

the common area to the Purchaser as well as to the Association of the Flat/Unit/Apartment/Unit Owners.

On and from the appointed day, the Maharashtra Ownership Flat/Units (Regulation of the Formation of Construction, Sale, Management and Transfer) Act, 1963, has replaced by the Maharashtra Housing, Regulation and Development Act 2012 (MHRA Act) & the Maharashtra Housing (Regulation and Development) Act 2012 (MHRA Act) is replaced by the Real Estate (Regulation and Development) Act 2016 (RERA Act). The Maharashtra Apartment Ownership Act 1979 has not been replaced. However, in case of inconsistent provisions, the provisions of the RERA Act shall prevail.

It is agreed in between the parties that after formation of the elected body of the Apartment Owner's Association, the promoter shall inform the Registrar of Societies, as defined in the Maharashtra Apartment Ownership Act, 1969, as soon as possible.

In future if the floor space index (FSI) or transfer of development rights (TDR) is granted by the Municipal Council or Municipal Corporation, Autonomous, then the area available for additional construction will be utilized by the Developer alone and the Developer can transfer said FSI from the said building to another property or can sell the said FSI to the respective purchaser who are interested to purchase it & to put additional construction on the said building as may be allowed by the municipal corporation and to sell or otherwise deal with same.

If any additional FSI / TDR become available in future, the Developer will be entitled to avail & consume the same. If the Developer, however, wants to amend the Deed of Declaration, in that case, the purchaser has no direction to make amendment in the registered deed of Declaration & has also no requirement for making revised construction plan & under this agreement the purchaser has given his written unconditional consent to the promoter for the said change.

That Promoter shall be at liberty to amend the deed of Declaration as and when required at any time in all units in use sale and transferred to the prospective purchasers. No purchaser will be entitled to object for such amended declaration and it will be binding on all the purchasers irrespective of their date of purchase.

If there is reduction of more than 3% of the actual area (carpets) in any Flat/Unit against the area specified in Schedule due to change/variation of the design, the price of the said unit will be reduced proportionate and vice-versa.

There is a provision of covered parking on Ground Floor for the Flat/Unit Owners & each of the Flat/Unit owner has 12.50 Sq. mtrs. undivided share in the said parking area of the residential part of the building and it will be allotted to the Flat/Unit owners of each building by drawing lot by the association of respective building.



The Promoter may apply for partial completion as per his description and will furnish the copy of same to the purchaser as and when the completion certificate either part or full is issued by the competent authority.

12. At the time of registration of Flat/Unit Purchaser shall pay to the Promoter/Developer the stamp duty and registration charges payable on the document of allotment or transfer in respect of the said Flat/Unit/shop/office/apartment.

13. The material used and the specifications adopted for the said Flat/Unit are specifically described in the SCHEDULE OF THE PROPERTY. However, if the Purchaser is willing to have any changes in the Flat/Unit he should convey the same to the developer/purchaser before the work of the said item is started & he will have to bear the extra cost including material, labour & supervision charges in advance.

14. The Flat/Unit Purchaser/s or owner/s themselves with intention to bring all persons and whatsoever in hands the Flat/Unit may come, hereby agrees with the Promoter/Developer as follows:-

- (a) To maintain the Flat/Unit at the Flat/Unit Purchaser's own cost or cost and remuneration from the date that of possession of the Flat/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Unit 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 Flat/Unit is situated and the Flat/Unit itself or any part thereof without the consent of the local authorities, if required.
- (b) Not to store in the Flat/Unit any goods which are of hazardous, combustible or dangerous nature or so heavy as to damage the construction or structure of the building in which the Flat/Unit 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 Flat/Unit is situated including entrance of the building in which the Flat/Unit is situated and in case any damage is caused to the building in which the Flat/Unit is situated by the Flat/Unit or on account of negligence or default of the Flat/Unit Purchaser in this behalf, the Flat/Unit Purchaser shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all internal repairs to the said Flat/Unit and maintain the Flat/Unit in the same condition, state and order in which it was delivered by the Promoter/Developer to the Flat/Unit Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Unit is situated or the Flat/Unit 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 Flat/Unit Purchaser committing any act in contravention of the above provision, the Flat/Unit Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.



- (d) Not to demolish or cause to be demolished the Flat/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Unit is situated and shall keep the gutters, sewers, drains and pipes in the Flat/Unit and the appurtenances therein in good ventilation, repair and condition, and in particular, so as to support, sustain and protect the other parts of the building in which the Flat/Unit is situated and shall not third or in any other manner cause damage to columns, beams, walls slabs or R/C, Floor or other structural members in the Flat/Unit without the prior written permission of the Promoter/Developer and/or the Association of Flat/Unit Owners.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat/Unit is situated or any part thereof whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, logs, garbage or other refuse or permit the same to be thrown over the said Flat/Unit to the compound or any portion of the said land and the building in which the Flat/Unit is situated.
- (g) To bear and pay increase in land taxes, Water Charges, Insurance and such other taxes, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of use of the Flat/Unit by the Purchaser for any purposes other than for residential purposes.
- (h) The Flat/Unit Purchaser shall not let, sub let, transfer, assign or part with interest or benefit under of this Agreement or part with the possession of the Flat/Unit until all the dues payable by the Flat/Unit Purchaser to the Promoter/Developer under this Agreement are fully paid up and only if the Flat/Unit Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat/Unit Purchaser has intimated in writing to the Promoter/Developer.
- (i) The Flat/Unit Purchaser shall observe and perform all the rules and regulations which the Association of Flat/Unit Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for preservation and maintenance of the said building and the Flat/Units therein and for the observance and performance of the Building Rules, Regulations and By-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat/Unit Purchaser shall also observe and perform all the regulations and conditions laid down by the Association of Flat/Unit Owners regarding the occupation and use of the Flat/Unit in the Building and shall pay and contribute regularly and punctually towards the house expenses or other outgoings in accordance with the terms of this Agreement.
- (j) Till the completion or registered Sale Deed of all the Apartment/Units/Flat/Units/Shops the building in which Flat/Unit is situated is executed the Flat/Unit Purchaser shall permit the Promoter/Developer and their surveyors and agents, with or without workmen and crew, at all reasonable times, to enter and upon the said land and buildings or any part thereof to view and examine the same and condition thereof.



15. The Promoter/Developer shall maintain a separate account in respect of sums received by the Promoter/Developer from the Flat/Unit Purchaser on advance or deposit, sums received on account of the share capital for the promotion of the Association of Flat/Unit Owners or towards the mortgage, legal charges and shall utilize the amounts only for the purposes for which they have been received.
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 Flat/Units or of the said Plot and Building or any part thereof. The Flat/Unit Purchaser shall have no claim save and except in respect of the Flat/Unit hereby agreed to be sold to him and all open spaces, parking spaces, balconies, staircases, terraces, recreation spaces, will remain the property of Promoter/Developer until the formation of Association of Flat/Unit Owners.
17. Any delay intended or indulgence shown by the Promoter/Developer in enforcing the terms of this Agreement or any failure or giving of time to the Flat/Unit Purchaser by the Promoter/Developer shall not be construed as a waiver on the part of the Promoter/Developer of any breach or non-compliance of any of the terms & conditions of this Agreement by the Flat/Unit Purchaser nor shall the same in any manner prejudice the rights of the Promoter/Developer.
18. The Flat/Unit Purchaser and/or Promoter/Developer shall present this Agreement for its proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/Developer will attend such office and submit necessary charges.
19. All notices to be served on the Flat/Unit Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat/Unit Purchaser by Registered Post A.D. / Under Certificate of posting at his/her address specified below or shall serve the said communication through email:

Mr.

Email I.D. for communication:

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



21. No Unit holder of "SIVA ENCLAVE", Apartment Condominium shall post any advertisement or posters or any kind in or on the building. Holder of Instruments shall exercise extreme care about making noise or the use of musical instruments, radios, televisions, and amplifiers that may disturb others. It is prohibited to hang garments, hang etc. from the windows balconies or from any of the facades of the "SIVA ENCLAVE", Apartment Condominium. It is prohibited to hang rugs, etc. from windows or doors logs, etc. by leaning on the exterior part of the "SIVA ENCLAVE", Apartment Condominium. It is prohibited to throw garbage or trash outside the disposal installations provided for such purpose, in the terrace areas. If such installation is not provided, all garbage or trash shall be collected in a vessel and thrown in the Municipal Dugha. No Owner or Lessee shall install wiring for electrical or telephone installation, television antenna machines or air conditioning units, A/C Units, etc. on the exterior of the "SIVA ENCLAVE", Apartment Condominium or that protrude through the walls of the unit or that condominium except as authorized by the Association and the Manager.

22. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder/under Act and the rules made thereunder.

23. All cost of pocket costs charges & expenses including stamp duty & registration charges, GST & incidental charges for this Agreement Plus an amount of Rs. _____ towards KSER meter connection & its fitting charges, water connection & other utility & services connection charges, will be borne by the Purchaser.

FIRST SCHEDULE

Amalgamated Plot No. 5 & 6, area measuring approx 730.37 sqm. part of Unit No. 54, Ikhedra, Aurangabad.

Bounded by,

Bounded as under:

EAST	Land of Mrs. Sumit Khatwange
WEST	15.00 N.W. Road
SOUTH	6.00 M.W. Road
NORTH	Land of Sahelrab Bunkar

SECOND SCHEDULE

Plot/Unit No. —, having carpet area measuring ——— Sq Meter on ——— Floor, in the building known as "SIVA ENCLAVE" constructed on Amalgamated Plot No. 5 & 6, area measuring approx 730.37 sqm. part of Unit No. 54, Ikhedra, Aurangabad.

Boundaries:

EAST	
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WEST	
SOUTH	
NORTH	

ANNEXURE A

Name of the Advocate	Adv. Anand Umekar
Address	Flat No. 71, New SBH Colony, Brahmapur, Aurangabad
Date	

CERTIFICATE

This is to certify that we have investigated the title to the above said property which is more particularly described above in the Schedule hereunder written and have perused the title deeds and certify that in my opinion the title of Sri. Smitha Pandurang Kethiregar through GFA Developer Sai Krupa Builders & Developers through its Proprietor Mr. Subash P. Chaudhary is absolute, clear, good & marketable.

The Schedule Above Referred to

Amalgamated Plot No. 4 & 5, area adjoining 35.00 sqm. part of Ch. No. 54, Taluk, Aurangabad, in which the project "SOYA ENCLAVE" is going to be constructed.

Place Aurangabad	Signature of the Advocate
Date :	Adv. Anand Umekar

ANNEXURE B

1. J2 Extract of G.L.No. 54, Taluk, Aurangabad - State of Telang.
2. Registered sale deed bearing no. 2581 dated 14.08.1987
3. M.A. Chas. bearing no. 14915 dated 21.10.2000
4. Order bearing No. 1425/JL dated 04.01.2001
5. Registered Sale deed bearing no. 570 dated 03.03.2001
6. Registered Sale deed bearing no. 574 dated 04.02.2001
7. Registered Development Agreement bearing no. 1011 dated 18.05.2017
8. Registered Power of Attorney bearing no. 1034 dated 18.05.2017
9. Letter bearing No. 2877/2011 dated 30.12.2011



10. Bidder's Commitment Certificate bearing number No. 805/2016-17.
 11. Bidding file no. 336/17/2016-17 dated 15.01.2017.
 12. Engineer's Design description bearing No. 3002 dated 20.01.2017.

ANNEXURE C

1. Specifications

Structure	R.C.C. framed structure.
Walls	External 6"5 thick and internal 4" thick.
Flooring	Ceramic Tile flooring for all rooms. Antiskid tiles for attached balcony on dry balcony.
Door frames	Sapwood (T) w/ frame with Flush door finish doors.
Kitchen	Black granite kitchen platform, with glazed tiles upto up to door height.
Window	Powder coated aluminium sliding windows with M.S. grill.
Plaster	Internal with 8mm thick cement plaster.
Painting	White emulsion paint for interior, Acrylic emulsion paint for exterior. All steel and wood work will be painted with synthetic enamel oil paint.
Electricals	Concealed wiring with 1.5 points in each room, Power point in kitchen for Microwave and Refrigerator. T.C. & Telephone points in Hall. Point for A/C & TV in Master Bed.
Water Supply	There will be the bore well with submersible pump at the suitable place at ground level from which water is supplied directly to the overhead water tank having partition in it for bore well water & Municipal water. There will be an underground water tank for collecting the water from Municipal Supply (subject to availability of water in water line of Municipal Corporation). There will be also the pump for the underground water tank to feed the water at overhead water tank having partition in it. From which all the flats/units are supplied with water.

2. COMMON AREAS AND FACILITIES:

1. Parking
2. Stair Case & Liftboxes.
3. Water Tank.
4. Bore Well and Electric Motor thereon.
5. Lift.
6. Compound wall & Gate.
7. Overhead tanks.



ANNEXURE B

List of documents provided to the purchaser.

Sr. No.	DESCRIPTION OF THE PROPERTY DOCUMENTS GIVEN BY THE PROMOTER/DEVELOPER TO THE FLAT/UNIT PURCHASER.
1.	7/12 Extract of Govt. No. 54, Bhubaneswar, Angangabad, issued by Talukda
2.	Registered Sale deed bearing no. 7001 dated 14.08.1987 executed by Smt. Parashakti Parashram Jagdale in favour of Smt. Shashikala Gopalrao Choge with respect to land measuring 38.29.54 Gajdhara (3020.87 sqm.) part of Govt. No. 54, Bhubaneswar, Angangabad.
3.	R.A. Order bearing No. 163/94 issued by the Collector, Angangabad in the name of Smt. Shashikala Gopalrao Choge with respect to land measuring 1768.94 sqm. part of Govt. No. 54, Bhubaneswar, Angangabad.
4.	Order bearing No. 1428/01 dated 04.09.2001 issued by Commissioner Municipal Corporation, Angangabad, with respect to land measuring 3021.00 sqm. part of Govt. No. 54, Bhubaneswar, Angangabad.
5.	Use map plan approved by Dy. Director, Town Planning, Municipal Corporation, Angangabad with respect to land measuring 3021.00 sqm. part of Govt. No. 54, Bhubaneswar, Angangabad.
6.	Registered Sale deed bearing No. 576 dated 02.02.2001 executed by Smt. Shashikala Gopalrao Choge (Borrower) in favour of Smt. Smrita Panditrao Kshirsagar with respect to Plot No. 5 area measuring 194.5 sqm. part of Govt. No. 54, Bhubaneswar, Angangabad.
7.	Registered Sale deed bearing No. 574 dated 02.02.2001 executed by Smt. Shashikala Gopalrao Choge (Borrower) in favour of Smt. Smrita Panditrao Kshirsagar with respect to Plot No. 8 area measuring 202.43 sqm. part of Govt. No. 54, Bhubaneswar, Angangabad.
8.	Registered Development Agreement bearing No. 1093 dated 18.03.2007 executed by Smt. Smrita Panditrao Kshirsagar in favour of Sai Krupa Builders & Developers through its Proprietor Mr. Subodh Balchand Pandale with respect to amalgamated Plot No. 5 & 6, area measuring 372.04 sqm. part of Govt. No. 54, Bhubaneswar, Angangabad.
9.	Registered Power of Attorney bearing No. 1034 dated 15.03.2007 executed by Smt. Smrita Panditrao Kshirsagar in favour of Sai Krupa Builders & Developers through its Proprietor Mr. Subodh Balchand Pandale with respect to amalgamated Plot No. 5 & 6, area measuring 372.04 sqm. part of Govt. No. 54, Bhubaneswar, Angangabad.
10.	Letter bearing No. 2372/2011 dated 20.12.2011 issued by Asst. Director, Town Planning, Municipal Corporation, Angangabad, in the name of Smt. Smrita Panditrao Kshirsagar, towards amalgamation of Plot No. 5 & 6, area measuring 372.04 sqm. part of Govt. No. 54, Bhubaneswar, Angangabad.
11.	Revised Commencement Certificate bearing Permission No. 586/2015-17, bearing No. no. 705/17/2015-17 dated 05.01.2017 issued by Municipal



	Bearing file no. 739/17/2016-17 dated 05.01.2017 issued by Municipal Corporation, Aurangabad in the name of Shri. Smith Panditrao Kulkarni with respect to amalgamated Plot No. 5 & 6, area measuring 372.04 sqm. part of Gul No. 54, Ikhedra, Aurangabad.
12	Map of construction approved by the Asst. Director of Town Planning, Municipal Corporation, Aurangabad with respect to amalgamated Plot No. 5 & 6, area measuring 372.04 sqm. part of Gul No. 54, Ikhedra, Aurangabad.
13	Registered Deed of declaration bearing No. 2192 dated 20.06.2017 executed by Shri. Krupa Builders & Developers through its Proprietor Mr. Subodh Pulkhad Tumbale with respect to amalgamated Plot No. 5 & 6, area measuring 372.04 sqm. part of Gul No. 54, Ikhedra, Aurangabad.
The genuineness of above referred Project Documents from No. 1 to 13, are verified and approved by the promoter/developer in the purchaser & has acknowledged the same.	
Name of the Purchaser	
Signature	

SIGNED DELIVERED BY THE WITHIN NAMED The Promoter/Land Owner/Developer/s.	Signature	Photo
Shri. Smith Panditrao Kulkarni Through his OPA		
Shri. Krupa Builders & Developers through its Proprietor Mr. Subodh Pulkhad Tumbale		

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED The Promoter/Developer/Developer/s.	Signature	Photo
Shri. Krupa Builders & Developers through its Proprietor Mr. Subodh Pulkhad Tumbale		

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED The PURCHASER	Signature	Photo



WITNESSES	Signature	Photo
Mr. _____ Occupation _____ Age _____ Years. R/O _____		
Mr. _____ Occupation _____ Age _____ Years. R/O _____		

