

AGREEMENT OF SALE

Agreement of sale of Row-House No. ____ in “**GAIA SHRUSHTI**” Constructed on That all the part and parcel of the property Plot no. 471 to 480 admeasuring build-up area 456.46 Sq.Mt. and and plot no. 483 to 487 admeasuring build-up area 214.78 Sq.Mt. i.e. totally admeasuring 674.24 Sq.Mt. build-up area which is forming part of land Gut no. 308 totally admeasuring 22 Hecter 90 Are, (As per order 22 Hecter 99 Are), Land revenue Rs. 27.55 ps. Situated at Village Satara, Tq. & Dist. Aurangabad, the stamp, value of Rs. _____/- and actual sale value Rs. _____/- Zone. ____ @ _____/- Per Sq.Mt.

This agreement to sale is executed today on ____th day of November 2020 at Aurangabad, between,

M/s. Zambad Disha Pride Infra Structure LLP., A LLP registered under the company Act having its registered office at 101, Sai Trade Center, RTO Road, Front of Railway Station, Aurangabad - 431001 having LLP Identification No. AAA-8709. Pan No.AAJFD1402G Through its Designated Partner **Mr. Sandesh Subhash Zambad**, Age.: 33 years, occ.: Business, R/o.: N-2, Kamgar Chowk, Aurangabad.

(Hereinafter referred to as the “**OWNER/VENDOR**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its present and future designated partners, their successors, executors, administrators and permitted assignees, including those of the respective partners).

AND

Mr.

Age : Years, Occ.:

R/o.:

PAN no.:

(Aadhar no. _____)

(Hereinafter called as **ROW-HOUSE PURCHASER** which expression shall mean and include all his/her heirs, successors, legal representatives, executors, administrators and assignees)

WHEREAS :-

1. That the Rama Chavan died through its Lrs.,1.Dhamu Rama Chavan,2. Uttam Rama chavan, 3.Pralhad Rama chavan, 4. Uma Rama Chavan, 5. Shesherao Rama Chavan, 6. Namdeo Rama Chavan, Goverdhan Rupla chavan Harichand Lalu, 2. Deepa Lalu Chavan died through Lrs. 1. Sonabai w/o. Deepa Chavan, 2. Manik Deepa Chavan, 3.Kalu Rupla and Gobra Rupla

has filed an application for grant occupancy right u/s 6(1) of Hyderabad abolition of Inam & Cash Grant Act, 1954 to the collector of land reform Aurangabad in respect of land survey no. 216/1 admeasuring 10 Acer 30 Gunthas, 216/2 admeasuring 20 Acre 20 Gunthas, 216/3 admeasuring 6 acre 20 Gunthas, 217/1 admeasuring 8 acre 29 Gunthas, 217/2 admeasuring 8 acre 20 Gunthas, 217/3 admeasuring 1 acre 30 Gunthas, 217/4 admeasuring 1 acre 30 Gunthas, 220/1 admeasuring 8 acre 00 Gunthas, 220/2 admeasuring 6 acre 29 Gunthas, situated at Satara, Tq. & Dist. Aurangabad and said application is came to allowed on 15.12.1986 in file no. 85/LR/INAM/125 an hereby granted occupancy right to the applicant as per application dated 19.09.1985.

2. That the collector of land reform allotted the land in the following manner:-

Sr, no	Survey	Area		Alloted to those person who are in actual possession on 01/07/1960
		Acre	Gunthas	
1	216/1	10	30	Harchand Lalu and Deepa Lalu
2	216/2	20	20	Deepa Lalu
3	216/3	06	20	Gobrya Rupla and Kalu Rupla ½ each share
4	217/1	08	29	Harchand Lalu and Deepa Lalu
5	217/2	08	20	Ramu Lalu
6	217/3	01	30	Deepa Lalu
7	217/4	01	30	Gobrya Rupla and Kalu Rupla ½ each share
8	220/1	08	00	Harchand Lalu and Deepa Lalu
9	220/2	06	29	Ramu Lalu

3. That at the time of Consolidation scheme implementation in village satara survey no. 216/1 converted into gut numbers as under:-

Sr, no	Survey	Gut no.	Area		Allotted to those person who are in actual possession on 01/07/1960
			Hector	arce	
1	216/1	308	03	85	Harchand Lalu and Deepa Lalu
2	216/2	309	01	78	Deepa Lalu
3	216/3	310	03	81	Gobrya Rupla and Kalu Rupla ½ each share
4	217/1	314	04	82	Harchand Lalu and Deepa Lalu
5	217/2	313	02	00	Ramu Lalu
6	217/3	312	00	32	Deepa Lalu

7	217/4	311	01	25	Gobrya Rupla and Kalu Rupla ½ each share
8	220/1	317	03	24	Harchand Lalu and Deepa Lalu
9	220/2	318	02	72	Ramu Lalu

4. That after the order passed by collector of Land reform Aurangabad, the Tahsildar issued letter to the concerned Talathi on 16.11.1990 and on that basis mutation entry no.869 sanctioned and certified.
5. That out of land gut no. 308 admeasuring 03 Hecter 85 Are portion land revenue Rs. 06.65 Ps. Out of which Walmi acquires 00 Hecter 80 Are Portion and accordingly mutation entry no. 659 came to be sanctioned. That as per compromise in RCS no. 1448/1990 on 27.01.1992 said property land gut no. 308 to the extent of 03 Hecter 05 Are, Gut no. 314 admeasuring 04Hecter 79 Acre, 03 arce Potkharab and Gut no. 317 admeasuring 03 hector 22 Arce, 02 Pothkhrab, transferred from Hirachand Lalu & Deepa Lalu to Dhuma Rama, Uttam Rama, Pralhad Rama, Uma Rama and Shesherao Rama and accordingly mutation entry no. 1123 is sanctioned.
6. That the Land Gut no. 309, admg. 01Hecter 78 Are portion land revenue rs. 2.22ps. and Land Gut no. 312 admg. 00 Hecter 32 Are portion land revenue Rs. 00.35ps. allotted to Deepa Lalu and Accordingly Mutation entry no. 869 sanctioned and certified. That after the death of Deepa Lalu the said property Land Gut no. 309 and 312 came to be transferred in the name of her legal heirs namely 1. Manik Deepa, 2. Mandabai W/o Mansingh, 3.Zamabai W/o Dagdu, 4. Radhabai Gowardhan and 5. Suman W/o Seetaram as per the mutation entry no. 1121 and the said mutation entry was sanction as on dt. 19/11/1991.Thereafter the sisters of Manik Deepa relinquished their rights and Manik Deepa filed an application with the consent of his sisters and accordingly mutation entry no. 1121 came to be sanction as on dt. 22/07/1992and certified as on dt. 19/09/1992.
7. That the Land Gut no. 310, admg. 03 Hecter 81 Are and the Land Gut no.311, Admg. 01Hecter 25 Are portion allotted to Gobrya Rupla and Kalu Rupla.
8. That the Land Gut no. 313 admg. 01 Hecter 98 Are, 02 Are Pothkhrab and the Gut no. 318, Admg. 02 Hecter 70 Are, 02 Are Pothkhrab was allotted to Rama Lalu and after his death came be transferred in the name of his legal heirs namely 1. Dhuma Rama, 2. Uttam Rama, 3. Pralhad Rama, 4. Uma Rama and 5. Sheshrao Rama. Accordingly theirs names came to be mutated vide entry no. 1019 sanctioned as on dt. 20/12/1991 and certified as on dt. 06/01/1992.
9. That the Gobrya Rupla, Kalu Rupla and Manik Deepa Chavan along with the express consent of Sow. Ashabai Uttamrao Jadhav, Anand Uttamrao Jadhav, Kadabai Dabdaji Magre & Champabai Ashruba Dehade agreed to sale land gut no. 311 admeasuring 01 Hecter 25 Are portion, land gut no. 312 admeasuring 00 Hecter 32 Are portion, land gut no. 310 admeasuring 03 Hecter 81 Are portion and land gut no. 309 admeasuring 01 Hecter 78 Are portion to Mr. Subhash Manakchand Zambad, Shri. Prakash Manakchand Zambad, Shri. Mahendra Manakchand Zambad, Sow. Seema Subhash Zambad under the registered agreement of sale bearing registration no. 4334/1998 dt. 01/12/1998 and re-registration no. 4781/2000 on dt. 16/10/2000 and also executed Bharna pawti vide registration no.

2586/2000 dt. 26/05/2000 and they also have executed the Registered, Power of attorney in favor of Lalit Manuskh Zambad for obtaining the permission for Sale and complete the transaction vide. Registration no. 2587/2000 on dt. 26/05/2000 and all these documents came to be registered at the office of sub-registrar, Aurangabad.

10. That Dhuma Rama Chavan, Uttam Rama Chavan, Pralhad Rama Chavan, Uma Rama Chavan & Sheshrao Rama Chavan with the express consent of Sow. Ashabai Uttamrao Jadhav, Anand Uttamrao Jadhav, Kadabai Dabdaji Magre & Champabai Ashruba Dehade agreed to sale land gut no. 308 admeasuring 03 Hector 85 Are to Mr. Subhash Manakchand Zambad, Shri. Prakash Manakchand Zambad, Shri. Mahendra Manakchand Zambad, Sow. Seema Subhash Zambad under the registered agreement of sale bearing registration no. 719/1998 dated 23.02.1998 and re-registration 4504/2000 dated 26.09.2000 and they also execute registered power of attorney in favor of Subhash Mansukh Zambad for obtain permission of sale and complete the transaction vide registration no. 4201/1998 dated 19.11.1998 and all these documents are registered at the office of sub registrar Aurangabad.
11. That Dhuma Rama & others filed an application before to the collector of land reform Aurangabad for permission to sale land Gut no. 308,313,314,317 and 318 to Mr. Subhash Manakchand Zambad, Shri. Prakash Manakchand Zambad, Shri. Mahendra Manakchand Zambad, and Sow. Seema Subhash Zambad and accordingly collector granted permission to sale land as per order passed on 19.12.2000 in file no. 2000/Landreform/CR-668 and 97/Landreform/KAWI-247. That after passing of this order on the basis of registered power of attorney Mr. Subhash Manikchand Zambad execute registered sale deed bearing registration no. 5943/2000 dated 19.12.2000 registered at the office of sub registrar Aurangabad in favor of to Mr. Subhash Manakchand Zambad, Shri. Prakash Manakchand Zambad, Shri. Mahendra Manakchand Zambad, Sow. Seema Subhash Zambad, thereafter Dhuma Rama Chavan, Uttam Rama Chavan, Pralhad Rama Chavan, Uma Rama Chavan & Sheshrao Rama Chavan also executed registered deed of confirmation bearing registration no. 0989/2001 dated 22.02.2001 thereby confirmed sale deed bearing registration no. 5943/2000 and on the basis of registered sale deed name of Mr. Subhash Manakchand Zambad, Shri. Prakash Manakchand Zambad, Shri. Mahendra Manakchand Zambad, Sow. Seema Subhash Zambad came to be mutated in revenue record as per mutation entry no. 9251.
12. That the Gobrya Rupla, Kalu Rupla and Manik Deepa Chavan through their GPA Lalit Mansukh Zambad filed an application before the Collector of land reform Aurangabad for the permission to the Sale Land gut no. 310, 311, 309 and 312 to Mr. Subhash Manakchand Zambad, Prakash Manakchand Zambad, Mr. Mahendra Manakchand Zambad and Mrs. Seema Subhash Zambad and accordingly the collector of the land reform Aurangabad granted the permission to sale these Land as per the order passed on dt.09/07/2001 in the file no. 2000/LANDREFORM/VP/KAWI-148-853 and in file no. 2000/LANDREFORM/VP/KAWI-147-853 respectively.
13. That after the passing of these orders Gobrya Rupla, Kalu Rupla and Manik Deepa Chavan executed the Regd. Sale deed bearing Registration no. 3767/2001 as on dt. 11/07/2001 registered at the office of Sub-registrar Aurangabad in favor of Subhash Manakchand Zambad, Prakash Manakchand Zambad, Mr. Mahendra Manakchand Zambad and Mrs. Seema Subhash Zambad and on the basis of the registered Sale Deed name of the

applicants, the same came to be mutated in the revenue records as per the mutation entry no. 6998

14. That, Shri. Suresh Mahadeo Parkar has filed a special civil suit no. 249/2003 in the Court of Civil Judge Senior Division Aurangabad, against the Dhuma S/o- Rama Chavan, Uttam S/o- Rama Chavan, Pralhad S/o- Rama Chavan, Umma S/o- Rama Chavan, Sheshrao S/o- Rama Chavan, Manik S/o- Deepa Chavan, Gorbraya Goverdhan S/o- Rupa Chavan, Kalu Baburao S/o- Rupla Chavan, Sadashiv S/o- Modgai Bhalerao, Babarao S/o- Shamrao Bhagat, Kishan S/o- Namdeo Kambale, Champabai W/o- Ashruba Dehade Kadabai W/o- Abalaji Mogare, Ashtai W/o- Uttamrao Jadhav, Anand S/o- Uttamrao Jadhav, Subhash S/o- Mankchand Zambad, Prakash S/o- Mankchand Zambad, Mahendra S/o- Mankchand Zambad, Seema W/o- Subhash Zambad, M/s. Zambad Construction House Pvt. Ltd. Through defendant No. 16., Lalit S/o- Mansukh Zambad, Chagan S/o- Pawalas Bhalerao, Talathi Village Satara, Tahsildar, Tahasil Office, Aurangabad, Sub Registrar (Satara Area), Aurangabad., Deputy Collector (L.R.), Aurangabad., State of Maharashtra Through Collector, Aurangabad., WALMI Office at Paithan Road, Aurangabad, The Land Acquisition Officer Collector, Office, Aurangabad, for declaration and specific performance of contract and application for temporary injunction with respect to the property referred above, Paithan Road, Aurangabad, The Land Acquisition Officer Collector, Office, Aurangabad, for declaration and specific performance of contract and application for temporary injunction with respect to the property referred above.
15. That, during the pendency of the Regular civil Suit No. 724/1995, the suit for perpetual injunction and application for temporary injunction filed by the present Shri. Suresh Mahadeo Parkar against the defendants Rama Chavan & Others with a prayer not to alienate suit property or not to create third party interest and such relief has been granted in favour of Shri. Suresh Mahadeo Parkar.
16. That, during the pendency of the suit, Regular Civil Suit No. 724/1995, the defendant no. 1. Dhumal and others, by executing registered sale deed dated 18/12/2000 & 11.07.2001 in the name of the defendant's no. 16 to 20 Mr. Subhash Manakchand Zambad, Shri. Prakash Manakchand Zambad, Shri. Mahendra Manakchand Zambad, Sow. Seema Subhash Zambad & had sold the suit properties.
17. That, Shri. Suresh Mahadeo Parkar has filed suit for specific performance of contract and application for temporary injunction in respect of the land Gut No. 308,309,310,311,312,313,314,317,318 admeasuring 23 Hectors and 70 R (i.e. 58.54) situated at village Satara, Tq, & Dist. Aurangabad. Shri, Suresh Mahadeo Parkar has filed the present suit against the defendants. Later on Shri. Suresh Mahadeo Parkar has filed the purshis in Regular Civil Suit No, 724/1995 & special civil suit no. 249/2003, while stating that he does not want to proceed with both the suits & he has no claim in respect of with the properties bearing Gut No. 308,309,310,311,312,313,314,317,318 situated at village Satara, Tq. & Dist. Aurangabad. As the matter is settled/ compromised between the parties. The defendant no.1 to 20 are had given an amount of Rs. 2,15,00,000/- (Two Crore Fifteen lacs only) by Cheque No. 359689 of Rs. 1,00,00,000/- (One Crore), by Cheque No. 359690 of Rs. 1,00,00,000/- (One Crore) both Drawn on Axis Bank Ltd., and Pay Order No. 29861 drawn on Ajantha Urban Co-Operative Bank Ltd. of Rs. 15,00,000/- (Fifteen Lacs only). To Shri. Suresh Mahadeo Parkar towards the settlement amount and as per the agreed terms. Shri. Suresh Mahadeo Parkar has withdrawn the proceedings the agreed terms. Shri. Suresh

Mahadeo parkar withdrawn the proceedings like of civil or criminal and Revenue proceedings filed by Shri. Suresh Mahadeo Parkar in Revenue office in Civil Court or any other courts including the Honorable High Court or Honorable Supreme Court and further actually all & every proceedings anywhere in any office in any court of India for all practical purpose stand withdrawn and closed vide this compromise.

18. That, Shri. Suresh Mahadeo Parkar further states that, Shri. Suresh Mahadeo Parkar has no objection in respect of the names of the defendants no. 16 Subhash S/o- Manakchand Zambad, Defendant No. 17 Prakash S/o- Manakchand Zambad, defendant No. 18 Mahendra S/o- Manakchand Zambad, defendant No. 19 Seema W/o- Subhash Zambad and the defendant no. 20 M/s. Zambad Construction House Pvt. Ltd., were incorporated in 7/12 extract as an owner of the suit properties. Shri. Suresh Mahadeo Parkar further states that he has no objection to incorporate/ transfer the names of the defendant no. 16 to 20 as on owner and possessor of properties Gut No. 308,309,310,311,312,313,314,317,318 situated at village Satara, Tq. & Dist. Aurangabad, totally admeasuring 58.54 Acers. The mutation entries will never be challenged by Shri. Suresh Mahadeo Parkar anywhere in any office and any civil or criminal courts.
19. That, Shri. Suresh Mahadeo Parkar further states that he has no claim in respect with the disputed properties or his successor or legal heirs will not claim on disputed properties in future. The property Gut No. 308 to 314 & 317, 318 belongs exclusive to:, M/s. Zambad Construction House Pvt. Ltd., through Subhash S/o- Manakchand Zambad, Prakash S/o- Manakchand Zambad, Mahendra S/o- Manakchand Zambad, Seema W/o- Subhash Zambad the above said defendants are the owners and in possession of the suit properties.
20. That, Shri. Suresh Mahadeo Parkar has withdrawn all his allegations unconditionally in the plaint in view of the compromise and admits the defense of defendant No. 16 to 20 as correct and true.
21. That, Shri. Suresh Mahadeo Parkar has admits before the court the execution of above referred sale deed dated 19.12.2000 bearing No. 5943, confirmation deed dated 22.02.2001 bearing No. 989, Correction Deed dated 23.02.2001 bearing No. 1036, sale deed dated 19.12.2000 bearing No., 5944, sale deed dated 19.12.2000 bearing No. 5995, sale deed bearing No. 3767, dated 11.07.2002, correction deed dated 03.12.2001 bearing No. 5920, Agreement of Sale bearing No, 4334, dated 01.12.1998, Bharna Pavti dated 26.05.2000 bearing No, 2586, agreement of sale dated 23.02.1998, bearing No. 4504, General Power Attorney dated 19.12.1998 bearing No. 4201, General Power of Attorney dated 26.05.2000 bearing No. 9587, compromise petition dated 17.01.1998 at Exh. 17 in special Civil Suit No.92/1997 & admit that they are true and correct and legally valid document. The transfer title and ownership to the defendant no. 16 to 21 Mr. Subhash Manakchand Zambad, Shri. Prakash Manakchand Zambad, Shri. Mahendra Manakchand Zambad, Sow. Seema Subhash Zambad. Further Shri. Suresh Mahadeo Parkar agrees and admits that he will never dispute the above said documents in future. All the sale deeds referred to above are with permission of sale from competent authorities and competent authorities have granted permission for sale. The permission for sales is legal and valid. In pursuance to the compromise filed by the plaintiff & defendants in the above referred case the fifth Civil Judge, Senior Division, Aurangabad has passed Order dated 06.12.2010 in SCS No. 249/2004, & order dated 16.12.2010 in RCS No. 724/1995 passed by the extra Joint CJSD, Aurangabad, both the cases are dispose off, in terms of the compromise.

22. It is seen that, after repayment of entire loan outstanding of the Deogiri Nagri Sahakri Bank Ltd., by Mr. Subhash Manakchand Zambad, the Deogiri Nagri Sahakri Bank Ltd, has issued letter to the Talathi for release its charge from the 7/2 extract of Gut no. 308, 309, 310, 311 & 312 situated at village Satara, Tq. & Dist. Aurangabad & accordingly the revenue authority has sanctioned the mutation bearing No. 24976 & deleted the name of the Deogiri Nagri Sahakri Bank Ltd from the rights column of respective 7/12 extract referred above.
23. That in the year 2012 Mr. Subhash Manakchand Zambad, Shri. Prakash Manakchand Zambad, Shri. Mahendra Manakchand Zambad, Sow. Seema Subhash Zambad obtained N.A. Order U/s 44 of Maharashtra Land revenue code 1966 in file no. 2011/MASHAKA/LAND-1/NAP-34/VILLAGE SATARA,TQ AURANGABAD/PK No. 178 dated 01.12.2012 and thereby converted said land into non-agricultural use and also applied for sanction of layout on 22.02.2012 and said layout sanctioned as per letter no. CIDCO/TPO/AFA-FLP/2015/19 dated 14.08.2015 and converted said land into various plots.
24. That in the year 2013 Mr. Subhash Manakchand Zambad, Shri. Prakash Manakchand Zambad, Shri. Mahendra Manakchand Zambad, Sow. Seema Subhash Zambad filed an application on 07.11.2013 for NOC and Sale permission to collector, Aurangabad, However as per letter no. 2013/LANDREFORM/TENACY/KAWI-2247 dated 14.11.2013 confirmed that NOC or Permission not required for sale or mortgage the property.
25. That In the year 2014 it is seen that, the owner and possessor of Land gut no. 308 admeasuring 03 H 85 R, out of 03 H 05 R, Gut no.309 admeasuring 01H 25R, Gut no.310 admeasuring 03H 81R, Gut no.311 admeasuring 01H 25R, Gut no.312 admeasuring 00H 32R, Gut no.313 admeasuring 01H 98R, Gut no.314 admeasuring 04H 79R, Gut no.317 admeasuring 03H 22R, Gut no.318 admeasuring 02H 70R, totally Admeasuring 22H 90R, all them situated at village Satara Tq. & Dist. Aurangabad, namely Mr. Subhash Manakchand Zambad, Shri. Prakash Manakchand Zambad, Shri. Mahendra Manakchand Zambad, Sow. Seema Subhash Zambad & signed by M/s. Zambad Infrastructure Ltd., & M/s. Zambad Constructions House Pvt. Ltd., through their Director & Authorize Signatory Shri. Subhash Manakchand Zambad, as the consenting party have executed Registered Sale Deed bearing No. 6116 dated 03.01.2014 registered at the office of sub registrar Aurangabad in favour of M/s. Zambad Disha Pride Infrastructure LLP formerly known as M/s. Disha Pride Infrastructure LLP through its authorize partner Shri. Subhash Manakchand Zambad. Accordingly its name came to be recorded in the revenue records as owner and possessor and mutation entry no 27662 was sanctioned.
26. In the year 2015 it is seen that, the Town planning Officer (AFA), CIDCO, New Aurangabad, vide its order bearing No. CIDCO/APO/AFA-FLP/2015/19 dt. 14.08.2015 has approved the Lay Out plan, submitted by M/s. Zambad Disha Pride Infrastructure LLP formerly known as M/s. Disha Pride Infrastructure LLP; with respect to the total land admeasuring 229900.00 sq. mtrs., part of Gut No. 308, 309, 310, 311,312,313,314,317 & 318 of village Satara, Tq. & Dist. Aurangabad & the properties referred under the schedule are from the said Lay Out.
27. That M/s. Zambad Disha Pride Infrastructure LLP formerly known as M/s. Disha Pride Infrastructure LLP filed an application for Sub-amalgamation of land Gut no. 308 to 314, 317 and 318 TILR Aurangabad on dt. 28.07.2016 and TILR Aurangabad after carrying measurement submitted proposal for amalgamation to Superintendent of land Aurangabad on dt. 30.08.2016 and accordingly Superintendent of Land Record Aurangabad as per order no. 791/2016 dated 20.09.2016 and accordingly area of Gut no. 308 to 314, 317 and 318 and area of Vendor LLP came to recorded in land Gut no. 308 admeasuring 22 Hector 90

Are, (As per order 22 Hector 99 Are) Land revenue of Rs. 27.55 Situated at Village Satara Tq. and Dist. Aurangabad and accordingly mutation entry no. 30425 sanctioned and certified on 23.01.2017.

28. That In the year 2020 it is seen that, the town Planning Municipal Corporation New Aurangabad vide its order bearing no. 265 dt. 31/03/2020 has approved the Lay Out plan, submitted by M/s. Zambad Disha Pride Infrastructure LLP formerly known as M/s. Disha Pride Infrastructure LLP for construction permission with respect to the Plot no. 471 to 480 and Plot no. 483 to 487, total admg. 671.24 sq.meters, forming part of land gut no. 308 situated at village Satara, Tq. & Dist. Aurangabad.
29. That In the year 2020 it is seen that, M/s. Zambad Disha Pride Infrastructure LLP formerly known as M/s. Disha Pride Infrastructure LLP has obtained commencement Certificate from Aurangabad Municipal Corporation under the provision of Bombay Provincial Municipal Corporation Act, 1949 vide its order bearing no. 2011/MASKA/JAMIN1/NAP/34/SATARA dt. 31/03/2020.
30. That the M/s. Zambad Disha Pride Infrastructure LLP with its partners namely 1. Mr. Devanand Kotgire, M/s. Pride Ventures (India) Private Limited, 3. Mr. Rajendra Singh Rajpal, 4. Mr. Nitin Bagadia, 5. M/s. Zambad Infrastructure Limited, 6. Mr. Subhash Zambad, 7. Mrs. Seema Zambad, 8. Mrs. Netal Zambad, and 9. M/s Shlok Art Promoters executed _____ GPA in respect of property Plot no. 471 to 480 admeasuring build-up area 456.46 Sq.Mt. and and plot no. 483 to 487 admeasuring build-up area 214.78 Sq.Mt. i.e. totally ameasuring 674.24 Sq.Mt. buyild-up area forming part of Land Gut no. 308 situated at Village Satara Tq. Dist. Aurangabad in favor of Sandesh Subhash Zambad and as per this power of attorney Sandesh Zambad has all the powers to execute all deeds including this deed of declaration, conveyance, any correction deed to take decision regarding this property.
31. That the Row-House being constructed on the property described in Schedule-A, will be known as **"GAIA SHRUSHTI"** and in no case said name will be changed, in this project consist total 15 Row-Houses.
32. That Declaration U/Sec.2-a of **Maharashtra Apartment Ownership Act 1970** is executed and registered at Sr. No. _____/_____ on _____ at the Office of Sub-Registrar Aurangabad, thereby the Proposed residential project known as **"GAIA SHRUSHTI"** is submitted to the provisions of **Maharashtra Apartment Ownership Act 1970**. Copy of INDEX-II enclosed here with as **Annexure-_____**.
 - I. The OWNER/VENDOR obtained necessary permissions by various Govt. departments for development of the said Property and construction of the said Row Houses;
 - II. title Report (which showing the title flow and encumbrances if any, to or upon the said Property) in respect of the said Property issued by Advocate competent to issue the same has been annexed herewith, as **ANNEXURE - A** and The copy of 7/12 extract in respect of the said Property and **ANNEXURE- B** respectively. Search Report and Title Opinion has been handed over separately to the Allottee/Purchaser herein and the same shall be read with this Agreement;
 - III. The Aurangabad Municipal Corporation, being a Planning Authority, under the Maharashtra Regional and Town Planning Act, 1966, has sanctioned the building plan. The relevant copies of the Commencement Certificate is annexed herewith and marked as **ANNEXURE-C**; Pursuant to and in accordance with the afore stated sanction plan and revisions thereof,

sanctioned and approved by the Aurangabad Municipal Corporation, the Owner/Vender has commenced the development on the said property;

- IV. While sanctioning the said plans, the Aurangabad Municipal Corporation Aurangabad/Planning Authority imposed certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner/Vender while developing the said Property and the construction of the said Building and upon due observance and performance of which only the Completion and Occupation certificates in respect of the said Project shall be granted by the Planning Authority;
- V. The Owner/Vender has entered into standard agreement with “Yogesh Zavar” an architect registered with the council of architects and such agreement is as per the agreement prescribed by the council of architects and the also appointed Mr. Sameer Chandwadkar structural engineers for the preparation of the structural design and drawings of the said Building and the Owner/Vender accepts the professional supervision of the architect and the structural engineer or any replacement thereof till the completion of the said Building.
- VI. The Owner/Vender has at the time of allotment and prior to the execution hereof, as demanded by the Row House Purchaser given inspection to the Row House Purchaser of all documents of title relating to the said Project Property and the plans, designs and specifications prepared by the Architect; copies of documents inter alia such as all sanctions, permissions, licenses, clearances etcetera issued in favour of the Owner/Vender by various local/government/semi government bodies; right of the Developer/Builder to develop the said Project on said property; and all other related documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, (said “ACT”) and the Allottee/Purchaser has satisfied himself about the plans, designs and specifications of said Row House, title of the Owner/Vender to the said Project Property, and Owner/Vender having development rights to develop the said Project property including and to allot and sell the said Row House;
- VII. That the carpet area of the said Row House Project is in square meters and "carpet area" means the net usable floor area of a Row House, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Row House for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Row House for exclusive use of the Allottee/Purchaser, but includes the area covered by the internal partition walls of the Row House;

Explanation:- The Carpet area stated herein includes the area covered by the internal partition walls which may be constructed of plain AAC/bricks, reinforced bricks, clay, terracotta, drywall, concrete plain or reinforced, drywall, shear walls, precast concrete as those being walls that are partitions within the internal area of the Row House and also

includes area covered by internal and attached Column's/Pillars to the internal partition walls of the Row House.

- VIII. The Row House Purchaser knowing well above facts and having satisfied with the sanction plan, specifications, design, areas, location of the Row House project, amenities, common area, title documents, sanctions, applied for allotment of a residential Row House bearing No. _____, admeasuring _____ Sq.Mtrs. Carpet area, _____ Sq.Mt. in **GAIA SHRUSHTI** being constructed on the said property, the Row House is more particularly described in the **Schedule-B** written hereunder and delineated in red in the floor plan which is also part of the said **Schedule-B**, with general specifications of construction more particularly described in the **ANNEXURE-E** written hereunder, which Row House is hereinafter referred to as the said "Row House"; (For the sake of convenience of registration, smaller image of the relevant Floor Plan of building sanctioned by the Planning Authority and certified by the Architect is annexed as **Schedule-B** and a copy of sanctioned plan is separately provided to the Row House Purchaser).
- IX. Relying upon the said application the Owner/Vender agreed to allot to the Row House Purchaser herein the said Row House no. _____ at the price and on the terms and condition hereinafter appearing, and the Owner/Vender issued to the Row House Purchaser an "**ALLOTMENT LETTER**" dated _____ to that effect; That 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;
- X. Prior to the execution of these presents the Row House Purchaser has paid to the Owner/Vender a sum of Rs. _____/- (Rupees _____ only) (not exceeding 10 % of the total consideration) as advance payment in compliance with clause 13(1) of the said Act), being part payment of the sale price/consideration of the Row House agreed to be sale by the Owner/Vender to the Row House Purchaser as advance payment or earnest money deposit, or holding amount or application fee (the payment and receipt whereof the Owner/Vendor both hereby admit and acknowledge) and the Row House Purchaser agreed to pay to the Owner/Vender the balance of the sale price/consideration in the manner hereinafter appearing;
- XI. The Owner/Vender hereby clarifies that it has withdrawn all its advertisements and brochures etc in respect of the said Project published prior to _____ and the same are not in use since then; and the Row House Purchaser hereby acknowledges the same. The Row House Purchaser further hereby admit and confirms that he has relied only on the

specification, elevation and drawing given in respect of the said Project by the Owner/Vender only after Dt. _____;

- XII. The Row House Purchaser having satisfied with the specification of the said Row House; and with the above said title documents and sanctions inspected by him/her, agreed to purchase the said Row House from the Owner/Vender and the Owner/Vender agreed to allot the same to the Row House Purchaser for and at the price hereinafter mentioned;
- XIII. The Owner/Vender has registered the said Project under the provisions of the said Act with the Real Estate Regulatory Authority on Dated _____ bearing Registration No. _____; the authenticated copy of the same is annexed hereto and marked as **ANNEXURE-_____**
- XIV. Under section 13 of the said Act the Owner/Vender is required to execute a written Agreement for sale of said Row House with the Row House Purchaser, being in fact these presents and to register the 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 Owner/Vender hereby agrees to sell and the Row House Purchaser hereby agrees to purchase the said Row House and the parties hereto therefore have executed this Agreement for sale to witness the terms and conditions thereof and in compliance with Section No.13 of the said Act, as under :-

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

1. The Owner/Vender shall construct one residential Project consisting of 15 Row Houses on said property in accordance with the plans, designs and specifications as approved by the Planning Authority from time to time.
2. Provided that the Owner/Vender shall have to obtain prior consent in writing of the Row House Purchaser in respect of variations or modifications which may adversely affect the Row House of the Row House Purchaser except (i) any alteration or addition required by any Government authorities or due to change in law, or (ii) the Owner/Vender may make such minor additions or alterations as may be required by the Row House Purchaser, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Row House Purchaser.
3. The Owner/Vender does hereby agree to sale, transfer and otherwise convey in the manner hereinafter mentioned, the Row House bearing No. _____, admeasuring _____ Sq.Mtrs. Carpet area, _____ Sq.Mt. in **GAIA SHRUSHTI** which discribed in **Schedule-B**, residential Building being constructed on the said property described in

Schedule-A unto and in favour of the Row House Purchaser herein, subject to the terms and conditions hereof and the Row House Purchaser does hereby agrees to purchase the same from the Owner/Vender for the total consideration of Rs._____/ - (Rupees _____) including cost of proportionate common area, and out of which Rs._____/ - (Rupees _____) Purchaser has paid the earneast amount to Developer/Builder as under :-

S r	Cheque	Date	Amount	Bankers
1.				
2.				
3.				
4.				
		Total		

As such Owner/Vender hereby acknowledges the receipt of the same. The purchaser shall pay the remaining amount of consideration of in the manner provided in the clause No. 4 hereof.

3. The above said total consideration excludes Taxes (consisting of tax paid or payable by way of **GST (Goods and Service Tax), Cess, payment for electricity connection, electricity infrastructure charges, stamp duty, registration charges and payment relating to extra items etc.** or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Row House and the above said total consideration 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 Owner/Vender undertakes and agrees that while raising a demand on the Row House Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner/Vender 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/Purchaser, which shall only be applicable on subsequent payments. The Owner/Vender may charge the Row House Purchaser separately for any up-gradation /changes specifically requested, made changes in specification or additional work other than agreed in specification or approved by the Allottee/Purchaser in fittings, fixtures and specifications and any other facility which have been done on the Allottee/Purchaser request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

4. In consideration thereof the Row House Purchaser paid and/or agreed to pay the above said total consideration for the purchase of the said Row House to the Promoter and the Owner/Vender agreed to accept the same from the Row House Purchaser as per the Payment Schedule as under :-

Amount	Particulars or Stage of Payment
Rs._____	10% of the total price payable by the Row House Purchaser to the Owner/Vendor as token amount.
Rs._____	10% of the total price payable by the Row House Purchaser to the Owner/Vendor at the time of on execution of Agreement to sale.
Rs._____	25% of the total price payable by the Row House Purchaser to the Owner/Vendor at the time of commencement of the 1st slab of the Row House.
Rs._____	25% of the total price payable by the Row House Purchaser to the Owner/Vendor at the time of commencement of the 2nd slab of the Row House.
Rs._____	15% of the total price payable by the Row house Purchaser to the Owner/Vendor on completion of walls, internal plaster, floorings, doors and windows of the said Row house.
Rs._____	10% of the total price payable by the Purchaser to the Owner/Vendor on Completion the external plumbing, and external plaster, elevation, terraces, sanitary Fittings with waterproofing of the said Row house.
Rs._____	05% Balance amount of the total price payable by the Row house Purchaser to the OWNER/VENDOR at the time of delivery of possession on or after occupancy of certificate or completion certificate of the said unit.
Rs._____	Total (_____ Only) amount (100%)

5. That, on completion of the Row-House, the purchaser shall be given intimation by the Owner/Vendor and within a **15 days** from the said intimation the purchaser will have to pay all the dues towards the price of the Row-House, GST and other applicable cess, payment for electricity connection, electricity infrastructure charges and payment relating to extra items and get the Sale Deed executed in his/her/their favour at his/her/their own cost and take the possession of the Row-House.
6. Subject to the terms of this Agreement and the Owner/Vendor abiding by the construction mile stones, the Row House Purchaser shall make all payments, on demand by the Owner/Vendor, within the stipulated time as mentioned in the Payment Schedule through A/c Payee cheque/demand draft only or online payment (as applicable) in favour of **M/s. _____** The Owner/Vendor herein on due date/or on reaching aforesaid

construction milestone / stage as mentioned here in above, shall intimate the amount payable in writing or by digital email to the Purchaser and the Row House Purchaser shall make payment of such due amount to the Owner/Vendor within seven days from the date of such intimation. The Row House Purchaser herein specifically agrees that he/she/they shall pay the total consideration along with the **GST** at actual applicable and such other applicable taxes, charges etc...

7. The Owner/Vendor may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Row House Purchaser as per the aforesaid payment schedule. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Row House Purchaser by the Owner/Vendor.
8. The Owner/Vendor shall confirm the final carpet area, that has been allotted to the Purchaser after the construction of the said Building/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, enclosed balcony area, subject to a variation cap of (03%) three percent. If there is any increase in the carpet area and enclosed balcony area allotted to Purchaser, the Owner/Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause no. 2 of this Agreement.
9. The Row House Purchaser authorizes the Owner/Vendor 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 Owner/Vendor may in its sole discretion deem fit and the Row House Purchaser undertakes not to object/demand/direct the Owner/Vendor to adjust his payments in any manner.
10. Without prejudice to the right of the Owner/Vendor to take action for breach arising out of delay in payment of the instalments on the due dates, the Row House Purchaser shall be bound and liable to pay interest as specified in the Rules of the said Act, with monthly rests, on all amounts which become due and payable by the Purchaser to the Owner/Vendor till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Owner/Vendor under this Agreement, nor shall it be construed as condonation of delay by the Owner/Vendor. The amount of interest may be informed to the Allottee/Purchaser from time to time or on completion of the said Project and the Row House Purchaser has/have agreed to pay the same as and when demanded before the possession of the said Row-House.

11. Without prejudice to the right of Owner/Vendor to charge interest in terms of above mentioned clause, on the Row House Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Owner/Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Owner/Vendor shall at his own option, may terminate this Agreement:

Provided that, Owner/Vendor shall give notice of fifteen days in writing to the Row House Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his/her 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 Purchaser fails to rectify the breach or breaches mentioned by the Owner/Vendor within the period of notice then at the end of such notice period, Owner/Vendor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Owner/Vendor shall refund the amount till then received from the Row House Purchaser without any interest thereon within a period of 30 days, by deducting; (i) an amount of **Rs.1,00,000/- (Rupees One Lakh Only)** towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Purchaser, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST or any other taxes charged by the Owner/Vendor to the Purchaser till the date of such termination and the Owner/Vendor herein shall be entitled to deal with the said Row-House with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Owner/Vendor shall not be considered as waiver of Owner/Vendor absolute right to terminate this Agreement. For whatsoever reason if the Purchaser herein, without any default or breach on his/her/their part or on the part of the Owner/Vendor, desire to terminate this agreement/ transaction in respect of the said Row-House then, the Row House Purchaser herein shall issue a prior written notice to the Owner/Vendor informing the intention of the Purchaser to terminate this Agreement and on such receipt of notice the Owner/Vendor herein shall be entitled to deal with the said Row-House with prospective buyers. After receipt of such notice of intention to terminate this Agreement the Owner/Vendor shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation, the Purchaser shall be entitled to receive the refund of the amount till then paid by the Purchaser to the Owner/Vendor without any interest thereon within a period of six months, by deducting; (i) an amount of **Rs.1,00,000/- (Rupees One Lakh Only)**

towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Purchaser, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST and LBT charged by the Owner/Vendor to the Purchaser till the date of such termination.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said Row-House between the Owner/Vendor and Purchaser herein terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the Owner/Vendor and Purchaser herein, in respect of the said Row-House, shall stand automatically cancelled and either party have no right, title, interest or claim against each other.

12. The Owner/Vendor shall have first and permanent lien and charge upon the said Row-House and the right, title and interest of the Row House Purchaser therein for all moneys due and payable by the Purchaser to the Owner/Vendor under this agreement.
13. The Owner/Vendor shall construct on the said property the said Building in accordance with plans, designs and specifications as seen and approved by the Row House Purchaser prior to the execution of this agreement and duly approved by the planning authority with such variations and modifications as the Owner/Vendor in their absolute authority may consider expedient. Provided that the Owner/Vendor shall have to obtain prior consent in writing of the Row House Purchaser in respect of variations or modifications which may adversely affect the Row-House of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.
14. The Owner/Vendor hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, which have been imposed by the public bodies, various Govt. departments, authorities, including planning authority at the time of sanctioning the building plans or thereafter. The Owner/Vendor shall, before handing over possession of the said Row-House to the Row House Purchaser obtain from the concerned local authority completion / occupation certificate in respect inter alia of the said Row-House. The terms, conditions, stipulations and restrictions imposed by the concerned authorities at the time of sanctioning the building plans or thereafter shall also be binding on the Row House Purchaser herein and all Purchaser of the Row-House of the said Project and Owner/Vendor.
15. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Owner/Vendor in the said project are as set out in **Annexure-F**, annexed hereto.

16. The covenants relating to the procedure of possession as agreed by and between the parties to this Agreement are as follows:-

a. The Owner/Vendor agrees and understands that timely delivery of possession of the Row-House is the essence of this Agreement. Subject to receipt of total consideration and dues of the Owner/Vendor and taxes thereon are paid by the Purchaser in respect of the said Row-House on time, in terms of these presents, the Owner/Vendor, based on the approved plans and specifications, assures to handover possession of the said Row-House **on or before 31ST December 2021 (i.e. date of possession). Provided** that the Owner/Vendor shall be entitled to reasonable extension of time as agreed by and between the Purchaser and the Owner/Vendor for giving possession of the Row-House on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration.

Further if the completion of Project in which the Row-House is to be situated is delayed on account of :-

(i) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project or due ban on construction due to shortage of sand or water etc by local body the Purchaser has committed any default in payment of instalment as mentioned here in above (without prejudice to the right of the Owner/Vendor to terminate this agreement mentioned herein above), any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Purchaser, non-availability of steel, cement or any other building materials, water or electric supply, any delay on the part of the Office of the Collector, Aurangabad or any other Public Body or Authority, including the MSEDCL, in issuing or granting necessary Certificates/ Noc's/Permissions /Licenses/Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Owner/Vendor on the said land, any other reasons beyond the control of the Owner/Vendor or ("Force Majeure").

(ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under the said Act for reason where actual work of said Project/building could not be carried by the Owner/Vendor as per sanctioned plan due to specific stay or injunction orders relating to the said Project from any Court of Law, or Tribunal, Competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

b. If, however, the completion of the said Project is delayed due to the Force Majeure conditions then the Row House Purchaser agrees that the Owner/Vendor shall be entitled to the extension of time for delivery of possession of the Row-House, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Row House Purchaser agrees and confirms that, in the event it becomes impossible for the Owner/Vendor to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Vendor shall refund to the Purchaser the entire amount received by the Owner/Vendor from the Purchaser within 30 days' from that date without any interest. After any refund of the money paid to the Purchaser, Purchaser agrees that he/she/they shall not have any rights, claims etc. against the Owner/Vendor and that the Owner/Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

c. The Row House Purchaser further agree that even where 'substantial completion' of works has been done and after receiving Occupancy Certificate from the competent authority possession of the said Row-House shall be given. That substantial completion would mean works done that do not affect his/her/their use or occupation of his/her/their Row-House and he can cohabit in the said Row-House. However if the Owner/Vendor is not allowed by the Purchaser or any person on his/her/their behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Owner/Vendor.

d. The Owner/Vendor, upon obtaining the Occupancy Certificate from the Planning Authority shall offer in writing to the Purchaser intimating that, the said Row-House is ready for use and occupation. The Row House Purchaser herein shall inspect the said Row-House in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of total consideration and dues and taxes thereon to the Owner/Vendor as per terms and conditions of this Agreement and take the possession of the said Row-House within 15 days' from the date of written intimation issued by the Owner/Vendor to the Purchaser herein. The Owner/Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Owner/Vendor. The Purchaser agrees to pay the maintenance charges as determined by the Owner/Vendor body of the Row House Purchaser/association of Purchasers, as the case may be. It shall be expressly agreed that wherever it is the responsibility of the Purchaser to apply and get necessary services the same shall not be undertaken by the Owner/Vendor and the Purchaser shall be solely responsible for the same.

e. Upon receiving a written intimation from the Owner/Vendor as stated hereinabove, the Purchaser shall take possession of the said Row-House from the Owner/Vendor by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement, and the Owner/Vendor shall give possession of the said Row-House to the Purchaser. In case the Purchaser fails or commits delay in taking possession of said Row-House within the time provided hereinabove, such Purchaser shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Flat/Row-House and the Owner/Vendor shall not be liable for the maintenance, wear and tear of the said Row-House.

f. After obtaining the occupancy certificate and handing over physical possession of the said Row-House to the Purchaser, it shall be the responsibility of the Owner/Vendor to handover the necessary documents and plans, including common areas, to the association of the Purchaser or the competent authority, as the case may be, as per the local laws. Further that the Row House Purchaser has given his/her/their specific confirmation herein that the responsibility of title of the properties mentioned in the **Schedule No. A & B** shall be on the Owner/Vendor up and until the conveyance of the same as envisaged hereinafter.

g. Except for occurrence of the events stating herein above, if the Owner/Vendor fails to complete or is unable to give possession of the said Row-House; (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Owner/Vendor on account of suspension or revocation of the registration under the said Act; or for any other reason; the Owner/Vendor shall be liable, on demand to the Purchaser, in case the Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Row-House by deducting applicable taxes and charges, with the interest as specified in the Rules of the said Act with the interest as per State Bank of India highest Marginal cost of Landing rate plus 2 % percent per annum within 30 days including compensation in the manner as provides under the Act. Provided that where if the Purchaser does not intend to withdraw from the said Project, the Owner/Vendor shall pay the Purchaser interest as specified in the Rules of the said Act, on all amounts paid by the Purchaser, for every month of delay, till handing over of the possession of the said Row-House.

17. Time is an essence of this Agreement for the Owner/Vendor as well as the Purchaser. The Owner/Vendor shall abide by the time schedule for completing the project and handing over the Row-House to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/Vendor as provided hereinabove ("Payment Schedule" above for brevity).
18. If within a period of 05 years as specified in the Rules of said Act, the Purchaser from the date of handing over the said Row-House or within 15 days from the date of intimation by the Owner/Vendor to take the possession of the said Row-House whichever is earlier, brings to the notice of the Owner/Vendor any structural defect in the Row-House or the building in which the Row-House is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectified by the Owner/Vendor at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Owner/Vendor, compensation for such defect in the manner as provided under the Act.
19. Provided however, that the Row House Purchaser shall not carry out any alterations of the whatsoever nature in the said Row-House/Passage/Balcony/Parking area or any place of the said Building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Owner/Vendor the defect liability automatically shall become void.
20. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Owner/Vendor, and shall not mean defect/s caused by normal wear and tear and by negligent use of Row-House by the Occupants, vagaries of nature etc.
21. That it shall be the responsibility of the Purchaser to maintain his/her/their Row-House in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/her/their Row-House are regularly filled with white cement/epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Owner/Vendor to the Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said Row-House or Building, and if

the annual maintenance contracts are not done/renewed by the Purchaser the Owner/Vendor shall not be responsible for any defects occurring due to the same.

22. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Row-House and the common project amenities wherever applicable.
23. That the Row House Purchaser has been made aware and the Purchaser expressly agrees that the regular wear and tear of the entire Building 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. Provided further that any deviation in usage/maintenance of the said Row-House in contravention to User Manual shall amount to default on part of the Purchaser towards proper maintenance of the residential building and the Purchaser shall not be entitled to claim any compensation against defect liability from the Owner/Vendor. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the said Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Purchaser shall permit the Owner/Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
24. Howsoever for the purpose of defect liability on towards the Owner/Vendor, the date shall be calculated from the date of handing over possession to the Purchaser for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Row-House by the Owner/Vendor whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said building as stated in this Agreement. That further it has been agreed by the Purchaser that any damage or change done within the Row-House sold or in the building / phase / wing done by him/them or by any third person on and behalf of the Purchaser then the Purchaser expressly absolves the Owner/Vendor from the same.
25. The Owner/Vendor hereby represents and warrants to the Purchaser as follows:
 - i. The Owner has clear and marketable title with respect to the said Property; as declared in the title certificate /report annexed to this agreement and the Owner/Vendor

has the requisite rights to carry out development upon the said Property/Project Land and also has actual, physical and legal possession of the said Property for the implementation of the Project;

- ii. The Owner/Vendor 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 upon the said Property or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said Property or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, said Property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Property and said building/wing shall be obtained by following due process of law and the Owner/Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building/wing and common areas;
- vi. The Owner/Vendor 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 Purchaser created herein, may prejudicially be affected;
- vii. The Owner/Vendor has not entered into any agreement for sale and/or any other agreement / arrangement orally or in writing with any person or party with respect to the said Property, including the Project and the said Row-House which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement; other than the encumbrances mentioned in Title Report.
- viii. The Owner/Vendor confirms that the Owner/Vendor is not restricted in any manner whatsoever from selling the said Row-House to the Allottee/Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance of the structure to the association of Purchasers the Owner/Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
- x. The Owner/Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owner/Vendor in respect of the said Property and/or the Project except those disclosed in the title report.
26. The Row House Purchaser or himself/herself/themselves with intention to bring all persons into whosoever hands the said Row-House may come, hereby covenants with the Owner/Vendor as follows :-
- i. To maintain the Row-House at the Purchaser own cost in good and tenantable repair and condition from the date that of possession of the Row-House is taken and shall not do or suffer to be done anything in or to the building in which the Row-House is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Row-House is situated and the Row-House itself or any part thereof without the consent of the local authorities, if required.
 - 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 building in which the Row-House is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Row-House is situated, including entrances of the building in which the Row-House is situated and in case any damage is caused to the building in which the Row-House is situated or the Row-House on account of negligence or default of the Purchaser in this behalf, the Purchaser 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 Owner/Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Row-House is situated or the Row-House which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Row House Purchaser committing any act in contravention of the above provision, the Purchaser 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 building in which the Row-House is situated and shall keep the

portion, sewers, drains and pipes in the Row-House and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Row-House is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Row-House without the prior written permission of the Owner/Vendor.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the building in which the Row-House is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 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 said Property/Project Land and the building in which the Row-House is situated.
- vii. Pay to the Owner/Vendor within fifteen days of demand by the Owner/Vendor, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Row-House is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Row-House by the Row House Purchaser for any purposes other than for purpose for which it is sold.
- ix. The 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 Row-House until all the dues payable by the Purchaser to the Owner/Vendor under this Agreement are fully paid up.
- x. The Purchaser shall observe and perform all the rules and regulations may adopt and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Row-House 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 and also adhere the bylaws mentioned in Deed of Declaration **U/s. 2-a Maharashtra Apartment Ownership Act 1970**. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Owner/Vendor regarding the occupancy and use of the Row-House in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. The Purchaser shall not be entitled to claim possession of the said Row-House until the Occupancy/Completion Certificate is received from the local authority and the Row

House Purchaser has paid all dues payable under this Agreement in respect of the said Row-House to the Owner/Vendor and has paid the necessary maintenance amount/deposits, GST and other applicable Cess and other taxes payable under this Agreement.

- xii. That the Purchaser shall indemnify and keep indemnifying the Owner/Vendor against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Purchaser.
- xiii. That any nominated surveyor/architect appointed for specific purposes stated in this covenant the fees of which shall mutually decide by and between the Owner/Vendor and the Purchaser and the same shall be paid by the Purchaser as agreed mutually.
- xiv. That nothing herein contained shall constitute as entitling the Purchaser any right on any of the adjoining, neighbouring or the remaining buildings/common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Row House Purchaser to the Owner/Vendor in this regards.
- xv. That, from the date of possession of Row-House, the Purchaser will be bound to pay all the taxes of local authority and other taxes attributable to the Row-House purchased by him, whether assessed separately or not. Similarly from the date of sale deed or possession whichever is earlier, the Purchaser is liable to pay common maintenance charges without any demur, either he/she/they may use or not use the said Row-House personally or through anybody claiming through him.
- xvi. That the Row House Purchaser will also be liable to pay all the expenses required for the execution and registration of the conveyance deed in his favour. That the purchaser of **Row-house** is liable to pay **Rs._____-/-** towards one time initial corpus fund for common maintenance **deposit**, this amount collected and deposit in separate account and Owner/Vendor have no concern with the same and in addition to this, the Purchaser is liable to pay monthly contribution of **Rs._____-/-** without any demur. The Owner/Vendor will do common maintenance of the project only for **12 months** from the date of first possession handover to any of the purchaser in the project and after 06 Months, all the Purchaser's shall do the work of maintenance work on their own, even they use or not use the said unit and Owner/Vendor will not be responsible in any manner.

27. The Row House Purchaser has inspected the sanctioned plans of the said Building of the said Project and the conditions stipulated therein by the Planning Authority and the Purchaser shall not raise any complaint / objections of whatsoever nature and shall abide by the same all time, and after having covenanted to that effect in favour of the Owner/Vendor, the Allottee/Purchaser has agreed to purchase the said Row-House from the Owner/Vendor.

28. The CIDCO or any local body not provided potable water in Satara locality at present as per condition of commencement certificate, however Owner/Vendor provided one bore well for each Row House in bore well at present sufficient water available, in case in future any shortage of water in that situation all the Purchaser shall make arrangement at their own cost. The Owner/Vendor shall not be in any way responsible for non-supply or inadequate supply of water to the Project.
29. The Row House Purchaser shall not use or permit to be used the said Row-House or any part thereof for any purpose other than purpose as allowed by Planning Authority at the time of sanctioning the plan of the proposed building or at any time thereafter.
30. The Purchaser shall not let, sublet, transfer, assign or part with the possession of the said Row-House or any part thereof nor shall the Purchaser create any lease, lien, mortgage, charge and/or any other encumbrances and/or third party interest in and/or any respect of the said Row-House or any part thereof and/or in respect of any of the rights hereunder conferred upon the Purchaser in any manner whatsoever until entire consideration and all dues, taxes and GST at actual etc. payable by the Purchaser under this agreement are paid in full and only if the Purchaser has/have not committed any breach of any of the term and condition of this agreement and without obtaining previous permission in writing of the Owner/Vendor to whom the said Property/Project Plots and the said Building thereon may have been leased, assigned or transferred in the manner inter alia hereby envisaged.
31. After the Owner/Vendor executes this Agreement he shall not mortgage or create a charge on the said 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 Purchaser who has/have taken or agreed to take such Row-House.
32. If the Row House Purchaser is purchasing the said Row-House from the Owner/Vendor for investment purpose, then the Purchaser shall be entitled to sell the said Row-House even during the construction stage to any person of own choice. The Owner/Vendor shall issue in his favour necessary No-Objection Certificate to that effect and also shall co-operate the Purchaser in that regard, provided i) the Purchaser pays entire consideration amount to the Owner/Vendor before so selling the said Row-House, and ii) the subsequent Purchaser of the said Row-House absolutely consents to abide by all terms and condition of this Agreement and also Deed of Declaration executed by Owner/Vendor for all purposes and unconditionally agrees to stand in the shoes of the Purchaser. If the Purchaser transfers/assigns the said Row-House in favour of the subsequent Purchaser within stipulated period laid down by relevant law/s time being in force the Purchaser

subsequent Purchaser will be entitled to applicable discount, if any, by way of adjustment in the stamp duty payable on the transaction, subject to prevailing provisions of the Maharashtra Stamp Act, 1958.

33. The Row House Purchaser prior to the execution hereof has/have perused (a) all the documents under which the Owner/Vendor acquired the ownership rights in respective portions of the said Property, (b) all documents under which the Owner/Vendor acquired title and ownership rights over the said Property and to sell the Row-House constructed by the Owner/Vendor in the course of such development of the said Property and (c) all the orders, permissions and/or sanctions granted by the diverse authorities for such development of the said Property and are satisfied with the legality and adequacy of the same.
34. The Purchaser shall use the Row-House or any part thereof or permit the same to be used only for purpose of residence only. He shall use the parking space only for purpose of keeping or parking vehicle only.
35. The Purchaser along with other Purchaser(s) of Row-House shall join in forming and registering the Association or Society to or some such name as the Owner/Vendor 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 and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Owner/Vendor within seven days of the same being forwarded by the Owner/Vendor to the Purchaser, so as to enable the Owner/Vendor to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association or Deed of Declaration 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.
36. As mentioned herein above, a single Association or Co-operative Housing Society shall be formed and registered for the building as and when required. The Owner/Vendor shall submit the application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 within three months from the date on which fifty one per cent of the total number of Purchasers in such a Row-House have booked this Row-House.
37. The Owner/Vendor shall execute conveyance in respect of the entire undivided or inseparable land underneath all building, in favour of a Co-operative Housing Society if needed, on or before _____ subject to force majeure or the circumstances beyond the control of the Owner/Vendor and also subject to reasonable extension and also subject to

the Rights of the Owner/Vendor to dispose of the remaining Row-House, if any, Provided that, after conveying the title to the association of Purchasers as mentioned in above, the Owner/Vendor shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any Row-House or building which is still not sold or allotted and shall be allowed to do so by the Co-operative Housing Society or Maintenance Society without any restriction on entry of the building and development of common areas: Provided further that, in such case, the Owner/Vendor shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned here in above.

38. Under no circumstances, the Purchaser or the organization of the Purchaser shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Purchaser including in their share of contribution in maintenance charges either to the Owner/Vendor or to any other agencies or authorities, is actually paid by such Purchaser/ organization of purchasers, All expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Purchaser only.
39. The Conveyance of Title as envisaged under the Real Estate (Regulation and Development) Act, 2016 and rules there under in respect of the said Row-House shall be as under :-
 1. The said Project shall be known and called as **“GAIA SHRUSHTI”**.
 2. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and The **Maharashtra Apartment Ownership Act 1970 and rules there under**.
 3. That Owner/Vendor after completion of the said Project as per provisions of the Maharashtra Apartment Ownership Act 1970, the promoter will form and register Association or Co-operative society or Maintenance Society. The Purchaser shall observe rules and regulations of the Society.
 4. The amenities/facilities, common areas and rights of ways et cetera as enlisted in Annexure-I shall be enjoyed by all the Purchasers of said Project jointly, unless the Owner/Vendor has provided otherwise. After completion of the said Project the common areas and amenities/ facilities as enlisted in the Annexure-I shall be handed over by the Owner/Vendor Allottee/Purchaser and they shall maintain the same. The cost of stamp duty and registration fees and other incidental costs in this regard shall be borne by the respective Row-House Purchasers.
 5. Under no circumstances, the Purchaser shall be entitled to such conveyance, unless entire amount of total consideration or any other amounts of money payable under this

Agreement or as may be otherwise agreed, by the Purchaser either to the Owner/Vendor or to any other agencies or authorities are actually paid by the Purchaser.

40. The Owner/Vendor shall give membership of the Purchaser only on receiving entire consideration and/ or other dues and deposits from him. Further the Purchaser shall sign necessary forms, papers and documents as per the direction of the Owner/Vendor as and when required by the Owner/Vendor.

41. The Row House Purchaser shall on or before delivery of possession of the said Row-House keep deposited and paid with the Owner/Vendor, the following amounts:-

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

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

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

(iv) Rs. _____/- for electric connection, infrastructure, meter charges, cabling as well sub-station to be provided in said project formation.

(v) The Purchaser shall pay to the Owner/Vendor a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Owner/Vendor in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

(vi) That the purchaser of **Row-House** is liable to pay Rs. _____/- on account of corpus amount towards common maintenance charges payable within 15 days from the date of letter of offering possession of the said Row-House to meet the common expenses i.e. common taxes, fees, electricity charges, all AMCs, sanitary and other utility services, and other services and amenities of the said Property/Project Land and in the building/s standing thereon and the said Property/Project Land including remuneration, salaries and wages of watchmen, supervisors, sweepers, and other persons that may be employed for the aforesaid purposes or any of them and in respect thereof and the Purchaser shall not withhold any payment of the amount demanded by the Owner/Vendor under this clause on any ground whatsoever. The Row House Purchaser hereby admits that aforesaid amount of maintenance is only indicative amount and actual amount that may be demanded by the

Owner/Vendor may differ. In case actual expense exceeds the estimate the Owner/Vendor shall be entitled to demand additional amount towards such short fall.

The Purchaser admit/s and confirm/s that he/she/they will be punctual for paying contribution of maintenance charge amount to Owner/Vendor or. The Purchaser shall not be entitled to any interest on sums so paid.

42. It is explicitly and irrevocably agreed, by the Purchaser that this purchase by the Purchaser is as joint Tenants and not Tenants in common. Hence, in the event of death of any of the Allottee/Purchaser on receipt of intimation thereof with required evidencing documents, by the Joint Purchaser, the name of such deceased Purchaser shall be deleted and the ownership shall completely vest exclusively with Joint Purchaser and to exclusion of any other heirs of such deceased Purchaser. However it is explicitly made clear that if any claimant other than the executants in this Agreement claims, rights, title and interest in the said Row-House then it is the sole responsibility of the remaining Co-Purchasers to settle dispute/disagreement in respect of this covenant and same has to be settled at the cost of the remaining Co-Purchasers. The Owner/Vendor is not responsible in any manner whatsoever for cost & consequence.
43. That any delay tolerated, indulgence shown by the Owner/Vendor in enforcing the terms of this Agreement or for any forbearance or giving of time to the Purchaser by the Owner/Vendor shall not be considered or construed as a waiver on the part of the Owner/Vendor of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Owner/Vendor.
44. 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 or of the said Property and Building or any part thereof. The Purchaser 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, terraces, recreation spaces, will remain the property of the Owner/Vendor, until the conveyance is made in favour of the society, as envisaged hereinbefore. It is further certifies that the Owner/Vendor already submitted this project “**GAIA SHRUSHTI**” to Apartment Ownership Act 1970 by executing Deed of Declaration U/s. 2 A of said act, as per provisions of 10 (2) **Maharashtra Ownership** (Regulation of the promotion of construction, sale, management and transfer) **Act**, 1963, If any property consisting of building or buildings is constructed or to be constructed 2 [and the promoter submits such property to the provisions of the Maharashtra Apartment Ownership Act, 1970, by executing and registering a Declaration as provided by that Act] then the promoter shall inform the

Registrar as define in the Maharashtra Co-operative Societies Act, 1960, accordingly; and in such cases, it shall not be lawful to form any co-operative society or company. In view of these legal position the Owner/Vendor if necessary will execute conveyance if favour of propose Association or society or apex body as and when required.

45. The Purchaser shall not any time demand partition of his/her/their interest in the said Row-House and/or in the said Property/Building prior to the conveyance as envisaged herein and it is hereby agreed and declared that the interests of the Purchaser in the said Row-House and/or in the said Property/Building are impartible and it is agreed that the Owner/Vendor shall not be liable to execute and/or cause to be executed any conveyance or any other document in respect of the said Row-House in favour of the Purchaser except as is herein expressly provided.
46. All direct and indirect taxes as imposed/ to be imposed by the government, semi-government, local authorities, any statutory body, et cetera in respect of the said Property / Building and/ or the said Row-House and/ or this Agreement and/ or this transaction shall be borne and paid exclusively by the Purchaser. The Purchaser hereby undertake to indemnify and keep the Owner/Vendor indemnified all the time and keep the Owner/Vendor harmless from all losses that may be suffered by the Owner/Vendor on account of non-payment and/ or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings et cetera and other defaults, or any breach of terms and conditions of this Agreement on part of the Purchaser.
47. By reasons of any judgment of court of law or amendment to the constitution or enactment or amendment of any other Central or State Laws at present in force or under laws that may come in force in future, if the transaction under this Agreement is held liable now or any time in future, to taxes such as GST et cetera under concerned Acts/Rules/ Legislations et cetera, as a sale or otherwise, either wholly or in part any inputs or material or equipment's used or supplied in execution or in connection with this transaction, such taxes shall be exclusively payable by the Purchaser on demand at any time without rendering either the Owner/Vendor liable in this behalf in any manner whatsoever. In such an event the Owner/Vendor shall have the right to recover/collect, such taxes, duties by the Row House Purchaser.
48. The Row House Purchaser hereby agrees that till the management of the said Building of the said Project is handed over to all the Purchasers participating in the said Project, the Owner/Vendor shall be entitled to look after day to day maintenance of the said Project/Building to be constructed on the said Property up to 06 Months from handing over 1st possession of Row-House.

49. The Purchaser has willingly participated in the said Project of the Owner/Vendor and Purchaser shall pay to the Owner/Vendor the agreed total consideration and other deposits or outgoings punctually and diligently. The Purchaser hereby indemnifies the Owner/Vendor from all losses that may be incurred by the Owner/Vendor on account of such non/delayed payment and Purchaser hereby indemnifies to keep the Owner/Vendor harmless and free from such losses.

50. The Owner/Vendor shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.

51. All notices to be served on the Purchaser in connection with this Agreement shall be deemed to have been duly served on the Purchaser if sent to any one of the Allottee/Purchaser by Registered Post/ Speed Post / E-mail at following address:

Name & Address of Purchaser:-

Notified Email ID: _____

52. All notices to be served on the Owner/Vendor in connection with this Agreement shall be deemed to have been duly served on the Owner/Vendor if sent by Registered Post/ Speed Post at their following address:

Name of Owner/Vendor:-

M/s. Zambad Disha Pride Infra Structure LLP., A LLP registered under the company Act having its registered office at 101, Sai Trade Center, RTO Road, Front of Railway Station, Aurangabad - 431001 having LLP Identification No. AAA-8709. Pan No.AAJFD1402G, Email ID: gaiaglobal1@gmail.com.

It shall be the duty of the Row House Purchaser and the Owner/Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner/Vendor or the Purchaser, as the case may be. Further, that in case there are Joint Purchasers all communications shall be sent by the Owner/Vendor to the Purchaser whose name appears first and at the address given by his/him/her which shall for all intents and purposes to consider as properly served on all the Purchaser.

53. The Row House Purchaser shall pay adequate stamp duty, registration charges and present this Agreement as well as Sale Deed at proper registration office within the time limit prescribed by the Registration Act and the Purchaser and the Owner/Vendor shall attend such office and admit execution thereof.
54. In case the Row House Purchaser mortgages the said Apartment to any financial institution it shall be the sole responsibility of the Purchaser herein to handover the original Agreement or any final document of the said Apartment as and when executed and registered to the financial institution. The Purchaser agrees to do so without holding the Owner/Vendor responsible for the same and not to deal with the said Apartment without prior permission and consent of the financial institution during pendency of the charge.
55. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Row-House.
56. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent Row House Purchaser of the said Row-House, in case of a transfer, as the said obligations go along with the said Row-House for all intents and purposes. Further, the Purchaser agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by the a government agency including any compensation/benefit given to the Owner/Vendor in turn for which no conveyance has occurred to the ultimate body of Row-House Purchasers expressly stated in this Agreement and for which no consideration is specially dispensed by the Purchaser to the Owner/Vendor for the same; save and except his right to enjoy and use the Apartment purchased by him and any other rights given by the Owner/Vendor to the Purchaser for which consideration has been dispensed.
57. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

58. Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchasers in said Project, the same shall be in proportion to the carpet area plus enclosed balcony area (if any) of the said Apartment to the total carpet area plus total balcony area (if any) of all the Row Houses of the said Project, such area is called as Sharing area.
59. 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.
60. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
61. 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.
62. This Agreement may only be amended through written consent of the Parties.
63. The Owner/Vendor has handed over Search Report and Title Opinion to the Allottee/Purchaser separately as per provisions of the said Act and the contents of the said Search Report forms part and parcel of this Agreement.
64. The cost of Stamp Duty, Registration fees and other incidental and ancillary cost in respect of this Agreement have been as agreed, exclusively borne and paid by the Row House Purchaser.

SCHEDULE "A"

That all the part and parcel of the property Plot no. 471 to 480 admeasuring build-up area 457.98 Sq.Mt. and Plot no. 483 to 487 admeasuring build-up area 214.78 Sq.Mt. i.e. totally admeasuring 672.76 Sq.Mtrs. build-up area which is forming part of land Gut no. 308 totally admeasuring 22 Hector 90 Are, (As per order 22 Hector 99 Are), Land revenue Rs. 27.55 ps. Situated at Village Satara, Tq. & Dist. Aurangabad.

Common Boundaries of Plot no: 471 to 480 are as under:

Towards East	: Plot no. 449 to 458
Towards West	: 9 meter Road.
Towards North	: Plot no 470.
Towards South	: 12 meter Road.

Common Boundaries of Plot no: 483 to 487 are as under:

- Towards East : 9 meter Road.
- Towards West : Plot no.506 to Plot no. 510
- Towards North : Plot no 488.
- Towards South : Plot no 482.

SCHEDULE- B

All that part and parcel of Row House bearing No. _____, admeasuring _____ Sq.Mtrs. Carpet area, _____ Sq.Mt. in **GAIA SHRUSHTI** as a unit cost constructed on above property, bounded by:

- Towards East :
- Towards West :
- Towards North :
- Towards South :

SCHEDULE- C

Specification of Constructions

STRUCTURE	:-	RCC framed structure
WALLS	:-	Outer and inner walls ACC Blocks Block/Bricks.
PLASTER	:-	Internal Gypsum Finish and external sand plaster.
DOORS	:-	Main door: Laminated flush door & Other door.
PLUMBING	:-	Concealed UPVC/CPVC type with C.P. Fittings.
KITCHEN OTTA	:-	Granite kitchen platform with stainless Steel Sink.
FLOORING	:-	Ceramic Tiles / Vitrified Tiles.
GLAZED TILES	:-	In W.C. colored tiles full height up to 4 ft.
		In Bath Colored designed tiles in 7’ height.
WINDOWS	:-	Aluminum sliding windows and safety M.S. Grill.
ELECTRIFICATIONS	:-	In concealed copper wiring, 3.5 point in each room and power point in kitchen.
PAINTING	:-	Oil bond Distemper from inside and cement paint from outside, oil paint to doors and window grills.

<u>ALLOTTEE/PURCHASER</u>		
Mrs.-----		
Mr.-----		

LIST OF ANNEXURES

Copy of detailed Title Cum Search report issued by Advocate
_____ in respect of property
_____ Situated at Village Satara Tq. & Dist.
Aurangabad.

Copy of 7/12 extract of Gut no. 308 Situated at Village Satara Tq. & Dist. Aurangabad.

ANNEXURE –C

Copy of Sanctioned Building Permission obtained from, _____.

ANNEXURE – C-1

Copy of Index-II of registered Deed of Declaration U/s. 2-a of Apartment ownership Act 1970.

ANNEXURE -D

Copy of Part Plan/Floor Plan in respect of Row-House agreed to purchase under this agreement of sale.

ANNEXURE –E

List of Specification of construction of Apartment Building as well common area and facilities including brand and specification etc.

ANNEXURE -F

Copy of the Registration Certificate issued in respect of residential Apartment granted by The Real Estate Regulatory Authority.

ANNEXURE -G

List of items that would be covered as maintenance of project, which is not covered under defect liability.

ANNEXURE-H

List of Common Amenities to be given in said project.

RECEIPT/ACKNOWLEDGEMENT

Received of and from the Row House Purchaser Mr._____ the sum of Rs._____/ - on booking as well on execution of this agreement towards earnest money deposit or application fees.

I Received amount from Purchaser	Mr. Sandesh Subhash Zamabd	
I Received All documents from owner / Vendor	Mr.-----	
Witnesses :-		
Mr. Age:- Occ:- R/o:- Aadhar No.-----		
Mr. Age:- Occ:- R/o:- Aadhar No.-----		