AGREEMENT TO SALE

Zone No.		**Stamp Duty Paid**	
Govt. Valuation		**Actual Consideration**	
Govt. Rate		**Registration Fees Paid**	
Row HouseNo.		**Carpet Area (Sq. Mtrs)**	

THIS AGREEMENT TO SALE ("AGREEMENT") EXECUTED ON THIS ___ DAY OF _____20__

By and Between

M/s M S M Infra, a partnership firm formed under the provisions of Indian Partnership Act, 1932 and having its registered office at Office No. 207, Labh Chambers, Railway Station Road, Aurangabad 431001, represented **through its Authorised Partners**;

01. Mr. Vijay S/o Ramdas Sakkarwar
Age: - 47Years; Occ.:- Business,
R/o.: Ojaschaitanya, Plot No. 116, Golden City, Gut No. 70/1, Behind Nath Seed Company, Paithan Road, Aurangabad 431001.
AADHAR NO. 6607 0130 3345

02. Shri Balaji s/o Chandrabhan Patil,
Age: 48 Years, Occu: Business & Agri.
R/o. Tirumala Plot No 198, Sector –B Behind Kala Ganpati Mandir
N-1, Cidco, Chatrapati Sambhajinagar
Aadhar Card No. 8360 3091 5907

(Hereinafter referred to as "**Promoter**" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its executors, legal heirs, representative, assignees or administrators)

Being Referred as the First Part
AND

1.. Mr. _____

Age: _____ Years Occ.: _____

R/o. _____

PAN No. _____

Aadhar No.: _____

2. Mr. _____

Age: _____ Years Occ.: _____

R/o. _____

PAN No. _____

Aadhar No.: _____

(hereinafter called the "**ALLOTTEE/PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include

his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

... PARTY ON THE THIRD PART

1. That, part on first part is ownerand Promoterof Property bearing Land admeasuring 8100.00 Sq. Mtrs., out of Gut No. 2, situated at village Nanakwadi, Tq. & Dist. Aurangabad.

HISTORY OF THE PROPERTY:

1. That Registered Sale Deed bearing daybook No. 7472/2010 executed on 18.09.2010 by Shri. DamodharRangraoPargaonkar, Shri. Prakash RangraoPargaonkar, Shri. Shree Rajendra Pargaonkar, Shri. Rajendra Vinayak Pargaonkar in favour of Sau. Vijaya Bhaskar Musande, Sau. NilabaiVaijinath Kale, Shri. Jagannath Vaijinath Kale, Sau. Varsha Jagannath Kale, Sau. Rekha Kalyan Kale, Shri. Bhausaheb Vaijinath Kale & Sau. Rajana Bhausaheb Kale in respect to land admeasuring 6H 79R, out of Gut No. 2, situated at village Nanakwadi, Tq. & Dist. Aurangabad. That on the basis of Registered Sale Deed land admeasuring 40R was came in the share of Sau. Vijaya Bhaskar Musande, land admeasuring 2H 87R was came in the share of Sau. NilabaiVaijinath Kale, land admeasuring 1H 51R was came in the share of Shri. Jagannath Vaijinath Kale, land admeasuring 40R was came in the share of Sau. Varsha Jagannath Kale, land admeasuring 40R was came in the share of Sau. Rekha Kalyan Kale, land admeasuring 81R was came in the share of Shri. Bhausaheb Vaijinath Kale & land admeasuring 40R was came in the share of Sau. Ranjana Bhausaheb Kale.
2. That Mutation Entry bearing No. 15 has been issued by Concern Revenue Authority in the name of Sau. Vijaya Bhaskar Musande, Sau. NilabaiVaijinath Kale, Shri. Jagannath Vaijinath Kale, Sau. Varsha Jagannath Kale, Sau. Rekha Kalyan Kale, Shri. Bhausaheb Vaijinath Kale & Sau. Rajana Bhausaheb Kale in respect to land admeasuring 6H 79R, out of Gut No. 2, situated at village Nanakwadi, Tq. & Dist. Aurangabad.
3. That Notarized Partition Deed has been executed on 15.03.2022 by Shri. Kalyan Vaijinath Kale, Shri. Bhausaheb Vaijinath Kale, Shri. Jagannath Vaijinath Kale with the consent of Sau. Vijaya Bhaskar Musande in respect to land admeasuring 2H 87R, out of Gut No. 2, situated at village Nanakwadi, Tq. & Dist. Aurangabad
4. That Mutation Entry bearing No. 45 has been issued by Concern Revenue Authority on 06.04.2022 in the name of Shri. Kalyan Vaijinath Kale, Shri. Bhausaheb Vaijinath Kale, Shri. Jagannath Vaijinath Kale & Sau. Vijaya Bhaskar Musande in respect to land admeasuring 2H 87R, out of Gut No. 2, situated at village Nanakwadi, Tq. & Dist. Aurangabad on the basis of death of Sau. NilabaiVaijinath Kale. That Shri. Kalyan Vaijinath Kale, Shri. Bhausaheb Vaijinath Kale, Shri. Jagannath Vaijinath Kale & Sau. Vijaya Bhaskar Musande has mutated their names as legal heirs of deceased Sau. NilabaiVaijinath Kale.

5. That Order has been passed by Upper Tehsildar, Aurangabad U/s. 85 of MLR Code, 1966 on 09.04.2022 in File No. 2022/JAMA-2/VATNI/KAVI in the name of Shri. Kalyan Vaijinath Kale, Shri. Bhausaheb Vaijinath Kale, Shri. Jagannath Vaijinath Kale & Sau. Vijaya Bhaskar Musande in respect to land admeasuring 2H 87R, out of Gut No. 2, situated village Nanakwadi, Tq. & Dist. Aurangabad & thereby the land has been partitioned & on the basis of this partition land admeasuring 2H 00R was came in the share of Shri. Kalyan Vaijinath Kale, land admeasuring 38R was came in the share of Shri. Bhausaheb Vaijinath Kale & land admeasuring 49R was came in the share of Shri. Jagannath Vaijinathrao Kale.
6. That Mutation Entry bearing No. 46 has been issued by Concern Revenue Authority on 11.04.2022 in the name of Shri. Kalyan Vaijinath Kale, Shri. Bhausaheb Vaijinath Kale, Shri. Jagannath Vaijinath Kale on the basis of application made before Upper Tehsildar, Aurangabad for partition of land admeasuring 2H 87R & thereby land admeasuring 2H 00R was came in the share of Shri. Kalyan Vaijinath Kale, land admeasuring 38R was came in the share of Shri. Bhausaheb Vaijinath Kale & land admeasuring 49R was came in the share of Shri. Jagannath Vaijinathrao Kale & accordingly their names were mutated.
7. That Registered Sale Deed bearing daybook No. 6358/2023 executed on 30.06.2023 by Shri. Kalyan Vaijinath Kale infavour of M/s. M S M Infra through its partners Shri. Vijay Ramdas Sakkarwar& Shri. Balaji Chandrabhan Patil in respect to land admeasuring 00H 81R, out of Gut No. 02, situated at village Nanakwadi, Tq. & Dist. Aurangabad.
8. That Commencement Certificate has been issued by Municipal Corporation, Aurangabad on 03.05.2024 bearing Permission No. 37/2024-25 in the name of M/s. M S M Infra through its partners Shri. Vijay Ramdas Sakkarwar& Shri. Balaji Chandrabhan Patil in respect to land admeasuring 8100.00 Sq. Mtrs., out of Gut No. 2, situated at village Nanakwadi, Tq. & Dist. Aurangabad.
9. That Sanctioned Construction Plan has been issued by Municipal Corporation, Aurangabad on 03.05.2024 in the name of M/s. M S M Infra through its partners Shri. Vijay Ramdas Sakkarwar& Shri. Balaji Chandrabhan Patil in respect to land admeasuring 8100.00 Sq. Mtrs., out of Gut No. 2, situated at village Nanakwadi, Tq. & Dist. Aurangabad.
10. That, SANAD U/s.42-A has been issued by Appar Tahshildar, Chatrapati Sambhajinagar ON 03.06.2024 in the name of M/s. M S M Infra through its partners Shri. Vijay Ramdas Sakkarwar& Shri. Balaji Chandrabhan Patil in respect of land admeasuring 8100.00 Sq. Mtrs., out of Gut No. 2, situated at village Nanakwadi, Tq. & Dist. Aurangabad.
11. That, Registered Deed of Declaration has been executed on _____ bearing daybook No. AGG-____-_____-_____ by M/s. M S M Infra through its partners Shri. Vijay Ramdas Sakkarwar& Shri. Balaji Chandrabhan Patil in respect of Property

bearing Gut No.2, admeasuring 8100 Sq. Mtrs., situated at Village Nanadwadi, Tal and Dist. Aurangabad.

AND WHEREAS the project to be constructed on the property referred under the schedule is nomenclature as “Rajgad-Swaraj Nagar”, which consists of _____-Row House.

ANDWHEREAS the Promoters are entitled and enjoined upon to construct Row houses on the project land in accordance with the recitals herein above;

AND WHEREAS the Promoter are in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land with _____ No. of Row House having _____ number upper floors.

AND WHEREAS the Allottee is offered an **Row House No_____, having RERA Carpet area admeasuring _____Sq. Mtrs., P-Line area admeasuring _____ Sq. Mtrs.,** (herein after referred to as the said "ROW HOUSE") in the project called **“Rajgad-Swaraj Nagar”,** (herein after referred to as the said "Project") being constructed in the phase of the said project, by the Promoter.

AND WHEREAS the Promoter 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;

AND WHEREAS The project “Rajgad-Swaraj Nagar”, is already registered with the MAHA RERA Authority, Mumbai vide its RERA Registration bearing No. _____ dated _____ by the Promoter

AND WHEREAS the Promoter has **APPOINTED Ar. Manish V Kale**, (hereinafter referred to as “the Architect”), who are registered with the Council of Architecture, and the Promoter has appointed **Er. Milind M Wadekaras structural engineer** for the preparation of the structural design and drawings of the said project, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

AND WHEREAS by virtue of Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Row house in the said Project to be constructed by the Promoter on the Project land and to enter into Agreement/s with Allottee(s)/s of the Row House to receive the sale consideration in respect thereof;

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

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of 7/12 extract of Village Forms VI and 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 House are constructed or are to be constructed have been annexed hereto and marked as Annexure respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto (Municipal Corporation).

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the Row House and open spaces are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS 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 hereto.

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

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

AND WIIEREAS the Promoter has accordingly commenced construction of the said Row Houses in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of the **Row House No_____, having RERA Carpet area admeasuring _____ Sq. Mtrs., P-Line area admeasuring _____ Sq. Mtrs.,** in the project called as **"Rajgad-Swaraj Nagar"**, being constructed in the in the said Project land.

AND WHEREAS the carpet area of the said Row House is **_____ Sq. Mtrs.** and "carpet area" means the net usable floor area of theRow 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.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs._____/- (Rupees _____)** only, being part payment of the sale consideration of the 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.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said 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).

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

1. The Promoter shall construct the said scheme consisting of Row House Only consisting of ground floor, first floor & second 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 Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Row House of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Row House No_____, having RERA Carpet area admeasuring _____ Sq. Mtrs., P-Line area admeasuring _____ Sq. Mtrs.,** in the project called as **"Rajgad-Swaraj Nagar"**(hereinafter referred to as "the Row House") as shown in the Floor plan for the consideration of **Rs._____/-**including being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to accept from the Promoter and the Promoter hereby agrees to allot to the Allottee covered parking spaces for 1 BHK Row House bearing No ___ admeasuring 18.45 sq. ft. per unit (2.75X6.70) / for 2 BHK Row House bearing No ___ admeasuring 24.60 sq. ft. per unit (3.15X7.80), situated at Ground floor of the Row House being constructed in the layout for the consideration is NIL.

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

1(c) The Allottee has paid on or before execution of this agreement a sum of

Rs _____ (Rupees _____only)(not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____ (Rupees _____) and shall be deposited in RERA Designated Collection Bank Account namely 'M/s M S M Infra RERA Designated Collection Account for "Rajgad -Swaraj Nagar'',Account no. 43324935686, State Bank of India, Bansilal Nagar, Aurangabad Branch having IFS Code SBIN0020302 situated at Auranagabad. In addition to above Bank Account, I/we have opened in the same bank, RERA Designated Separate Bank Accountnamely M/s M S M Infra RERA Designated Separate Account for "Rajgad -Swaraj Nagar'' and RERA Designated Transaction Bank Account namely M/s M S M Infra RERA Designated Transaction Account for "Rajgad -Swaraj Nagar" having Account No. 43247678634 and 43324918059 respectively.

The Allottee has paid on or before execution of this agreement a sum of **Rs._____/-** as advance payment as under:

Sr. No.	**Mode of Payment**	**Date**	**Cheque No.**	**Name of the Bank**	**Amount**
1					
				TOTAL	

And hereby agrees to pay to that Promoter the balance amount of **Rs. _____/-** in the following manner:-

the following payment terms is discussed at the time booking and agreed by both the parties.

Amount	**Not Exceeding**	**On completion**
Rs. _____/-	30%	After execution of Agreement
Rs. _____/-	45%	On completion of the plinth of the Row Houses or wing in which the said Row House is located
Rs. _____/-	70%	On completion of the slab of Row House/Unit
Rs. _____/-	85%	on completion of the wall, internal plaster, of the said Row House/Unit

Rs. _____/-	95%	on completion of the external plumbing and external plaster, elevation, flowring, terraces with waterproofing, of the the said Row House .
Rs. _____/-	100%	at the time of handing over of the possession of the Row House to the Allotee.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the ROW HOUSE.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc'' the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Allottee agrees to pay to the Promoter/Vendor interest at **SBLR+2%** per annum on all the amounts which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amounts is payable by the purchaser to the Promoter

1(g) The Promoter will not allow any rebate for early payments of installments payable by the Allottee.

1(h) 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 Allotee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate Per square meter as agreed in Clause 1(a) of this Agreement.

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

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Row House to the Allottee' obtain from the concerned local authority occupancy and / or completion certificates in respect of the Row House.

2.2 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 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 simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above, ("Payment Plan").

3 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **_____ square meters** only and Promoter has planned to utilize it for Space Index **as per UDCPR if** any by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project'**.**The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Row house based on the proposed utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only

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

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause

4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement

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

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

5 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts are described in Schedule-III hereunder.

6 The Promoter shall give possession of the Row House to the Allottee on or before _____. lf the Promoter fails or neglects to give possession of the Row House to the Allottee on account of reasons except beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amount sale ready received by him in respect of the Row House with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Row House on the aforesaid date, if the completion of Project 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.

7.1 **PROCEDURE FOR TAKING POSSESSION** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Row House], to the Allottee in terms of this Agreement to be taken within 3 Three months from the date of issue of such notice and the Promoter shall give possession

of the [Row House] to the Allottee. The promoter agrees and undertakes to indemnify the Allottee 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 maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Row House within l5 days of the written notice from the promoter to the Allottee intimating that the said Row House are ready for use and occupancy.

7.3 **Failure of Allottee to take Possession of [Row House]**: Upon receiving a written intimation from the promoter as per clause 7.1 the Allottee shall take possession of the [Row House] from the Promoter by executing necessary indemnities' undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the [Row House] to the allottee ln case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over possession of the Row House to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Row House or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their 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.

8 The Allottee shall use the Row House or any part thereof, or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9 The Allottee along with other allottee(s) of Row House in the Project shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society duly fill in, sign and return to the Promoter within SEVEN DAYS of the same being forwarded by the Promoter to the Allottee' so as to enable the Promoter to register the common organization of Allottee, No Objection shall be taken by the Allottee if any changes or modifications are made in the draft of the bylaws or Memorandum of Association, as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 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, the interest of the Promoter and/or the owners in the said structure of the Project or wing in which the said Row House is situated.

9.2 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 Promoter and/or the owners in the project land on which the said Row house are constructed with multiple wings are constructed.

9.3 within 15 days after notice in writing is given by the Promoter to the Allottee that the Row House is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Row House) of outgoings in respect of the project land and Project namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collection, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and Row Houses. Until the Society or Limited Company is formed and the said structure of the Project or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs._____ /-** per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the Project or wing is executed infavour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the Project or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10 The Allottee shall on or before delivery of possession of the said shall pay the Promoter at amount required for formation of society as an when asked by the promoter.

(i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs..... for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

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(iv) Rs. ……for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs…….. For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs _____for deposits of electrical receiving and Sub Station provided in Layout

11 The Allottee shall pay to the Promoter a sum of Rs._____ /- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules' regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.

12 At the time of registration of conveyance or Lease of the structure of the Project or wing of the Project, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company or such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Project/wing of the Project At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter' the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13 **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER –**

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

(i) The Promoter has clear and marketable title with respect of the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession, of the project land for the implementation of the project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

(iii) There are no encumbrances up on the project land or the Project except those disclosed in the title report;

(iv) There are no litigations pending before any Court of law with respect of the project land or Project except those disclosed in the title report;

(v) AII approvals, licenses and permits issued by the competent authorities with respect of the project, project land and said Project/wing are valid and subsisting and have been obtained by following due process of law Further' all approvals, Licenses & Permits to be issued by the competent authorities with respect of the project, project land and said Project/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' /wing and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right' title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect of the project land, Including the Project and the said [Row House] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) 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;

(ix) At the time of execution of the conveyance deed of the structure/Project to the association of Allottees, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

(x) The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings' whatsoever' payable with respect of the said project to the competent Authorities;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice of 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;

14 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

(i) 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 project 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 project 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

(ii) 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 Project 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 Project in which the Row House is situated, including entrances of the Project in which the Row House is, situated and in case any damage is caused to the Project 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;

(iii) 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 project in which the Row House is situated or the Row House may be contrary to the rules and regulations and byelaws of the concerned local authority or other public authority ln the event of the Allottee committing any act in contravention of the above provision' the Allottee shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or other public authority;

(iv) Not to demolish or cause to be demolished the 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 the Row House 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 the Row 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 Row House without the prior written permission of the Promoter and/or the Society or the Limited Company;

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance, of the project land and the Row House or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

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

(vii) Pay to the Promoter within Fifteen Days of demand by the Promoter, his share of Security Deposit demanded by the concerned local authority or Government or giving, water, electricity or any other service connection to

the Project in which the Row House is situated;

(viii) To bear and pay increase in local taxes, water charges' insurance and such other levies, ii 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;

(ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Row House until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up;

(x) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Row House s therein and for the observance and performance of the project Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex Body / Federation regarding the occupancy and use of the Row House in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

(xi) Till a conveyance of the project in which Row House is situated is executed infavour of Society / Limited Society, the Allottee shall permit the Promoter and their surveyors and agents' with or without workmen and others, at all reasonable times, to enter into and upon the said Project or any part thereof to view and examine the state and condition thereof;

(xii) Till a conveyance of the project land on which the Project in which Row House is situated is executed infavour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof;

(xiii) That, the annual maintenance and repairs of the Lift shall be done by the society. As well as the society shall also maintain the Water Line, Drainage Line, Common area lights, society office etc. etc. and the promoter will not be responsible for the same from the day first.

(xiv) That, unless and until the total amount is paid by the allottee to the promoter, the allottee will not be allowed to do any work in the purchased

premises. Further if the allottee wants to make some additional work then then allottee shall pay the additional amount to the promoter and if due to any reason the agreement between the promoter and allottee is cancelled then the promoter is not liable to repay any amount for the additional work done by the allottee.

15 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as Advance, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings' legal charges, and shall utilize the amounts only for the purposes for which they have been received;

15A. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/ fees/ charges for services/ commission/ brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ allottee / both, as the case may be, in accordance with the agreed terms of payment.

16 Nothing contained in this Agreement is intended to be nor shall be construed as a grant demise or assignment in law, of the said Row House s or of the said Row House and Project or any part thereof. the Allottee shall have no claim save and except in respect of the Row House hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the properly of the Promoter until the Said Structure of the Project is transferred to the Society / Limited Company or other body and until the project land is transferred to the Apex Body federation as hereinbefore mentioned;

17 **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];

18 **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter, or the Allottee until, firstly, the Allottee signs and delivers this agreement with all the schedules along with the payments due as stipulated in Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee and secondly, appears for Registration of the same before the concerned Sub Registrar for its Registration as and when intimated by the promoter,If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the

Promoter then Promoter shall serve a notice to the Allottee for rectifying the default which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled all sums deposited by the Allottee in connection there with including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever;

19 **ENTIRE AGREEMENT**

This Agreement, along with its schedules and Annexures, constitutes the entire Agreement, between the Parties with respect of 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 as the case may be;

20 **RIGHT TO AMEND**

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

21 **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions, contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Row House], in case of a transfer' as the said obligations go along with the [Row House] for all intents and purposes;

22 **SEVERABILITY**

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

23 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the. Allottee has to make any payment in common with other Allottee(s) in Project; the same shall be in proportion to the carpet area of the [Row House] to the total carpet area of all the Row Housein the Project.

24 **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and

actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25 **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in office of promoter 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.(Aurangabad)

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

27 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 AD and notified Email ID / Under Certificate of Posting at their respective addresses specified below –

1. Mr. _____

R/o. _____

Notified Email ID: - _____

2. Mr. _____

R/o. _____

Notified Email ID: - _____

M/s Promoter Name: -

M/s M S M Infra,

Office No. 207, Labh Chambers, Railway Station Road, Aurangabad 431001.

Notified Email ID: - _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by the Registered Post 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;

28. **JOINT ALLOTTEES**

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

29. **OTHER EXPENSES** – That all the other expenses like Stamp Duty, Registration Fees, GST as applicable, MSEB Meter Connection, Infra, Legal, document execution and society formation charges etc. etc. are to be done by the Purchaser only as an when asked by the Developer/Seller. The said charges are also to be paid by the purchasers who will purchaser the unit from the share of land owner.

30 **Dispute Resolution**: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably which shall be referred to the_____ Authority as per the provisions of the Real Estate (Regulation and Development) Act 20l6, Rules and Regulations, there under.

31. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace Unit in the said Project, if any, shall belong exclusively to the respective purchaser of the terrace Unit and such terrace space are intended for the exclusive use of the respective terrace Unit Purchaser. The Said terrace shall not be enclosed by the Unit Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter/Vendor or the Society, or as the case may be, the Limited Company.

32. No unit holder of **"Rajgad-Swaraj Nagar"**, Project shall post any advertisement or posters of any kind in or on the project land. Holder of tenements shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb others. It is prohibited to hang garments, rugs etc. from the windows balconies or from any of the facades of the **"Rajgad-Swaraj Nagar"**, Apartment Condominium. It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of the **"Rajgad-Swaraj Nagar"**, Apartment Condominium. It is prohibited to throw garbage or Flesh outside the disposal installations provided for such purpose, in the service areas. If such installation is not provided, all garbage or fresh shall be collected in a Vessel and thrown in the Municipal Dustbin. No Owner or lessee shall install wiring for electrical or telephone installation, television antenna machines of air conditioning units/units etc. on the exterior of the **"Rajgad-Swaraj Nagar"**, Apartment Condominium or that protrude through the walls of the roof of that condominium except as authorized by the Association and the Grantor.

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 Aurangabad courts will have the jurisdiction for this

Agreement

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for sale at Chhtrapati Sambhajinagar (*AURANGABAD*) in the presence of attesting witness, signing as such on the day first above written

SCHEDULE I

All that piece and parcel of Property bearing Gut No.2, admeasuring 8100 Sq. Mtrs., situated at Village Nanakwadi, Tal and Dist. Aurangabad.

Towards East : Harsul Shiv

Towards West : Jagganath Kale's Land Gut No.2, Nanakwadi

Towards South : Sau. Rekha Kalyan Kale Gut No.2, Nanakwadi

Towards North : Remaining Land of Owner Gut No.2, Nanakwadi

SCHEDULE II

Property Bearing **Row House No_____, having RERA Carpet area admeasuring _____ Sq. Mtrs., P-Line area admeasuring _____ Sq. Mtrs., in the land in Row Houses _____-WING**of **"Rajgad-Swaraj Nagar"** constructed on the property described in Schedule-I which is bounded as under:

BOUNDARIES OF THE ROW HOUSE:

EAST :-

WEST :-

NORTH :-

SOUTH :-

Second Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities.

A.) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i.	Open Space 03	31/03/2028	31/03/2028	831.21 sq.m.
ii.	Internal Roads and Footpaths	31/03/2028	31/03/2028	2314.60 sq.m.

B.) Facilities/ amenities provided/to be provided within the Row Houses including in the common area of the Project:

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
i.	Internal Roads & Footpaths	Rajgad-Swaraj Nagar	31/03/2028	31/03/2028	2314.60 sq.m.	free of FSI
ii.	Water Supply	Rajgad-Swaraj Nagar	31/03/2028	31/03/2028		free of FSI
iii.	Sewerage (Chamber, Lines, Septic Tank , STP)	Rajgad-Swaraj Nagar	31/03/2028	31/03/2028		free of FSI
v.	Landscaping & Tree Planting	Rajgad-Swaraj Nagar	31/03/2028	31/03/2028		free of FSI
vi.	Street Lighting	Rajgad-Swaraj Nagar	31/03/2028	31/03/2028		free of FSI
x.	Water conservation /Rain water harvesting	Rajgad-Swaraj Nagar	31/03/2028	31/03/2028		free of FSI
xiii.	Electrical meter room, sub-station, receiving station	Rajgad-Swaraj Nagar	31/03/2028	31/03/2028		free of FSI
xiv.	Aggregate area of recreational Open Space	Rajgad-Swaraj Nagar	31/03/2028	31/03/2028		free of FSI
xvi.	Others. Compound wall & Entrance Gate	Rajgad-Swaraj Nagar	31/03/2028	31/03/2028		free of FSI

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

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
i.	NA					

D.) The size and the location of the facilities / amenities in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within-the layout.

	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	Senior Citizen Exercise Area	Rajgad-Swaraj Nagar	178.20 sq.m.	31/03/2028	31/03/2028
ii.	Fitness Work out Area	Rajgad-Swaraj Nagar	168.25 sq.m.	31/03/2028	31/03/2028

E.) Details and specifications of the lifts:

	Type Lift (passenger/service/stretcher/goods/fire evacuation/any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	NA			

SCHEDULE-III

Structure	RCC frame structure earthquake resistant
Masonry	6" thick external and 6" thick internal brick wall/ AAC block.
Plaster	External walls in sand faced plaster and internal wall with sanla finish.
Kitchen	Granite Kitchen otta and glazed tiles dado upto ceiling level.
Flooring	2'X 2' vitrified tiles in all rooms with skirting of standard make. Anti Skid for floor and Glazed tiles dado up to ceiling level for toilets. Kota flooring in staircases.
Painting	Internal – premium emulsion paint. External – premium quality ace paint.
Plumbing	Concealed internal plumbing in standard PVC Pipes.
Electrical Fittings	Concealed electrification with good quality certified switches.
Windows	Powder coated aluminum windows with safety grills.
Doors	Main Door with decorative laminate from both sides with locks of good quality. Bedroom Doors with laminate, W/C bathroom fiber doors with latch.
Lift	N/A
Water Tank	N/A

ANNEXURE

1. Search Report
2. 7/12 extract.
3. N.A. Order.
4. Index-II of Registered Sale Deed
5. Index-II of Registered Deed of Declaration
6. Development Permission/ Commencement Certificate.
7. RERA Registration Certificate.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATE AND YEAR HEREIN ABOVE MENTIONED.

OWNER **M/s. M S M Infra** **Through its Partners** **Mr. Vijay S/o Ramdas Sakkarwar** **Shri Balaji s/o Chandrabhan Patil**	**THUMB**	**PHOTO**	**SIGNATURE**

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED THE PURCHASER **1] _____**	**THUMB**	**PHOTO**	**SIGNATURE**
2] _____	**THUMB**	**PHOTO**	**SIGNATURE**

WITNESSES	**THUMB**	**PHOTO**	**SIGNATURE**
1] Mr. _____, **Age - _____ Yrs., Occu - _____,** **R/o. _____**			
2] Mr. _____, **Age - _____ Yrs., Occu - _____,** **R/o. _____**			