AGREEMENT TO SALE

(As per **Rule 10** of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017)

This Agreement made at **Aurangabad** this _____day of _____ 2022

Between

Sai Builders and Developers
(PAN AEFSS5249Q)
A Partnership Firm, Through Its Partners

1] **Mr. BabasahebRaghunath Sable**
(Aadhar No. _____)
Age 46 Years, Occu Business
R/o. Aditya Nagar, Harsul, Aurangabad

2] **Mr. Anil Daulatrao Borse**
(Aadhar No. _____)
Age 41 Years, Occu Business
R/o. Rajtara Housing Society, Harsul, Aurangabad

3] **Mr. Sandeep Daulatrao Borse**
(Aadhar No. _____)
Age 51 Years, Occu Business
R/o. Auditor's Housing Society, Jalgaon Road, Aurangabad

4] **Mr. Abhijit Bhaskarrao Deshmukh**
(Aadhar No. _____)
Age 44 Years, Occu Business
R/o. Plot No. 439, N 3, CIDCO, Aurangabad

5] **Mr. Pravin Pandurang Chavan**
(Aadhar No. _____)
Age 45 Years, Occu Business
R/o. Plot No. 2C, Nyalalayeen Housing Society,
N 8, CIDCO, Aurangabad

6] **Mr. Satish Limbaji Mete**
(Aadhar No. _____)
Age 41 Years, Occu Business

R/o. Plot No. 12, 1st Floor, Safallya Nagar,
Harsul, Aurangabad

7] Mr. Balu Machindra Autade
(Aadhar No. _____)
Age 35 Years, Occu Business
R/o. Harsul, Aurangabad

(Hereinafter referred to as **"Promotor / Vendor"** which expression shall mean, include all their heirs, successors, representatives, executors, administrators and assignee etc.)

AND

[1] Mr. _____
(Aadhar No. _____)
Age: ____ Years, Occu : _____
R/o. _____
_____

[2] Mrs. _____
(Aadhar No. _____)
Age: ____ Years, Occu : _____
R/o. _____
_____

(Hereinafter referred to as **"Purchaser / the Allottee"** which expression shall mean, include all their heirs, successors, representatives, executors, administrators and assignee etc.)

[A] History of Title of Project Land

WHEREAS by virtue of Registered Sale Deed (Dated 25.02.2022 Document No. 970 registered with Sub Registrar No. 02 Aurangabad) executed by Mr. Arun Balkrishnarao Pargaonkar the Promotor / Vendor is the owner and possessor of the following **Tenement Plots situated at Survey No. 103, Village Harsul, Aurangabad, Tq and Dist Aurangabad;**

Sr	Tenement Number	Tenement Plot Area (In Sqm)
1	**A – 01**	70.965
2	**A - 02**	57.150
3	**A - 03**	57.150
4	**A - 04**	57.150
5	**A - 05**	57.150

6	**A - 06**	57.150
7	**A – 07**	57.150
8	**A - 08**	57.150
9	**A - 09**	57.150
10	**A - 10**	57.150
11	**A - 11**	57.150
12	**A – 12**	57.150
13	**A – 13**	106.10
14	**A – 14**	90.825
15	**A - 15**	72.670
-	**Total**	**982.89**

Sr	Tenement Number	Tenement Plot Area (In Sqm)
1	**B – 01**	46.275
2	**B – 02**	30.00
3	**B – 03**	30.00
4	**B – 04**	30.00
5	**B – 05**	30.00
6	**B – 06**	30.00
7	**B – 07**	30.00
8	**B – 08**	30.00
9	**B – 09**	30.00
10	**B – 10**	30.00
11	**B – 11**	30.00
12	**B – 12**	30.00
13	**B – 13**	33.86
14	**B – 14**	31.76
15	**B - 15**	30.00
-	**Total**	**471.895**

[B] Layout Plan

WHEREAS the earlier owner Mr Arun Balkrishnarao Pargaonkar has obtained approved layout plan dated 08.10.2021 from the Aurangabad Municipal Corporation. The aforesaid Plots are carved out from this layout plan only.

[C] Non-Agricultural Permission

WHEREAS the earlier owner Mr Arun Balkrishnarao Pargaonkar has obtained NA Order dated 13.12.2021 passed by the Sub Divisional Officer, Aurangabad.

[D] Commencement certificate / Building Permission

WHEREAS the earlier owner Mr Arun Balkrishnarao Pargaonkar has obtained Commencement certificate and Approved Building Plan dated 20.04.2022 from the Aurangabad Municipal Corporation.

[E] Construction

WHEREAS the Promotor / Vendor carrying out construction of Tenement as per the aforesaid development permissions.

[F] Appointment of Specialize Professionals

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 / Civil Engineering and the structural Engineer till the completion of the Tenement.

[G] Allotment

AND WHEREAS at the request of the Allottee, the Promotor has offered **Tenement No. _____ (Tenement Plot Area _____ Sqm) (Built up area adm. _____ Sqm)** in the said project known as "**PARGAONKAR NAGAR"** (herein after referred to as the said "Tenement")

[J] Consideration

AND WHEREAS, the total consideration is **Rs _____ (In Words Rupees _____ Only)** and 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 Tenement 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 the Promoter has sole and exclusive right to sell the Tenement in the said project to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Tenement 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 related documents of this project. The Allottee is satisfied with the title, documents, permissions etc

AND WHEREAS as requested by the Allottee all the required documents / permissions of this project are annexed with this Agreement to Sale.

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 project.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

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

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Tenement 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 sale and the Allottee hereby agrees to purchase the said Tenement.

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 project accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

2. The Allottee agreed to pay the entire consideration amount to the Promotor in the following manner :

Sr No.	Percentage of Consideration	Payment Schedule
1	10 %	At the time of Booking
2	50 %	At the time of registration of agreement to sale
3	85 %	After completion of Slab/s
4	100 %	At the time of Possession

4. 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.

5. 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.

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

8. 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 Tenement 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.

9. The Promoter hereby declares that the Floor Space Index available is as per the approved / sanctioned building permissions.

10. If the Promoter fails to abide by the time schedule for completing the project and handing over the Tenement 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. 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.

11. Without prejudice to the right of promoter to charge interest in terms 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 further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Tenement which may till then have been paid by the Allottee to the Promoter.

12. The fixtures and fittings with regard to the flooring and sanitary fittings with particular brand to be provided by the Promoter in the said Tenement.

13. **Procedure for taking possession** –

The Promoter, upon completing the construction work and the payment made by the Allottee as per the agreement shall offer possession of the Tenement.

14. The Allottee shall take possession of the Tenement within 15 days upon completion of the construction work.

15. **Failure of Allottee to take Possession of Tenement**:

Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Tenement 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 Tenement to the allottee. In case the Allottee fails to take possession within the time provided in this Agreement such Allottee shall continue to be liable to pay maintenance charges as applicable.

16. If within a period of five years from the date of handing over the Tenement to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Tenement or the building in which the Tenement is 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.

17. The Allottee shall use the Tenement or any part thereof or permit the same to be used only for residential purposes or the purposes specified in the building permissions.

18. The Allottee along with other allottee(s)s of Tenement
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.

19. The Allottee shall pay to 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.

20. **THE PROMOTER HEREBY REPRESENTS AND WARRANTS TO THE ALLOTTEE AS FOLLOWS:**

21. The Promoter has clear and marketable title with respect of the project land 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.

22. 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;

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

24. 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;

25. 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;

26. 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 Tenement which will, in any manner, affect the rights of Allottee under this Agreement;

27. 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;

28. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Tenement may come, hereby covenants with the Promoter as follows :-

29. To maintain the Tenement at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the

Tenement is taken and shall not do or suffer to be done anything in or to the building in which the Tenement 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 Tenement is situated and the Tenement itself or any part thereof without the consent of the local authorities, if required.

30. Not to store in the Tenement 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 Tenement 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 Tenement is situated, including entrances of the building in which the Tenement is situated and in case any damage is caused to the building in which the Tenement is situated or the Tenement on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

31. To carry out at his own cost all internal repairs to the said Tenement and maintain the Tenement 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 Tenement is situated or the Tenement 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.

32. Not to demolish or cause to be demolished the Tenement 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 Tenement or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Tenement is situated and shall keep the portion, sewers, drains and pipes in the Tenement 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 Tenement 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 Tenement without the prior written permission of the Promoter and/or the Society or the Limited Company.

33. 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 Tenement is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

35. 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 Tenement is situated.

36. 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 Tenement by the Allottee for any purposes other than for purpose for which it is sold.

27. 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 Tenement until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

38. 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 Tenement 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 Tenement 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.

39. Till a conveyance of the structure of the building in which Tenement 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.

40. Till a conveyance of the project land on which the building in which Tenement 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.

41 **Right to Amend**

This Agreement may only be amended through written consent of the Parties.

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

43. **Stamp Duty and Registration**

The charges towards stamp duty and Registration etc. of this Agreement shall be borne by the allottee.

44. **Dispute Resolution**

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

45. **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.

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

SCHEDULE

Tenement No. _____ (Tenement Plot Area _____ Sqm) (Carpet Area adm. _____ Sqm) in PARGAONKAR NAGAR at Survey No. 103, Village Harsul, Aurangabad, Tq and Dist Aurangabad which is bounded as under;

East	:	
West	:	
North	:	
South	:	

SIGNED AND DELIVERED BY THE WITHIN NAMED

Sai Builders and Developers
(Promotor / vendor / Seller)
A Partnership Firm, Through Its Partners

1] Mr. BabasahebRaghunath Sable

2] Mr. Anil Daulatrao Borse

3] Mr. Sandeep Daulatrao Borse

4] Mr. Abhijit Bhaskarrao Deshmukh

5] Mr. Pravin Pandurang Chavan

6] Mr. Satish Limbaji Mete

7] **Mr. Balu Machindra Autade**

Mr. _____
(Purchaser / Allottee)

Mr. _____
(Purchaser / Allottee)

WITNESSES:

1] _____

_____

_____

2] _____

_____

_____

ALLOTMENT LETTER

Date_ 21/04/2022
To,
Name of Allotee
Address

Dear
Sir/Madam,

1. We are pleased to allot you Row House No. In the building___ Known as" PARGAONKAR NAGAR 01" at **Gut No.103 (P), Harsul,Aurangabad,431001**, having Carpet Area_____sq. mtrs, equivalent to___ sq.ft., as per the definition under the Real Estate (Regulation and Development)Act2016 along with deck & enclosed balcony (if any) admeasuring___sq. mtrs. which is equivalent to___sq. ft. carpet area aggregating to_____sq. mtrs. which is equivalent to_____ sq.ft. carpet area{(Carpet Area_____sq. mtrs. Equivalent to_____sq. ft. as per the definition under the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963} , for total consideration of Rs. /- (Rupees Only) including proportionate common areas and facilities appurtenant to the Apartment, hereinafter referred to as the Said Apartment, along with he benefit to use _____Covered/ Mechanised car parking/s, which shall be paid by you to us as follows:-

Mode Of	
% of Total	At The Time of
10%	Booking
20%	Casting of Parking Slab
20%	Casting of last RCC Slab
20%	On Brick Work
10%	On Plaster
15%	On Flooring
5%	On Finishing

You shall on or before delivery of possession of the said Apartment pay to us/Promoters, the following amounts:-

(i) Rs. 500/- (for Individual), Rs. 1000/- (for Company) towards share money, Rs. 100/- application entrance fee of the Society or Limited Company / Federation / Apexbody.
(ii) Rs._____/- for formation and registration of the Society or Limited Company / Federation /Apexbody.
(iii) Rs._____/- towards non-refundable Club House cost.
(iv) Rs._____/- towards provisional contribution towards outgoings of Society / Federation / Apexbody
(vi) Rs._____/- towards Development Charges
(vii) Rs._____/- towards Legal & Documentation charges

(viii) Rs. /- provisional amount towards the deposit/premium/charges/expenses for procuring and using electric, water, drainage, sewerage connections etc., will be extra and payable at the time of possession.

(ix) Rs._____/-on or before taking possession of the said Apartment ,to meet the future maintenance of

Internal Layout Roads, Recreation Areas, Street Lighting etc. and for the purpose of maintenance and upkeep of recreation areas and other facilities which the Promoters provide specifically for the Allottee/s of Apartment in the Project Land and earmark the same for the purpose of use thereof by the Allottee/s of Apartment inthe
buildings in the said property.

The non-refundable club house cost quoted as aforesaid are/shall be over and above the maintenance and usage charges for the club i.e. there will be separate charges for usage as well as maintenance and management of the club house.

1) We have informed you and you are aware that–

(i) We are constructing / have constructed the Said Building"____", with P + floors, here n afterre ferred to as the Said Building", as a part of layout development of the project named as **"PARGAONKAR NAGAR 01".**

ii) Charges on monthly basis will be extra, as applicable for usage, maintenance and
the operation of the Club House to be paid to the Promoters or to the Society of the Allottee/s

The Agreement for Sale of the Said Apartment, containing the detailed terms and conditions for the sale of the Said Apartment has shown to you and has been approved by you and agreed upon between us, which will be executed immediately by you on payment of ten per cent of the total consideration of the said Apartment. In the event of your not coming forward to execute and register Agreement within a stipulated period of 30 days, then we are entitled to sell / allot the said Apartment to any third person without taking any prior consent from you. In such event, we will be entitled to deduct there from 10% of the total Consideration. In such event, you will not be entitled to make any claim of whatsoever nature to the saidApartment.

2) Stamp duty & registration charges on Agreement for Sale of the Said Apartment shall be borne by you alone

3) You have confirmed that this Letter of Allotment supersedes previous writing/s and document/s, if any, exchanged / executed between us in respect of this Transaction and that only this Letter of Allotment constitutes the entire understanding / agreement arrived at between the parties hereto for sale of the SaidApartment.

4) Please note that each of the aforesaid installments are to be paid by you as stipulated in demand notice/s which shall be sent to you, by email and at your above mentioned address. The notice issued to you as aforesaid, shall be deemed to be a good service upon you. The time stipulated in the demand notice/s shall be the essence of the Contract in this behalf. In the event of non-payment of any of the installments as per the demand notice/s, then at the end of such notice period, we shall be entitled to terminate this Allotment letter/Agreement and in such event you shall be liable to pay to us 25% of the total consideration for purchase of the Apartment as liquidateddamages

5) Any communication, including notices for intimation for completion of work, demand notices and any other communication pertaining to the Said Apartment, will be forwarded to your E-mail ID as given by you. i.e. and your above mentioned address. You undertake to intimate us immediately in the event of any change in your E-mail ID and/oraddress.

6) Without prejudice to our right of termination as aforesaid, you shall be liable to pay monthly compoundable 12% interest from the date the amount become due till payment to us on all such delayedpayments.

7) The amount/s paid by you to us shall be appropriated firstly towards taxes payable by you, then towards interest payable for all outstanding installments towards consideration in respect of the Said Apartment, cheque bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the SaidApartment.

8) Please note that any liability arising out of Service Tax provision and/or VAT and/or GST, including all increase and/or addition/s thereon or any other taxes as may be applicable from time to time in respect of this Allotment / transaction mentioned herein, shall be borne and paid by you alone.

9) We have informed you and you are aware that as per Finance Act of 2013, TDSis applicable on transfer of immovable property, wherein the consideration of the property exceeds or is equal to Rs. 50 Lakhs. Section 194 IA of the Income Tax Act, 1961 for all such transactions with effect from June 1, 2013, Tax @ 1% should be deducted by the purchaser of the property at the time of making payment of sale consideration and submit

copy of challans to us.

TDS certificate in Form 16B is required to be issued by you as a final confirmation of credit to **Sai Builders and Developers** in respect of the taxes deducted and deposited into the Government Account **Sai Builders and Developers - PAN No.: AEFFS5249Q**

Your Faithfully
For, I Confirm,

Authorized Signatory

Allotee.