AGREEMENT TO SALE

Zone No.		**ROW HOUSE NO.**	
Actual Consideration		**Govt. Rate**	
Govt. Valuation		**Stamp Duty**	

THIS AGREEMENT TO SALE ("**AGREEMENT**") EXECUTED ON THIS __DAY OF _____ ,

BETWEEN

M/s. Shree Creators and Developers **PAN NO. AEZFS 0974 E**
Through its Partners

1. **Mr. Ashish Satyanarayan Agrawal,**
   Age :- 44 years Occu:- Business,
   R/o. Kalda Corner, Aurangabad
   Aadhar No. 3754 1020 1658

2. **Mr. Girish Nandkishor Agrawal,**
   Age :- 36 years Occu:- Business,
   R/o. CIDCO, Aurangabad
   Aadhar No. 2406 3164 0734

(Hereinafter referred to as "The Owners/ Promoters/ Developers" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their executors, legal heirs, representative, partners, assignees or administrators)

...OF THE FIRST PART;

MR. _____

Age- Years, Occ-_____

R/o- _____

PAN No. _____

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

OF THE SECOND PART;

WHEREAS

1. That, the Property Bearing land Gut No.110, admeasuring 2H 62R, situated at village Shendra Jahangir, Tq. & Dist. Aurangabad was originally owned & possessed by Kondiba Rajaram Kute.

2. Thereafter, Kondiba Rajaram Kute has sold out Property Bearing land Gut No.110, admeasuring 0H 18R, situated at village Shendra Jahangir, Tq. & Dist.

Aurangabad to Shri. Yogesh Kunjbihari Agrawal and Shri. Girish Nandkishor Agrawal through Registered Sale Deed dated 15.03.2007 bearing daybook No. AGG-2-1409/2007. On the basis of Registered Sale Deed Shri. Yogesh Kunjbihari Agrawal and Shri. Girish Nandkishor Agrawal became the owners & possessors of the Property Bearing land Gut No.110, admeasuring 0H 18R, situated at village Shendra Jahangir, Tq. & Dist. Aurangabad.

3. Thereafter, Shri. Yogesh Kunjbihari Agrawal and Shri. Girish Nandkishor Agrawal further sold out Property Bearing land Gut No.110, admeasuring 0H 18R, situated at village Shendra Jahangir, Tq. & Dist. Aurangabad to M/s. Shree Creators and Developers through its Partners Shri. Ashish Satyanarayan Agrawal and Shri. Girish Nandkishor Agrawal through Registered Sale Deed dated 25.05.2023 bearing daybook No.AGG-6-3983-2023. On the basis of Registered Sale Deed M/s. Shree Creators and Developers through its Partners Shri. Ashish Satyanarayan Agrawal and Shri. Girish Nandkishor Agrawal are become the owners and possessors of the above said property.

4. That, the name of M/s. Shree Creators and Developers through its Partners Shri. Ashish Satyanarayan Agrawal and Shri. Girish Nandkishor Agrawal has been mutated in 7/12 extract through Mutation Entry bearing No.6575.

5. That, further M/s. Shree Creators and Developers through its Partners Shri. Ashish Satyanarayan Agrawal and Shri. Girish Nandkishor Agrawal have made application towards Competent Authority for Conversion of above said Land for Non Agricultural use and accordingly the Tahshildar, Chhatrapati Sambhajinagar have issued SANAD U/s.42-B of Maharashtra Land Revenue Code, 1966 on 02.02.2024 bearing No.JA.KRA.2024/JAMA-2/PRA.KRA.408.

6. Thereafter, M/s. Shree Creators and Developers through its Partners Shri. Ashish Satyanarayan Agrawal and Shri. Girish Nandkishor Agrawal made application towards Chhatrapati Sambhajinagar Metropolitian Regional Development Authority for sanction of Layout and accordingly Chhatrapati Sambhajinagar Metropolitian Regional Development Authority have sanctioned Final Approval to the Land Sub-Division/Layout on 20.04.2024 bearing Approval No.AMRDA/LF/2024/APL/00372 and Proposal Code AMRDA-24-29905. As per Layout Plan sanctioned Plot No.1 is consisting of 1427.58 Sq. Mtrs., and the said Plot/property hereinafter be referred to as "**Schedule Property (the Said Plot/Property).**

7. Thereafter, M/s. Shree Creators and Developers through its Partners Shri. Ashish Satyanarayan Agrawal and Shri. Girish Nandkishor Agrawal made application towards Chhatrapati Sambhajinagar Metropolitian Regional Development Authority for sanction of Building Permission and Commencement Certificate and accordingly Chhatrapati Sambhajinagar Metropolitian Regional Development Authority have issued Building Permission and Commencement Certificate with Building Plan on 31.05.2024 bearing Approval No.AMRDA/B/2024/APL/00531 and Proposal Code AMRDA-24-34769.

8. That the Promoter have registered their Project **'SHREE RADHE KUNJ'** under the provisions of the Act with Real Estate Regulatory Authority at_____ vide registration No. _____: Authenticated copy is attached in Annexure 'D'.

9. That, the developer herein has decided to construct the project consisting of various units/Row Houses on the said land and to sale such unit/Row House to different person on Owners/ Promoter/ Developer hip basis and accordingly the agreement will be executed with different persons of the said units.

10. The Promoters are fully entitled to develop the said Property and construct building/s thereon in accordance with the plans sanctioned by the Chhatrapati Sambhajinagar Metropolitian Regional Development Authority. The Promoters have got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said buildings to be constructed on the said plot/ Property. The Promoters have also obtained Commencement Certificate from the Chhatrapati Sambhajinagar Metropolitian Regional Development Authority has issued the Commencement Certificate bearing Approval No. AMRDA/B/2024/APL/00531 and Proposal Code AMRDA-24-34769 dtd. 31.05.2024 **for construction on the said property**. The promoter reserves right to obtain further revised construction permission as may be deemed fit by promoter and in that case revised/amended declaration will be executed after obtaining the revised building permission of all the buildings from the concern authorities.

11. In accordance with the plans sanctioned by the Chhatrapati Sambhajinagar Metropolitian Regional Development Authority, the Promoters are developing the said property in the Schedule hereto and are constructing thereon project to be known as **'SHREE RADHE KUNJ'** consisting *inter alia as per present permission* of **24 Row Houses. Out of which 12-Row Houses of A-Wing are 2-BHK The building is having ground floor + 1 floor and 12-Row Houses of B-Wing are 3-BHK The building is having ground floor + 2 floor.** and have maximum potential of 5055.04 Sq meter FSI out of which The Owners/ Developers/ Promoters have utilized 1792.36 Sq. meter in the current permission, On the project land in accordance with the plan, design and specification as approved by the concerned competent authority from time to time. Provided that the promoter shall be entitled to make variations or modifications in plans which does not adversely affect the Row House of the

allottee and the alteration or addition required by any governments authorities or due to change of law.

12. That the PURCHASER/ Allottee is/are not entitled to and shall not object to such construction for any reasons whatsoever and how so ever arising at any time hereinafter.

13. The PURCHASER/ Allottee herein is/are aware of the fact that, the developer herein has entered or will enter into similar or separate agreement with several other persons and party in respect of the units in the said entire project

14. That, the Developer Will execute the Deed of Declaration if the developer decides to form an association for the said project and all the terms, conditions & covenants are applicable & binding on the PURCHASER/ Allottee. That the terms and conditions of all the Deed of Declaration is binding upon the allottee.

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

16. Relying on the PURCHASER/ Allottee's representations, declarations and the assurance from the PURCHASER/ Allottee about his / their satisfaction of marketable title and authority of the Owners/Promoters/Developers, the Owners/ Promoters/ Developers herein agreed to sell and the PURCHASER/Allottee/s herein agreed to purchase the said Row House/ Row House

17. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

18. AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Amol Ambadasrao Kshirsagar and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

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

20. AND WHEREAS the Allottee is offered an **Row House No._____**, (herein after referred to as the said "Row House") in the project called **SHREE RADHE KUNJ** (herein after referred to as the said "Building") being constructed in the phase of the said project, by the Promoter

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

22. By virtue of the Title Documents the Promoter and Owners/ Promoters/ Developers have right to sell the Row House s 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 Row House s to receive the sale consideration in respect thereof;

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

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

25. AND WHEREAS The Allottee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allottee/s, of all the documents of title relating to the said project described in the Schedule -II hereunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "The Said Act") and rules and regulations made there under. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the final sale deed of the said Row House of the said Row House/unit/Row House there under.

26. 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.

27. 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.

28. The Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction/development of the same.

29. The allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound

and abided by the allottee strictly.

30. The allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall not be binding on the allottee and that the allottee shall not hold the developer responsible for the such contrary conditions.

31. The allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been handed over to the allottee.

32. AND the allottee has applied to the Promoters/Owners/Developers for allotment of **Row House No._____, 2/3-BHK, being constructed on Property** Plot No.1, admeasuring 1427.58 Sq. Mtrs. Out of Gut No.110, situated at Shendra Jahangir, Chhatrapati Sambhajinagar in the project namely **'SHREE RADHE KUNJ'** (herein after referred to as the "Row House ")

33. The **Carpet area** of the said Row House is _ _ _ **Sq. Mtrs.** and as per the RERA the definition of "carpet area" means the net usable floor area of an Row House, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Row House for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Row House for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Row House.

34. The promoters agree to give covered parking having space admeasuring length 14 ft x breath 7.5 ft x height 9 feet for 3 BHK Row houses.

35. 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;

TYPE	ROW HOUSE NO.	CARPET AREA	P-LINE AREA

36. Under section 13 of the RERA Act the Promoter is required to execute a written Agreement to sale of said Row House 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 Row House.

37. Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

38. 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 Row House 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.

39. This agreement shall remain in force and shall not merge into any other agreement save and except the the sale deed as stated herein below.

40. That the allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to them.

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

1. CONSTRUCTION OF THE PROJECT/ROW HOUSE :-

2. The Promoter shall construct the said project namely **'SHREE RADHE KUNJ'** consisting *inter alia as per present permission* of **24 Row Houses. Out of which 12-Row Houses of A-Wing are 2-BHK The building is having ground floor + 1 floor and 12-Row Houses of B-Wing are 3-BHK The building is having ground floor + 2 floor** and have maximum potential of 5055.04 Sq meter FSI out of which Owners/Developers/ promoters have utilized 1792.36 Sq. meter in the current permission, 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 Promoter shall be entitled to make variations or modifications in plans which does not adversely affect the Row House of the Allottee and the alteration or addition required by any Government authorities or due to change in law.

CONSIDERATION/PRICE OF THE SAID ROW HOUSE:-

2.1 That the owners/developers/promoters herein agreed to sale and PURCHASER/Allottee herein agreed to purchase the said Row House no **_____** for a total lump-sum consideration of **Rs_____ /-(Rupees _ _____Only)**, that out of the agreed sale price the PURCHASER/Allottee has paid amount of **Rs. _____/- (Rupees _____ Only)** being a part payment to the owners/ promoters/ developers as earnest amount/ advance payment as under:

Sr. No.	Date	Transaction No.	Bank Name	Amount
1.				
Rs._____/- (Rupees_____Only)				

Further the PURCHASER/Allottee has agreed to pay the balance consideration amount of **Total Rs. ____/- (Rupees _____ Only)** through bank loan/own contribution as specified in payment schedule.

2.2 The PURCHASER/ Allottee herein is well aware that, the central Government of India has inserted Sec. 194-IA in Income Tax Act 1961 imposed

responsibility on PURCHASER/Allottee if consideration payable by the PURCHASER/Allottee to the Developer is more than Fifty Lakh, then at the time of credit of such sum to the account of Developer or at the time of payment of such sum in cash or by issue of cheque or draft or by another mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the PURCHASER/ Allottee herein made any deduction on account of tax deducted at source(TDS) and within 15 days from the end of month in which deduction is made produced original challan-cum-statement in Form no. 26QB u/s 194-IA of Income Tax Act 1961 read with Income.

2.3 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 .....) and shall be deposited in **RERA Designated Collection Bank Account No. 42910200000871, Bank of Baroda Bank, Bajrang Chowk, Cidco Branch having IFS Code BARB0CIDAUR situated at Chh. Sambhajinagar (Aurangabad)**. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 42910200000872 and 42910200000873 respectively.

2.4 The PURCHASER/Allottee shall comply to the bank formalities for bank loan or through self-contribution & pay the consideration amount towards the Row House to the Owners/developers/promoters as per the following: -

Allotee hereby agrees to pay to that Promoter the balance amount of Rs. _ _____(Rupees ___) in the following manner: -

(i) Amount of Rs...../- (.....) (30% of the total consideration) to be paid to the Promoter after the execution of Agreement

(ii) Amount of Rs...../- (. .....) (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 Row House is located.

(iii) Amount of Rs...../- (.....) (70% of the total consideration) to be paid to the Promoter on completion of the slabs including stilts of the building or wing in which the said Row House is located

(iv) Amount of Rs...../- (.....) (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 Row House.

(v) Amount of Rs...../- (.....) (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 Row House

(vi) Amount of Rs...../- ( ) (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 Row House is located.

(vii) Amount of Rs...../- (.) (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 Row House is located.

(viii) Balance Amount of Rs...../-(.....) at the time of sale deed/ receipt of occupancy certificate or completion certificate/Architects completion certificate.

2.5 That, the PURCHASER/ Allottee shall pay the remaining amount of consideration strictly as stated above to the developer / promoter. In case, the PURCHASER/ Allottee is unable to pay the remaining amount of consideration, this agreement shall stand cancelled and become null and void and the amount already paid by the PURCHASER/ Allottee shall be refunded by mutual understanding/ written consent after deducting the amount of the taxes such as TDS, GST, stamp duty, registration fees, legal, vendor charges and other chars as applicable. This condition is the essence of this contract.

For any out-station cheque, the PURCHASER/ Allottee shall bear all the cost & expense charged by the bank for the encashment of the same. If the cheque issued by PURCHASER/ Allottee is dishonored due to any reason whatsoever, then he shall pay additional charges in addition to cheque amount immediately & on failure to do so this agreement stand cancelled automatically without any notice or intimation.

2.6 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST), and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession/ occupancy certificate/ architect certificate/ sale deed whichever is earlier of the [Row House].

2.7 The Total Price/ Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority statutory in nature and/or any other increase in charges / taxes 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, taxes, 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.

2.8 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 Email 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, TDS and such other taxes, cesses, charges etc. without any delay along with each installment. If at any given time changes in GST rules and regulations or any other Taxes the same will be applicable to the allottee from time to time.

2.9 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Row House 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.

3. MODE OF PAYMENT:-

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **M/s. Shree Creators** payable at **Chhatrapati Sambhajinagar.**

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS :-

The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their 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.

5. INTEREST ON UNPAID DUE AMOUNT:-

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/Row House , and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Row House .

6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY:-:-

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, state and or Central Government at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoter shall before handling over possession of the said Row House to the Allottee/s herein, obtain from the concerned planning/local authority/development controlling authority occupation and/or completion certificate in respect of the said Row House. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Row House until the completion certificate is received from the local authority or from the Architect of the project and the allottee has paid all dues payable under this agreement in respect of the said Row House to the Promoter and has paid the necessary Corpus amount,

maintenance amount , building maintenance, Infrastructure charges, GST and other taxes payable under this agreement of the said Row House to the Promoter.

Howsoever for the purpose of defect liability on towards the developer, 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 unit/ building/wing 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 building/ wing done by him/ them or by any third person on and behalf of the allottee then the allottee expressly absolves the developer 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 developer.

7. DISCLOSURE AS TO FLOOR SPACE INDEX:-

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 5055.04 Sq. Mtr. and Promoter has planned to utilize Floor Space Index of 1792.36 Sq Mtr without 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 1792.36 Sq. Mtr as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Row House based on the proposed construction and sale of Row House s 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 herein shall construct the said building/s on the said Plot in accordance with the plans, designs and specifications approved by the concerned local authority, which have been seen and agreed by the PURCHASER/Allottee.

8. **SPECIFICATIONS AND AMENITIES:-**

The specifications and amenities of the Row House to be provided by the Promoter in the said project and the said Row House are those that are set out in **Schedule IV** hereto. Common amenities for the project on the said land are stated in the **Schedule V** annexed hereto. In the project multi storied high rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings 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 Row House/ Row House Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

9. POSSESSION OF THE ROW HOUSE :-

9.1. Schedule for possession of the said Row House :- The Promoter agrees and understands that timely delivery of possession of the Row House is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon

are paid by the Allottee/s in respect of the said Row House , in terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Row House on or before **31.03.2027.**

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the allottee and the promoter for giving possession of the Row House on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the Row House is to be situated is delayed on account of –

(i) War, civil commotion or act of God;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

9.2 Schedule for possession of the Common amenities:- The Promoter herein is developing the said land having common amenities the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project on the said land. The Promoter, assures to hand over possession of the said common amenities on or before **31.03.2027.**

The Allottee/s herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said Row House on the ground of non-completion of aforesaid common amenities.

That the allottees further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority/ Architect of Project 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 developer 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 developer.

9.3. Procedure for taking possession:- The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority/ Architect of the project shall offer in writing to the Allottee/s intimating that, the said Row House is ready for use and occupation. The Allottee/s herein shall inspect the said Row House in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said Row

House within **15** days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the Corpus Fund maintenance charges, building maintenance charges, infrastructure cost charges, GST & taxes etc as determined by the Promoter/association/ society of allottee/s, as the case may be.

Moreover, in any case, if the allottee does not take the possession of the said Row House after the intimation from the promoter, the allottee is liable to pay the above charges from the date of intimation letter compulsorily or it will attract interest and penalty on the above charges from the date of intimation.

9.4 It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services the same shall not be undertaken by the promoter and the allottee shall be solely responsible for the same.

9.5 Failure of Allottee to take Possession of [Row House]:

Upon receiving a written intimation from the Promoter as per clause mentioned above, the Allottee/s shall take possession of the Row House from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement (Sale Deed Of Row House), and the Promoter shall give possession of the Row House to the allottee. In case the Allottee fails or commits delay in taking possession of said Row House within the time provided in clause mentioned above, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said Row House and the Promoter shall not be liable for the maintenance, wear and tear of the said Row House/ Row House

That after intimation to the allottee he fails to take the possession of the unit under sale as aforesaid by paying all the dues including the consideration amount then the allottee is required to pay a penalty of Rs. 10,000/- per month. Further he is also requiring to pay all the charges as he takes the possession of the unit in the same manner for the period he has delayed the possession.

9.6. Possession by the Allottee - After obtaining the occupancy certificate from the competent authority/ completion of architect certificate and handing over physical possession of the said Row House to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association/ society of the Allottee/s or the competent authority, as the case may be, as per the local law

9.7. Compensation –That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the Association/ society is been formed of the

said building/wing or the possession is given to the allotee.

9.8. Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Row House (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Row House , with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% percent per annum including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2%, on all the amounts paid by the Allottee, for every month of delay/Rent, till the handing over of the possession of the Row House/ Row House

9.9 That it is specifically understood by the PURCHASER/ Allottee that the sample Row House/show Row House shown at the site and brochure/leaflets published by the developers 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 developers.

9.10 Developer herein are constructing building/s on the remaining portion/s of the said land/s and the PURCHASER/ Allottee shall not be entitled to raise any objection, obstruction, hindrance, etc., on whatsoever ground and also shall not claim any compensation/remuneration/demands, etc., regarding such construction and also allow one or more accesses for the same, as well as allow utilizing of the existing service lines such as water, drainage, electricity, etc. The PURCHASER/ Allottee has no objection and hereby gives irrevocable consent for the same.

10. TIME IS ESSENCE:-

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Row House to the Allottee and the common areas to the association/ society 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 installment 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 per Payment Plan in clause mentioned above in this agreement or by Payment Plan set out in Schedule mentioned above.

11. **TERMINATION OF AGREEMENT:-**

11.1. Without prejudice to the right of promoter to charge interest in terms of

clause mentioned 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 reminders, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 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 administrative expenses or of any agreed liquidated damages or any other amount which may be payable to Promoter) for the termination, the installments of sale consideration of the Row House which may till then have been paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said Row House with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

11.2 For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement /transaction in respect of the said Row House then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the PURCHASER/ Allottee /s and on such receipt of notice the Promoter herein shall be entitled to deal with the said Row House with prospective buyers. After receipt of such notice of intention to terminate this agreement, the Promoter shall issue a 30 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the PURCHASER/ Allottee /s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

11.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Row House between the Promoter and Allottee/s herein terminated as stated in sub-para11.1 and 11.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said Row House, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

12. DEFECT LIABILITY

If within a period of five years from the date of handing over the Row House to the Allottee, the Allottee brings to the notice of the Promoter

any structural defect in the Row House or the building in which the Row House 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 Row House 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/s shall not make any alterations in any of the fittings, pipes, water supply, electrical 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 Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Row House by the Occupants, vagaries of nature etc.

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 Row House are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.

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 Row Houses 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/ wing 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*C 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/wing and in the workmanship executed

keeping in mind the aforesaid agreed clauses of this agreement.

13. FORMATION OF ORGANISATION OF ROW HOUSE HOLDERS:-

13.1 Considering the Promoter herein is carrying on the construction/development on the said land and further to have the maintenance of building/s and common facilities, common lights, more conveniently, **there will be Association/ society of the residential units**, who will have to look after the common work of the said building along with such as sweeping, collection of garbage, common lighting in the building, Lift light bill, Lift AMC Etc in the building etc. and **there will be Association / society** of the said building who will be having management upon all the common amenities in the said land such as common lights, road, streets, gardens, etc. and the **Association/ society** who will be having management upon all the common amenities in the said Project land such as Security, common lights, road, streets, gardens, Rain water harvesting, CCTV, Water Charges etc. on which the Promoter shall decide as suitable for the Row House holders in the said project which is under construction on the said land which is as per the provisions of Row House Ownership act 1970 or Row House ownership act 1963.

13.2 The Allottee along with other allottee/s of Row House s in the building shall join in forming and registering the Association / society 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 Association/ society and for becoming a member, including the bye- laws of the proposed Association/ 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 for formation of the Association/ society of Allottee. 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/ society, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

13.3 The Promoter shall, *on* formation of association/ society, as aforesaid, cause to be transferred to the Apex Association all the right, title and the interest of the developers/Owners/Promoters in the project land on which the building is constructed.

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

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

14. SALE OF THE SAID ROW HOUSE :- (DEED OF ROW HOUSE/ SALE DEED / CONVEYANCE DEED)

The Promoter, on receipt of complete amount of the Price of the said Row House and all other charges under the Agreement from the Allottee, shall execute a Deed of Row House/ Sale deed and sale the title of the said unit and with proportionate indivisible share in the Common Areas to the Associations/ society may be formed all the right, title and interest of the promoter/original owner/lessee or/ in the aliquot part of the said land i.e said project referred in Schedule-II. 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 Row House deed/sale deed in his/her favor till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. That in case the society is been formed then the agreement to sale will be executed in favour of the allottee and on receipt of full and final amount from all the unit holders the registered conveyance deed will be executed in favour of the registered society and all the unit holders will be given share certificate and allotment letter from the said society. Further the society may execute sale deed in favour of the individual unit holder in respect of the respective unit. In that case the consent of the developer if required the developer will give consent or execute sale deed with consent of the society only on receipt of full and final consideration amount alongwith all other charges.

15. DEPOSITS BY ALLOTTEE/S WITH THE PROMOTER:-

The Allottee shall before sale deed of the said Row House /premises shall give the cheque in the name of association/promoter the following amounts – which will be deposited in separate bank account in the name of the respective association/promoter:-

(i) **Rs. _____/-** for deposit towards **12** months provisional monthly contribution towards outgoings of Association/ society. If this amount is not sufficient against the maintenance expenses for building/wing then each member/allottee of the respective building association/ society will contribute additional maintenance amount as and when decided and required by the respective members of the association/ society. That the amount of first 12 months as mentioned in this para will be deposited with the developer as the developer will maintain first 12 month thereafter it is responsibility of the association / society to maintain the amenities and other as specified. The builder will not be responsible for maintenance on any count after 12 months. The period of 12 months for maintenance will commence from the date of handover of the first unit to the Row House purchaser.

(ii) **Rs. _____/-** for deposit towards Corpus fund of the Association/ society to be contributed towards outgoing of association/ society of the Project. This corpus fund will be kept as Fixed Deposit (single or in parts) in bank and out of its interest/dividend, maintenance expenses of the Apex body will be fulfilled. If the expenditure exceeds the monthly interest amount received from Fixed Deposit, then in that case all the members of the association/ society will contribute additional amount towards corpus to meet out the monthly expenses or additional monthly charges to meet out monthly expenses.

The entire operation and maintenance of the building and common amenities is been carried out by the association / society on behalf of the PURCHASER/ Allottee and for the benefit of the residential community as a whole. Under no circumstances, no grounds, the PURCHASER/ Allottee shall avoid and fail to pay the prescribed maintenance.

That if any GST is been imposed on the corpus fund or the amount of building maintenance then the said GST amount will be paid by the unit purchaser. That any charges by the government imposed upon the above mentioned amount will be paid by the unit purchaser alongwith interest and penalty if any.

The PURCHASER/ Allottee has understood the entire scheme of maintenance in detail. The PURCHASER/ Allottee admits and agrees to the same, so that the maintenance of the entire building or the project is not hampered in any way due to

lack of or nonpayment by the PURCHASER/ Allottee.

Further, the association/ society can claim the interest from the allottee in case of nonpayment or delayed payment of the maintenance or corpus amount.

16. 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/ Allottee 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/ Allottee or undertaken to the PURCHASER/ Allottee that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

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

a) 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;

b) 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;

c) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the allottee and based on these said details of the drawings and the calculations and areas shown, the allottee has agreed to take the said unit.

d) All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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

e) 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;

f) 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 Row House which will, in any manner, affect the rights of Allottee under this Agreement;

g) The Promoter confirms that the Promoter is not restricted in any manner

whatsoever from selling the said Row House to the Allottee in the manner contemplated in this Agreement;

h) At the time of handing over the common amenities of the building and of the project to the association/ society of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association/ society of the Allottees;

i) 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 execution of Row House deed / sale deed/ occupancy certificate/ Architect completion whichever is earlier;

j) 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.

18. **COVENANTS AS TO USE OF SAID ROW HOUSE**:- The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Row House may come, hereby covenants with the Promoter as follows for the said Row House and also the said project in which the said Row House is situated.

a. To maintain the Row House at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Row House is taken and shall not do or suffer to be done anything in or to the building in which the Row House 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 Row House is situated and the Row House itself or any part thereof without the consent of the local authorities, if required.

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

c. To carry out at his own cost all internal repairs to the said Row House and maintain the Row House 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 Row House is situated or the Row House 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. The

said project is being constructed with the Alu form shutter technology in which the load is divided on the walls and thus removal of any wall or any structure is not permissible. Thus the allottee hereby agrees that in the internal changes there will be no removal and core cutting in the walls of the Row House .

d. Not to demolish or cause to be demolished the Row House 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 Row House or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Row House is situated and shall keep the portion, sewers, drains and pipes in the Row House 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 Row House is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Row House without the prior written permission of the Promoter and/or the Society or the Limited Company..

e. 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 Row House is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

g. 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 Row House is situated.

h. 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 Row House by the Allottee for any purposes other than for purpose for which it is sold.

i. 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 Row House until all the dues payable by the allottee to the promoter under this Agreement are fully paid up.

j. The Allottee shall observe and perform all the rules and regulations which the Association/ society 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 Row House s 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 Association / society regarding the occupancy and use of the Row House 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.

k. 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.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

20. NAME OF THE PROJECT/ BUILDING/S / WING/S:-

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 **'SHREE RADHE KUNJ'** or as decided by the promoter 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/building/s or proposed organization 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.

21. ENTIRE AGREEMENT AND RIGHT TO AMEND:-

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Row House/ Row House This agreement may only be amended through written consent of the Parties.

22. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

The Allottee hereby agrees to purchase the Row House on the specific understanding that is/her right is to only to the use and unless specifically allotted/ given vides (limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association / society of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association/ society of allottees from time to time.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 said project shall equally be applicable to and enforceable against any subsequent Allottees of the Row House , in case of a transfer, as the said obligations go along with the Row House for all intents and purposes.

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 developer to the allottee for which consideration has been dispensed.

24. REGISTRATION OF THIS AGREEMENT:-

The Promoter herein shall present this Agreement as well as the Deed of Row House at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

25. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:-

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges at sub registrar office etc. in respect of this agreement, Deed of Row House and all other agreements which is to be executed by the Promoter in favor of Allottee/s or Association/Society i.e. organization as may be formed in which the Allottee/s will be the member.

26. WAIVER NOT A LIMITATION TO ENFORCE

26.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

26.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

27. SEVERABILITY

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

28. DISPUTE RESOLUTION

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

thereunder.

29. NOTICES

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 at their respective addresses specified below:

.....ALLOTTEE

M/s. Shree Creators
A partnership firm
D-710, 7th Floor, Freedom Tower,
Akashwani Chowk, Jalna Road, Chhatrapati Sambhajinagar

. .....PROMOTER/OWNERS/ PROMOTERS/ DEVELOPERS

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.

30. JOINT ALLOTTEES

That in case there are Joint Allottees, they shall be considered as joint and severable allottees for the purpose of these clauses in the agreement and 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 to consider as properly served on all the Allottees.

31. GOVERNING LAW

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

32. 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, 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 Chhatrapati Sambhajinagar.

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

33. **AMENITY PLOT –** That as Plan Amenity Plot is admeasuring 181.22 Sq. Mtrs., will

be in the ownership of Owner/Developer and even after execution of conveyance deed also the Owner/Developer will be owner of above said Amenity Plot and society/Association will have no concern with the same.

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

FIRST SCHEDULE

All that piece and parcel of property Plot No.1, admeasuring 1427.58 Sq. Mtrs. Out of Gut No.110, situated at Shendra Jahangir, Chhatrapati Sambhajinagar which is bounded as under:

East : Remaining Land of same Gut

West : Land of Jaiswal

South : Land of Nivrutti Kute

North : Road

SECOND SCHEDULE

All the piece and parcel of Row House No. _____, 2/3 BHK Floor in "_____" building having carpet area admeasuring ____ sq. Meter as per RERA, further mentioned in point no.32, IN "**'SHREE RADHE KUNJ'**" SCHEME CONSTRUCTED on the Property known as **'SHREE RADHE KUNJ'** bearing Property Plot No.1, admeasuring 1427.58 Sq. Mtrs. Out of Gut No.110, situated at Shendra Jahangir, Chhatrapati Sambhajinagar and bounded as under:

EAST :
WEST :
NORTH :
SOUTH :

THIRD SCHEDULE

A.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

	Type of Common Areas Provided	Proposed Date of Occupancy Certificate	Proposed date of Handover for Use	Size/area of the Common area Provided
i.	Open Space	31.03.2027	31.03.2027	201.19 Sq. Mtrs.

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

OWNERS/ PROMOTERS/ DEVELOPERS / DEVELOPER/ BUILDER/ PROMOTER		
M/s. Shree Creators **A partnership firm** **Through its partners** **1. Mr. Ashish Satyanarayan Agrawal,** **2. Mr. Girish Nandkishor Agrawal**		
PURCHASER/ ALLOTTEE / ALLOTTEE		
Mr. ----------		
WITNESS		
1.		
2.		