

Zone No. _____
Rate Rs. _____/- Per Square Meter.

AGREEMENT TO SALE

AGREEMENT TO SALE is executed at Chhatrapati Sambhajnagar (Aurangabad) on this ____ day of _____ 2024.

BETWEEN

M/S. APA COMBINE LLP

(PAN ABTFA8553C)

Registered under the Limited Liability Partnership Act, 2008 bearing Registration No. AAV-4040.

Having its registered office at;

Office No. 15, Disha Square, Sutgirni Chowk, Garkheda Parisar, Chhatrapati Sambhajnagar

Through its Authorized Partner / Signatory

1] Mr. Pratik s/o. Rajkumar Agrawal
(PAN No. BLKPA6926K)
Aadhar No. 6182 3894 9696
Age: 32 Years, Occup: Business,
R/o. Plot No. 01, Cloud 9, Behind Chanakya Puri, Shahanoorwadi, Chhatrapati Sambhajnagar.

2] Mr. Ajay s/o. Devanand Kotgire
(PAN No. CAZPK2735D)
Aadhar No. 5698 2777 5737
Age: 28 Years, Occup: Business,
R/o. Plot no. 2/3, Cloud 9, Behind Chanakya Puri, Shahanoorwadi, Chhatrapati Sambhajnagar.

duly authorised by the Limited Liability Partnership in that behalf, hereinafter referred to as "**the Developers**" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said partnership and its successors-in-interest **....OF THE**

FIRST PART

AND

- [1] Mrs. Shila w/o. Devidas Awchar
(PAN No. CAMPA6509G)
Aadhar No. 3208 9315 4832
Age : 57 Years, Occup: Housewife
R/o. Plot No-11, Chhatrapati Nagar, Beed Bypass, Deolai Chowk, Chhatrapati Sambhajnagar-Aurangabad.
- [2] Mrs. Smita w/o. Panditrao Kshirsagar
(PAN No. ACQPK8820N)
Aadhar No.9607 2560 7309
Age : 56 Years, Occup: Houwsewife
R/o. B/H, Totla Hospital, Plot No. 37,Vyankatesh Nagar, Jalna Road, Chhatrapati Sambhajnagar-Aurangabad.
- [3] Mr. Arun s/o. Bhaskarrao Gaikwad
(PAN No. ABPPG6643P)
Aadhar No. 3214 5743 6485
Age : 65 Years, Occup: Pensioner
R/o. Plot No. 6, Rajmata Jijau Housing Society, Near Ahilyabai Holkar Chowk, Mukundwadi Railway Station Parisar, Garkheda, Chhatrapati Sambhajnagar-Aurangabad.
- [4] Mr. Suresh s/o. Bhaskar Gaikwad
(PAN No. AWZPG8689G)
Aadhar No. 6963 6129 5394
Age : 61 Years, Occup.: Retired

- [5] R/o. Shivani, Row House No.18, Akshardham Colony, Latur.
Mrs. Shobha w/o. Arun Gaikwad
(PAN No. AHBPG0242Q)
Aadhar No. 8542 4257 6275
Age : 63 Years, Occup : Housewife
R/o. Plot No-6, Rajmata Jijau Ho Society,
Ahilyadevi Chowk, Chikalthana Industrial Area S.O.
Chhatrapati Sambhajanagar-Aurangabad.
- [6] Mrs. Jyoti w/o. Rajendra Jagtap
(PAN No. AFKPJ3894A)
Aadhar No. 8117 3320 1811
Age : 51 Years, Occup.: Housewife
R/o. D-16A, N-2, CIDCO, Near H.P.C.L. Officer Quarters,
Mukundwadi, Chhatrapati Sambhajanagar-Aurangabad.
- [7] Mrs. Nirmala w/o. Bhagchand Shinde
(PAN No. DYTPS3609P)
Aadhar No. 3092 7602 7395
Age : 64 Years, Occup.: Housewife
R/o. N-6, Plot No. 23, Shivjyoti Housing Society,
CIDCO, Chhatrapati Sambhajanagar-Aurangabad.
- [8] Mrs. Ujwala w/o. Vivek Bhosale
(PAN No. AIWPB8251A)
Aadhar No. 3970 6966 7891
Age : 47 Years, Occup.: Doctor
R/o. Plot No.2, Madkar Colony,
ITI Road, Satara, Taluka Satara,
District- Satara.

Hereinafter called as "**Plot Owners**" which expression shall mean and include all their heirs' successors, legal representatives, executors, administrators and assignees.

OF THE SECOND PART

That, the DEVELOPER and the PLOT OWNER are collectively referred to as "**Promoter**" as per the provisions of the Real Estate Regulation Development Act, 2016.

AND

1. **Mr. / Miss / Mrs. / M/s.** _____
PAN No. : _____
AADHAR No.: _____
Age : _____ Years, Occup.: _____
R/o. _____
_____ Chhatrapati Sambhajanagar-Aurangabad.
2. **Mr. / Miss / Mrs. / M/s.** _____
PAN No. : _____
AADHAR No.: _____
Age : _____ Years, Occup.: _____
R/o. _____
_____ Chhatrapati Sambhajanagar-Aurangabad.

Hereinafter referred to as "**the Allottee**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, their respective heirs, legal representatives, executors, partners, administrators, successors and permitted assigns. ...**OF**

THE THIRD PART

- A] **WHEREAS**, the Plot Owners are seized and peacefully possessed of or otherwise well and sufficiently entitled to the pieces or parcels of plot numbers Plot Nos. 17 (Pocket-A), 18 (Pocket-A), 19 (Pocket-A) and 20 (Pocket-A) situated within **Moreshwar Sahakari Gruh Nirman Sanstha Maryadit at Gut No. 48, Garkheda (Shahari) Chhatrapati**

Sambhajinagar (Aurangabad), Tq and Dist Chhatrapati Sambhajinagar (Aurangabad) (MH-STATE).

- B] **AND WHEREAS**, Moreshwar Sahakari Gruh Nirman Sanstha Maryadit and Rajmata Jijau Sahakari Gruh Nirman Sanstha Maryadit are registered cooperatives societies under the provisions of Maharashtra Co - operative Societies Act, 1960, registered in the office of Deputy Registrar of Co-operative Societies, Aurangabad. The registration details are as follows;

	Reg. Date	Reg. Number
Moreshwar Sahakari Gruh Nirman Sanstha Maryadit	15.04.1985	AGD/AGD/HSG/TO/305/1984-85/85
Rajmata Jijau Sahakari Gruh Nirman Sanstha Maryadit	29.05.2001	AGD/AGD/HSG/TO/1081/2001

- C] **AND WHEREAS** Moreshwar Sahakari Gruh Nirman Sanstha Maryadit and Rajmata Jijau Sahakari Gruh Nirman Sanstha Maryadit have purchased the following landed property situated at Gut No. 48 Garkheda (Shahari) Chhatrapati Sambhajinagar (Aurangabad), Taluka and District Chhatrapati Sambhajinagar (Aurangabad), through the following registered sale deeds:-

Sr No.	Purchaser	Sale Deed Date	Sale Deed No.	Area
1	Moreshtar Sahakar Gruh Nirman Sanstha	04.04.2001	1739	20 R
2		04.04.2001	1740	20 R
3		09.04.2001	1779	20 R
4		09.04.2001	1780	20 R
5		19.05.2001	2480	20 R
6		19.05.2001	2481	20 R
7		22.05.2001	2528	20 R
8		22.05.2001	2529	20 R
9		28.05.2001	2605	20 R
10		28.05.2001	2606	20 R
11		29.08.2001	4423	20 R
12		14.02.2002	425	20 R
13		14.02.2002	426	20 R
14		15.02.2002	435	20 R
15		15.02.2022	436	20 R
Total Land				300 R
1	Rajmata Jijau Sahakar Gruh Nirman Sanstha	29.08.2001	4424	20 R
2		31.08.2001	4482	20 R
3		31.08.2001	4483	20 R
4		12.09.2001	4660	20 R
Total Land				80 R

That, in view of the aforesaid Moreshwar Sahakari Gruh Nirman Sanstha Maryadit and Rajmata Jijau Sahakari Gruh Nirman Sanstha Maryadit are the owners and possessors of the following land situated at Garkheda (Shahari), Chhatrapati Sambhajinagar (Aurangabad);

Society	Gut No.	Area
Moreshwar Sahakari Gruh Nirman Sanstha Maryadit	48	300 R

Rajmata Jijau Sahakari Gruh Nirman Sanstha Maryadit	48	80 R
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- D] **AND WHEREAS**, for the aforesaid land Moreshwar Sahakari Gruh Nirman Sanstha Maryadit and Rajmata Jijau Sahakari Gruh Nirman Sanstha Maryadit had jointly prepared a layout plan. That, Moreshwar Sahakari Gruh Nirman Sanstha Maryadit and Rajmata Jijau Sahakari Gruh Nirman Sanstha Maryadit also executed possession deeds demarcating, distributing and handing over of possession of the plots to the respective societies. That the societies between themselves executed Registered Possession Deed Dated 23.04.2010 Document No. 3471 and Registered Possession Deed Dated 23.04.2010 Document No. 3472 registered with Sub Registrar No. 5 Aurangabad pertaining to the distribution and demarcation of the plots in favour of the respective societies.
- E] **AND WHEREAS**, the final layout plan of the plots of Moreshwar Sahakari Gruh Nirman Sanstha Maryadit and Rajmata Jijau Sahakari Gruh Nirman Sanstha Maryadit were approved by the Chhatrapati Sambhajnagar (Aurangabad) Municipal Corporation vide its order dated 05.08.2015.
- F] **AND WHEREAS**, Moreshwar Sahakari Gruh Nirman Sanstha Maryadit by issuing allotment letter have allotted its plots carved out from the sanctioned layout and distribution to its members, which includes the present Plot Owners. The details of allotment are as under.

Sr. No.	Name of Plot Owner	Plot No.	Area (in Sqm)
1	Mrs. Shila w/o. Devidas Awchar and Mrs. Smita w/o. Panditrao Kshirsagar	17 (Pocket-A)	560.40
2	Mr. Arun s/o. Bhaskarrao Gaikwad and Mr. Suresh s/o. Bhaskar Gaikwad	18 (Pocket-A)	560.40
3	Mrs. Shobha w/o. Arun Gaikwad and Mrs. Jyoti s/o. Rajendra Jagtap	19 (Pocket-A)	560.40
4	Mrs. Nirmala w/o. Bhagchand Shinde	20 (Pocket-A)	285.14
5	Mrs. Ujwala w/o. Vivek Bhosale	20 (Pocket-A)	285.14

Thus the Plot Owners are absolute owners and in exclusive and peaceful possession of their respective aforesaid plots.

- G] **AND WHEREAS**, thereafter the Plot Owners desired to develop their individual plots and the same was consented and approved by Moreshwar Sahakari Gruh Nirman Sanstha Maryadit and pursuant thereto the Plot Owners decided to engage and appoint an expert developer for development of the Project Land. The Plot Owners approached M/s. APA COMBINE LLP to develop the Project Land. That M/s. APA COMBINE LLP agreed to the offer by the Plot Owners to develop the Project Land into flatted buildings on constructed area sharing ratio of 42 : 58 (42 % to Plot Owners and 58% to Developer).
- H] **AND WHEREAS**, the Plot Owners for the better development of their individual plots have amalgamated their aforesaid independent plots and accordingly obtained the amalgamation permission dated 07.03.2022 bearing out ward no. AMC/TPD/ADTP/2022/22 from the Chhatrapati Sambhajnagar (Aurangabad) Municipal Corporation. For brevity referred to as "**Project Land**" and more particularly described herein under at **FIRST SCHEDULE**.

- I] **AND WHEREAS**, the Planning Authority i.e the Chhatrapati Sambhajinagar (Aurangabad) Municipal Corporation vide its order dated 04.05.2023 bearing no. 15/2023-24 has approved the Revised building plan of the units to be constructed on the Project Land and issued the commencement certificate.
- J] **AND WHEREAS**, the Plot Owners have executed a Registered Development Agreement No.10225/2023, dated 15.10.2023 in favour of the Developers on the aforementioned terms to carry out the development on the Project Land for construction of the residential units. The Plot Owners have also executed an Irrevocable Power of Attorney No. 2988/2024, dated 19/03/2024 in favour of the Developers.
- K] **AND WHEREAS**, the Promoters are in possession of the Project Land and are entitled and enjoined upon to construct buildings on the Project Land in accordance with the recitals hereinabove.
- L] **AND WHEREAS**, as per the proposed development there will be construction of two buildings named as "Pratapgad- A" (Parking Floor + 8 Upper Floors) having 32 units and "Pratapgad- B (Parking Floor + 8 Upper Floors) having 32 units i.e a total of 64 units which are to be constructed on the Project Land.
- M] **AND WHEREAS**, the Allottee expressed its interest and applied for allotment of Apartment No.____ on _____ Floor in Building Pratapgad-____ and is offered the said Unit, (herein after referred to as the said "**Apartment**") being constructed by the Developers. The said "Apartment" has been more particularly described in **SECOND SCHEDULE** annexed hereto.
- N] **AND WHEREAS** the carpet area of the said Apartment is _____ square meters and "carpet area" which shall mean the net usable floor area of an Apartment as per the Real Estate (Regulation and Development) Act, 2016. (Hereinafter referred to as "the **Act**")
- O] **AND WHEREAS**, the Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. However, the Developer shall have the right to remove and substitute the Architects until the said project shall be completely developed.
- P] **AND WHEREAS**, the Developers has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. **P51500055092**.
- Q] **AND WHEREAS** the Developer has appointed a Structural Engineer for the preparation of the structural design and drawings of the building/s and the Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings. However, the Developer shall, in its discretion, have the right to remove and substitute the Structural Engineers and / or Architect until the said entire Project shall be completely developed.
- R] **AND WHEREAS** by virtue of the said Development Agreement, the Developer has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Developer on the Project Land which are allotted to its share and to enter into Agreement/s with the Allottee of

the Apartments and to receive and retain the entire sale consideration in respect thereof;

- S] **AND WHEREAS** on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Architects and of such other documents as are specified under the Act and the Rules and Regulations made thereunder. The Allottee has got the same independently verified and is duly satisfied with the same.
- T] **AND WHEREAS** the copy of the Certificate of the title issued by the advocate is annexed hereto as **ANNEXURE - "A"**, copy of the 7/12 or any other revenue record extract showing the nature of the title of the Plot Owner/s to the Project Land on which the Apartment is constructed, is annexed hereto as **ANNEXURE - "B"**, copy of the layout approved by the Chhatrapati Sambhajinagar (Aurangabad) Municipal Corporation vide its order dated 05.08.2015 is annexed hereto as **ANNEXURE - "C-1"**, copy of the amalgamation permission and commencement certificate from the Chhatrapati Sambhajinagar (Aurangabad) Municipal Corporation is annexed hereto as **ANNEXURE - "C-2"**, copy of the plans and specifications approved by the by the Chhatrapati Sambhajinagar (Aurangabad) Municipal Corporation is annexed hereto as **ANNEXURE-"D"**, copy of the specifications for the apartment is annexed hereto as **ANNEXURE-"E"** and authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority is annexed hereto as **ANNEXURE - "F"**.
- U] **AND WHEREAS**, the authenticated copies of the building plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been uploaded on the website of the Authority and the plans have been inspected by the Allottee.
- V] **AND WHEREAS**, the Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- W] **AND WHEREAS**, the Allottee has full knowledge of the terms and conditions contained hereinabove and in the documents recited herein. The Developer has made full disclosure to the Allottee as per law. The Allottee is aware of the fact that save and except the building, construction whereof is presently proposed, the scheme of development is subject to change and/or modifications, as desired by the Developer and the Allottee has no objection to the same;
- X] **AND WHEREAS**, prior to the execution of these presents the Allottee has paid to the Developer a sum of Rs. _____ only, being part payment of the sale consideration of the Apartment agreed to be sold by the Developer to the Allottee as advance payment and the Allottee agreed to pay the consideration for the said Apartment as detailed in the Clause 4 herein below which includes a part payment received on or before the signing hereof.
- Y] **AND WHEREAS** under section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- Z] **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.

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

The contents of the riders herein wherever applicable shall be deemed to be incorporated in this, the operative part of this Agreement. For the sake of brevity and convenience, it is not repeated.

1. NAME OF THE PROJECT

The development on the Project Land aforesaid shall always be known by the name "**Pratapgad A and B – Disha Swarajya**" and this covenant shall be binding upon the successors in title of the Developer and/or the Allottee including the body formed by the Apartment Owners of the building in perpetuity. (Hereinafter referred to as the "**Building**").

2. DESCRIPTION OF THE PROPERTY

The Project Land on which the said buildings are constructed, is more particularly described in **FIRST SCHEDULE**.

The Developers shall construct the said buildings i.e Pratapgad-A (Parking Floor + 8 Upper floors) and Pratapgad-B (Parking Floor + 8 Upper floors) on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Developers shall have to obtain prior consent of in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any government authorities or due to change in law.

The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is 7204.72 square metres only and the Promoter has utilized the Floor Space Index of 7194.66 square metres by availing of TDR and FSI available on payment of premium.

3. DESCRIPTION OF THE UNIT/APARTMENT

The Allottee hereby agrees to purchase from the Developer the Apartment/Unit and the Developer hereby agrees to sell the Allottee Apartment No. ____ in Pratapgad "____"- Disha Swarajya more particularly described in the **SECOND SCHEDULE** hereto.

4. CONSIDERATION & PAYMENT SCHEDULE

a] The Allottee hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Allottee the Apartment as described in the **SECOND SCHEDULE** written hereunder at a consideration/Purchase Price of Rs. _____/- (Rupees _____ only) more particularly detailed in the written hereunder. The time of payment or timely payment of each of the installments as per the Payment Plan / Schedule and / or any other payment due or payable under this

agreement shall always be the essence of this Agreement. The Allottee before execution of this Agreement has paid an advance amount as under:

Date	Cheque / UTR No./ UPI	Bank Name	Amount in Rupees
Total			

The allottee hereby agrees to pay the Promoter the Balance consideration amount of Rs._____-/- (Rupees_____only) and agrees to make payments as per following payment schedule.

PAYMENT SCHEDULE

SR. NO.	SLAB	%	Amount
1	Booking	10%	
2	Start of Plinth	15%	
3	Start of 1st slab of building	7%	
4	Start of 2nd slab of building	7%	
5	Start of 2rd slab of building	7%	
6	Start of 4th slab of building	7%	
7	Start of 5th slab of building	7%	
8	Start of 6th slab of building	7%	
9	Start of 7th slab of building	7%	
10	Start of Brick Work	7%	
11	Start of Plaster Work	7%	
12	Start of Flooring	5%	
13	Start of Colouring	5%	
14	On Possession	2%	
15	Total consideration	100%	

b] The total price amount referred to in the sub clause above payable by the Allottee to the Developer. In addition to the total price amount and consideration the Allottee will have to pay Additional Charges of Rs. 50,000/- plus GST towards Electrical Meter and other expenses, Rs. 60,000/- Deposit for Common Maintenance, Rs. 1,00,000/- plus GST towards Infra Expenses and Rs. 25,000/- plus GST one year building maintenance deposit.

c] The Developer is not allotting specific earmarked parking space to the Allottee or charging any consideration in respect of the parking pace. The parking space depicted in the sanctioned layout of the Building will be a common parking to be used by all the occupants/Allottee/ apartment owners of the Building. The Allottee along with the other owners of Apartments in the Building will be at liberty to frame the rules and procedures for use of the common parking spaces after the possession of the Building is handed over to the Ultimate Body by the Developer.

d] The total consideration above is excluding taxes, charges and any other amounts specifically mentioned herein as payable. The amounts due shall be paid by the Allottee as and when due and called upon to do so by the Developer in terms of this Agreement.

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 Developer 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 Developer 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.

f] Provided the Allottee shall not be entitled to claim possession and/or allotment and/or transfer of the said Apartment until the Allottee has/have paid the full and complete dues and consideration and Additional Charges payable to the Developer under this Agreement or by a separate contract or otherwise.

g] The Developer is entitled to merge or consolidate two or more installments in its sole discretion by simultaneously executing the contemplated work in the Payment Plan/Schedule.

5. MODE OF PAYMENT

a] The Allottee shall pay the amount due under the respective installment within the time stipulated upon milestone being achieved as more particularly mentioned in Clause 4 hereinabove.

b] All payments mentioned herein shall be made by NEFT or RTGS or account payee cheques or demand drafts or Bankers Cheques or Pay Orders payable at par on banks in the name of the Developer and not otherwise. The date of payment shall be considered as the date on which the payment is credited to the account of the Developer **A/c No. 00000042789582330, IFS Code SBIN0006834**, State Bank of India, IFB branch, Chhatrapati Sambhajnagar. Bank charges for outstation cheques shall be borne by the Allottee.

c] The Allottee shall be obliged to pay to the Developer interest at the same rate payable by the Developer to the Allottee, as provided under the rules of the Act, on the amount of the installments and/or due/s in arrears for the period of the delay in payment of such installments and/or dues, without prejudice to the rights of the Developer as provided hereinbelow.

d] Any failure by the Allottee to make any payment/s on or before the due date shall be considered as a default or a terminable default, as the case may be.

e] The payment plan has been agreed between the parties and cannot be revised for any reason whatsoever.

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

6. TAXATION:

i] The consideration herein is exclusive of taxes including all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called,

imposed/levied under any Applicable Law The Allottee hereby agrees that it will be the responsibility of the Allottee to make payment of the all the taxes including the Goods and Service Tax, cess, local taxes and any taxes, imposts, impositions, levies or charges, in the nature of indirect tax, etc or in relation thereto, imposed or levied by any Governmental Authority at present or in future applicable for the transfer of the Apartment under this Agreement. The Allottee hereby agrees that in the event of imposition of any additional new tax or revision in taxes by any government or statutory body which will affect development of the lands construction, purchase, sale of property/Apartment then in that case, the Developer shall be entitled to claim the same from the Allottee on pro rata basis or in respect of the Apartment which is agreed to be acquired and purchased by the Allottee.

ii] The Allottee hereby further agrees that in the event of any amount not already referred to herein by way of premium or deposit payable to any government or statutory body or betterment charges or development charges or development tax or any other amounts or charges or taxes payable to any body or authority for grant of any permission/NOC/license or connection or installation of any services or any other tax or statutory liability or payment of a similar nature, being demanded from the Developer, the same shall be reimbursed by the Allottee to the Developer in proportion to the area of the aforesaid Apartment, agreed to be acquired by the Allottee and in determining such amount, the decision of the Developer shall be conclusive and binding upon the Allottee. In addition to the consideration and other amounts also payable by the Allottee, the Allottee shall be liable to pay GST and/or other dues by means of taxes or otherwise before handing over of the possession of the said Apartment as aforesaid.

iii] Amounts due from the Allottee shall automatically create a charge of the Developer on the said Apartment.

7. TIME IS THE ESSENCE OF THE AGREEMENT

Time is the essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the project and handing over of the Apartment to the Allottee and the common areas to the association of the Allottee 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 installments and other dues payable and meeting the other obligations under the Agreement in the time specified.

8. FIXTURES, FITTINGS AND SPECIFICATIONS

The fixtures, fittings and specifications of the apartment to be provided by the Developer in the said Apartment as are set out in **ANNEXURE "E"** hereto. The Allottee hereby agrees, declares and confirms that save and except the fixtures, fittings as mentioned in the said **ANNEXURE "E"**, the Developer shall not be liable, required and/or obligated to provide any other fixtures, fittings, materials in the said Apartment.

9. POSSESSION

9.1 DATE OF POSSESSION

a] The Developer shall give possession of the Apartment to the Allottee after completing the construction and after receipt of the entire consideration amount and additional charges as per Clause 4

hereinabove and more particularly within the time stipulated under the registration obtained under the Act.

b] The Allottee hereby agrees and confirms that it does not have any objection with regard to receiving the possession of the Apartment at such early date from the Developer and, as such, hereby admits and undertakes to make full purchase price in respect of the Apartment and all other amounts payable by the Allottee in respect of the Apartment at such early date, in the event the Developer is able to expedite the development of the project and handover the possession of the said Apartment at such early date. It is clarified that in the event the Developer provides the possession of the Apartment to the Allottee at such early date, then such early date on which the Developer offers the possession of the Apartment shall be construed as the possession date under this Agreement. Provided however that the possession date, is subject to extension as per the dates provided at the time of registration of the project as per the Act.

9.2 PROCEDURE FOR TAKING POSSESSION -

a] The Developer on its behalf shall intimate to the Allottee to take possession of the Apartment after the Allottee satisfies and complies with all its obligations and undertakings as per the present Agreement.

b] The Allottee may exercise his right to inspect, measure, and confirm that he is satisfied with the Apartment before taking the possession. Upon the Allottee taking possession, it shall be deemed to be to the satisfaction of the Allottee. No objection thereafter shall be raised on these issues.

c] If the Allottee requests the keys to the Apartment for fit outs/ furniture/ fixtures purposes, the same would be handed over only on the receipt of the balance consideration and fulfillment of all his/her obligations under the present Agreement including payment of the Additional Charges. This shall not mean handing over of possession.

d] The Developer shall give possession of the Apartment/s to the Allottee as per the provisions of this Agreement. In case the Allottee fails to take possession within the time provided, the Allottee shall nevertheless be liable to pay maintenance charges, taxes, dues etc as applicable after the date of receipt of intimation by the Developer to take the possession of the said Apartment.

9.3 DEPOSITS AND PAYMENTS DUE AT THE TIME OF POSSESSION

All amounts due under all heads whatsoever, including deposits, additional charges shall be paid by the Allottee prior to the possession being handed over.

9.4 DELAY IN HANDING OVER POSSESSION

a] If the Developer fails to abide by the time schedule for completing the Project and handing over the Apartment to the Allottee, the Developer agrees to pay to the Allottee, interest as specified in the Rules of the Act, on all the amounts paid by the Allottee, till the handing over of the possession.

b] Provided further that the Promoter shall be entitled to an extension for a reasonable period of time for giving possession of

Apartment., as may be granted by, , if the completion of building in which the Apartment is situated is delayed on account of –

- 1] Act of God or Force Majeure which shall include but not be restricted to any natural calamity, act of legislature, restrictions by Courts, man-made calamity like riots, wars, civil commotion, accidents and acts beyond the control of the Developer;
- 2] Pandemic, lockdown;
- 3] Any notice, order, rule, regulation, notification or directive of the Government and/or other local or public or private body or competent authority/court/tribal/any quasi-judicial body or authority;
- 4] Any prohibitory order of any court against the development of the building/land;
- 5] Flood, drought, cyclone, fire, earthquake, pandemic or any other calamity caused by the nature affecting the regular development of the real estate project;
- 6] Non-availability of cement, steel or other building material, water or electric supply/connection or drainage/sewerage connection or labours etc.; or
- 7] Delay on account of the following:
 - i] Minor or major accident at the site not caused due to any negligence by the Promoter; or
 - ii] Strikes or agitation by the workers, employees or laborers of the Promoter or the contractors or suppliers; or
 - iii] Government seizures of the equipment and/or plant of the building
 - iv] Any judgment of a competent court or any legislation or regulation or statutory or regulatory change of a governmental entity prohibiting the performance of this Agreement;
 - v] The Developer shall not be liable to pay any compensation to the Allottee for delay on any account of the abovementioned reasons and or situations or conditions.

10. COMMON AREAS

The common general areas shall constitute the common areas and which shall ensure for the more beneficial use and enjoyment (in common with one another) of the holders of the Apartments comprised in the said Project Land and more particularly described in **THIRD SCHEDULE**. The Allottee shall have no claim whatsoever in the common areas which will remain the area of the Developer until the Conveyance is done and until the charge is handed over to the Ultimate body. The common areas shall be for the common use of all the Apartment holders.

11. ADDITIONAL CHARGES

- a] The Allottee agrees and undertakes to pay, with effect from the date of completion or date of possession, whichever is earlier, irrespective of whether the Allottee has taken possession of the said Apartment or not, the Allottee's amount as mentioned hereinabove towards bearing the cost of the Additional Charges and for the repairs

and maintenance of the building/s and/or the project land or for any other purpose for the benefit of the apartment owners as determined by the Developer or the Ultimate body, as the case may be.

b] The Additional Charges will be used along with the interest accrued for the maintenance of the Building and all other incidental and additional facilities availed by the Allottees of the Building jointly and shall cover all costs related to expenses of and incidental to the management and maintenance of the said Building and common areas.

c] The water supply in the Building will be available as per the availability from the municipal corporation. In the event of shortage of the same the Allottee agrees to pay for tanker/bore well water until the water is made available. The Developer is not required to pay for water for individual Apartment Allottee or common area requirements.

d] As soon as convenient, after a reasonable number of Allottee have occupied the premises, the Developer shall, at its discretion, form an ad hoc body of Allottees, who are residents of the Project. Such ad hoc body will function till the handover of the management of the development to the Ultimate Body.

e] GST (or any other tax) as applicable will be paid separately by the Allottee at the time of payment of the same.

12. FORMATION OF THE ULTIMATE BODY

a] The Promoter has informed the Allottee that they propose to form a Co-operative Society, Association or Limited Company wherein all the Allottees will be members for the said entity which will be the Ultimate Body for the purpose of regulating the business and carrying out maintenance of the Building constructed on the Project Land.

b] The Allottee along with other Allottees of Apartments in the building shall join in forming and registering the Co-operative Society, Association or Limited Company to be known by such name as the Promoter may decide in the deed of declaration 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 of the Co-operative Society, Association or Limited Company and for becoming a member, including the bye-laws of the proposed Co-operative Society, Association or Limited Company and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottees, so as to enable the Promoter for formation of the Co-operative Society, Association or Limited Company of Allottees. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Competent Authority.

c] The Promoter shall within a period of three months from the registration of the Co-operative Society, Association or Limited Company, as aforesaid cause to be transferred to the Co-operative Society, Association or Limited Company all right, title and interest in the said structure of the Building or wing in which the Apartment is situated.

d] The Allottee understands and acknowledges that the process of obtaining necessary approvals for the same will take time and has confirmed that he has no objection to the same so long as the Promoter takes steps in a timely manner to ascertain the final scheme.

e] All related costs for the registration of the Ultimate body as referred to hereinabove shall be borne on a pro rate basis by all Allottees. If any amount is paid by the Developer, the same shall be reimbursed by the Allottee to the extent of his/her/their share.

13. CONVEYANCE

i. The conveyance deed shall be drawn and executed by the Promoters i.e the Plot Owners and Developer and shall contain such provisions and covenants as maybe necessary for giving effect to the stipulations and restrictions mentioned or referred to herein and shall be binding on the Allottee. It shall also include covenants by the Allottee to indemnify and keep indemnified the Promoters against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.

ii. The costs, charges and expenses in connection with the permissions for formation of the aforesaid Ultimate Body, and/or sanctions under the Income Tax Act, 1961 and/or any other law/s for the time being in force and premium, if any, payable therefore shall be borne and paid proportionately by all the Allottees of their respective Apartments in the said Project Land. The Promoters shall not contribute anything towards such expenses. The proportionate share as determined by the Promoter of such costs, charges and expenses payable by the Allottee shall be paid by it immediately on demand.

14. REPRESENTATIONS, WARRANTS AND DUTIES OF THE DEVELOPER

The Developer hereby represents, warrants and makes itself duty bound to the Allottee as follows:

i] The Developer has relied on the assurance of title provided by its advocate and states that the title to the land is clear and marketable 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 Developer has lawful rights and requisite approvals from the competent authorities to carry out the development of the Project and shall obtain requisite approvals, from time to time, to complete the development of the Project;

iii] There are no known encumbrances, including boundary disputes and/or any right, title, interest or claim of any party in or over the said Project Land except those disclosed in the title report, so as to assign, convey, transfer and vest the portions of said Project Land unto the said Ultimate body with such title on the execution of the final transfer deeds of the said Project Land and/or the building;

iv] There are no known litigations pending before any Court of law with respect to the Project Land or Project to the knowledge of the Developer;

v] All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land 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 Land shall be obtained by following due process of law and the Developer has been and shall,

at all times, remain to be in compliance with all applicable laws in relation to the, Project Land;

vi] The Developer 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/ies at the time of sanctioning the said plans or thereafter; and shall obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

vii] The Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the Ultimate body.

viii] The Developer 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;

ix] The Developer 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

x] The Developer confirms that the Developer is not restricted, in any manner whatsoever, from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

xi] The Promoter covenants to execute the Sale Deed for the Apartment in favour of the Allottee and hand over the possession after the Allottee fulfills all its obligations as per the present Agreement.

xii] The Developer 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;

xiii] No notice from the Government and/or any other local body or authority and/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 Developer in respect of the Project Land.

15. RIGHTS, DECLARATIONS, REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE ALLOTTEE

a] It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this clause shall be of the essence of this Agreement. On the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Allottee, the Developer has entered into this Agreement. Non-compliance by the Allottee shall amount to a breach.

b] The Allottee hereby unconditionally agrees that the Developer is entitled to implement the scheme of development and shall be entitled to construct any additional structures in said Project in accordance with the sanctions and approvals obtained or to be obtained from the planning authorities.

c] The Allottee further agrees to extend all co-operation and assistance to the Developer in respect thereof at all times hereafter, even after taking possession of the said Apartment and the Allottee, as member of the Ultimate Body, as the case may be, shall not raise any dispute or obstruction or interfere with the benefits, rights, powers, discretions and authorities of the Developer.,

d] The Allottee hereby further agree/s that even after formation and registration of the Ultimate body and at all times thereafter, the Allottee in his/her/their individual capacity and as member of the Ultimate body, shall not create any hindrance or obstacle for the Developer in exercising its rights to carry out construction and development in accordance with the scheme of development, including any variations, amendments and/or modifications therein, and shall not raise any obstruction or interfere with its rights in relation thereto.

e] The Allottee shall use the said Apartment and permit the same to be used only for the purpose of residence and as allowed by the concerned authorities and shall use the said car parking space/s and permit the same to be used only for the purpose of keeping and parking his own light motor vehicle/s. The Allottee agrees to park light motor vehicle/s and/or two wheelers only at his designated place/s and not elsewhere in the said building.

f] The Allottee shall not use and/or permit to use the said Apartment or any part thereof any person as a part of commercial arrangement or for any illegal or immoral purpose. The Allottee shall not park or permit to be parked any commercial vehicle in the parking area/s.

g] The Allottee or himself/themselves, with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows: -

i] The Allottee agrees in perpetuity not to carry out any structural changes or to increase the size of the Apartment/s in any manner including covering of terraces, balconies, etc or by means of any kind of extension, amalgamation etc.. Also Allottee agrees not to alter the external elevation of the building and/ or to fix grilles of non-standard or non-uniform design, in no circumstances whatsoever at no time after taking over the possession;

ii] The Allottee is aware that the Developer has implemented and/or shall implement the scheme of development of the said building, as specified herein. The Developer has informed the Allottee that for the speedy completion of the scheme of development of the said building, it is required to and shall be entitled at all times, to carry out construction and/or any other allied work, including completion work of the structures in the said building/phase/wing, and the Allottee shall, not only as the Allottee of the said Apartment/s, but also as a member of Ultimate Body, as the case may be, not at any time raise any objection or obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work, including completion work of the structures in the said building. The Allottee shall not interfere with the rights, powers and authorities of the Developer in respect of implementing the scheme of development of the said building. The Allottee hereby acknowledges, accepts and irrevocably consents to the aforesaid and the Allottee does

hereby undertake to co-operate with and render all assistance to the Promoter, in respect of the development of the said building/phase/wing.

iii] To maintain the said Apartment at the Allottee's own costs and expenses in good and tenantable repair and condition from the date when possession of the said Apartment/s is offered and shall not do or suffer or permit to be done anything in or to the said Building in which the said Apartment/s is situated, or to the staircases, landings, lobbies, passages, lifts or other common areas, amenities and facilities therein or pertaining thereto, which may be against the rules, regulations or bye-laws of the Ultimate Body, or of the Promoter or the concerned government, local or public or private bodies or authorities. The Allottee shall also not change, alter or make any addition in or to the said Apartment/s or to any part of the said Building. In the event of the Allottee contravening any of the aforesaid provisions, the Allottee shall be responsible and liable for the consequences thereof; in the event of any damage to the structure of the Apartment of the Allottee or other Allottee or the building is caused due to an act of the Allottee, he/she/they/it alone shall be responsible for the same and indemnifies the Promoter in this regard;

iv] To carry out permissible alterations in the said Apartment/s only after submission of plans and specifications thereof to the Ultimate Body, as the case may be, and obtaining their prior written approval in respect thereof. If any alteration is carried out in the Apartment of the purchase and the same leads to a leakage or damage to the neighboring Apartment/s or the Apartments above or below or any other part of the building, the responsibility of repair and restoration of such other Apartment/s shall be of the Allottee alone; Any such alteration shall be carried out by the Allottee of the Apartment only after a certification of an Architect and Structural Engineer and under professional supervision and after obtaining permission from the authorities concerned and without consuming any FSI or TDR and after permission in writing from the Ultimate Body;

v] In the event, the Allottee carries out any unauthorized changes / construction/modification in the said Apartment, or causes any damage to or permits / suffers any decay of/to the same, then the Allottee shall rectify and make good all defects, decays, want of repairs and unauthorized changes/construction/ modification;

vi] To bear and pay proportionately or otherwise, as may be required, all amounts including increases in rents, rates, taxes, cesses, assessments, water charges, insurance and other levies, if any, which are or may be imposed by or payable to the concerned government, local or public or private body or authority, the insurance company and/or any other person/s in respect of the said Building and/or the said Project Land and/or structures thereon. However, if any such increases are imposed on account of or arise due to any change made or permitted to be made in the user of the said Apartment, i.e. user other than the user stipulated herein, then the Allottee shall be solely liable to bear and pay the entire amount of such increase;

vii] To observe, perform and comply with all the rules, regulations and byelaws which the Ultimate Body, may adopt or frame at its/their inception and the additions, alterations or amendments thereto that may be made from time to time, including those for protection and

maintenance of the said Building and other structures in the said Project and the Apartment/s and other premises therein, and for the observance, performance and compliance of the building rules, regulations and bye-laws for the time being of the concerned government, local and public or private body/ies and authority/ies. The Allottee shall also observe, perform and comply with all the stipulations, rules, terms and conditions laid down by the Ultimate Body, as the case may be, regarding the use of all common areas, amenities and facilities and the Allottee shall pay and contribute regularly and punctually, towards all the rents, rates, taxes, cesses, assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of this Agreement;

viii] To co-operate with and give and render all assistance and facilities to the Developer, as the case may be, and to do and perform all acts, deeds, things and matters, as may be required by the Developer, from time to time;

ix] If the Allottee is/are obtaining a loan from any bank or financial institute for purchase of the said Apartment/s, then it will be the sole responsibility of the Allottee to complete the formalities to obtain the loan and the Developer is not concerned for any reason whatsoever with such a procedure/formalities as well as the Developer shall not be responsible for any loan amount, installment, interest, charge, etc. or any kind of dues arising out of such loan or loan proposal or compensation for losses sustained by the Allottee on any account or for whatsoever reasons.

The Allottee may obtain the loan from bank or financial institute at his/her/its/ their own risk and cost;

x] Not to do or carry out any painting, decoration or other work to the exterior of or outside the Apartment/s, without the prior written permission of the Ultimate Body;

xi] Not to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Building and/or in any part of the said Project (except the Allottee's name plate at the designated place and not exceeding the size suggested by the Ultimate body), without the prior written permission of the Ultimate Body;

xii] To make suitable arrangement for removal of debris arising out of any interior decoration, renovation and furniture making or any other allied work in the said Apartment;

xiii] Not to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the owners or occupiers of any other Apartments, premises, and/or car parking space/s in the said Building or in the said Project and/or to the owners or occupiers of any adjacent, contiguous or adjoining property;

xiv] Not to construct/erect any brick or masonry wall/partition in the said Apartment or to make any other structural additions or alterations of a temporary or permanent nature therein without the prior written consent of the Promoter;

xv] Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy, as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the

concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to cause damage, the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee or any person working on behalf/ under the instructions of the Allottee, in this behalf, the Allottee shall be liable for the consequences of the breach;

xvi] Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Ultimate Body;

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

xviii] The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Developer under this Agreement are fully paid up and prior written consent has been obtained from the Developer.

xix] That it is specifically understood by the purchaser that the sample flat/show flat shown at the site and brochure/leaflets published by the Developer from time to time in respect of the schemes are just advertisement material and contain various features to increase the aesthetic value of the whole scheme and they are not the facts or things to be provided / developed by the Developer. The Allottee has agreed to purchase the unit in the said project after actual verification of the site and with the actual discussion with the owner / developer and after verification of the title documents, such as sale deed, building permission, sanction layout plan, sanction plan by Municipal Corporation Aurangabad, 7/12 extract, mutation and all other documents will be binding upon the allottee and the contents of the brochures and video will not be considered as binding.

xx] The Allottee has seen, gone through, read and understood all the sanctions, approvals and permissions and agrees to abide by the same including to pay such deposits and amounts as may be required by the respective authorities, at the appropriate time and/or as and when called upon by the Developer;

xxi] The Allottee shall observe and perform all the rules and regulations which the Ultimate Body 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 body. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Ultimate Body / Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

16. NO GRANT OR DEMISE

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 Project Land and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them/it and all open spaces, covered parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is finally transferred in terms of this Agreement.

17. ENTIRE AGREEMENT

This Agreement along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, which supersedes all documents, brochures and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire contract between them in respect of the subject matter hereof.

The Allottee hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in the informative material or in any correspondence or other writing or document, by the Developer, as the case may be, and/or their respective agents to the Allottee and/or his agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be valid.

18. RIGHT TO AMEND

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

19. 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 Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

That the Allottee and the assigned Allotte/s agree/s that they shall not object to any easement rights that need to be given to any person in and around the said project. .

20. 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.

21. 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.

22. EVENT OF DEFAULT

a] **“Terminable Default”** shall mean a default, whereby the non defaulting party is provided with the right to terminate this agreement in the following cases:

i] In the case of default not relating to payment is not cured or made good within the period mentioned in the termination notice;

ii] In the case of default in making payment as per the due date mentioned in any cure notice;

iii] In the case of default in making payment immediately upon the occurrence of a default being the third instance of a delay in payment where the previous delays were cured as per the cure notice or where any previous delays though not cured during the cure notice, were condoned by the Developer.

b] In event of default, the non-defaulting party shall issue a cure notice to the defaulting party by the registered post of its intention to terminate the Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement giving reasonable time to cure the defect.

c] That in the event of payment of default in making payment of the instalments or any other obligations or covenants as per the Agreement by the Allottee the Developer shall give a 15 days notice to the Allottee at its Registered Address or email id as mentioned in the Agreement.

d] In the event the defaulting party completely cures the default within the stipulated period, the default shall then cease to be a default.

e] In the event the defaulting party fails to completely cure the defect as per the default notice, the default shall be treated as a terminable default in such case or in any other terminable default. The non-defaulting party may without further notice proceed with termination as provided herein.

23. TERMINATION AND CONSEQUENCES OF TERMINATION

a] Upon termination of this Agreement, the Developer shall refund to the Allottee the amounts specified hereunder and in the manner stated herein.

(1) Notwithstanding anything contained above upon termination of this Agreement by the Promoter in event of default by the Allottee, the Promoter is entitled to forfeit 25% of the amount as liquidated damages for breach of the terms of the agreement and also interest amounts and other charges paid under the payment scheme above and refund the balance amounts (if any – in the manner set out below) to the Allottee without any interest, compensation or claim for any damage or costs, charges and expenses whatsoever and which the Parties mutually confirm that they consider the same to be reasonable and not amounting to a penalty.

(2) Upon termination of this Agreement, the Parties shall execute and register a Deed of Cancellation. The refund amount set out above shall be made by the Developer to the Allottee within 30 days from the date of termination of this Agreement, subject to the execution and registration of the Deed of Cancellation in favour of the Developer.

b] The Allottee agrees that upon termination of this Agreement as aforesaid, the Developer shall be released and discharged of any and all liabilities and obligations under this Agreement and the Allottee hereby irrevocably authorizes the Developer to dispose off and sell the Apartment and all rights incidental thereto to such person or persons at such price and on such terms and conditions as the Developer may deem and think fit in its absolute discretion and the Allottee shall not be entitled to raise any objection to the same and this Agreement (and related documents, if any) shall be deemed to stand cancelled and the Allottee shall cease to have any right title interest claim demand of any nature whatsoever against the Apartment (including rights incidental thereto) or any part thereof and/or against the Developers.

c] The Developer (if the cancellation is caused due to a fault of the Allottee or the Allottee cancels the agreement without a breach by the Promoter) shall not be liable to pay to the Allottee any interest, compensation, damages, costs or otherwise. In any event the Developer shall not be liable to reimburse to the Allottee any government charges, stamp duty, registration fees, taxes etc. The amount specified above shall be accepted by the Allottee in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the Apartment.

d] It is agreed between the Parties hereto, that in case of termination of this Agreement by the Developer, the notice of termination itself would be treated as cancellation of this Agreement without there being any necessity of execution of any such separate document for cancellation of this agreement. However, this does not absolve the obligation of the Allottee to execute and register the cancellation agreement as stated hereinabove, and the Allottee's refund, if any, shall be subject to the cancellation being registered. The stamp duty and registration charges for such cancellation shall be borne by the Allottee.

e] No interest shall be payable if the termination is due to the breach of the Allottee which is not cured inspite of a notice.

f] Without prejudice to whatever stated in this clause, none of the other rights, remedies, contentions, compensation and claims available

to the Developer against the Allottee on facts and in law and/or as a result of such termination, shall however, not be adversely affected or prejudiced.

g] The Allottee confirms that he/she/they will not be entitled to terminate this Agreement for any reason whatsoever, other than on account of Developer's failure to handover possession of said Apartment within the stipulated period in this Agreement. In the event the Allottee delays in coming forth for the registration of the aforesaid Deed of Cancellation, no interest shall be payable for such delayed period. Further, keeping in mind the fact that the delay in executing the cancellation agreement creates an encumbrance on the Apartment, the entire delayed period shall be reduced from the interest payable period and the interest payable shall be on the period left after such reduction.

h] In case refund for the amounts paid such as government charges, stamp duty, GST, LBT, registration fees etc. shall have to be claimed directly by the Allottee from the concerned authority. The Promoter shall not be liable to pay any compensation to the Allottee on any account or for whatsoever reason.

i] In the event there is a dispute whether there is a legitimate delay or not, the same shall be referred to the Mediator as mentioned in this agreement.

24. DEFECT LIABILITY

a] If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost 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.

b] Provided however, that the Allottee shall not carry out any alterations of the whatsoever nature in the said apartment and in specific the structure of the said unit of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defects caused on account of willful neglect on the part of the Developer, and shall not mean defects caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

c] That it shall be the responsibility of the Allottee to maintain its unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

d] Further where the manufacturer warranty as shown by the Developer to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said unit and if the

annual maintenance contracts are not done/renewed by the Allottee the Developer shall not be responsible for any defects occurring due to the same.

e] 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 flats and the common project amenities wherever applicable.

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

g] 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/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

25. SALE OF THE SAID APARTMENT (DEED OF APARTMENT)

The Promoter, on receipt of complete amount of the consideration of the said Apartment and all other charges under the Agreement from the Allottee, shall execute a Deed of Apartment/ Sale Deed and sale the title of the said Apartment along with all the right, title and interest of the Promoter/original owner/Developer/. However, in case the Allottee fails to deposit the stamp duty, registration charges, GST dues 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 apartment 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.

26. WATER SUPPLY

It is clarified that potable water supply is to be provided by the concerned competent authorities, and shall be made available to the said proposed buildings by such authorities. The Purchaser is/are further made aware that potable water supply is provided by the concerned government authorities, and shall be made available to the said proposed building as per the supply received from such authorities. It is clarified that the developer has not represented to the purchaser or undertaken to the purchaser that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.

27. NOTICE OR DEMANDS OR INTIMATION

That all notices, demands, intimations, etc., 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 or Speed Post A.D. or by the Software Application (app) created by the Promoter or when notified by Email ID at their respective addresses specified below:

For the Allottee:

Allottee Name - _____

Allottee Address - _____

Email ID: _____

Mobile No.: _____

For the Developer

M/s. APA Combine LLP

Address : Office No. 15, Disha Square, Sootgirn Chowk,
Garkheda Parisar, Chhatrapati Sambhajinagar

Email ID: _____

Mobile No.: _____

The Allottee and the Developer shall keep each other informed on any change in e-mail and/or postal address. In case the Allottee or the Promoter changes his/her/their e-mail and/or postal address subsequent to the execution of this Agreement and fails to inform the other party in writing by Registered Post and/or email, then dispatch to the old e-mail and/ or postal address of the other party shall be deemed to have been received by the Promoter or the Allottee and the same shall be considered valid and binding.

28. JOINT ALLOTTEES

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

29. CONFIRMATION OF THE ALLOTTEE

The terms and conditions herein so far as the same apply to the Allottee and no further or other, shall bind the Allottee and in confirmation thereof the Allottee has subscribed his/her/their signature or through their duly authorized signatory.

30. WAIVER

Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any concession or giving of time to the Allottee shall not be construed as a waiver on the part of the Developer of any breach of or noncompliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Developer.

31. STAMP DUTY AND REGISTRATION

The charges towards stamp duty, Registration charges, document handling charges, other administrative and miscellaneous expenses and all other levies like GST, etc if any, for this Agreement as well for any other document/s including the Sale Deed, in favour of the Allottee in furtherance hereof, inter alia, the conveyance/s and / or any Deed of Cancellation shall be borne / shall be borne by the Allottee alone.

32. DISPUTE RESOLUTION

a] Any dispute between parties shall be first tried to be amicably settled through mediation. The Developer and the Allottee shall try to appoint a common mediator and if no common mediator can be arrived

at, each of them shall appoint one mediator each and the two mediators so appointed, shall undertake the mediation proceedings. The mediation shall be in the English language and shall be held only in Chhatrapati Sambhajinagar (Aurangabad). The cost of the mediation shall be borne by parties in equal proportion.

b] In case of failure to settle the dispute amicably, the dispute, or unresolved part thereof, shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. No other forum is envisaged.

c] This agreement is on principal to principal basis between the Allottee and Developer and hence at all times will remain so and any differences between the parties hereto will be resolved on the basis of the process mentioned in this agreement. The Developer is not obliged to respond to any group of Allottees prior to the formation of the Ultimate Body to which the Developer shall respond only for all matters excluding issues pertaining to Allottee’s Apartment .

33. 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 at Chhatrapati Sambhajinagar(Aurangabad) shall have the exclusive jurisdiction to decide any dispute or litigation arising out of this Agreement.

The Developer shall comply with the directions and stipulations contained in The Real Estate (Regulation And Development) Act, 2016 (the Act) and the Rules therein contained as amended from time to time and shall also comply with the notifications and circulars thereunder. The Allottee shall also accordingly be bound by the same. All terms and conditions herein which are contrary to the Act and the rules made thereunder shall be deemed substituted by the said Act and Rules.

34. IRREVOCABLE POWER OF ATTORNEY

That, by Irrevocable General Power of Attorney is executed jointly by OWNER and DEVELOPER/BUILDER (Party of the first part), having registration no. 2988 of 2024 registered before the office of the Sub-Registrar 6 Aurangabad dated 19.03.2024 to sign and execute the present Agreement to Sale, Sale deed, Correction deed and other documents regarding to sale in the above said Apartment in the above said scheme.

FIRST SCHEDULE

PROJECT LAND

Amalgamated Plot Nos. 17 (Pocket-A), 18 (Pocket-A),19 (Pocket-A) and 20 (Pocket-A) situated at Gut No. 48 situated in Moreshwar Sahakari Gruh Nirman Sanstha Maryadit, Garkheda (Shahari), Aurangabad, Taluka and District Aurangabad admeasuring 2251.48 Sq. Mtr. having its boundaries as follows:

EAST	6 Metre Road
WEST	6 Metre Road
NORTH	Survey No. 47
SOUTH	9 Metre Road

SECOND SCHEDULE

APARTMENT DETAILS

The Apartment Bearing No. _____ (RERA Carpet Area _____ Sqm), on _____ floor, of Pratapgad _____ building having boundaries as follows:

EAST	
WEST	
NORTH	
SOUTH	

THIRD SCHEDULE

DETAILS AND SPECIFICATIONS OF THE LIFTS

Sr. No.	Type of Lift	Total No. of Lifts Provided	No. of Passengers or Carrying Capacity in weight (Kg)	Speed (mtr/sec)
1	Passenger Lift	1 in each wing	8 passengers	1mtr/sec

IN WITNESS WHERE OF THIS AGREEMENT TO SALE IS EXECUTED TODAY AT CHHATRAPATI SAMBAJINAGAR

<u>DEVELOPERS</u> <u>M/s. APA COMBINE LLP</u> <u>Through its Authorized Signatories/Partners:</u>				
Sr. No.	Name	Photo	Thumb Impression	Signature
1	Mr. Pratik s/o. Rajkumar Agrawal			
2	Mr. Ajay s/o. Devanand Kotgire			

<u>PLOT OWNERS:</u>	
Sr. No.	Owners Name
1	Shila Devidas Awchar
2	Smita Panditrao Kshirsagar
3	Arun Bhaskarrao Gaikwad
4	Suresh Bhaskar Gaikwad
5	Shobha Arun Gaikwad
6	Jyoti Rajendra Jagtap
7	Nirmala Bhagchand Shinde
8	Ujwala Vivek Bhosale

Through Registered GPA Holders M/s. APA COMBINE LLP Through its Designated Partners				
Sr. No.	Name	Photo	Thumb Impression	Signature
1	Mr. Pratik s/o Rajkumar Agrawal			
2	Mr. Ajay s/o. Devanand Kotgire			

<u>PURCHASER/ Allottee;</u>				
Sr. No.	Name	Photo	Thumb Impression	Signature
1				
2				

<u>WITNESSES;</u>				
Sr. No.	Name	Photo	Thumb Impression	Signature
1				
2				

LIST OF SCHEDULES

SCHEDULE I - Description of the Project Land

SCHEDULE II -Description of the Apartment along with boundaries in four directions.

SCHEDULE III – Details and specifications of common area

LIST OF ANNEXURES

ANNEXURE - "A" = Copy of the Certificate of the title issued by the advocate.

ANNEXURE - "B" = Copy of the 7/12 or any other revenue record extract showing the nature of the title of the Plot Owner/s to the Project Land on which the Apartment is constructed

ANNEXURE - "C" = Copy of the layout approved by the Chhatrapati Sambhajnagar (Aurangabad) Municipal Corporation.

ANNEXURE -"C-2" = Copy of the amalgamation permission and commencement certificate from the Chhatrapati Sambhajnagar (Aurangabad) Municipal Corporation

ANNEXURE -"D" = Copy of the plans and specifications approved by the by the Chhatrapati Sambhajnagar (Aurangabad) Municipal Corporation.

ANNEXURE - "E" = Copy of the specifications for the apartment

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