

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE OF IMMOVABLE PROPERTY MADE AND EXECUTED AT TALEGAON DABHADE PUNE ON THIS ____ DAY OF _____ IN THE YEAR 2019.

BETWEEN

M/S. ADITYA ASSOCIATES, the proprietorship having its office at: Kadolkar Colony, Talegaon Dabhade, Tal Maval, Dist Pune – 410506, through its proprietor **MRS. AVANTIKA SANJAY BAVISKAR**, Age: 33 years, Occupation: Business, PAN: BFMPB5443J. UID:377214012548, residing at: Plot no. 177, Kadolkar Colony, Talegaon Dabhade, Tal Maval, Dist Pune – 410506, hereinafter referred and called as **“THE DEVELOPER/BUILDER”** (which expression shall unless repugnant to the context or meaning thereof mean and include the partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their his or her assigns) PARTY OF THE FIRST PART.

AND

_____. R/at:-
_____. Hereinafter called & referred to as “THE FLAT PURCHASER/S” (Which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean & include her/his/their heirs, executors, administrators, etc.) PARTY OF THE SECOND PART.

AND

1) MR. SAHEBRAO ASHAPPA GABBUR, Age: 58 years, Occupation: Service, PAN: ABDPG7728B, 2) MR. ASHOK ASHAPPA GABBUR, Age: 58 years, Occupation: Service, PAN: ARFPG9685D. 3) MR. BABU ASHAPPA GABBUR, Age: 53 years, Occupation: Service, PAN: BEEPG9268P. ALL OF Indian Inhabitant having residing at: Plot no. 34, Kadolkar Colony, Talegaon Dabhade, Tal Maval, Dist Pune – 410506, through POA holder **M/S. ADITYA ASSOCIATES** through its proprietor **MRS.AVANTIKA SANJAY BAVISKAR** Age: 33 years, Occupation: Business, PAN: BFMPB5443J. UID:377214012548, residing at: Plot no. 177, Kadolkar Colony, Talegaon Dabhade, Tal Maval, Dist Pune – 410506, hereinafter referred and called as THE OWNERS/THE CONSENTING PARTY (Which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean & include her/his/their heirs, executors, administrators, etc.)..... PARTY OF THE THIRD PART.

- A) WHEREAS The Owners are seized and possessed of or otherwise well and sufficiently entitled to the pieces or parcels of land or ground of land revenue tenure situate lying and being at containing **City Survey No. 7366/6, Plot no. 34**, area admeasuring 348 sq. meter as per city survey extract and 338 sq. meter as per 7/12 extract or thereabouts bearing Survey No. 367/1/3 B (New) and more particularly described in the Schedule hereunder written and delineated on the plan thereof hereto annexed and thereon shown surrounded by coloured boundary line (hereinafter called **“the said property”**).
- B) AND WHEREAS the said landed plot property was previously owned and possessed by Dattatray Omannna Kadolkar. Thereafter Ramesh Narhar Ranane was purchased the said property from Dattatray Omannna Kadolkar dated 1.11.1980/15.11.1980 by registered sale deed which is registered at sr. no. 1460/14980 in the office of sub-registrar Maval.
- C) AND WHEREAS Kamala Anil Bhosale was purchased area of 167.28 sq. meter out of total area of 348 sq. meter, towards West side of plot from Ramesh Narhar Ranade through power of attorney holder Suman Tanaji Thite by registered sale deed which is registered in the office of sub-registrar Maval.
- D) AND WHEREAS Dipak Sadashiv Bhegade was purchased area of 180.72 sq. meters out of total area of 348 sq. meters from the said plot from Ramesh Narhar Ranade through power of attorney holder Suman Tanaji Thite by registered sale deed which is registered at sr. no. 4309/1995 in the office of sub-registrar Maval dated 19.10.1995.
- E) AND WHEREAS Mahesh Shankar Bhanushali was purchased area of 167.28 sq. meters out of total area of 348 sq. meters from the said plot from Kamala Aniket Bhosale by registered sale deed which is registered at sr. no. 771/1996 in the office of sub-registrar Maval dated 14.2.1996.
- F) AND WHEREAS Sahebrao Ashappa Gabbur, Ashok Ashappa Gabbur, Babu Ashappa Gabbur were purchased area of 180.72 sq. meters out of total area of 348 sq. meters from the said plot from Dipak Sadashiv Bhegade by registered sale deed which is registered at sr. no. 5119/2001 in the office of sub-registrar Maval dated 31.12.2001.
- G) AND WHEREAS Sahebrao Ashappa Gabbur, Ashok Ashappa Gabbur, Babu Ashappa Gabbur were purchased area of 167.28 sq. meters out of total area of 348 sq. meters from the said plot from Mahesh Shankar Bhanushali by registered sale deed which is registered at sr. no. 491/2003 in the office of sub-registrar Maval dated 1.2.2003.
- H) AND WHEREAS in this way the present owners Sahebrao Ashappa Gabbur, Ashok Ashappa Gabbur, Babu Ashappa Gabbur are became the owners of the said plot no. 34.

- I) AND WHEREAS the Owners are desirous of developing the said property, therefore said owners Sahebrao Ashappa Gabbur, Ashok Ashappa Gabbur, Babu Ashappa Gabbur were entered in to Development Agreement and Power of Attorney in respect of the said plot for total area of 348 sq. meters with Ayush Construction through Partner Vinod Purushottam Chotaliya, Ayush Construction through Partner Atul Ganesh Hampe, Ayush Construction through Partner Basappa S. Bhandari, by registered documents which are registered at sr. no. 5746/2018 and 5747/2018 in the office of sub-registrar Maval-2 dated 18.8.2018.
- J) AND WHEREAS but due to one or another reasons the said development agreement and power of attorney dated 18.8.2018 was cancelled by the parties to that documents. And the said cancellation deed is registered in the office of sub-registrar Maval-2 at sr. no. ____/2019 dated: ____/05/19.
- K) AND WHEREAS thereafter the said owners again entered into new Development agreement and power of attorney with the present Developer i.e. M/s Aditya Associates through Proprietor Mrs. Avantika Sanjay Baviskar, by registered documents which are registered at sr. no. ____/2019 and ____/2019 in the office of sub-registrar Maval-2 dated 25.5.2019. In view of this Development Agreement and Power of Attorney the Owners have agreed to permit the present Developer to develop the said property on the terms and conditions recorded therein.
- L) AND WHEREAS the Builder/Developer herein prepared, submitted and obtained the necessary sanction for the Building Plan vide **Commencement Certificate** bearing Approval No. CBTDM/ B/2019/APL/00148 dated 26/07/2019 from Talegaon Dabhade Municipal Council.
- M) AND WHEREAS the said Developer commenced the constructions work of the Building in accordance with the aforesaid sanctioned Building Plan.
- N) AND WHEREAS the Purchaser/s with a view to acquire an Apartment in the said Project and Building demanded from the Developer and the Developer had given inspection to the Purchaser/s of all documents of title relating to the said land, the said orders/permissions/Certificates, the plans, the designs and specifications as per prepared by the Developer's Architect and Structural Engineer and such other documents as are specified under the Maharashtra Ownership Flat (Regulation of Construction, Sale management and transfer) Act 1963 (Hereinafter referred to as the said Act) and the rules made there under.
- O) AND WHEREAS the Purchaser/s after satisfying him/her/themself about the nature of title the plans etc. applied to the Developer for the allotment of Flat No. ____ on the ____ Floor in the building, "ADITYA ONE", being constructed on said Land (which are more particularly described in the Schedule-I written herein below) hereinafter referred to as "Said Apartment/Flat" (which is more particularly described in the Schedule-II written herein below) (Hereinafter the Apartment means and includes Apartment/Flat/Dwelling Unit)

- P) AND WHEREAS on demand from the Apartment Purchaser/Allottee, the Developer has given inspection to the Apartment Purchaser/Allottee of all the documents in respect of title relating to the project land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;
- Q) AND WHEREAS the copies of Certificate of Title issued by the attorney at law or advocate of the Developer, copies of Property card or any other relevant revenue record showing the nature of the title of the Developer to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure.
- R) AND WHEREAS the copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the building proposed to be provided for on the said project have been annexed hereto and marked as Annexure.
- S) AND WHEREAS the copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser/Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure.
- T) AND WHEREAS the Developer has accordingly commenced construction of the said building/s in accordance with the said sanctioned plan.
- U) AND WHEREAS the Purchaser/Allottee has applied to the Developer for allotment of an Apartment/Flat No. ____ on ____ floor situated in the building Aditya One being constructed on the said plot,
- V) AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/Allottee, but includes the area covered by the internal partition walls of the apartment.
- W) AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- X) ANDWHEREAS, prior to the execution of these presents the Purchaser/Allottee has paid to the Developer a sum of Rs. _____/- (Rupees _____ Only) being part payment of the sale consideration of the Apartment agreed to be sold by the Developer to the Purchaser/Allottee as advance payment (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the

Purchaser/Allottee has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.

- Y) AND WHEREAS the Developer has registered the Project under the provisions of the **Real Estate (Regulation & Redevelopment) Act, 2016** with the Real Estate Regulatory Authority at no. _____;
- Z) AND WHEREAS under section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Apartment with the Purchasers/ Allottees, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the Apartment. The development of a building in the Project – “Aditya One” is proposed as a real estate project by the Developer and has been registered as a ‘real estate project’ (“the Real Estate Project”) with the Maharashtra Real Estate Regulatory Authority (“Authority”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“RERA”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 and any amendment thereto (“RERA Rules”). The Authority has duly issued the Certificate of Registration No. [_____] dated [_____] for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as Annexure hereto.

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

1. The Developer shall construct the said building/s consisting of multistoried building on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
- 1(a) The Apartment Purchaser/Allottee hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser /Allottee Apartment/Flat No. ____ of the type ____BHK of carpet area admeasuring ____ sq. mtrs, of the said flat on ____ floor in the building known as “ Aditya One” project (hereinafter referred to as "the Flat/Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure, for the consideration of Rs. ____/- (Rs. ____ Only). Being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities, which are more particularly described in the Second Schedule annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities should be shown separately).
- 1(b) The total aggregate consideration amount for the apartment is thus Rs. ____/- (Rs. ____ Only).

1(c) The Purchaser/Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rs _____ Only) as advance payment and hereby agrees to pay to that Developer the balance amount of Rs. _____/- (Rs. _____ Only). in the following manner:-

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

1(h) The Purchaser/Allottee authorizes the Developer 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 Developer may in its sole discretion deem fit and the Purchaser/Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner. Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building.

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

2.2 Time is essence for the Developer as well as the Purchaser/Allottee. The Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/Allottee and the common areas to the association of the Purchaser/Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in clause 1(c) herein above. ("Payment Plan").

3.1 If the Developer fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/Allottee , the Developer agrees to pay to the Purchaser/Allottee , who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/Allottee, for every month of delay, till the handing over of the possession. The Purchaser/Allottee agrees to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/Allottee to the Developer under the terms of

this Agreement from the date the said amount is payable by the Purchaser/Allottee (s) to the Developer.

3.2 Without prejudice to the right of Developer to charge interest in terms of sub clause 3.1 above, on the Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Purchaser/Allottee to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/Allottee committing three defaults of payment of installments, the Developer shall at his own option, may terminate this Agreement Provided that, Developer shall give notice of fifteen days in writing to the Purchaser/Allottee, by Registered Post AD at the address provided by the Purchaser/Allottee and mail at the e-mail address provided by the Purchaser / Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser/Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser/Allottee to the Developer.

4. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Developer in the said building and the Apartment as are set out in Annexure, annexed hereto.

5. The Developer shall give possession of the Apartment to the Purchaser/Allottee on or before day of _____. If the Developer fails or neglects to give possession of the Apartment to the Purchaser/Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser /Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 3.1 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid. Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of – (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

6.1 Procedure for taking possession - The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/Allottee as per the agreement shall offer in writing the possession of the Apartment to the Purchaser/Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the [Apartment/Flat] to the Purchaser/Allottee . The Developer agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser /Allottee agree(s) to pay the maintenance charges as determined by the Developer or association of Purchaser/Allottee s, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser/Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

6.2 The Purchaser/Allottee shall take possession of the Apartment within 15 days of the written notice from the Developer to the Purchaser/Allottee intimating that the said Apartments are ready for use and occupation:

6.3 Failure of Purchaser/Allottee to take Possession of Apartment : Upon receiving a written intimation from the Developer as per clause 6.1, the Purchaser/Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the Purchaser/Allottee. In case the Purchaser/Allottee fails to take possession within the time provided in clause 6.1 hereinabove such Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable.

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

7. The Purchaser/Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence use only.

8. The Purchaser/Allottee along with other Purchaser/Allottee (s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or

membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Purchaser/Allottee, so as to enable the Developer to register the common organization of Purchaser/Allottee. No objection shall be taken by the Purchaser/Allottee if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Developer shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the owners in the project land on which the building is constructed.

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

the Developer to the Society or Association or the Limited Company, as the case may be.

10. The Purchaser/Allottee shall on or before delivery of possession of the said premises keep deposited with the Developer, the following amounts :-

- (i) Nil for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Nil for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Nil for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Nil for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Nil For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Nil for deposits of electrical receiving and Sub Station provided in Layout.

11. The Purchaser/Allottee shall pay to the Developer a sum of _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developer 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.

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

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER The Developer hereby represents and warrants to the Purchaser/Allottee as follows:

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

- ii. The Developer 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 project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land 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, project land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Developer 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/Allottee created herein, may prejudicially be affected;
- vii. The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;
- viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser/Allottees the Developer shall handover lawful, vacant, peaceful, physical possession of the common area as of the Structure to the Society/Association of the Purchaser/Allottee s;
- x. The Developer has duly paid and shall continue to pay and discharge un disputed 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 Developer in respect of the project land.
- Xii. The Developer shall, subject to its right to dispose of the remaining / unsold apartments, if any, execute the conveyance within three months from the date of issue of occupancy certificate or upon receipt of full consideration from fifty-one percent of the total number of allottees in the Real Estate Project, whichever is earlier, cause to be

transferred and conveyed to the Association of Allottees all the right, title and the interest of the Developer in the said structure of the Real Estate Project and in the Project Land ("Association Conveyance"). The Association of Allottees shall be required to join in execution and registration of the Association Conveyance. The costs, expenses, charges, levies and taxes on the Association Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Association of Allottees alone. Post the Association Conveyance, the Association of Allottees shall be responsible for the operation, maintenance and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Developer shall not be responsible for the same.

Xiii. The Developer shall execute and register similar conveyances with the Other Associations with respect to their respective real estate projects on the Project Land.

14. A) The Purchaser/Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Developer as follows :-

I. To maintain the Apartment at the Purchaser/Allottee 's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

II. Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser/Allottee in this behalf, the Purchaser/Allottee shall be liable for the consequences of the breach.

III. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer to the Purchaser/Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 Purchaser/Allottee committing any act in contravention of the above provision, the Purchaser/Allottee shall be responsible and

liable for the consequences thereof to the concerned local authority and/or other public authority.

IV. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the Developer and/or the Society or the Limited Company.

V. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

VII. Pay to the Developer within fifteen days of demand by the Developer, 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 Apartment 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 Apartment by the Purchaser/Allottee for any purposes other than for purpose for which it is sold.

IX. The Purchaser/Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser/Allottee to the Developer under this Agreement are fully paid up.

X. The Purchaser/Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/Allottee shall also observe and perform all the stipulations and conditions lay down by the Society/Association/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment 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. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Purchaser/Allottee shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

XII. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Purchaser/Allottee shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

14B) CONVEYANCE OF THE PROJECT LAND TO THE SOCIETY/ASSOCIATION/APEX BODY –

i) The Developer shall, subject to its right to dispose of the remaining / unsold apartments in all real estate projects on the Project Land, execute and register an Indenture of Conveyance within a period of 3 (three) months of registration of the Society/Apex Body, whereby the Developer shall convey all its right, title and interest in the Project Land and in all basements, podium, stilts and in all areas, spaces, common areas, facilities and amenities in the Project Land that are not already conveyed to the Association of Allottees / Other Associations, in favour of the Apex Body (“Apex Body Conveyance”).

ii) The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Project Land including any common areas facilities and amenities and the Developer shall not be responsible for the same.

iii) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or the said Building or the said Real Estate Project or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her and all basements/stilt/podium/and openspaces, parking spaces, lobbies, staircases, terraces and all other areas and spaces and lands and the Project Land, will remain the property of the Developer until the said structure of the building is transferred to the Association of Allottees and until the Project Land is transferred / conveyed to the Apex Body as hereinbefore mentioned.

15. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser/Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE After the Developer executes this Agreement he shall not mortgage or create a charge on the Apartment 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/Allottee who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT Forwarding this Agreement to the Purchaser/Allottee by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/Allottee until, firstly, the Purchaser/Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Purchaser/Allottee (s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/Allottee , application of the Purchaser/Allottee shall be treated as cancelled and all sums deposited by the Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Purchaser/Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT This Agreement, along with its schedules and annexure, 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 apartment/plot/building, as the case may be.

20. RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties. The flat purchaser shall not sell/transfer the said flat/apartment without written consent/permission of the Developer until the completion of the project.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / ALLOTTEE/SUBSEQUENT PURCHASER/ALLOTTEES It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT - Wherever in this Agreement it is stipulated that the Purchaser/Allottee has to make any payment, in common with other Purchaser/Allottee (s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

24. FURTHER ASSURANCES - Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION - The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser /Allottee , in after the Agreement is duly executed by the Purchaser

/Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

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

27. That all notices to be served on the Purchaser/Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee or the Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below: Name of Purchaser/Allottee:

Developer name: - M/s ADITYA ASSOCIATES

(Developer Address) :- Plot no. 177, Kadolkar Colony, Talegaon Dabhade, Tal Maval, Dist Pune – 410506

It shall be the duty of the Purchaser/Allottee and the Developer 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 Developer or the Purchaser/Allottee , as the case may be.

28. JOINT PURCHASER/ALLOTTEES - That in case there are Joint Purchaser/Allottees all communications shall be sent by the Developer to the Purchaser/Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/Allottees.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/Allottee .

30. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

31. GOVERNING LAW - That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the VADGAON MAVAL / PUNE COURTS will have the jurisdiction for this Agreement. This agreement shall always subject to the provisions of the Maharashtra Ownership Flats Act / Apartment Ownership Act, as the Developer deems fit.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at date place and time in the presence of attesting witness, signing as such on the day first above written.

Schedule – I (Landed/Plot Property) above referred to –

ALL THAT piece and parcel of N.A. **Plot No. 34, City Survey No. 7366/6**, area admeasuring **348 sq. meter** as per city survey extract and 338 sq. meter as per 7/12 extract, forming part of Survey No. 367/1/3 B (New) situated, lying and being in Kadolkar Colony, Talegaon Dabhade, Tal Maval, Dist Pune, within the local limits of Talegaon Dabhade Municipal Council and also within Registration District Pune, Sub-registration District Taluka Maval. Which is bounded as under –

East -	Plot no. 30 & 31, CTS no. 7366/12 & 7366/13
West -	Colony Road
South -	Colony Road
North -	Plot no. 35, CTS no. 7366/7

Schedule – II (Flat/Apartment)

ALL THAT piece and parcel of **Flat No.** _____, _____ **floor**, area admeasuring _____ **sq. meter** (_____ **sq. ft.**) **Carpet in the building/scheme known as ADITYA ONE** situated, lying and being in Kadolkar Colony, Talegaon Dabhade, Tal Maval, Dist Pune, within the local limits of Talegaon Dabhade Municipal Council and also within Registration District Pune, Sub-registration District Taluka Maval, on the landed/plot property mentioned in schedule – I hereinabove.

Structural Strength and Specification -

- RCC Frame Structure with Earthquake resistant design. Brick work & Plaster:
- Internal/ External 6” thick high quality clay/fly ash brick walls Flooring :

- 24’ X 24’ vitrified flooring with skirting in all rooms.
- Anti –skid ceramic Tiles in Toilets and Terrace area Tiles:
- Glazed Tiles Dado up to Lintel level in Bathrooms and toilets
- Glazed tiles Dado up to Lintel level above kitchen Platform Plumbing/Sanitary:
- Concealed (ISI approved plumbing) Doors:
- Powder coated MS Door/Aluminum with glass in living room/bedroom to terrace only
- Laminated door for bedrooms
- Granite door frames for all toilets and bathroom
- PVC/Fibre/wooden door in toilet and bathroom. Windows:
- Powder coated with aluminum windows with mosquito net and M.S. safety grills
- Marble/Granite Window -Sill Kitchen:
- Granite Kitchen Platform and S.S. Sink
- Provision for Exhaust fans in kitchen Electrification:
- Concealed Electrical wiring in FR cables of ISI Grade
- Provision for Inverter
- Modular Switches Painting:
- Oil Bound Distemper in entire flat and externally weather coat Ace paint 32

IN WITNESSES WHEREOF the parties hereto have put their signatures to this Deed after it was read over and explained to them in their vernacular language on the day and year herein above first written.

SIGNED, EXECUTED AND DELIVERED BY THE DEVELOPER M/S. ADITYA ASSOCIATES through its proprietor MRS. AVANTIKA SANJAY BAVISKAR		
Signature	Photo	L.H.T.I.

SIGNED, EXECUTED AND DELIVERED BY THE OWNERS / CONSENTING PARTIES 1) SAHEBRAO ASHAPPA GABBUR, 2) ASHOK ASHAPPA GABBUR, 3) BABU ASHAPPA GABBUR through POA holder M/S. ADITYA ASSOCIATES through its proprietor MRS. AVANTIKA SANJAY BAVISKAR.

Signature	Photo	L.H.T.I.

SIGNED, EXECUTED AND DELIVERED BY THE PURCHASER/S -		
Signature	Photo	L.H.T.I.

Witnesses-

- 1.
- 2.