AGREEMENT TO SALE

Zone No. ---	@ Rs. ------/- per Sq.mtr.
Government value	Rs.------/-
Agree consideration	Rs
Date of execution of this Agreement	
Place of execution of this Agreement:	Aurangabad

BETWEEN

Mrs. Smita Panditrao Kshirsagar
Age : 50 Yrs, Occu. : Business
R/o Survey no.6, Jaibhavani Road, Aurangabad
PAN No. : AQQPK8803 N

Through GPA
Mr. Subodh Pulchand Tundale
Age : 31 Yrs, Occu. : Business
R/o Plot No. 17, Samarthnagar,
Behind Vishal Ganesh Mandir,
Somwadanagar, Aurangabad.

Hereinafter referred to as "Land Owners/Owner/s",

AND

Sai Krupa Builders & Developers
through its Proprietor
Mr. Subodh Pulchand Tundale
Age : 31 Yrs, Occu. : Business
R/o Plot No. 17, Samarthnagar,
Behind Vishal Ganesh Mandir,
Somwadanagar, Aurangabad
PAN No. : AJRPT6656 D
hereinafter referred to as "the Promoter/Developer of the **One Part**

AND

Mr.
Age : Yrs, Occu. :
R/o
PAN No.

hereinafter referred to as "the Allottee/Purchaser" of **the other Part.**

TITLE FLOW OF THE PROPERTY

1. By the year 1587, the property land admeasuring 8H 20.9M out of Gat No. 54, Itkheda, Aurangabad, was owned & possessed by Sou. Shashikala Gopalrao Gholge.

2. That, Sou. Ratnabai Peraram Jagtap has executed Registered Sale deed bearing no. 7581 dated 14.08.1987 in favour of Sou. Shashikala Gopalrao Gholge w.r.t. respect to land admeasuring 0H 04.84 Gunthas (2020.97 sqm.) part of Gat No. 54, Itkheda, Aurangabad.

3. That, the Collector, Aurangabad, vide his N.A. Order bearing NO. 163/98 issued in the name of Sou. Shashikala Gopalrao Gholge has converted the property land admeasuring 1758.64 sqm. part of Gat No. 54, Itkheda, Aurangabad, for non agricultural use.

4. Chief Commissioner, Municipal Corporation, Aurangabad, vide his Order bearing No. 1498/01 dated 04.06.2001 has approved the lay out plan with respect to land admeasuring 3021.00 sqm. part of Gat No. 54, Itkheda, Aurangabad.

5. That, Dy. Director, Town Planning, Municipal Corporation, Aurangabad , has also lay out plan with respect to land admeasuring 3021.00 sqm. part of Gat No. 54, Itkheda, Aurangabad.

6. That, Sou. Shashikala Gopalrao Gholge (Bargaet) has executed Registered Sale deed bearing No. 575 dated 02.07.2001 in favour of Sou. Smita Pandurao Kshirsagar with respect to Plot No. 5 area admeasuring 194.3 sqm. part of Gat No. 54, Itkheda, Aurangabad.

7. That, Sou. Shashikala Gopalrao Gholge (Vendor) has executed Registered Sale deed bearing No. 574 dated 02.07.2001 executed by in favour of Sou. Smita Pandurao Kshirsagar with respect to Plot No. 6 area admeasuring 912.48 sqm. part of Gat No. 54, Itkheda, Aurangabad.

8. That, Sou. Smita Pandurao Kshirsagar has executed Registered Development Agreement bearing No. 1123 dated 18.02.2017 in favour of Sai krupa Builders & Developers through its Proprietor Mr. Subodh Pandurang Tandale with respect to amalgamated Plot No. 5 & 6, area

admeasuring 372.04 sqm. part of Gut No. 54, Itkheda, Aurangabad.

9. That, Smt. Smita Pandit(wo Kshirsagar has executed Registered Power of Attorney bearing No. 1064 dated 28.03.2017 in favour of M/s Krupa Builders & Developers through its Proprietor Mr. Subodh Pukhraj Mundale with respect to amalgamated Plot No. 5 & 6, area admeasuring 372.04 sqm. part of Gut No. 54, Itkheda, Aurangabad.

10. That, Asst. Director, Town Planning, Municipal Corporation Aurangabad, vide his Letter bearing No. 2372/2011 dated 30.12.2011 issued in the name of Smt. Smita Pandit(wo Kshirsagar) has amalgamated Plot No. 5 & 6, area admeasuring 372.04 sqm. part of Gut No. 54, Itkheda, Aurangabad.

11. That, Municipal Corporation, Aurangabad, vide its Commencement Certificate bearing Permission No. 896/2016-17, bearing file no. 736/17/2016-17 dated 09.01.2017 has granted permission for construction of flatted buildings, on the amalgamated Plot No. 5 & 6, area admeasuring 372.04 sqm. part of Gut No. 54, Itkheda, Aurangabad.

12. That, the Asst. Director of Town Planning, Municipal Corporation, Aurangabad, has approved Map of construction approved by vide Lesion to amalgamated Plot No. 5 & 6, area admeasuring 372.04 sqm. part of Gut No. 54, Itkheda, Aurangabad.

13. That, M/s Krupa Builders & Developers through its Proprietor Mr. Subodh Pukhraj Mundale has executed Registered Deed of declaration bearing No. 2102 dtd. 20.06.2017 with respect to amalgamated Plot No. 5 & 6, area admeasuring 372.04 sqm. part of Gut No. 54, Itkheda, Aurangabad & thereby the said project is nomenclature as "Siva Enclave". The building is submitted to the provisions of Maharashtra Apartment Ownership Act, 1970.

NAME OF THE PROJECT

"SIVA ENCLAVE"

DETAILS OF THE PROJECT

The Promoter/Developer has proposed to construct new multistorey building consisting of following details

Number of Units	10
Residential Units/Flat	10
Number of Floors	Ground + 5
Name of the Building	"SIVA ENCLAVE"
Description of Plot on which the building is constructed	Amalgamated Plot No. 5 & 6, area admeasuring 372.04 sqm. part of Plot No. 51, Kilpauk, Aayanambakkam

SCHEDULE - II

"SIVA ENCLAVE"

AREA STATEMENT

Type		Area as per T.C.P. in sq.m.	Carpet Area in sqm. including C.O.D and O.C premium area	Built Up in Sq.m. including C.O.D and O.C premium area
First Floor	1	30.69	45.00	51.00
	2	39.09	45.00	51.00
Second Floor	3	39.09	45.00	51.00
	4	39.09	45.00	51.00
Third Floor	5	39.09	45.00	51.00
	6	39.09	45.00	51.00
Fourth Floor	7	39.09	45.00	51.00
	8	39.09	45.00	51.00
Fifth Floor	9	39.09	45.00	51.00
	10	39.09	45.00	51.00

AND WHEREAS the Promoter/Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter/Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the building and the Promoter/Developer accepts the professional supervision of the Architects and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the above referred Sale Deed the Promoter/Developer alone has the sole and exclusive right to sell the Flat/Units in the said building to be constructed by the Promoter/Developer on the said land and to enter into Agreement/s with the purchaser/s of the Flat/Units to receive the sale price in respect thereof.

AND WHEREAS the Flat/Unit Purchaser demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the Flat/Unit Purchaser of all the documents listed in ANNEXURE D of title relating to the said land & has also provided the encl. of Photo Copy to the Flat/Unit Purchaser.

AND WHEREAS the Copies of Certificate of Title issued by the Advocate of the Promoter/Developer, copies of Property Card or any other relevant revenue record showing the nature of the title of the Promoter/Developer to the said land on which the Flat/Units are constructed or are to be constructed and the copies of the plans and specifications of the Flat/Unit agreed to be purchased by the Flat/Unit Purchaser approved by the concerned local authority have been annexed hereto and marked **Annexure 'A', 'B' & 'C'**, respectively.

The Flat/Unit Purchaser has/have examined the title rights, interest, claims of the Promoter/Developer in the said land and has seen the documents of title of the Promoter/Developer's possession. The Purchaser has/have fully satisfied with the Promoter/Developer's right, interest and title in the property.

The Purchaser has taken inspection of the plans and specifications of the proposed construction and which have been approved by the authority. The Purchaser has also perused the layout plan of housing scheme, proposed internal roads, amenities facilities proposed to be provided in the scheme and Purchaser fully satisfied about it.

AND WHEREAS the Promoter/Developer has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building/s.

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/Developer while developing the said land and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the Flat/Unit Purchaser applied to the Promoter/Developer for allotment to the Flat/Unit Purchaser of Flat/Unit No. —, having carpet area admeasuring — Sq. Meter, i.e. ——— Sqft. in the building known as "SHIV ENCLAVE" constructed on Amalgamated Plot No. 5 & 6, area admeasuring 3010 sq.m. part of Gat No. 51, Likhali, Ambegaon.

AND WHEREAS the Developer have agreed to sell and the Purchaser has agreed to purchase the said property at or for the price of **Rs.** ——————/- **(Rupees** ——————— **——— only)** upon the terms and subject to the conditions here-in-after appearing.

AND WHEREAS prior to the execution of these presents the Flat/Unit Purchaser has paid to the Promoter/Developer a sum of **Rs.** ——————/- **(Rupees** ——————— **only)** by cheque detailed as below:-

Amount	Cheque Date	Cheque No.	Name of the Bank

being part payment of the sale price of the Flat/Unit agreed to be sold by the Promoter/Developer to the Flat/Unit Purchaser as advance payment or deposit (the payment and receipt whereof the Promoter/Developer both hereby admit and acknowledge) and the Flat/Unit Purchaser has agreed to pay to the Promoter/Developer the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under section 9 of the said Act the Promoter/Developer is required to execute a written agreement for sale of said Flat/Unit to the Flat/Unit Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. The Promoter/Developer shall construct the said building/s consisting of **consist five floors Ground floor + Five floors** on the said land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

2. The Flat/Unit Purchaser hereby agrees to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell the Flat/Unit No. —, having carpet area admeasuring —— Sq. Meter , or —— Feet, on the ——— known as "SHIV ENCLAVE" constructed on Amalgamated Plot No. 5 & 6, area admeasuring 378.04 sqm. part of C.S. No. 54, Taluka, Ambernath as shown in the Floor plan thereof hereto annexed and marked **Annexure** D/Flat/Unit No. —— -- Carpet area admeasuring —— Sq.Mtrs in the "SHIV ENCLAVE" Building (hereinafter referred to as "the Flat/Unit") at the price of **Rs.** ——————/- **(Rupees** ——————— **only)** which includes the proportionate price of the common areas and common Parking Space the nature, extent and description of the common/limited common areas which are more particularly described in the Second Schedule annexed herewith. The Flat/Unit Purchaser hereby agrees to pay the the balance amount of **Rs.** ——————/- **(Rupees** ——————— **only)** to the Promoter/Developer after execution of this Agreement in the following manner:-

Sr. No	Amount Rupees	Payment Stage
1.		(10% of the transaction price) to be paid to the Promoter on or before the execution of Agreement
2.		(20% of the transaction price after execution of this Agreement to Sale
3		(45% of the transaction price) to be paid to the Promoter on completion of the Plinth of the building or Wing in which the said Unit/Flat/Unit/Row House is located
4.		(70% of the transaction price) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Unit/Flat/Unit/Row House is located
5.		75% of the transaction price) to be paid to the Promoter on completion of the walls of the building or wing in which the said Unit/Flat/Unit/Row House is located
6		(80% of the transaction price) to be paid to the Promoter on completion of the external plaster, internal plaster, doubles up to the floor level of the said apartment
7.		(85% of the transaction price) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terrace with water proofing of the building or wing in which the said Unit/Flat/Unit/ Row House is located
8.		(95% of the transaction price) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, Sanitary fittings, staircase and all other requirements as may be described in the Agreement to Sale of the building or wing in which the said apartment is located
9.		(Remaining Amount) at the time of handing over of the possession of the Unit/Flat/Unit/Row House to the Unit/Flat/Unit/Row House Purchaser or at other recog-

		of receipt of such notice or completion certificate.

The Promoter/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/Unit to the Flat/Unit Purchaser, obtain from the concerned local authority occupation and/or completion certificate in respect of the Flat/Unit/Block.

2. The Promoter/Developer hereby make full and true disclosure of the nature of his title to the said land as well as encumbrances if any, including any right, title, interest or claim of any party in or from all encumbrances and that the Promoter/Developer has/have absolute, clear and marketable title to the said land so as to enable him to execute the conveyance of a Sale Deed /Deed of Apartment of the said Flat/Unit by the Promoter/Developer in favour the Purchaser.

3. The Flat/Unit Purchaser agrees to pay to the Promoter/Developer interest at SBI lending rate + 2% extra penalty thereon per cent per annum on all the amounts which become due and payable by the Flat/Unit Purchaser to the Promoter/Developer under the terms of this Agreement from the date the said amounts is payable by the purchaser to the Promoter/Developer.

5. On the Flat/Unit Purchaser committing default in payment on due date of any amount due and payable by the Flat/Unit Purchaser to the Promoter/Developer under this Agreement **(including his/her proportionate share of taxes levied by concerned local authority and other outgoings)** and on the Flat/Unit Purchaser committing breach of any of the terms and conditions herein contained, the Promoter/Developer shall be entitled at its own option to terminate this Agreement

Provided that, the power of termination hereinbefore contained shall not be exercised by the Promoter/Developer unless and until the Promoter/Developer shall have given to the Flat/Unit Purchaser fifteen days prior notice in writing 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 and default shall have been made by the Flat/Unit Purchaser

Provided further that upon termination of this Agreement as aforesaid, the Promoter/Developer shall refund to the Flat/Unit Purchaser the installments of sale price of the Flat/Unit which may till then have been paid by the Flat/Unit Purchaser to the Promoter/Developer but the Promoter/Developer shall not be liable to pay to the Flat/Unit Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoter/Developer, the Promoter/Developer, shall be at liberty to dispose of and sell the Flat/Unit to such person and at such price as the Promoter/Developer may in his absolute discretion think fit.

6. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like lifts with particulars like brand, or price range, to be provided by the Promoter/Developer in the said building and the Flat/Unit are those that are set out in Annexure 'E' annexed hereto.

7. The Promoter/Developer shall give possession of the Flat/Unit to the Purchaser on or before 30.06.2020. If the Promoter/Developer fails or neglects to give possession of the Flat/Unit to the Purchaser on account of reasons beyond his control and of his agents as per the provisions of **the Real Estate (Regulation and Development) Act, 2016**, then the Promoter/Developer shall be liable on demand to refund to the Flat/Unit Purchaser the amounts already received by him in respect of the Flat/Unit with interest at SBI lending rate + 2% from the date thereof paid per annum till the entire amount and interest thereon is refunded by the Promoter/Developer to the Flat/Unit Purchaser, which shall, subject to prior encumbrances if any, be a charge on the said Flat/Unit as well as the constructions or building in which the Flat/Units are situated or were to be situated:

Provided that the Promoter/Developer shall be entitled to reasonable extension of time for giving delivery of Flat/Unit on the aforesaid date, if the completion of building in which the Flat/Unit is to be situated is delayed on account of-

(i)	Non-availability of steel, other building material, water or electric supply
(ii)	War, Civil Commotion or act of God;
(iii)	Any notice, order, rule, notification of the Government and/or other public or competent authority, any prohibitory order of any court against development of property

8. The Flat/Unit Purchaser shall take possession of the Flat/Unit within 15 days of the Promoter/Developer giving written notice to the Flat/Unit Purchaser intimating that the said Flat/Units are ready for use and occupation.

The Promoter will be liable for R.C.C. structural defects for five years, except the following defect liabilities.

- DEFECT LIABILITY

a. If within a period of five years from the date of handing over the Apartment to the Unit/Flat/Unit Purchaser, the Unit/Flat/Unit Purchaser brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service. Then, wherever possible such defect shall be notified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Unit/Flat/Unit Purchaser shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act.

b. Provided however, that the Unit/Flat/Unit Purchaser/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ structure of the said building which shall include but not limit to columns, beams etc. or in the flimys therein, in particular it is hereby agreed that the Unit/Flat/Unit Purchaser/s shall not make any alterations in

any of the fittings, pipes, water supply connections or any structural 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 defects caused on account of wilful neglect on the part of the Allottee, and shall not mean defects caused by normal wear and tear and by malafide use of apartment by the Occupants, vagaries of nature etc.

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

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

e. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and serviced by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Unit/Units and the common project amenities wherever applicable.

f. That the Unit/Flat/Unit Purchaser has been made aware and that the Unit/Flat/Unit Purchaser expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature 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.

g. It is especially agreed that before any liability of defect is claimed by or on behalf of the Unit/Flat/Unit Purchaser, it shall be necessary to appoint an expert who shall be a commissioned surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structural built of the unit/phase/ wing and/or the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

9. The Flat/Unit Purchaser shall use the Flat/Unit or any part thereof or permit the same to be used only for purpose of Flat/Unit/shop/ godown. He shall use the garage or parking space only for purpose of keeping or parking the Flat/Unit Purchaser's

10. The Flat/Unit Purchaser along with other purchasers of Flat/Units in the building shall join in forming Association of Flat/Unit Owners to be known as "SHIVA ENCLAVE" 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 of Flat/Unit Owners and for becoming a member including the bye-laws of the proposed Association of Flat/Unit Owners and duly fill in, sign and return to the Promoter/Developer within 15 days of the same being forwarded by the Promoter/Developer to the Flat/Unit Purchaser, so as to ensure the Promoter/Developer to register the organization of Flat/Unit Purchaser under section 17(2) of **the Real Estate (Regulation and Development) Act, 2016**. No objection shall be taken by the Flat/Unit Purchaser if any changes or modifications are made in the draft bye-laws, as the case may be, or any other Competent Authority.

(i) Within 15 days after notice in writing is given by the Promoter/Developer to the Flat/Unit Purchaser that the Flat/Unit is ready for use and occupation, the Flat/Unit purchaser shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the Flat/Unit) of outgoings in respect of the said land and building/s namely local taxes betterment Charges or such other taxes by the concerned local authority and/or Government water charges, insurance common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and Building/s.

Until the Association of Flat/Unit Owners is formed and the said land and building/s transferred to it, the Flat/Unit Purchaser shall after taking possession of his/her Flat/Unit, pay to the Promoter/Developer, such proportionate share of outgoings as may be determined. The Flat/Unit Purchaser further agrees that till the Flat/Unit Purchaser's share is so determined the Flat/Unit Purchaser shall pay to the Promoter/Developer provisional monthly contribution of Rs. 2000/- per month towards the outgoings. The amounts so paid by the Flat/Unit Purchaser to the Promoter/Developer shall not carry any interest and remain with the Promoter/Developer until formation of the Association of Flat/Unit Owners as aforesaid, subject to the provisions of section 17 (3), (4), (5), (6), (7), (8), (9), (10) & (11) of **the Real Estate (Regulation and Development) Act, 2016**. On such conveyance/assignment of lease being executed the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoter/Developer to the Association of Flat/Unit Owners, as the case may be. The Flat/Unit Purchaser undertakes to pay such provisional monthly contribution month in advance and shall not withhold the same for any reason whatsoever.

The Developer in compliance of the provisions of Apartment Ownership Act, 1970 has executed the Deed of Declaration dated [illegible] of the said act and subject thereto it is hereby expressly agreed and declared that the purchasers of all the Flat/Units and premises in the said building including the purchaser hereto shall join and form an association as contemplated by the said act and the purchaser agrees to join such association or society on the completion of the building and receipt by the Developer of the full price of all the Flat/Units/ car parking places and other premises in the said building under

this and similar agreements in respect thereof and all the charges and Deposits payable by such purchaser to the Developer under this agreement and similar agreements with other apartment purchasers the Developer shall convey and assign all his rights, title and interest in each apartment to such purchaser including the purchaser herein free from all encumbrances. All the legal expenses including the expenses of stamp duty and Registration Charges will be borne by the purchaser alone.

It is clearly understood by the purchaser that the Maharashtra Apartment Ownership Act, 1970, extends to the whole of state of Maharashtra. The said Act came in to the force in such areas as such dates as the State Govt. may by Notification in the official Gazette appoint and different dates may be appointed for different areas. The said Act is applicable within the limits of Municipal Corporation, Aurangabad.

It is clearly understood by the purchaser that the Developer has submitted his project to the provisions of Maharashtra Apartment Ownership Act 1970. The Maharashtra Legislature has passed two Acts of 1963 & 1970 governing the ownership Flat/Units, but their functions & mod of operations are different and the difference is as below

The Flat/Unit Ownership Act, 1963 mainly relates the Flat/Unit owners who form co-op. Hsg. Society, while the Flat/Unit owners under the Apartment Ownership Act, 1970 are themselves owners of their flat/Units & not subject to any body like a society. The condominium formed by the Association of the Flat/Unit owners is only to regulating their mutual relations and not to exercise like Co-op. Society. The Flat/Unit Ownership Act, 1963 & the Maharashtra Apartment Ownership Act,1970, are not exclusive of each other but they are complementary to each other.

The Developer shall be the promoter in respect of the said construction work within the meaning of the Maharashtra Apartment Ownership Act, 1970. The Promoter has already submitted the project to the provisions of the Maharashtra Apartment Ownership Act 1970 by executing the registered Deed of Declaration. After issuance of the completion Certificate by the Aurangabad Municipal Corporation, the Promoter shall execute the Deed of Apartment/Sale Deed in favour of the each of the Flat/Unit/Shop/unit Purchaser & each of the apartment/Flat/Unit/Shop/Unit owner shall be entitled to the exclusive ownership & possession of his apartment/Flat/Unit/shop/unit as provided in the Maharashtra Apartment Ownership Act, 1970, in such cases it shall not be useful to form any co-op society under the Maharashtra Co-Op Societies Act 1960 or 1962. The Promoter under this agreement & the proposed Registered Deed of Apartment/Sale Deed has transferred the undivided proportionate title in the common areas in favour of the each of the unit/Apartment/Flat/Unit/Shop Purchasers as well as in favour of the Association of Flat/Unit owners hence no independent/separate Conveyance Deed is required to execute in favour of the Association of Flat/unit owners. The Promoter under this Agreement has already handed over all the project documents & Plans, proportionate title in