

Annexure 'A'

Model Agreement to Sale Draft

**AGREEMENT FOR SALE OF SHOP/SHOWROOM/OFFICE NO. -----
SITUATED IN "SAFFRON LANDMARK"**

THIS AGREEMENT FOR SALE MADE AND EXECUTED AT AURANGABAD ON THIS DAY
OF IN THE CHRISTIAN YEAR TWO THOUSAND
TWENTY TWO.

BY AND BETWEEN

SAFFRON ASSOCIATES, a partnership firm registered under the Indian partnership Act, 1932, having its principal place of business at Shop no. 14/15, Lower level, City pride, Mondha naka, Jalna road, AURANGABAD – 431001, (PAN ABXFS7091M), represented by its authorized Partners (as per the partnership deed),

- 1) **Mr. Anil Popatlal Munot**, (Aadhar no. 3607 4615 0843)
Age :53, Occ : Business
R/o.H.No.2635/1, Navkar Bungalow, Khadakeshwar, Aurangabad.
- 2) **Mr. Mahesh Vithalrao Labhshetwar** (aadhar no. 6808 0613 2822)
Age :46, Occ : Business
R/o. Plot No.50, Vedant Nagar, Aurangabad.
- 3) **Mr. Rajesh Baliram Vargantwar** (aadhar no. 9923 9999 8972)
Age :53, Occ : Business
R/o.3, Green Park Apartments, Osmanpura, Aurangabad.

(Hereinafter referred to as the Owner/Promoter (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

PARTY OF THE FIRST PART.

AND

1. -----
2. -----

Hereinafter referred to as "**THE ALLOTTEE** " (which expression shall unless it be repugnant to the context or meaning thereof mean and include its/their/her/ his heirs, legal representatives, executors, administrators and assigns or anybody claiming through him/them) **OF THE SECOND PART.**

WHEREAS promoter M/s Saffron associates has purchased by a sale deed NO. AGG -5 724 dated 24th January 2011 from Smt. Sarojben, wife of Manilal shroff and thirteen other individuals as mentioned in the said sale deed, an immovable property being piece or parcel of freehold land bearing Survey No.57/P lying and being survey no. 57 at Village Satara, Beed bypass road, Aurangabad 431010, in the Registration sub-District of Aurangabad, admeasuring 03 H 48 R, 34800 sq. mtrs. or thereabouts more particularly described in the **Schedule - I** hereunder written. The said land is having an N.A. permission from the authorities no. 280 dated 06 – 12 – 2010. Out of this above described land the permissible area of land as per sanction is 27195 sq. mts. The land area earmarked for this project is 11948 sq. meters out of this permissible area and said land is earmarked for commercial development under the name and Style of "**SAFFRON LANDMARK**" which is hereinafter referred to as "Said Project Land".

AND WHEREAS, There is no covenant affecting the said property, there is no impediments attached to the said property, there are no tenants and there is no illegal encroachment. No permission is required from any Government or Authority which affects the title to the property of the property. However, an equitable mortgage is created by SBI on the complete project land as per letter of arrangement dated 27 -08- 2015. There is no other charge or encumbrance except as said above.

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

AND WHEREAS the Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project land, comprising four projects under the name and style of "**SAFFRON TRANQUIL LANDSCAPE**", "**SAFFRON LANDSCAPE**" **PHASE I & PHASE II**, & "**SAFFRON LANDMARK**". The Promoter herein has right to develop the project land, and the promoter has decided to carry out construction hereinafter referred as "**SAFFRON LANDMARK**" comprising of commercial building consisting of _____ nos. of basement, _____ nos. of floors (Ground floor plus _____ floors) admeasuring Sq.mtrs. as built-up area, and propose to construct on the project land commercial Shops / Offices / Hotel/ Mall, etc. and/ or thereabouts more particularly described in **Schedule-**_____and shown in **Annexure** _____. This is as per the revised permission/ commencement letter obtained from AMC no. 859/ 2016-17 dated 23 – 12- 2016. There after revised permission is obtained from AMC Having No.45/2020-21 in File No. 32/17/2020-21 dated 16/04/2021. Further there may be an addition of a built area in future and a revised permission will be sought for the same. The balance area construction potential of the said piece of land, remaining after consumption of floor space index for the Phase-I, is proposed to be consumed by the Owners /Promoters, over a period and in a phase wise manner and for such purposes of construction of further phase/s, as the Owners / Promoters may deem fit and would be developed by utilizing all present and future development potential, FSI, TDR and such other development potential, as may be available in respect to the Lands, from time to time. The promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Flats in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s with the Allottee/s, of the Flats and to receive the sale price in respect thereof. That by virtue of the above said documents, the Promoter, herein, is entitled to implement the Scheme of construction on the said Project Lands and to deal with it as per the terms and conditions of the said documents.

AND Whereas, the Allottee is offered an Shop/Showroom/ Unit/ Office, etc bearing No. _____ on the _____ floor, (hereinafter to be referred to as the said "Apartment") in the building name and style as "**SAFFRON LANDMARK**" (**hereinafter to be referred to as said "Building/s"**) being constructed in the PHASE _ of the said project by the Promoter;

AND WHEREAS the Promoter has entered into a standard agreement with its Architects, **viz Manoj Kala & Associates**, having its office at 301-302, B wing, Altius, Space Olympia, Sutgirni chawk, Garkheda, Aurangabad ,hereinafter referred to as "the Architect"), who are registered with the Council of Architecture,

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016, with the Real Estate Regulatory Authority, at **Maha Rera Registration no.** _____ and authenticated copy is attached in Annexure ____

AND WHEREAS the Promoter has appointed a structural engineer **M/s Core consultants**,

having its office at Orrion City Care Hospital , Osmanpura, Aurangabad 431001, for the preparation of the structural design and drawings of the said project/buildings, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

AND WHEREAS by virtue of the sale deed, the Promoter has sole and exclusive right to sell the Apartments in the said building/s 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 the Allottee/s demanded from the Promoter, and the Promoter herein, has allowed inspection to the Allottee/s of all the documents of title of the said Project lands, the aforesaid Articles of Agreement/s, Power of Attorney/s, list of amenities and specification, plans, designs and specifications, etc., prepared by the Promoter Architects, i.e, **Manoj Kala & Associates** and all such other requisite documents as are specified under the Real Estate (Regulation and Development), Act, 2016, (hereinafter referred to as "the said Act") and the rules made there under and the Allottee/s has/have had such title verified through his/her/their independent Advocate and got himself/herself/ themselves, fully satisfied about the marketable title of the Promoter in respect of the said Project lands and no document is, remained to be provided with, by the Promoter unto the Allottee/s herein; That the Allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Promoter up and until the conveyance of the said Project and the said land there under.

AND WHEREAS the copies of certificate of title shall be issued by _____, ADVOCATE of the Promoter, copies of the property card of extract of Village Forms VII or XII or any other relevant revenue record showing the nature of the title of the Promoter to the said Project lands on which Shops / Hotels/ Restaurants/ showrooms /Offices are to be constructed, copy of commencement certificate and copy of approved plan have been annexed hereto as Annexure __ and __ respectively;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Unit/shop agreed to be purchased by the Allottee, as sanctioned and approved by the local authority , i.e, Aurangabad Municipal Corporation have been annexed and marked as Annexure D

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

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

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

AND WHEREAS the Allottee has offered to purchase a **Shop/Unit/Office No. ----- on the ----- Floor**, (herein after referred to as the said "Shop/Office/Unit") in the

Project called as **"SAFFRON LANDMARK"** by the Promoter;

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

AND WHEREAS The "RERA carpet area" is calculated as the net usable floor area of a Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Shop for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Shop for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Shop. Allottee/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately 3 percent.

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..... (Rupees) only, being part payment of the sale

consideration of the Unit/shop 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 registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Unit/shop 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/Plot) and the garage/covered parking (if applicable)

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

1. CONSTRUCTION OF THE PROJECT/SHOP: -

The Promoter shall construct the said Project in accordance with the plans, designs and specifications as approved by the concerned local Authority from time to time and which have been seen and approved by the Allottee with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority and/or the Government Authority to be made in them or any of them for which the Allottee hereby gives the consent.

The Allottee shall not object to the Promoter for making changes in and revising the layout, plans of the Project as required by the Promoter due to additional FSI available or otherwise, as per the Promoter's discretion as permitted legally and as prescribed in law including RERA. Provided that the Promoter shall obtain prior written consent of at least 2/3rd Allottee/s in respect of variations and modifications which may adversely affect the Shop of the Allottee/s except any alterations or additions or modifications in the sanctioned plans and specifications of the Project or common areas of the said Project which are required to be made by Promoter in compliance of any direction or order, etc. issued by, the Competent Authority or Statutory

Authority, under any law of the State or Central Government, for the time being in force or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer. Promoter may also make such minor additions and alterations as may be required by the Allottee. The Promoter has disclosed the details of Floor Space Index in Clause No 3 that can be utilized on this Project land so if in future, the Promoter wishes to utilize the F.S.I. upto the extent disclosed in clause No.7, no consent will be required from Allottee. Therefore, in accordance with the sub rule (4) of rule 4 of Real Estate Regulation Rules, 2017 the Allottee hereby gives specific consent to the local authorities and also to the Promoter and has no objection against the Promoter for the following:

- a) To construct the Project as per the future potential layout/building plan.
- b) Changes in building/layout plan due to instructions received from local Authority.
- c) Minor additions or alterations.
- d) To make changes in floor plans of other floors.
- e) To make changes in floor plans of other Shops / Hotels/ Restaurants/ Showrooms/ Hotel/restaurant /Offices.

(Signature of Allottee)(This consent shall be construed as informed consent)

1. a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Shop/Showroom No. 01 having carpet area admeasuring _____ square meters as per RERA situated on _____ Floor** in the **SAFFRON LANDMARK** (hereinafter referred to as "the Apartment/Shop/Unit" for the sake of brevity and convenience which is more particularly described in Schedule II hereunder written) for the consideration of **Rs. _____** and this amount is inclusive of the price for the carpet area of the said Shops and proportionate share in the common areas and facilities but excluding all other expenses, charges and statutory taxes separately mentioned herein below, which is more particularly described in _____ Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Shop/Unit/shop bearing Nos_ situated at _____ Rs. _____/-

(iii) It is hereby agreed that suitable parking spaces is provided on Two Basement Floors of "SAFFRON LANDMARKS" building/project and the unit holders is made aware of the fact that the parking is at FIRST COME FIRST SERVE basis and there is no designated or allotment of parking spaces to Shop/unit holders. It is specifically agreed by the allottee/s herein that they shall be entitled to use the entire parking area in common with the allottees as well as guests/visitors. The allottees amongst themselves agreed that this arrangement is final, irrevocable and binding amongst all of them and the said right shall be perpetual and run along with their respective tenements and shall be heritable and transferable alongwith their respective tenements and shall not be separated. The promoter has reserved parking spaces at Third Basement Floor for future use/purpose and same will be at discretion of the promoter to allot and designate parking spaces to any of the unit holders as and when need arises.

1 (b) The total aggregate consideration amount for the Unit/shop is thus Rs. _____/-

1 (c) The Allottee has paid on or before execution of this agreement a sum of Rs _____/- (Rupees _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees _____) in the following manner :-

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Unit/shop is located.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Unit/shop is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.
- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Unit/shop is located..
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Unit/shop is located.
- viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Unit/shop to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, 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 Promoter) up to the date of handing over the possession of the said 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 may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @_% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) 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(h) 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.

1(i) 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 Unit/shop to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Shop until the occupation/completion certificate is received from the local Authority and the Allottee has paid all dues payable under this Agreement in respect of the said Shop to the Promoter and has paid the necessary maintenance amount/deposit, G.S.T and other taxes payable under this Agreement of the said Shop to the Promoter and has signed possession documents. However for the purpose of defect liability on / towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said Project as stated in the said Agreement. That further it has been agreed by the Allottee that any damage or change done within the unit sold or in the Project done by him/ them or by any third person on and behalf of the Allottee then the Allottee expressly absolves the Promoter from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the Promoter. After the receipt of occupation/completion certificate from Aurangabad Municipal Corporation, the Promoter shall be free from any liability in case of any addition and/or alteration to the Shop / Project by the Allottee/s, any damage to the building by accident, any tempering with the geometrical sections of the building, lack of maintenance by the Allottee/s or apartment associations, any event of force majeure and any act of God.

2.1 Time is essence for the Promoter as well as the Allottee. The Promoter will abide by the time schedule for completing the project and handing over the said unit/shop to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned

in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Unit/shop 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. The Promoter shall be entitled to load this additional F.S.I. at any time on the said Project land and the Allottee/s give his/her/their irrevocable consent to the same. The Allottee/s has/have given his/her/their irrevocable consent thereof and the Promoter shall be entitled to revise the plans, get the sanctioned from local Authority, construct the additional units/floors as may be permitted by the local Authority and the Allottee/s shall fully co-operate with the Promoter to enable the Promoter to make any addition/alteration on the said land in accordance with the plans sanctioned or which may be herein after sanctioned by the concerned Local Authority. In case any land or any portion of the said land is acquired by any Authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I./T.D.R. in lieu of compensation. Notwithstanding anything contained anywhere in this Agreement, the Allottee hereby declares, confirms and agrees that-

(a) the Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the Project land either as Floating Floor Space Index or otherwise, so also to use the same in a manner and at a location, either in phased manner or otherwise, as may be exclusively decided by the Promoter,

(b) An Apartment Association or condominium shall be formed as per Deed of Declaration u/s. 2 of MAO Act, 1970.

The conveyance of the common areas & spaces of said Project together with the building/s constructed thereon, shall be executed by the Promoter in favour of Apartment association or condominium which will be formed after completion of the project;

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the said unit to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any

agreed 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 Unit/shop which may till then have been paid by the Allottee to the Promoter.

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 Unit/shops are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Unit/shop to the Allottee on or before..... day of20____. If the Promoter fails or neglects to give possession of the Unit/shop 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 Unit/shop with interest at the same rate as may be 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 Unit/shop on the aforesaid date, if the completion of building in which the Unit/shops to be situated is delayed on account of -

- (i) war, civil commotion or act of God, drought, fire, floods, earthquake, pandemic, epidemic, lockdown or any calamity by nature or man made affecting regular development of the real estate etc ;
- (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 affecting development of the project;
- (iv) Delay in grant of any NOC/permission/license/connection for installation of any services such as lifts, electricity and water connections and meters to the project or completion certificate from the local authority;
- (v) In case of delay or default in payment or dues by the Allottee/s under this agreement;
- (vi) Non-availability of sand, cement, steel, manpower, etc which affects the development and construction of the project;
- (vii) Pendency of any litigation,

where actual work of said Project could not be carried by the Promoter as per sanctioned plan due to specific stay or injunction orders relating to the said Project from any Court of law, or Tribunal, Competent Authority, statutory Authority high power committee etc. or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Shop, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within **30** days from that date. After any refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

That the Allottee/s further agree/s that even where 'substantial completion' of works has been done and after receiving OC from the Competent Authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if

the Promoter is not allowed by the Allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Promoter.

- 7.1 Procedure for taking possession** - The Promoter, 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 unit/shop, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the said unit/shop 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 7 days of receiving the occupancy certificate of the Project.
- 7.2** The Allottee shall take possession of the Unit/shop 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 Failure of Allottee to take Possession of said Unit/Shop :** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the unit/shop 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 said unit/shop 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, property taxes, electricity charges, interest on delayed payment and any other expenses & outgoing in respect of the said shop and the Promoter shall not be liable for the maintenance, wear and tear of the said shop.

Compensation – That the Allottee has given his specific confirmation herein that the responsibility of the title of the said land be on the Promoter up and until the conveyance of the said Project and the said land thereunder.

Except for occurrence of the events stating herein above, if the Promoter fails to complete or is unable to give possession of the Shop (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/s wish/es to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Shop, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within **30** days.

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 Shop.

Before delivery of possession of the said Shop, the Allottee/s shall satisfy himself/herself/themselves about the correctness of area of the said Shop and about the quality of the construction work and specifications/amenities provided. Thereafter the Allottee/s shall not be entitled to make any complaint in this particular regard and all the rights regarding the same shall be deemed to have been waived. The Allottee/s, after receiving the possession of the said Shop, has/ have to duly verify all that has been handed over in this regard and if any kind of defect in respect of fixtures and fittings, doors, aluminiums windows etc, is noticed in the said Shop, the Allottee/s shall

inform/intimate the Promoter herein immediately and the Promoter shall be the responsible to repair such defects at its own cost. The Promoter shall ensure that the handover of possession is conducted smoothly and due acknowledgement in writing is taken from the Allottee as to his/her/their satisfaction regarding the same. After the possession of the Shop/ Project is handed over, if any, work thereafter is required to be carried out by the Government or Municipality or Statutory Authority, the same shall be carried out by the Allottee/s in co-operation with the other Allottee of the Shops and/or the ultimate organization in the said Project at their own costs and the Promoter shall not be in any manner liable or responsible for the same provided the Promoter has duly discharged its duties in all aspects and that it is out of purview of the Promoter duties and responsibilities under these presents.

The Promoter shall give possession of the said Shop to the Allottee on or before the date prescribed herein above and on receiving all the dues payable by the Allottee to the Promoter, if any. The Allottee hereby agrees and confirms that he/she/they does not have any objection with regard to receiving the possession of the said Shop at such early date from the Promoter herein and as such hereby admits and undertakes to make payment of full consideration in respect of the said Shop and all other amounts payable by the Allottee in respect of the said Shop at such early date, in the event the Promoter is able to expedite the development of the said Shop and handover the possession of the same at such early date.

The Promoter may complete part portion or floor of the Project and obtain part occupancy certificate and give possession of the Shop to the Allottee hereof and the Allottee shall not be entitled to raise any objection thereto. Upon the Shop Allottee taking possession of the said Shop (including the Allottee taking possession of the said Shop) in such partly completed or portion or floor, the Promoter or their agents or contractors shall carry on the remaining work with the Allottee occupying his/her/their/its Shop. The Allottee shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/they/it.

- 7.4 If within a period of five years from the date of handing over the Unit/shop to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit/shop or the building in which the Unit/shop 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.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Shop of Project and in specific the structure of the said unit of the said Project which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the toilet 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 wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Shop by the occupants, vagaries of nature, damage to electrical equipments due to voltage fluctuations, force majeure, abnormal heavy rains, abnormal fluctuation in temperature etc.

That the Allottee shall indemnify and keep indemnifying the Promoter towards/ against any actions, proceedings, cost, claims and demands in respect of any

breach, non-observance or non- performance of such obligations given specifically herein to the Allottee.

That it shall be the responsibility of the Allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Shop are regularly filled with white cement/epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Promoter to the

Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/ Project, 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.

That the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall 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 Shops and the common Project amenities wherever applicable.

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

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 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 unit and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

8. The Allottee shall use the Unit/shop or any part thereof or permit the same to be used only for purpose of /office/show-room/shop/godown for carrying on any industry or business. He shall use the parking space only for purpose of keeping or parking vehicle.
9. The Allottee has agreed that the terraces/ area open to the sky in the building exclusively owned and belonged to the Promoter and Promoter are entitled to use the said spaces for Rooftop restaurant/ Play area/ Banquet Hall which can be sold and convey to any third party. The Promoter has annexed the plan with this agreement showing the spaces which will exclusive belong to the Promoter.
10. The Allottee along with other allottee(s)s of "SAFFRON LANDMARK" building shall join in forming and registering the Society or Association as per Deed of Declaration or Condominium 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 as per Deed of Declaration or Condominium or a 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 of Association or Condominium, 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.

- 10.1 The Promoter shall, within three months of registration of the Society or Association as per Deed of Declaration or Condominium or a Limited Company as aforesaid, cause to be transferred to the Society or Association as per Deed of Declaration or Condominium or a Limited Company all the right, title and the interest of the Original Owner/Promoter and/or the owners in the "SAFFRON LANDMARK" Building in which the said Unit/shop is situated after completion of said project.
- 10.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Unit/shop 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 such as municipal and/or property 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 _____ 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.
11. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
- (i) Rs for share money, application entrance fee of the Society or Association as per Deed of Declaration or Condominium or a Limited Company.
 - (ii) Rs for formation and registration of the Society or Association as per Deed of Declaration or Condominium or a Limited Company.
 - (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Association as per Deed of Declaration or Condominium or a Limited Company;
 - (iv) Rs. for deposit towards provisional monthly contribution towards outgoings of Society or Association as per Deed of Declaration or Condominium or a Limited Company
 - (v) Rs. For Deposit towards Water, Electric, and other utility and services connection charges & Rs. _____ for deposits of electrical receiving and Sub Station provided in Layout
- 10 (a) The Allottee shall pay :-
- i. Infrastructure and Development Charges - @ Rs. 50/- per sq.ft. on saleable Area.
 - ii. Maintenance charges for 1st 18 months from the date of handing over of possession of unit/shop/showroom/office will be @Rs. 50/- per sq.ft. on Rera carpet Area and thereafter as per decision of Society or Association as per Deed of Declaration or Condominium or a Limited Company as and when it is formed.

12. The Allottee shall pay to the Promoter a sum of Rs..... 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.
13. 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 Promoter, 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 Promoter, 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.

14. 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 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 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 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 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 shop which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter has made known to the Allottee(s) that the M/s. Ram Ventures has been appointed as Sole Selling Agency who has the authority to enter into agreements with Allottee (s) along with Promoter;

- ix. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said shop to the Allottee in the manner contemplated in this Agreement and all the sale formalities and agreement will be done through M/s. Ram Ventures ;
 - x. 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;
 - xi. 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 till the completion of the Project;
 - xii. 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.
15. The Allottee/s or himself/themselves with intention to bring all persons into whosoeverhands the Unit/shop may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Unit/shop at the Allottee's own cost in good and tenatable repair and condition from the date that of possession of the Unit/shop is taken and shall not do or suffer to be done anything in or to the building in which the Unit/shop 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 Unit/shop is situated and the Unit/shop itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Unit/shop 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 Unit/shop 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 Unit/shop is situated, including entrances of the building in which the Unit/shop is situated and in case any damage is caused to the building in which the Unit/shop is situated or the Unit/shop 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 Unit/shop and maintain the Unit/shop 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 Unit/shop is situated or the Unit/shop 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 Unit/shop 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 Unit/shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building

in which the Unit/shop is situated and shall keep the portion, sewers, drains and pipes in the Unit/shop and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit/shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Unit/shop 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 Unit/shop 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 Unit/shop in the compound or any portion of the project land and the building in which the Unit/shop 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 Unit/shop 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 Unit/shop 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 Unit/shop 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 Association as per Deed of Declaration or Condominium or a Limited Company 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 or Association as per Deed of Declaration or Condominium or a Limited Company regarding the occupancy and use of the Unit/shop 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 Unit/shop is situated is executed in favour of Society or Association as per Deed of Declaration or Condominium or a Limited Company, 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 Unit/shop is situated is executed in favour of Apex Society or Federal

Association as per Deed of Declaration or Apex Condominium or a Limited Company 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.

16. 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.

17. 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 Unit/shop 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.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the shop 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 shop;

19. 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.

20. 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 shop, as the case may be.

21. RIGHT TO AMEND

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

22. 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.

23. 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.

24. 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 shop to the total carpet area of all the shops in the Project plus total common area of the project.

25. 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.

26. 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, in

_____ after the Agreement is duly executed by the Allottee and the

Promoter 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 _____.

27. The Allottee and/or Promoter 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 Promoter will attend such office and admit execution thereof.

28. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter 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 _____ Promoter name
_____(Promoter
Address)Notified Email ID: _____

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.

29. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

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

31. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle 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.

32. 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 _____ courts will have the jurisdiction for this Agreement.

33. OTHER TERMS AND CONDITIONS BINDING UPON THE PARTIES OF THIS AGREEMENT :-

Notwithstanding anything contained in this agreement, the parties have agreed the following terms and conditions will prevail upon them in case of conflict between the clauses mentioned above in this agreement as under :-

- a. The Allottee has independently made himself/herself/itself aware about the specifications and facilities to be provided by the Promoter and is aware of the limitations, usage policies and maintenance of the installed items in the commercial building.
- b. The Allottee has gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein. The Allottee has hereby confirmed that they are signing this agreement with full knowledge of all laws, regulations, rules and notifications applicable to the said project.
- c. IT is agreed that this agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis for which the

said unit is agreed to be sold to the Allottee.

- d. The Agreement shall remain in force and shall not merge into any other agreement save and except conveyance deed as when it is executed.
- e. The Allottee/s agreed and understands that timely payment towards the purchase of shop/unit/office/showroom as per above schedule is the essence of the agreement. Further the Allottee/s has agreed to pay, apart from consideration amount, GST or any other incidental indirect taxes as notified by the Government. The Price agreed for this agreement has been arrived after keeping in mind the promise of the Allottee to make payments as mentioned above. The price which has been arrived after considering the present rate of cement, steel, labour, etc so also after considering the payment to be given as per schedule mentioned above. If the Allottee decides to obtain loan facility for payment of the consideration or part thereof, in that event the institution from which the loan is obtained shall adhere to the payment schedule as far as possible.
- f. The Allottee agrees to pay the aforesaid sums on due dates without defaults whether formal demand is made or not. The payment of the remaining amount as mentioned in stages hereinabove is the condition precedent to the continuance of Agreement and is the essence of the Agreement between the parties. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said project in which the said Shop is located and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments. The Allottee shall make the payment of installments with GST as applicable.
- g. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter) up to the date of handing over the possession of the Shop. The Promoter and Allottee has fixed the consideration price of the Shop after considering the impact of input tax credit of G.S.T. that the Promoter will get.
- h. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the Competent Authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee separately for any upgradation/ changes specifically requested or approved by the Allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottees request or approval but which have not been agreed upon herein.
- i. The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the GST and such other taxes, cesses, charges etc. without any delay along with each installment. It is hereby agreed that the time for payment as specified herein above is the essence of this contract and on failure of the Allottee/s to pay the same on due dates, it shall

be deemed that the Allottee/s has/have committed breach of this Agreement and in such case the Promoter shall be entitled to take necessary action against the Allottee/s. The Allottee/s agree/s not to question or challenge the said consideration, the same having been settled on lump sum basis after considering all aspects and other terms of the Agreement.

- j. Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said Project/ Shop, and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Shop.
- k. The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to construct Project, and also given inspection of all documents to the Allottee/s. as required by the law. The Allottee/s having acquainted himself/herself/ themselves with all the facts and rights of the Promoter and after satisfaction of the same has entered into this Agreement. The Promoter herein has also requested the Allottee/s to carry out its own search and to investigate the title of the said Land. For that matter, any other due diligence activity to be done on its own accord for which all necessary disclosures has been provided by the Promoter. The Allottee/s has also verified the title from his/her/their advocate and after being completely satisfied has/have entered into this present Agreement. The Allottee/s henceforth shall not be entitled to challenge or question the title and the right/Authority of the Promoter in respect of the said land and to enter into this Agreement.
- l. It is specifically understood and agreed by the Allottee that the prospectus, brochures, other advertising material published by the Promoter from time to time in respect of the Project containing various features such as furniture's, plantation, colors, vehicles, elevation etc to increase the aesthetic value only and are not facts and the same shall not be considered in any manner as Agreement between Promoters and Allottee. The details mentioned in Schedule IV hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications. The Allottee hereby declares that the amenities/specifications mentioned in this Agreement shall always prevail over those advertised by the Promoter anywhere, including printed brochures, website or any other media. The price of the unit is negotiated between the parties based upon these amenities/specification agreed and not those mentioned anywhere else; and the Allottee shall never make any claim to the contrary. . The Allottee is aware that the perspectives/elevation plans shown on the plans and/or in brochures are tentative and are likely to undergo change in course of construction. The Allottee shall have no objection/complaints whatsoever on the account.
- m. The specifications and amenities of the Shop to be provided by the Promoter in the said Project and the said Shop are those that are set out in _____ hereto. In the Project, considering to maintain the stability of the building and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said Shop. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession. The Promoter shall not refund any amount for deleting any items of specifications and amenities on request of the Allottee/s.

- n. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- o. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Shop applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.
- p. The Promoter, on receipt of complete amount of the Price of the said Shop under the Agreement from the Allottee, shall execute a Conveyance Deed and convey the title of the said unit within 6 months from and after obtaining the full and final completion certificate in respect of the entire Project. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee.
- q. The Promoter hereby assures to obtain all N.O.C's from various concerned government authorities and shall submit the file to the Local Authority for occupancy/completion certificate. However, if the local Authority delays issuing the certificate beyond 21 days after submission of all the required documents/NOC's for occupation/completion, then same shall not be construed as delay on the part of the Promoter in obtaining Occupancy/Completion Certificate.
- r. The Allottee/s herein is well aware that, the GST etc is imposed/increased by the government and further at any time before or after execution of this Agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local Authority or by any revenue or other Authority, on the said Shop or this Agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- s. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Shop 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 Shop) of outgoings in respect of the Project land and Building 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, Infrastructure charges if applicable and all other expenses necessary and incidental to the management and maintenance of the Project land and building as stated and defined as attached herewith in Schedule ___;

- t. Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said Shop and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter, in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said Shop being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.
- u. The Allottee shall observe and perform all the rules and regulations which the **SAFFRON LANDMARK** 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 Project and the Shops 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 **SAFFRON LANDMARK** regarding the occupancy and use of the Shop 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.
- v. That any nominated surveyor/ architect appointed for specific purposes stated in this covenant, the fees of which shall be mutually decided by and between the Promoter and the Allottee and the same shall be paid by both the parties equally.
- w. The Allottee shall not use the premises for the industrial manufacturing purposes, workshop., auto garage, flour mill, printing press and liquor Shop, bar shop, massage centre, gambling house, classes, service apartment, hostel, group accommodation, lodging boarding or for any other immoral or illegal purposes. The Allottee shall use the Shop or any part thereof or permit the same to be used only for the valid commercial purpose.
- x. The Allottee shall not have his premises painted from outside by different color than provided to the building nor the Allottee shall change the elevation of the building. The Allottee shall also not use additional windows, ventilators, opened other than already provided.
- y. All the Owners of Shops / Hotel/restaurant are restricted to display any such name- board or any advertisement material beyond the height of their respective Shops which will spoil the beauty of look of the elevation of building "**SAFFRON LANDMARK**". This restriction is as well applicable to other owners of the commercial units.
- z. The Allottee shall use the only said Shop agreed to be sold to him. No other areas shall be occupied by the Allottee. Not to obstruct the development work for any reason and in any way.
- aa. Not to cause any nuisance to other Allottee/s and the Promoter in any matter whatever.
- bb. No addition or alternation will be carried out in the Shop/ Project without the

consent from the local authorities. The Allottee is well aware that the Promoter will construct building/ Project based on Future Potential as mentioned. The Allottee assures that after possession of the said Shop, he shall not cause any hindrance/obstruction/objection to the movement of men and machinery required to construct the future buildings.

- cc. The terrace / balcony shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned local Authority and the Promoter or the Apartment as the case may be.
- dd. Construction of a loft and other civil changes done internally shall be at the risk and cost of the Allottee, who shall not damage the basic R.C.C. structure. For that matter any changes done by the Allottee which are not approved and which are not practicable and prudent shall be at the cost and risk of the said Allottee herein The Allottee shall not demolish or cause to be demolished and is denied at any time to make any addition or alternation of whatsoever nature in or to the structure or construction of the said Shop.
- ee. All the unallotted terraces or open gardens/spaces/area etc shall remain exclusively owned by the Promoter unless specially allotted to any unit Allottee and the Allottee shall not object to the Promoter for allotting or using the same in any manner as it may deem fit.
- ff. Not to lift any heavy material from the outside or put any kind of weight on the elevation features of the building (including mouldings, carvings, dummy columns, figurines, dummy beams, capitols etc.) which may be superimposed by the Promoter for purpose of elevation. The Allottee agrees that no load, including human load shall be brought upon such features. If any such structural members or elevation features are mutilated or spoilt by the Allottee or anyone on their behalf or if any mishap occurs due to any weight being brought onto such elevation features of the building, the Allottee shall be solely responsible for the same and shall be responsible for any such mishap and also for restoring the features to their original state at the cost of the Allottee only.
- gg. Allow unlimited access at all reasonable times and extend full cooperation to the representatives, surveyors, contractors, workers and agents of the Promoter and/or the body or other Allottees to enter into the said premises or any part thereof to view and examine the state and condition thereof, to carry out repairs/maintenance etc.
- hh. Not to install split or window air conditioners in the shops/ at places so as to maintain the elevation and uniformity of the building. The Allottee shall ensure that the water overflow from all air conditioners installed by the Allottee are properly drained and no water overflow shall fall onto any premises below or in the compound of the building.
- ii. Not to install/fix any grill or railing of the balconies, terraces or windows except with the written permission of the Promoter.
- jj. Not to place any plants or pots on any external face, chhajja, parapet at any place in the building (unless provided for by the Promoter) which shall be visible in the elevation, nor shall he/she shall water the plants/pots in any manner that may cause leakage or leave marks or stains on the paint of the building. If any leakage or leave marks or stains occurs on the paints of the building, due to violation of these conditions by the Allottee or if any part of the building or paint is spilt by the Allottee or anyone on their behalf or if any mishap occurs due to such actions, the Allottee shall be solely responsible for the same; and shall also be responsible for damage due to any mishap and also for restoring the features and paint to its original state at cost of the Allottee only.

- kk. The allottee is agreed that Lift No.2 and 3 along with front Lobby on each floor is only for floor no.7th and 8th. Lobby on each floor is restricted for particular floor only.
- ll. Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project **"SAFFRON LANDMARK"**. And further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees/s in the said Project of **"SAFFRON LANDMARK"** are not entitled to change the aforesaid Project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.
- mm. 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 said Project shall equally be applicable to and enforceable against any subsequent Allottees of the Shop, in case of a transfer, as the said obligations go along with the Shop for all intents and purposes.
- nn. That the Allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee to the Promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the Promoter to the Allottee for which consideration has been dispensed.
- oo. That the Promoter shall have first and paramount necessary lien and first charge on the said unit for all amounts that the Allottee is liable to pay under this Agreement and the Promoter shall be entitled to recover and receive the same from the Allottee and shall be entitled to withhold giving possession subject to the payment thereof and of the other liabilities relating to taxation or otherwise.
- pp. That the Allottee has given his/her/their irrevocable consent to revise the Building Plan without affecting the area under this document.
- qq. The Allottee shall not demand partition of the said property i.e. the plot upon which the Project is constructed or for the said Shop. However the name of the Allottee shall only be recorded in the Municipal Corporation record for the assessment of the house taxes.
- rr. The Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail any project finance loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
- ss. The Allottee may obtain finance from any bank/financial institution or any other source for purchase of the Shop, but the Allottee's obligation to purchase the Shop pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance and the Allottee will remain bounded by the terms of this Agreement.
- tt. The Allottee shall also be aware of the specifications and amenities to be provided by the Promoter in the said Project and the same shall be as per the details attached and the specifications hereunder mentioned. That the Promoter is only liable to provide the amenities which are mentioned in this Agreement. The sales representatives of the Promoter have not given any

verbal commitments to the Allottee herein. The Allottee confirms that he/she/they will not demand any changes of whatsoever nature in the said Shop/Unit/ Project which the Allottee intends to book. The Allottee herein is aware that the brochure provided by the Promoter is a replica of the proposed Project and whereas the actual Project will be as natural as it should be.

- uu. The Allottee is aware that the Promoter will be applying for water connection on behalf of the apartment to the Municipal Corporation after receiving Completion Certificate (as per rules of Aurangabad Municipal Corporation). However, the Authority to sanction the application for waterlines lies with the Aurangabad Municipal Corporation as per its terms and conditions and whereas the supply of water by concerned authorities shall be supplied as per daily schedule of Aurangabad Municipal Corporation and therefore the Promoter shall not be held responsible for the supply of water or low pressure of water.
- vv. The Promoter assures that he would do all the necessary documentation for acquiring electricity connection which shall be provided by MSEDCL. The Promoter herein assures that he would obtain the sanction regarding the same before possession. However, the Allottee shall not have any objection if it gets delayed by whatsoever reason (i.e. technical reason, shortage of electric meters with MSEDCL etc.). If such situation occurs, the Allottee herein is aware that he/she/they are required to obtain temporary connection from the meter of the Promoter by installing sub-meter. It is hereby understood that the electricity charges for the same shall be borne by the Allottee.
- ww. The Promoter herein is aware that he is required to provide drainage line to the apartment which shall be connected to drainage line of Aurangabad Municipal Corporation, and the same shall fall under the terms and conditions of Aurangabad Municipal Corporation. However, if the NMC drainage line is delayed due to any reason not attributable to the Promoter or beyond its control, in such case the Promoter shall make necessary arrangements at the cost of the Allottee.
- xx. The Allottee is aware that they may be required to execute and register a Supplementary Deed in case there are any variations of inclusion of new or additional rules as per RERA.
- yy. In the event, the Ultimate Organization is handed over the administration of the property before the sale and disposal of all the Shops in Project, all the powers, authorities and right of the accommodation to the Allottee herein shall always be subject to the Promoter's over all right to dispose of unsold Shops and all other right thereon, it is specifically agreed between the parties hereto that for the unsold Shops/tenements/units the Promoter herein shall and will not be liable or required to contribute towards the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold tenements nor will be the Promoter or the new incoming Allottee be liable and required to pay any transfer charge, premium etc.
- zz. The Allottee authorizes and empower the Promoter to make representation by executing such documents and forms as may be necessary, for procuring electricity connection, water connection and meter for the said Shop in the name of Allottee, municipal assessment of the said Shop in the name of Allottee. The Allottee undertakes to bear all the expenses at actual for the same, as levied by the Competent Local Authority for entire financial year even if the possession of the said Shop is taken later.
- aaa. The Allottee understands that the works of the development and construction on the said land by the Promoter may continue even after grant of possession of the said Shop to the Allottee. The Allottee shall not make any claims of any

nature, relating to or on account of nuisance, annoyance, damages or compensation in this respect.

- bbb. The Allottee has/have read and understood all the terms and conditions of indemnity bonds/undertakings etc. given by the Promoter to the Collector/Corporation or any other Authority and terms and conditions mentioned in Commencement Certificate, NA order and Completion Certificate (if any) and Allottee agrees that this Agreement is subject to the said terms and are also binding on him/her/them.
- ccc. If necessary, the Allottee hereby irrevocably authorizes and empower the Promoter to represent him before the concerned authorities in all matters regarding the property Tax, Assessment and Re-assessment and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter shall represent the Allottee to do all the necessary things in all the departments of the Aurangabad Municipal Corporation, Collector, Government, Semi- Government MSEDCL etc. and the same shall stand ratified and confirmed by the Allottee's personal representation in the form of signature, the Allottee shall sign the same and shall not withhold the same for any reason whatsoever.
- ddd. The Allottee herein declares that in **"SAFFRON LANDMARK"** Project, the Promoter herein is providing amenities and common facilities in the Project and it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the **"SAFFRON LANDMARK CONDOMINIUM"** shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not be responsible.

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

First Schedule

All that piece and parcel of the land adm. 7,013.15 sq.mtrs forming part of **Gut bearing No. 57/P**, situated at Village Satara, Beed Bye-Pass Road, Tq. And Dist. Aurangabad and within the Municipal Limits of Aurangabad Municipal Corporation and same is bounded as under:

- On or towards East : Gut No. 55
- On or towards West : Part of Land Gut No.57 and Warehousing Corporation
- On or towards South : Saffron Landscapes (Apartment)/ Part of Gut No.57
- On or towards North : 40 Mtr. Wide Beed-Bye Pass Road

Second Schedule

(OF THE SAID PREMISES REFERRED TO ABOVE)

Rera Carpet area of Shop about ----- square meters i.e. ----- square feet .

1. Shop No: -----
2. Floor: -----
3. In the Project known as **"SAFFRON LANDMARK"**

On or towards East :

On or towards West : AS PER APPROVED BUILDING PLAN

On or towards South :

On or towards North :

COMMON AREAS AND FACILITIES:

- a. The staircase available to the building.
- b. The overhead water tank constructed on the top floor of **SAFFRON LANDMARK**.
- c. The underground water Tank, constructed on ground space along with the electrical motor fittings and plumbing system thereof in the **SAFFRON LANDMARK** and Municipal water connection.
- d. Plumbing network throughout the said **SAFFRON LANDMARK**
- e. Electric wiring at all the common spaces up to the entrance of each family unit along with main electric supply up to meter box.
- f. Foundation columns and roofs along with all common walls
- g. _____ nos of Lifts with Power Backup.
- h. Common electric meter for elevator, lights of staircase, lobby etc. if any
- i. Fire Fighting Systems.

SPECIFICATIONS :

1. **R.C.C:** Earth quake resistant RCC Frame structure, External wall 6" thick & internal walls 4" thick block.
2. **Plaster:** External Sand faced & Internal neeru finish plaster.
3. **Shutters:-** Shutters for Shops / Showrooms / Offices.
4. **Windows:** 3 track power coated aluminium sliding windows with mosquito net, safety grills & granite frames.
5. **Toilets:** Plumbing/Sanitary fittings. Designer glazed tile up to 7' feet and anti skid tiled floor.
6. **Flooring:** 2x2 vitrified tiles .
7. **Electrification:** Concealed electrification, GM/Leon/Anchor or equivalent switches, adequate electrical points in every Shop .
8. **Lift:** ____ nos. of Lifts with Genset.
9. **Paint:** Internal oil bound distemper. External waterproof apex paint.
10. **Parking:** Paved with Paver Block.

Due to constant developments the above specifications and amenities are subject to change without any notice on account of non-availability of material or non-feasibility.

TENTATIVE EXPENSES / MAINTAINANCE COST OF BUILDING

1. The expenses of maintaining, repairing, redecoration etc. of the main structure in particular the roof, gutter, rain, water pipes, gas pipes, if any, passage, entrances, landings and staircase used and enjoyed by the Allottee in common with others as aforesaid.
2. The cost of cleaning and lighting the passage, landings, staircase and other parts of the building as enjoyed or used by the Allottee in common as aforesaid.
3. The cost of the decorating exterior of the building.
4. The cost of the salaries of Clerks, Bill Collectors, Chowkidars , sweepers etc. appointed by Developers / Co-op. Society to manage and look after the building.
5. The cost of maintenance of other light and service charges.

6. Municipal and other charges of taxes and light bill to be paid in common forcommon areas.
7. Insurance of the Building.
The running expenses as necessary or incidental for maintenance

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)_____

(2)_____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

At_____on_____

in the presence of WITNESSES:

1. Name_____ Signature

2. Name_____ Signature _____

S DELIVERED BY THE WITHIN NAMED

I
G Promoter:
N
(1) _____

E
D (Authorized Signatory)
WITNESSES:

A
Name _____ Signature
D _____
Name _____ Signature
D _____

Please affix
photograph
and sign
across the
photograph

Title Report
Details of the Title Report

The Schedule Above Referred to
(Description of property)

Place:

Datedday of 20.....

(Signed)
Signature of Attorney-at-Law/Advocate

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Unit/shopagreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Apartment),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the RealEstate Regulatory Authority)