanagar, Aurangabad, 431003.

It shall be the duty of the Allottee and the Owner/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 Owner/Promoter or the Allottee, as the case may be.

33. JOINT ALLOTTEES/Purchasers

That in case there are Joint Allottees, they shall be considered as joint andseverable allottees for the purpose of these clauses in the agreement and all communications shall be sent by the Owner/Promoter to the Allottee whose name appears first and at the address given by him/her which shall for allintents and purposes to consider as properly served on all the Allottees.

34. GOVERNING LAW

That the rights and obligations of the parties under or arising out of thisAgreement shall be construed and enforced in accordance with the laws applicable in the state of Maharashtra and of India for the time being in force.

LIST OF SCHEDULES

SCHEDULE I

Plot no. 02 bearing C.T.S. No. 16029/34, located at Mitramandal Co-operative Housing Society Limited, Usmanpura, Aurangabad Within Limit of Municipal Corporation Taluka & Dist. Aurangabad and the same is bounded by:

East : -
West : -
South : -
North : -

Schedule II

All that piece and parcel of property there upon Apartment/Shop No. --- on -
-- Floor admeasuring area ------- Sq. mtr. Carpet area, exclusive terrace area ---- sqm., Balcony area------sqm., limited common area--
---sqm along with one allotted car park No.---- on ground floor in the Building known as "_____" forming part of aforesaid Plot (more specifically mentioned in the aforesaid Schedule "A") and is bounded by: -

East : - ---------
West : - ---------
South : - ---------
North : - ---------

SCHEDULE-III

Specifications of Apartment.

1. RCC Framed structure.
2. AAC block for internal & external wall.
3. POP wall punning for internal wall.
4. Sand face plaster to external wall.
5. Vitrified tiles for flooring.
6. Kitchen platform up to 2.4 Mtrs with granite top & SS sink.(if any).
7. Dado tiles up to lintel level in each bathroom & on above kitchenplatform.
8. Concealed electrical coper wiring with branded switches & sockets.
9. Concealed plumbing with branded accessories.
10. Slundge sanitary piping with branded accessories.
11. Aluminium powder coated sliding windows.
12. Laminated flush door with granite frame & fittings.
13. Internal surface finishing with acrylic paint.
14. Wiring for inverter in each Flats.

SCHEDULE IV
Common Amenities

1. Power Back up for common area (D.G.)
2. A/C Ledge for outdoor unit. (if any)
3. Stretcher size Passenger Lift. (if Any)
4. Paid Provision for Mechanical Parking.
5. Video Door Phone with intercom (If Any7)
6. CCTV in Campus & Common Areas.
7. Professionally Designed Fire Fighting System. (If Any)
8. Informal sitting Area.
9. Rain Water Harvesting.
10. Water Saving Plumbing and Sanitary Fixtures.
11. Designer Entrance Lobby.
12. Pipeline & structure for Gas Bank
13. Underground tank and electric motor installed thereon.
14. Plumbing network throughout the building.
15. Electric wiring network throughout the building.
16. Common electric meter through which the electricity is supplied tothe electric motor installed on underground water tank, bore well and also of the lights fixed in common area and facilities etc.

SCHEDULE V

COMMON AREAS &

FACILITIES

1. Area around the building.
2. Staircase and Lobby of the building.
3. Overhead tank.
4. Underground water tank & fire safety water tank with electric motorinstalled thereon.
5. Well & Bore well with pump installed thereon if any.
6. Lobbies & corridors on each floor approaching to the apartments.
7. Water pipe lines and drainage lines, plumbing lines (underground aswell as on exterior surface of the building).
8. R.C.C. frame work of the building.
9. Top terrace
10. Lift – 1 nos
11. Security system (if any).
12. School pickup & droop point near main gate.
13. All play equipment, benches, statues, artifacts etc. If any.
14. Driveways and Ramp.
15. Electric Transformer, Common Electric meter, mini pillars etc. forentire campus.

SCHEDULE VI

MAINTENANCE LIST OF ITEMS TO BE MANAGED FOR THE PROJECT FORWHICH FACILITIES ARE PROVIDED BY DIFFERENT AGENCIES.

1. Local & government taxes & charges.
2. Insurance of the project If required.
3. Salaries/Wages of bill collector, security guard, sweeper etc.
4. Common electrical bill.
5. Maintenance of common electrical lights, pumps etc.
6. Annual maintenance charges of lifts, DG set, security systems,firefighting system etc.
7. Incidental maintenance activities as and when required.
8. Replacement of items due to wear & tear.

IN WITNESS WHEREOF THIS AGREEMENT TO SALE IS EXECUTED ON ---ND DAY OF ------- 20--, AT AURANGABAD.

OWNER

Mr. Arvind Raychand Mutha

PURCHASER/ALLOTTEE

Witness

1.----------

2.----------

LIST OF ANNEXURES

ANNEXURE - **A** = The title issued by the advocate (Search Report)

ANNEXURE - B = Copies of Property Card.

ANNEXURE - C = Copy of Building permission /Commencement certificate.

ANNEXURE – D = Copy of floor plan showing the said apartment which isintended to be constructed and to be sold and the said unit which is intended tobe bought by the allottee.

ANNEXURE - **E** = Copy of PLAN of the said apartment.

ANNEXURE - **F** = Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)