AGREEMENT TO SALE

This Agreement made at **Aurangabad** this _____ day of _____ 2021

Between

MR. AKSHAY RAJESH LAHOTI
PROPRIETOR OF M/S. LAHOTI PROMOTERS
Age 32 Years, Occu: Business
Resident of Flat no. 203, Sanskruti Vijay Apartment,
Lane No. 9, Prabhat Road, Kacharewadi, Erandwane, Pune411004
(PAN : ACPPL7243K)

… Hereinafter referred to as **"the Promoter"** Party of the First Part

And

1. **Mr.** _____
Age _____ Years, Occu _____
R/o. _____
(PAN _____ **)**

2. **Mrs.** _____
Age _____ Years, Occu _____
R/o. _____
(PAN _____ **)**

... Hereinafter referred to as **" the Allottee"** Party of Second r Part.

WHEREAS the Promoter is the owner and possessor of **Plot No. 60 (adm. 371.5 Sqm) and Plot No. 61 (adm. 371.5 Sqm) CTS No. 16225 and CTS No. 16226 respectively at Jyoti Nagar, Aurangabad Tq. And Dist. Aurangabad,** by virtue of Registered Sale Deed (Dated 29-Dec-2020 Document No. 6595/202 registered with Sub Registrar Aurangabad) and Registered Sale Deed (Dated 29-Dec-2020 Document No. 6594/2020 registered with Sub Registrar Aurangabad)

AND WHEREAS on the basis of the aforesaid registered sale deeds on 02-Feb-2021 name of the Promoter is mutated in the PR Cards.

AND WHEREAS the Promoter has obtained Commencement Certificate and Sanction Building Plan (dated 13-Aug-2021 bearing no. 398/21-22) from the Aurangabad Municipal Corporation for construction of the flatted building over the aforesaid plots.

AND WHEREAS for better development the Promoter has amalgamated the aforesaid both the Plots by obtaining amalgamation order dated 11-Aug-2021from the Aurangabad Municipal Corporation.

AND WHEREAS the Promoter is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter as stated hereinabove has proposed to construct on the project land one **building of 6 floors which includes total 22 Apartments.**

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said “Apartment”) in the Building called _____ (herein after referred to as the said “Building”)

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by 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 Aurangabad, bearing no. P_____ .

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS the Promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect 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;

The copies of the following documents related to the said Real Estate Project have been annexed herewithn;

1 RERA Certificate Annexure A
2 Title Certificate issued by the Advocate of the Promoter Annexure B
3 Property Card of the said Land – Annexure C
4 Commencement Certificate issued by Aurangabad Municipal Corporation – Annexure D
5 Floor Plan of the apartment & Parking Plan-Annexure E
6 Specifications of the Apartment – Annexure F

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 shall be granted by the concerned

local authority.

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. _____ on _____ floor of the said Project.

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 veranda, but includes the area covered by the internal partition walls of the apartment.

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

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

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and parking.

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

1. The Promoter shall construct the said building on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ..... carpet area admeasuring ..... sq. metres on ..... floor in the building (hereinafter referred to as "the Apartment") for the consideration of Rs. ..... including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises.

1.b The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (In Words Rupees _____ only) being part payment of

the sale consideration of the Flat/Apartment agreed to be sale by the Promoters to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance consideration of Rs. _____ (In Words Rupees _____ only) in the manner hereinafter appearing which excludes the charges attributable for stamp duty, registration charges, G.S.T. and any other charges / taxes as per the area of the said unit or as may be levied by the state or the central government or any other authority and arising from or incidental for the sale of the said flat/Apartment by the Promoter/s to the Allottee/s before or after taking the possession of the said flat/Apartment. The balance amount will be paid by the Allottee to the Promoter in the following manner

Sr	Amount Rs.	% of the total consideration	Stage
1	Rs. _____	**20 %**	to be paid to the Promoter on the day of registration of Agreement
2	Rs. _____	**10%**	to be paid to the Promoter on completion of the Plinth of the building in which the said Apartment is located.
3	Rs. _____	**7.5 %**	to be paid to the Promoter on completion of 1st slab including stilts of the building in which the said Apartment is located.
4	Rs. _____	**7.5 %**	to be paid to the Promoter on completion of 3rd slab of the building in which the said Apartment is located
5	Rs. _____	**10 %**	To be paid to the Promoter on completion of entire RCC of the said building.
6	Rs. _____	**10 %**	to be paid to the Promoter on completion of the walls and internal plaster of the said apartment.
7	Rs. _____	**10 %**	to be paid to the Promoter on completion of tiling work of the said apartment.
8	Rs. _____	**10 %**	to be paid to the Promoter on completion of the staircases, lift wells, lobbies upto the floor level of the said apartment
9	Rs. _____	**15 %**	against and at the time of handing over of the possession of the Apartment to the Allottee.
--	Rs. _____	**100 %**	--

1.c The Allottee agrees and understands that timely payment towards purchase of the said Apartment as per the payment plan/schedule hereto is the essence of the Agreement.

1.d The Total Price above excludes Taxes (consisting of tax paid or payable by the Allottee by way of GST , Stamp Duty , or any other similar taxes which may be levied, in connection with the said Agreement up to the date of handing over the possession of the Apartment.

1.e 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.

1.f The 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 of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate 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 (b) herein above. (“Payment Plan”).

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 2377.60 square meters only and Promoter has planned to utilize Floor Space Index of 2348.11 square meters 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 2348.11 square meters 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] 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

4.3 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.

All notices, letters and communications to be served on the Allottee/s as contemplated by the Agreement shall be deemed to have been served or sent to the Allottee/s by prepaid Registered Post at his/her/their address mentioned hereinabove. And notified email Id/under certificate of posting at their respective address specified below

Name of Allottee: _____
Address of the Allottee – as stated herein before
Notified Email ID: _____
Notified Cell No: _____

Promoter name – M/s. Lahoti Promoters
Notified Email ID: lahotipromoters@gmail.com

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee as the case may be.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s after deduction of 10 % of the sale consideration of the apartment as liquidated damages and any other amount which may be payable to Promoter., In the event of termination of agreement as aforesaid the allottee will not be entitle to claim / demand any interest and/or compensation from the promoter. Promoter will make payment of balance amount if any, within a period of thirty working days from the date of termination subject to Allottee execute cancellation deed of present agreement in favour of promoters.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'F', annexed hereto.

6. **The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of December 2025**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

(i) War, civil commotion or act of God ;
(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
iii) Changes in any rules, regulations, bye-laws of various statutory bodies and authorities from time to time which are affecting the development of the project.
iv) Delay on the part of the Aurangabad Municipal Corporation of or any other Public Body or Authority including the M.S.E.D.C.L in issuing or granting necessary Certificate/N.O.C./permission/license/connection installation of any services such as lifts, electricity & water connections & meters to the scheme/ Flat/Unit /road N.O.C.

v) Delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Promoters to terminate this agreement under clause mentioned hereinabove)

vi) Non- availability of steel, other building material, water or electric supply;
vii) Any other reason beyond the control of the promoter.
viii) 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 Promoter as per sanction plan due to specific stay or injunction orders relating to the said project from any court of law, Tribunal, competent authority, statutory authority, or due to such circumstances as may be decided by the Authority.

6.1 Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment in accordance with the terms of this Agreement, duly completed by the date specified herein the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 %, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment.

7.1 Procedure for taking possession -

The Promoter, upon completion of the building work shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. 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 within 45 days of 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 promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Before delivery of possession of the said unit the Allottee/s shall suo-moto satisfy himself/themselves about the physical correctness of the area of the said unit as per plan and
agreement and about the quality of construction work, specifications and amenities provided therein. After taking the possession of the said unit the Allottee/s shall not be entitled to raise any claims and or make any complaint thereof and all the rights regarding the same shall be deemed to have been waived and/or abandoned.

7.4 The Allottee/s shall take possession of the Flat/Apartment within 15 days of the written notice from the promoter to the Allottee/s intimating that the said Flat/Apartment is ready for use and occupancy.

7.5 The Possession of the said unit/apartment will only be granted to by the Promoter to the allottee only on clearing all their lawful dues under all heads within this agreement.

7.6 Failure of Allottee to take Possession of Apartment:

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 and all other charges/ taxes as applicable and complete the entire compensation as agreed upon

8.1 If within a period of five years from the date of completion certificate issued by the competent authority , the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8.2 Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc or in the fitting therein, in particular it is hereby agreed that the Allottee/s shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet, dry terrace and kitchen etc. which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the occupants, vagaries of nature etc. That it shall be the responsibility of the Allottee to maintain his apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

8.3 Further where the manufacturer warranty as shown by the developer to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said apartment/unit/building/phase/wing and if the annual maintenance contracts are not done/renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same. Further provided that defect liability of the promoter for the standard fittings, machinery, electric pumps, lift, security equipment's if any etc. will be as per the warrantee provided by the respective manufacturer/supplier.

8.4 That the project as a whole has been conceived designed and constructed based on the commitments and warranties given by dealers/manufacturers that all equipment's, fixtures and fitting shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common projects amenities wherever applicable.

8.5 That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Apartment/unit/building/phase/wing includes minor hairline cracks on the external and internal walls, door frames, window frames excluding the RCC structure which happens due to variation in temperature and which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

8.6 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor by promoter who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the apartment/unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

8.7 The Allottee agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Apartment or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings.

8.8 The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. Allottee shall use the parking space only for purpose of keeping or parking vehicle.

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

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 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. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the 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 Promoter provisional monthly contribution of Rs. 2000/- (Rupees Two Thousand Only) per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.

11. The Allottee shall pay to the Promoter a sum of Rs. 5000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12.1 That the Promoter shall apply to the concerned authorities for giving separate water connection for the scheme also the promoter shall provide one bore point in the project. That after completion of the building if there is improper or inadequate supply of water the Promoters shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangements that may be made in the interim period. The Allottee shall pay the proportionate outgoing charges as demanded, determined and decided by the Promoters. That after handing over of the maintenance and all affairs of the building / project to the Society/association of apartment holder / ultimate body all expenses towards water supply whatsoever in nature shall be born and paid by the said body or the unit holders.

12.2 Further after handing over of the maintenance and all affairs of the building / project the Society/ association / ultimate body shall maintain the building including but not limited to compound wall, water supply, drainage system, Lift, Generator / battery backup, Fire Fittings System, Water Pump, Solar System and rain water harvesting system and others at their own cost and efforts and as per the rules and regulations laid down by the concerned authorities and further shall not held the promoters responsible for the same.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER;

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

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits t o b e issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

14. The Allottee with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

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

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good 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, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

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

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

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

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

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. The allottee undertakes and agrees that while carrying out shifting work or interior work of the apartment to not damage the common ameneties including but not limited to lift, staircase, lobby area and agree to compensate for any loss caused due to negligent

use by the allottee or any of his/her representatives.

xiv. The allottee also acknowledges that the Promoter will enter into similar agreements for the remaining units in the said apartment and the allottee undertake to not object to allotment of other units and remaining parking space to any other Purchasers.

xv. The allottee acknowledges that the Promoter has provided the allottee with all the title documents with regards to the said project and after satisfying himself/herself/themselves regarding the title of the promoter on the said project they have entered into this agreement.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. 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.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND : This Agreement may only be amended through written consent of the Parties.

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

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

22. SEVERABILITY

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

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the

Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee.

26. The Allottee and/or Promoter shall present this Agreement as well as the sell deed at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

29. GOVERNING LAW

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

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

DESCRIPTION OF PROPERTY

All that piece and parcel of land bearing **CTS NO. 16225 & CTS 16226 admeasuring 743 Sq.Mtrs. located at Jyotinagar, Aurangabad,** within the limits of Aurangabad Municipal Corporation and which is bounded as follows :-

On or towards :

East : By CTS NO.16227

South : By CTS 16221 & 16222,

West : By CTS 16224

North : By Colony Road

together with all the appurtenances thereto.

DESCRIPTION OF COMMON AREAS AND FACILITIES

(a) COMMON AREAS AND FACILITIES : 1. The said total Property under the building, excluding the restricted portions of Property allotted. 2. The footings, RCC structures and main walls of the buildings. 3. Staircase columns and lift as with lift room in the building/s.

4. Common sewage/drainage, water, electrical lines, power backup. 5. Common ground water storage tank and overhead tank. 6. Electrical meters, wiring connected to common lights, lifts, pumps. 7. Top Terraces of the building.

(b) LIMITED COMMON AREAS AND FACILITIES : 1. Partition walls between the two units shall be limited common property of the said two units. 2. The parking areas under stilts/ marginal open spaces/podium/basements and portions thereof may be allotted for exclusive use of the specific unit by The Promoter as per his discretion or retained by him. 3. Other exclusive and limited common area and facilities as mentioned in the Agreement. 4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities. 5. Property around the buildings and open areas excluding the open areas the exclusive right of user of which is allotted to the Unit Holder/s in the said building.

DESCRIPTION OF APARTMENT UNDER SALE

All that portion being a **Residential Unit / Apartment bearing No.** ___ admeasuring about _____sq. mtrs., carpet, plus adjoining enclosed balcony admeasuring about ____sq. mtrs. carpet, plus adjoining balcony admeasuring about _____ sq. mtrs. carpet situated on the floor, along with a covered Parking Space , admeasuring about _____ sq. mtrs. situated on the plinth level (which measurements are as per the Architectural drawings and which are also confirmed by the Purchaser/s herein and has no complaints about the same), of the said building named as **"**_____**"** constructed on the aforesaid property, and which is bounded as follows :-

On or towards :

East : By _____

South : By _____

West : By _____

North : By _____

together with all the appurtenances thereto.

SIGNED AND DELIVERED BY THE WITHIN NAMED

MR. AKSHAY RAJESH LAHOTI
PROPRIETOR OF M/S. LAHOTI PROMOTERS
(The Promoter)

Mr. / Mrs _____
(The Allottee)

WITNESSES;

1. _____
   _____
   _____

2. _____
   _____
   _____