

to the Association of flat Owners, as the case may be. The Flat Purchaser undertakes to pay such provisional monthly contribution month in advance and shall not withhold the same for any reason whatsoever.

11. The Developer in compliance of the provisions of Apartment Ownership Act, 1970 has executed the deed of declaration U/2-A of the said act and subject thereto, it is hereby expressly agreed and declare that the purchasers of all the flats and premises in the said building including the purchaser herein 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 flats/ car parking places and other presses in the said building under this and similar agreements in respect thereof and all the charges and deposits payable each 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 each 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.
12. 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 on 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.
13. 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 flats, but their functions & field of operations are different and the difference is as below :
14. The Flat Ownership Act, 1963 namely relates the flat owners who form co-op. Hsg. Society, while the flat owners under the Apartment Ownership Act, 1970 are independent owners of their flats & not subject to any body like a society. The condominium form by the Association of the Flat owners is only for regulating their mutual relations and has no existence like Co-op. Society. The Flat Ownership Act, 1963 & the Maharashtra Apartment Ownership Act, 1970, are not exclusively of each other but they are complementary to each other.
15. 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/shop/unit purchaser & each of the apartment/Flat/Shop/Unit owner shall be entitled to the exclusive ownership & possession of his apartment/flat/shop/unit as provided in the Maharashtra Apartment Ownership Act, 1970, in such cases it shall not be lawful to form any co-op society under the Maharashtra Co-Op Societies Act 1960 or 1963. 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/Shop Purchaser as well as in favour of the Association of flat owners hence no independent/separate Conveyance Deed is required to execute in favour of the Association of flat owners. The Promoter under this Agreement has already handed over all the project documents & Plans, proportionate title in the common areas to the Purchaser as well as to the Association of the Flat/ Apartment/ Unit Owners.
16. On and from the appointed day, the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963, has repealed by the Maharashtra Housing (Regulation and Development) Act 2012 (MOFA Act) & the Maharashtra Housing (Regulation and Development) Act 2012 (MOFA Act) is repealed by the Real Estate (Regulation and Development) Act 2016 (RERA Act). The Maharashtra Apartment Ownership Act 1970, has not been repealed. However, in case of inconsistent provisions, the provisions of the RERA Act shall prevail.
17. 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, 1960, as soon as possible.
18. In future if the floor space index (FSI) or transfer of development rights (TDR) is granted by the Municipal Council or Municipal Corporation, Aurangabad, 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.
19. If any additional F.S.I / TDR becomes available at any time the Developer will be entitle if the Developer/Promoter wants to amend the Deed of Declaration in that event the purchaser has no objection to make amendment in the registered deed of declaration & has also no objection for making revised construction plan & under this agreement the purchaser has given his written unconditional consent to the promoter for the said changes.
20. That Promoter shall be at liberty to amend the deed of Declaration as and when required at any time till all units in are sold 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.
21. If there is reduction of more than 3% of the actual area dimensions of any Flat against the area specified in Schedule due to change/variation of the design, the price of the said unit will be reduced proportionately and vice-a-versa.
22. There is provision of covered parking on Ground Floor for the flat holders of the each of the building of the project and it will be allotted to the flat owners of each building by drawing lots by the association of respective building.
23. The Promoter may apply for part/full 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.
24. At the time of registration of Flat Purchaser shall pay to the Promoter/Developer the stamp duty and registration charges payable, on the document or instrument of transfer in respect of the said flat/shop/unit/apartment.
25. The material used and the specifications adopted for the said flat are specifically described in the SCHEDULE OF THE PROPERTY, however, if the Purchaser is willing to have any changes in the flat he should convey the same to the developer/promoter before the work of the said item is started & he will have to bear the extra cost including material, labours & supervision charges in advance.
26. The Flat Purchaser/s or himself/themselves with intention to bring all persons into whosoever in hands the Flat may come, hereby covenants with the Promoter/Developer as follows:-
 - (a) To maintain the flat at the Flat Purchaser's own cost in good and tenable repair and condition from the date that of possession of the flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
 - (b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat 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 is situated, including entrance of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat 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 and maintain the flat in the same condition, state and order in which it was delivered by the Promoter/Developer to the Flat Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 Purchaser committing any act in contravention of the above provision, the Flat 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 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 or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls slabs or RCC, Partis or other structural members in the Flat without the prior written permission of the Promoter/Developer and/or the Association of flat Owners.
 - (e) Not to do or permit to be done any act or thing which may render void or voidable any insurances of the said land and the building in which the Flat is situated or any part thereof whereby any increased premium shall becomes payable in respect of the insurance.
 - (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.
 - (g) To bear and pay increase in local taxes, Water Charges, Insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchaser to any purposes other than for residential purpose.
 - (h) The Flat Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser to the Promoter/Developer under this Agreement are fully paid up and only if the Flat 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 Purchaser has intimated in writing to the Promoter/Developer.
 - (i) The Flat Purchaser shall observe and perform all the rules and regulations which the Association of flat Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of flat Owners regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
 - (j) Till the execution of registered Sale Deed of all the Apartment/Units/Flats the building in which Flat is situated is executed the Flat Purchaser shall permit the Promoter/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.
27. The Promoter/Developer shall maintain a separate account in respect of sums received by the Promoter/Developer from the Flat Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Association of flat Owners or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
28. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flats or of the said Plot and Building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation space, will remain the property of Promoter/Developer until the formation of Association of flat Owners.
29. Any delay tolerated or indulgence shown by the Promoter/Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat 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 Purchaser nor shall the same in any manner prejudice the rights of the Promoter/Developer.
30. The Flat 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 admit execution thereof.
31. All notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser by Registered Post A.D./ Under Certificate of posting at his/her address specified below or shall serve the said communication through email:

1. Mr.
R/o
.....
2. Mr.
R/o
.....

32. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace Flat in the said building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace Flat Purchaser. The Said terrace shall not be enclosed by the Flat 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.
33. No unit holder of "Sai Krupa Apartment", Apartment Condominium shall post any advertisement or posters of any kind in or on the building. 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 "Sai Krupa Apartment", Apartment Condominium. It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of the "Sai Krupa Apartment", Apartment Condominium. It is prohibited to throw garbage or fresh 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/flats, etc. on the exterior of the "Sai Krupa Apartment", Apartment Condominium or that protrude through the walls of the roof of that condominium except as authorized by the Association and the Grantor
34. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder/said Act and the rules made thereunder.

FIRST SCHEDULE

Plot No. 02, area admeasuring 357.00 sq.mtrs. Part of Gut No. 20, Datta Nagar, Kanchanwadi, Aurangabad on which the project "Sai Krupa Apartment" constructed.

Bounded as under :

EAST	Plot No. 25 & 26
WEST	9 Meter Wide Road
SOUTH	Plot No. 01
NORTH	Plot No. 03

SECOND SCHEDULE

Flat.. --, having carpet area admeasuring ----- Sq. Meter & built up area admeasuring ----- sq. meters, on ----- Floor, -in the building known as "Sai Krupa Apartment" constructed Plot No. 02, area admeasuring 357.00 sq.mtrs. Part of Gut No. 20, Datta Nagar, Kanchanwadi, Aurangabad

Bounded as under :

EAST	
WEST	
SOUTH	
NORTH	

ANNEXURE A

Name of the Advocate	Adv. Anand Umrikar
Address	Plot No. 71, New SBH Colony, Shahnoorwadi, Aurangabad
Date	
CERTIFICATE	
This is to certify that we have investigated the title to the aforesaid property which is more particularly described below in the Schedule hereunder written and have perused the title deeds and certify that in my opinion the title of Sai Ambika Developers, is absolute, clear, good & marketable,	
The Schedule Above Referred to	
Plot No. 02, area admeasuring 357.00 sq.mtrs. Part of Gut No. 20, Datta Nagar, Kanchanwadi, Aurangabad on which the project "Sai Krupa Apartment" constructed	
Place: Aurangabad	Signature of the Advocate Anand Umrikar
Date :	

ANNEXURE B

- 1) 7/12 Extract.
- 2) N.A. Order.
- 3) Registered Sale Deed
- 4) Registered Deed of Declaration

ANNEXURE C

- Specification of the building will be as under: -

ANNEXURE D

List of documents provided to the purchaser.

Sr.No.	DESCRIPTION OF THE PROPERTY DOCUMENTS GIVEN BY THE PROMOTER/VENDOR TO THE FLAT PURCHASER.
1.	
2.	
3.	
4.	
The photocopy of above referred Project Documents from Sr. No. 1 to --, are handed over by the promoter/vendor to the purchaser & has acknowledged the same.	
Name of the Purchaser	
Signatures	
SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED The Promoter/Land Owner/Developer/Vendor/s. M/s. Sai Ambika Developers through its Partners 1) Sri Krunal Kamlesh Parmar 2) Shri. Pinesh Kamlesh Parmar 3) Shri. Swapnil Chandrakant Tilwankar 4) Shri. Sudhir Ashokrao Vadnere	Signature
	Photo
Signature	
Photo	

SIGNED SEALED AND DELIVERED