AGREEMENT TO SALE

Zone No. _____, Rate: _____/- per.sq.mt
Consideration Rs. _____/-
Government Valuation Rs. _____/-

THIS AGREEMENT made at _____ on this _____ day of _____.

BETWEEN

Ramtara Realty
PAN NO. AAMFR2918N
A partnership firm through its partner
Gaurav Kulbhushan Agrawal
Age: 40 Yrs, Occ. business
R/o.: Shahanoorwadi, Aurangabad

(Hereinafter referred to as **"DEVELOPER / GRANTOR/OWNER"** (which expression shall, unless it be repugnant to the meaning or context thereof, include its heirs, successors, representatives, executors, administrators, assignees authorised signatory director etc.)

AND

_____

hereinafter collectively referred to as **"THE PURCHASER**" (which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being)

WHEREAS

1. That the property land Gut No. 245 totally admeasuring 27 Hector 43 R to the extent of 60 R (plot No.1 to plot No. 25, amenity plot along with open space and road area) situated at Karmad, Tq& Dist. Aurangabad is owned and possessed by the owner the said properties purchased by them by way of registered sale deed bearing day book No. AGG-1- 1976-2022 dtd. 11.01.2022. On the basis of said sale deed the name of the owner is mutated in the revenue record.

2. That, Prior to execution of the sale deed the said land in converted into non agriculture land by the order of Hon'ble Collector, Aurangabad dtd. 03.02.2015. That the layout of the said land is also sanctioned by the Assistant Director of Town Planning Aurangabad on 15.01.2015.

3. That the owner has applied for construction permission and the construction permission is being granted by the Metropolitan Magistrate Aurangabad for construction of row house on the said land having total construction area 3619.22 sq. mtr. by order dtd. 16.11.2021.

4. The Builder/ Developer/ Owner / Grantor are fully entitled to develop the said Property and construct Row House/s thereon in accordance with the plans sanctioned by the Metopolitan Magistrate Aurangabad .

5. The Builder/ Developer/ Owner / Grantor have got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said Row Houses to be constructed on the said plot / Property.

6. In accordance with the plans sanctioned by the Metopolitan Magistrate Aurangabad , the Builder/ Developer/ Owner / Grantor are developing the said plot / Property described in the Schedule hereto and are constructing thereon building to be known as **"RAMTARA RESIDENCY".**

7. That the owner / developer has executed the registered deed of declaration bearing day book No. _____ dtd. _____ registered at the Sub Registrar Office, Aurangabad.

8. The Builder/ Developer/ Owner are fully entitled to develop the said Property and construct building/s thereon in accordance with the plans sanctioned by the Metropolitan Magistrate Aurangabad. The Builder/ Developer/ Owner have got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said buildings to be constructed on the said plot / Property.

9. The Purchaser/s herein represent, assure and declare that Purchaser/s is/are entitled to and otherwise not debarred or disentitled to acquire the said Row house in the said building under the provisions of any law.

10. Relying on the Purchaser's representations, declarations and the assurance from the Purchaser about his / their satisfaction of marketable title and authority of the Builder/ Developer/ Owner, the Builder/ Developer/ Owner herein agreed to sell and the Purchaser/s herein agreed to purchase the said Row house at or for the total lumpsum consideration of **Rs. ----------/- (Rupees ---------- only)**.

11. The Purchaser/s herein prior to/at the time of the execution of these presents has/have paid to the Owners/Developers/Builder/ Developer/ Owner s a sum of **Rs. ----------/- (Rupees ---------- Only)**. being the part payment of the sale consideration of the Apartment / Row house agreed to be sold by the Builder/ Developer/ Owner to the allottee (the payment and receipt whereof the Builder/ Developer/ Owner do hereby admit and acknowledge) and the Purchaser/ allottee has agreed to pay to the Builder/ Developer/ Owner the balance of the purchase price / sale consideration in the manner as mentioned in this Agreement.

12. In the recitals and operative part of this Agreement, the term 'Purchaser/ allottee' shall include the purchasers of the residential Row house s hereby agreed to be sold and shall include a "firm", "corporation" or other legal entity, and shall deemed to include the plural and the feminine gender of the term 'Purchaser/ allottee'.

13. The Builder/ Developer/ Owner has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Builder/ Developer/ Owner accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

14. By virtue of the Title Documents the Builder/ Developer/ Owner have right to sell the Apartments in the said building/s to be constructed by the Builder/ Developer/ Owner 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;

15. On demand from the allottee, the Builder/ Developer/ Owner 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 Builder/ Developer/ Owner Architects **Bhale & Pathe Associates** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

16. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Builder/ Developer/ Owner, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Builder/ Developer/ Owner to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A and B',** respectively.

17. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure C**.

18. The Builder/ Developer/ Owner 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.

19. 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 Builder/ Developer/ Owner while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

20. The Builder/ Developer/ Owner has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

21. The allottee has applied to the Builder / Developer / Owner for allotment of an **Row house No. -- in "RAMTARA RESIDENCY"** being constructed on Property the property land Gut No. 245 totally admeasuring 27 Hector 43 R to the extent of 60 R (plot No.1 to plot No. 25, amenity plot along with open space and road area) situated at Karmad, Tq& Dist. Aurangabad.

22. The carpet area of the said Apartment / ROW HOUSE is **---------- square Mtr** 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 of the apartment.

23. 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;

24. Prior to the execution of these presents the Allottee has paid to the Builder/ Developer/ Owner a sum of **Rs. ----------/- (Rupees ---------- Only), as under**

1. _____
2. _____

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETOAS FOLLOWS:

1. The Builder/ Developer/ Owner shall construct the said building/s consisting *inter alia* namely **“"RAMTARA RESIDENCY”** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Builder/ Developer/ Owner shall be entitled to make variations or modifications in plans which does not adversely affect the Apartment of the Allottee and the alteration or addition required by any Government authorities or due to change in law.

1. (a) (i) The Allottee hereby agrees to purchase from the Builder/ Developer/ Owner and the Builder/ Developer/ Owner hereby agrees to sell to the Allottee **Row house No. ---- in "RAMTARA RESIDENCY”, having carpet area admeasuring ---------- sq. Meter as per RERA, (Built up area --------- Sq. Meters)** (hereinafter referred to as "the Apartment/ Row house ") as shown in the Floor plan thereof hereto annexed and marked **Annexures C** for the consideration of **Rs. ----------/- (Rupees ---------- Only).**

1. (b) The Allottee has paid on or before of this agreement a sum of Rs. --------- (Rupees ---------- Only) as part payment of the sale consideration amount and hereby agrees to pay to the Builder/ Developer/ Owner, the balance consideration amount of Rs. ---------/- (Rupees ---------- Only) in the following manner :-

Sr. No.	PARTICULARS	AMOUNTS
1	ON EXECUTION OF THE AGREEMENT TO SALE (30 %)	

2	ON COMPLETION OF PLINTH (15 %)	
3	ON COMPLETION OF RCC SLAB (25 %)	
4	ON COMPLETION OF BRICKWORK & INTERNAL PLASTERS (5 %)	
5	ON COMPLETION OF FLOORIMG & INTERNAL PLASTERS (5 %)	
6	ON COMPLETION OF EXTERNAL PLASTERS & EXTERNAL PLUMBING (5 %)	
7	ON FINISHING WORK & ELECTRICAL WORK COMPLETION (10 %)	
8	ON OR BEFORE POSSESSION (5 %)	

1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Builder/ Developer/ Owner by way of Goods and Service Tax (GST), and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Builder/ Developer/ Owner) up to the date of handing over the possession of the [Apartment/Row house].
1(e) The Total Price / Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority statutory in nature 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 Builder/ Developer/ Owner 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 Builder/ Developer/ Owner 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(d) The Builder/ Developer/ Owner 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 Builder/ Developer/ Owner . If there is any reduction in the carpet area within the defined limit then Builder/ Developer/ Owner 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 Builder/ Developer/ Owner shall demand additional amount from the Allottee as per the next milestone of the Payment Plan / Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) 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 said details.

2.1 The Builder/ Developer/ Owner 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 of the Contract/ Agreement for the Builder/ Developer/ Owner as well as the Allottee. The Builder/ Developer/ Owner shall abide by the time schedule for completing the project and handing over the [Apartment/Row house] 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 Builder/ Developer/ Owner as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Builder/ Developer/ Owner hereby declares that the Floor Space Index available as on date in respect of the project land is _____ sq. mtr. and Builder/ Developer/ Owner has planned to utilize Floor Space Index of _____ sq. mtr. 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 Builder/ Developer/ Owner has disclosed the Floor Space Index of ____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Builder/ Developer/ Owner by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Builder/ Developer/ Owner only. The Builder/ Developer/ Owner herein shall construct the said building/s on the said Plot in accordance with the plans, designs and specifications approved by the concerned local authority, which have been seen and agreed by the Purchaser. The Purchaser hereby agrees and give his / her / their irrevocable consent to the Builder/ Developer/ Owner herein to carry out such, alterations, modifications in the sanctioned layout/ building plans, as the Builder/ Developer/ Owner in his sole discretion thinks fit and proper and / or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local

authority provided that the Builder/ Developer/ Owner shall have to inform in writing to the Purchaser if such alterations and modifications adversely affect the carpet area of the said Row house of the purchaser. The Builder/ Developer/ Owner has made the purchasers aware and the purchaser hereby gives explicit no objection and irrevocable consent to the Builder/ Developer/ Owner to prepare the new/ revised layout and building plans even by shifting the locations of the buildings, open space, internal roads, position of dust bins, transformer plinths, pluming stations etc. adding new floors/buildings by adding new floors/buildings etc of the said properties and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Builder/ Developer/ Owner or as and when required by the Builder/ Developer/ Owner , and for the said purposes to sign all plans, without in any manner making the Purchaser liable for any costs and affecting his/her interest. The Purchaser has also given irrevocable authority and right to Builder/ Developer/ Owner construct additional floors on the said Buildings by taking requisite permission from the competent authority and accordingly amend/ revised the Deed of Declaration by incorporating revised plans or permissions of competent authority and/or altering or modifying the common facilities and/or amenities in the said building or scheme as per the convenience of Builder/ Developer/ Owner without causing any prejudice to Purchaser. The Purchaser undertakes and obliged not to raise any objection or obstruct the Builder/ Developer/ Owner in respect of additional construction in whatsoever manner and gives his/her unconditional consent to it.

4.1 If the Builder/ Developer/ Owner fails to abide by the time schedule for completing the project and handing over the [Apartment/Row house] to the Allottee, the Builder/ Developer/ Owner 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 Builder/ Developer/ Owner , interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Builder/ Developer/ Owner under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Builder/ Developer/ Owner .

4.2 Without prejudice to the right of Builder/ Developer/ Owner to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Builder/ Developer/ Owner 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 Builder/ Developer/ Owner shall at his own option, may terminate this Agreement:

Provided that, Builder/ Developer/ Owner 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 Builder/ Developer/ Owner within the period of notice then at the end of such notice period, Builder/ Developer/ Owner shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Builder/ Developer/ Owner shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Builder/ Developer/ Owner) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Builder/ Developer/ Owner .

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 Builder/

Developer/ Owner in the said building and the Apartment as are set out in **Annexure 'E'**, annexed hereto.

6. The Builder/ Developer/ Owner shall give possession of the Apartment to the Allottee on or before **31.03.2027.** If the Builder/ Developer/ Owner 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 Builder/ Developer/ Owner 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 Builder/ Developer/ Owner received the sum till the date the amounts and interest thereon is repaid. Provided that the Builder/ Developer/ Owner 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) Non-availability of steel, cement, labour, water, electricity supply or other materials. etc.

7.1 **Procedure for taking possession** - The Builder/ Developer/ Owner , upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Row house], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Builder/ Developer/ Owner shall give possession of the [Apartment/Row house] to the Allottee. The Builder/ Developer/ Owner agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Builder/ Developer/ Owner . The Allottee agree(s) to pay the maintenance charges as determined by the Builder/ Developer/ Owner or association of allottees, as the case may be. The Builder/ Developer/ Owner on its behalf shall

offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project or receiving Completion certificate by Architect.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy subject to payment of balance consideration amount and other dues payable as mentioned in this agreement.

7.3 **Failure of Allottee to take Possession of [Apartment /Row house]:** Upon receiving a written intimation from the Builder/ Developer/ Owner as per clause 7.1, the Allottee shall take possession of the [Apartment/Row house] from the Builder/ Developer/ Owner by executing necessary undertakings and such other documentation as prescribed in this Agreement, and the Builder/ Developer/ Owner shall give possession of the [Apartment/Row house] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment or from the date of completion of building, whichever is earlier to the Allottee, the Allottee brings to the notice of the Builder/ Developer/ Owner 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 Builder/ Developer/ Owner 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 Builder/ Developer/ Owner , compensation for such defect in the manner as provided under the Act. In case, any structural defect in the apartment or building arises within a period of 5 yrs due to the act or commission of the Allottee then the Builder/ Developer/ Owner shall not be liable to pay any compensation or rectify such defect.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/ show-

room for carrying on any industry or business. He shall use the garage or 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 Builder/ Developer/ Owner 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 byelaws of the proposed Society and duly fill in, sign and return to the Builder/ Developer/ Owner within seven days of the same being forwarded by the Builder/ Developer/ Owner to the Allottee, so as to enable the Builder/ Developer/ Owner 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. The Builder/ Developer/ Owner submits that in alternative, it reserves its right and liberty to execute Deed of Declaration and/or revised/ amended Deed of Declaration as per provisions of Maharashtra Ownership of Apartment Act, 1970 and submit the scheme/ project to the provisions of Maharashtra Ownership of Apartment Act, 1970.

9.1 The Builder/ Developer/ Owner 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/Builder/ Developer/ Owner and/or the owners in the said structure of the Building or wing in which the said Apartment is situated. Provided that, after transfer of the title of the building / wing to the association of the allottees the Builder/ Developer/ Owner shall continue to have the rights,

interest and entitlement to advertise, market, book, sell or offer to sell or transfer or allot to any person any apartment / Row house which is not sold or allotted to anybody. The Builder/ Developer/ Owner shall be allowed to sold or transfer to any person without objection or restriction by the association of the allottees and such person shall be allowed to use the common area and facilities as mentioned in this agreement with any restriction by the said association and will be the member of the said association.

9.2 The Builder/ Developer/ Owner 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/Builder/ Developer/ Owner 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 Builder/ Developer/ Owner 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.

10. The Allottee shall pay to the Builder/ Developer/ Owner all taxes like TDS, Labour Cess, GST [CGST and SGST] and all the current or future taxes whatever or made applicable to the project.

11. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Builder/ Developer/ Owner , the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of

conveyance or Lease of the project land, the Allottee shall pay to the Builder/ Developer/ Owner , the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

12. **REPRESENTATIONS AND WARRANTIES OF THE BUILDER/ DEVELOPER/ OWNER :** The Builder/ Developer/ Owner hereby represents and warrants to the Allottee as follows:

i. The Owner 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 rights 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 Builder/ Developer/ Owner 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 to be 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 Builder/ Developer/ Owner 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 Builder/ Developer/ Owner 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 Builder/ Developer/ Owner has not entered into any Agreement to 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/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Builder/ Developer/ Owner confirms that the Builder/ Developer/ Owner is not restricted in any manner whatsoever from selling the said [Apartment /Plot]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 Builder/ Developer/ Owner shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Builder/ Developer/ Owner 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 Builder/ Developer/

Owner in respect of the project land and/or the Project except those disclosed in the title report.

13. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Builder/ Developer/ Owner 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 Builder/ Developer/ Owner 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 Builder/ Developer/ Owner 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 Builder/ Developer/ Owner within fifteen days of demand by the Builder/ Developer/ Owner , 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 which are statutory in

nature, 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 Builder/ Developer/ Owner 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 Builder/ Developer/ Owner 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

Builder/ Developer/ Owner 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.

14. This Agreement, along with its schedules, 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. This agreement may only be amended through written consent of the Parties

15. The Builder/ Developer/ Owner shall maintain a separate account in respect of sums received by the Builder/ Developer/ Owner from the Allottee/s towards total price/consideration of the said and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/organization that may be formed, towards the out goings, legal charges etc. Provided that the Builder/ Developer/ Owner 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 there under.

16. The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right is to only to the use and unless specifically allotted/ 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 or the association of allottees (or the maintenance agency appointed by it and performance 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.

17. **BUILDER/ DEVELOPER/ OWNER SHALL NOT MORTGAGE OR CREATE A CHARGE**: After the Builder/ Developer/ Owner executes this Agreement he shall not mortgage or create a charge on the *[Apartment/Row house] 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/plot].

18. **BINDING EFFECT** Forwarding this Agreement to the Allottee by the Builder/ Developer/ Owner does not create a binding obligation on the part of the Builder/ Developer/ Owner 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 Builder/ Developer/ Owner . If the Allottee(s) fails to execute and deliver to the Builder/ Developer/ Owner 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 Builder/ Developer/ Owner , then the Builder/ Developer/ Owner 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/Row house /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/Row house], 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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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/Row house] to the total carpet area of all the [Apartments/ Row house] 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 Builder/ Developer/ Owner through its authorized signatory at the Builder/ Developer/ Owner 's Office, or at some other place, which may be mutually agreed between the Builder/ Developer/ Owner and the Allottee, in after the Agreement is duly executed by the Allottee and the Builder/ Developer/ Owner or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

26. The Allottee and/or Builder/ Developer/ Owner shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Builder/ Developer/ Owner will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Builder/ Developer/ Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Builder/ Developer/ Owner by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee (Allottee's Address) Notified Email ID: ----------

M/s Builder/ Developer/ Owner name (Builder/ Developer/ Owner Address) Notified Email ID: _____.

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

28. **JOINT ALLOTTEES** That in case there are Joint Allottees all communications shall be sent by the Builder/ Developer/ Owner

to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

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

30. **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 RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. **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

32. Notwithstanding anything contained in any of the provisions of this agreement the parties hereto (i.e the Builder/ Developer/ Owner and the Purchaser) agree, confirm, declare and record that the following clauses shall prevail over the provisions of this Agreement in case of any conflict with any of the provisions of this Agreement to the extent of such conflict;

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement to sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written. First Schedule Above Referred to Description of the freehold/leasehold land and all other details Second Schedule Above Referred to Here set out the nature, extent and description of common areas and facilities.

FIRST SCHEDULE

All that part and parcel of the Property land Gut No. 245 totally admeasuring 27 Hector 43 R to the extent of 60 R (plot No.1 to plot No. 25adm. area 3267.119 sq. mtr., amenity plotadm. area 300 sq. mtr., open spaceadm. area 600 sq.mtr. and road adm.area

1832.809 sq. mtr.) situated at Karmad, Tq& Dist. Aurangabad bounded as under:

EAST:	Kalyan Samptrao and others plots in land of gut No. 245 and plot No. Smt. NandabaiUkirde
WEST :	Agriculture land of Smt. NandabaiUkirde
SOUTH :	Agriculture land of AjinathUkirde
NORTH:	Agriculture land of Kokate

SECOND SCHEDULE

All the piece and parcel of **Row house No. --------- in "RAMTARA RESIDENCY" having carpet area admeasuring ------- sq. Meter as per RERA, (Built up area --------- Sq. Meters)** ON PLOT / Property bearing land Gut No. 245 totally admeasuring 27 Hector 43 R to the extent of 60 R (plot No.1 to plot No. 25adm. area 3267.119 sq. mtr., amenity plotadm. area 300 sq. mtr., open spaceadm. area 600 sq.mtr. and road adm.area 1832.809 sq. mtr.) situated at Karmad, Tq& Dist. Aurangabad and bounded as under:

EAST : ----------

WEST : ----------

NORTH : ----------

SOUTH : **----------**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS AND THE SEAL ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED.

SIGNED, SEALED & DELIVERED BY:

DEVELOPER / GRANTOR/OWNER		
Ramtara Realty partnership firm through its partner		

Gaurav Kulbhushan Agrawal		
PURCHASER		
WITNESS		