

Agreement of Sale

Ms. s P Real estate

And

Mr. Nilesh shinde

ARTICLES OF AGREEMENT

Made and Executed on this ----- day of July, 2017, at Pune.

BETWEEN

S P Real Estate

A Registered Partnership Firm,
Registered under the Indian Partnership Act, 1932,
Having its Registered Office at: 1124/2, Vidyadhan Co-Op Hsg Society,
Dhanakwadi, Pune 411043

PAN No: ACKFS9731N

Through its Partners,

- 1) Mr. Sandeep Vasant Kendale,
Age: 43 Years, Occupation – Agriculture & Business,
AND/OR
- 2) Mr. Rahul Dnyaneshwar Bhosale,
Age: 42 Years, Occupation - Agriculture & Business,
- 3) Mr. Nilesh Chandrakant Shinde,
Age: 42 Years, Occupation - Agriculture & Business,

HEREINAFTER referred to as " **Developer / Promoter** " (which expression unless repugnant to the context or meaning thereof shall mean and include its present and future Partners, administrators, executors and assignees, successors in business or in title etc) THE PARTY OF THE FIRST PART

AND

- 1) Mr. Nivrutti Ganapat Bhosale,
Age: Adult, Occupation - Agriculture & Business,
- 2) Mr. Dattatray Nivrutti Bhosale,
Age: Adult, Occupation - Agriculture & Business,
- 3) Mr. Balasaheb Nivrutti Bhosale,
Age: Adult, Occupation - Agriculture & Business,
- 4) Mrs. Suman Manohar Machutre,
Age Adult, Occupation :Agriculture and Household,
- 5) Mr. Bhikoba Ganpat Bhosale,
Age Adult, Occupation - Agriculture & Business,
- 6) Mrs. Rajaram Bhikoba Bhosale,
Age Adult, Occupation - Agriculture & Business,
- 7) Mr. Kiran Bhikoba Bhosale,
Age Adult, Occupation - Agriculture & Business,
- 8) Smt. Bhagirathibai Maruti Bhosale,
Age Adult, Occupation :Agriculture and Household,
- 9) Narayan Maruti Bhosale,
Age Adult, Occupation - Agriculture & Business,
- 10) Smt. Santoshi Shivaji Bhosale
Age Adult, Occupation :Agriculture and Household,
- 11) Mr. Aakash Shivaji Bhosale,
Age Adult, Occupation - Agriculture & Business,
- 12) Sopan Ganapat Bhosale,
Age Adult, Occupation - Agriculture & Business,
- 13) Vitthal Sopan Bhosale,
Age Adult, Occupation - Agriculture & Business,

All residing at: S. No. 472-476, Chikhali, Pune.

No. 1 to 13 all through their duly Constituted Power of Attorney Holder,

S P Real Estate

A Registered Partnership Firm,
Registered under the Indian Partnership Act, 1932,
Having its Registered Office at: 1124/2, Vidyadhan Co-Op Hsg Society,
Dhanakwadi, Pune 411043

PAN No: ACKFS9731N

Through its Partners,

- 1) Mr. Sandeep Vasant Kendale,
Age: 43 Years, Occupation – Agriculture & Business,
AND/OR
- 2) Mr. Rahul Dnyaneshwar Bhosale,
Age: 42 Years, Occupation - Agriculture & Business,
- 3) Mr. Nilesh Chandrakant Shinde,
Age: 42 Years, Occupation - Agriculture & Business,

(HEREINAFTER referred to as “ **Owner / Consenting Party** ” (which expression shall unless repugnant to the context or meaning thereof shall mean and include the land owners and his/her/their respective legal heirs, executors or administrators and assigns etc.) THE PARTY OF THE SECOND PART

AND

1) MR. Nilesh Shinde,

(PAN : -----)

Age : 40 Years, Occupation : Business,
Address : Pune

2) MRS. -----

(PAN : -----)

Age : 40 Years, Occupation : Housewife,
Address :

Today at Pune.

(HEREINAFTER referred to as, " **Unit Purchaser/s** " (which expression shall unless repugnant to the context or meaning thereof shall mean and include his/her/their respective legal heirs, executors or administrators and assigns etc.).....PARTY OF THE THIRD PART

Title of Property :

As per the records of rights, mutation entries, caption property Survey no 472, 473, 474, 475 & 476, Chikhali, Pune was previously owned and posses by one Mr. Ganapat Tatyaba Bhosale. Further it is seen from enquiry extract that Mr. Ganpat Tatyba Bhosale was died on 24/07/1991 and leaving behind him following legal heirs namely 1. Mr. Nivruti Ganpat Bhosale 2. Mr. Bhikoba Ganpat Bhosale 3. Mr. Maruti Ganpat Bhosale 4. Mr. Sopan Ganpat Bhosale. The names of legal heirs came to the record as owner of the said Property Extract. 1. Mr. Nivruti Ganpat Bhosale 2. Mr. Bhikoba Ganpat Bhosale 3. Mr. Maruti Ganpat Bhosale 4. Mr. Sopan Ganpat Bhosale are owner of the said property. The said is ancestral property of the said owners.

AND WHEREAS Mr. Nivrutti Ganpat Bhosale and other were jointly given their ancestral property for development to M/ s. Deepjyot Associates, through its Proprietor Mrs. Jyoti Sandeep Bhalake by way of Development Agreement and Power of Attorney. The said Development Agreement and Power of Attorney, which is duly made and

executed between themselves before Hon'ble Sub Registrar Haveli No. XVIII, Pune bearing its Serial No. 3690/2011 and 3691/2011 respectively on 13/04/2011.

AND WHEREAS M/ s. Deepjyot Associates, through its Proprietor Mrs. Jyoti Sandeep Bhalake submitted building plan and got sanctioned. The said Developer applied and received Commencement Certificate letter No. BP/ Chikhali/21/2012 dated 21.08.2012 on land bearing City Survey No. 472 to 476.

AND WHEREAS M/s. Deepjyot Associates, through its Proprietor Mrs. Jyoti Sandeep Bhalake and other were assigned its development rights alongwith Power of Attorney to M/s. S. P. Real Estate, a partnership firm by way of Development Agreement and Power of Attorney. The said Development Agreement and Power of Attorney, which is duly made and executed between themselves before Hon'ble Sub Registrar Haveli No. 17, Pune bearing its Serial No. 7304/2015 and 7305/2015 respectively on 18/11/2015. Moreover the land owners have consented to the said Development Agreement.

AND WHEREAS M/s. S. P. Real Estate, a partnership firm through partner Mr. Sandeep Vasant Kendale is having development right's in the abovementioned property i.e. City Survey No. 472, 473, 474, 475 and 476 total admeasuring area 419.1 square meters situated at Revenue Village: Chikhali, Taluka - Heveli, District - Pune. At presently M/s. S. P. Real Estate, a partnership firm through partner Mr. Sandeep Vasant Kendale is in possession of the said property for development. The present Developer / Builder i.e. M/s. S. P. Real Estate, a partnership firm through partner Mr. Sandeep Vasant Kendale is having exclusive right to develop the said properties as per rights acquired by them, by have revised the building plan by Pimpri Chinchwad Municipal Corporation vide BP/CHIKHALI/128/2016 on 18/11/2016 and constructing multi storied buildings thereon and to sell the same to the prospective/s and also entitled to receive the consideration from the purchaser/s.

AND WHEREAS in pursuance of the above mentioned Registered development agreements the Consenting Party have appointed the party of the First Part as the Developer to carry out the construction and development of their property land and authorized and empowered to develop the same alongwith other adjoining lands and to sell the Unit /flats/ shop/ office/ parking/ terraces/ tenements/ garden/ godowns/ etc. to proposed purchaser(s) in accordance with the terms and conditions contained in the said above mentioned Joint Venture Development Agreement.

Further that, M/ s. S. P. Real Estate, a partnership firm having absolute right, title and interest in the said property and their title over the said properties are clean, clear and marketable.

AND WHEREAS, the said total land was and is held, own and possessed by the above said respective owners. At present the Urban Land (Ceiling & Regulation) Act, 1976, has been repealed by the State of Maharashtra on 29/11/2007 and Govt. Resolution / notification to that effect has been published on 03/12/2007 in the Govt. Gazette. Hence the said land is/are free from the purview of the said Repealed Act;

AND WHEREAS the said total land falls under Residential Zone as per the Zone Certificate issued by the Asst. Engineer (D.P.) Pimpri Chinchwad Municipal Corporation, Pune;

AND WHEREAS the Developer / Promoter has appointed Hrishikesh Deore & Associates as an Architect, Registered with the Council of Architects and his associates as R. C. C. Consultant for Structural Design and drawings of the building(s) and the Promoters accept the professional supervision of the Architects and the Structural Engineers till the completion of the building(s);

AND WHEREAS the Developer / Promoter has appointed Mr. Hemant Thorat as Advocates to scrutinize the marketable title of the owners to the lands and accordingly Title Certificate has been given and annexed to this Agreement;

AND WHEREAS, the Developer / Promoter has accordingly commenced construction of the said building/s in accordance with the said sanctioned building plan. the Developer / Promoter proposes to sell/allot the units and also rights of exclusive use pertaining to car parking space / open space / terrace / garage appurtenant or adjoining to certain units in the said building/s on ownership basis and is entering into separate agreement for sale / allotment of such premises with various Purchasers / Allottees on similar terms and conditions subject to such modification as may be desirable by the promoter with a view that ultimately all such Purchaser/s / Allottees together shall form and incorporate a Co-operative Housing Society / or an Apartment Condominium or Limited Company as the Promoters may decide;

AND WHEREAS, the Unit Purchaser/s herein applied to Developer / Promoter for allotment of the Residential Unit detail of which are mentioned as follows hereunder in the Scheme of construction being carried out by the Developer / Promoter as aforesaid on the said total land;

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

1. Details / Description of Unit to purchase by Purchaser: The Purchaser/s has/have agreed to purchase and acquire from the Developer / Promoter hereby Developer / Promoter agrees to sell to the Purchaser/s the unit along with common amenities and facilities i.e. Open-space / terrace / parking space only usage rights, if any, having details as under:

- A.

Scheme

: "Tejas Apartment"
- B.

Location

: Survey no. 472, 473, 474, 475 & 476, Chikhali, Pune
Tal. Haveli, Dist – Pune.
- C.

Unit

: Shop
- D.

Flat Number

: 1
- E.

Floor

: Ground Floor
- F.

Carpet Area

: 21.10 Sq Mtr (227.04 Sq Ft)
- G.

Built up Area

: 28.49 Sq Mtr. (306.61 Sq. Ft.)
- F.

Gross Price

: Rs. 12,16,000/-
- (Consideration amount)

(Rs. Twelve Lac Sixteen Thousand Only).

(Hereinafter called as the said Unit)

The aforesaid consideration agreed upon and confirmed is based on the cost of raw material components & labor cost calculated and based on the District Schedule of Rates (DSR) index as on the date of this agreement.

2.

Payment Schedule:

Particulars	%	Amount
At the Time of Booking	10%	Rs.
At the Time of Foundation	10%	Rs.
At the Time of First Slab	10%	Rs.
At the Time of Second Slab	10%	Rs.
At the Time of Third Slab	10%	Rs.
At the Time of Forth Slab	10%	Rs.
At the Time of Fifth Slab	10%	Rs.
At the Time of Sixth Slab	10%	Rs.
At the Time of Brick work	5%	Rs
At the Time of Plastering	5%	Rs.
At the Time of Finishing	5 %	Rs.
At the Time of Possession	5%	Rs.
Total Amount	Rs.	

3. Built-up Carpet Ratio : The built-up carpet ratio of the said unit shown, explained, provided by the Developer to the purchaser/s herein before execution of this Agreement, the unit Purchaser/s herein have checked, confirmed and satisfied about the same & no further claim shall be entertained with regard to the said ratio.

4. Construction as per Sanctioned Plans :

The Developer shall construct the said Unit, on the said total land in accordance with the sanction plans, designs & specification approved by the concerned local authority and which have been seen and approved by the Unit Purchaser/s with only such variations and modification as the Developer may consider necessary or as may be required by the concerned local authority / the Government authority to be made in them or any of them however, the Unit Purchaser/s shall not object the Developer for making reasonable changes in the revising the layout, plans, designs, specifications and amenities including the plans of the building, in which the said unit is situated for any number of times as per requirements of the Developer, due to additional FSI, TDR available or otherwise and for completing the development in phases as per the Developer's discretion.

The Purchaser/s hereby irrevocably consents and authorizes the Developer to sign on behalf of him / her/ their for the same and to add / delete floors, buildings, units, etc. to make suitable and reasonable changes, modifications and variations in the layout & building plans as regards its location and area & to make suitable changes in the position of roads and open spaces in the layouts, parking areas, common amenities, staircases, lobbies, water tanks, transformers, water lines, septic tank, etc.

If the area of the said unit is increased during the course of revision and construction for whatsoever reason in that case the purchaser/s herein shall be bound to pay proportionate additional consideration for the increased area to the Developer herein, without demanding any alteration or sanction from the Local Authority.

5. Floor Space Index (FSI) :

The developer hereby declares that the FSI available of this plot , the developer has utilized all the FSI .It is agreed by the purchaser that any additional FSI made available subsequently, the developer shall have the right to use that additional FSI and the purchaser shall not have any claim demand any share or compensation or objection regarding thereto in any circumstances from the Developer The Owners and Builders till the registration of the Society/ of Apartment whereas after registration of the Society of the Apartment, the residual FAR (FSI) shall be available to the Society/ Association of Apartment as the case may be. Purchaser/s consents for changing of the plan by the Developer till the execution of the Sale Deed.

In future, if there is any increase in FSI upto sale deed, Promoter shall have the sole rights to claim utilize, develop and dispose off the same in a similar manner and unit Purchaser/s will not ask for any compensation for the same and the Developer is authorized to submit the plans and sign on behalf of Unit Purchaser/s if his / her/their signatures is/ are required for this purpose.

The Developer is allowed to make suitable and necessary representations and changes in all Government, semi Government or any other departments to execute the scheme property as they may deem fit. All activities done by Promoter will be binding on unit Purchaser/s and he / she will not take any objection for the same.

6. Disclosure as to Title :

Developer is acting as an Attorney holder of the original owners of the said total land, then the Developer hereby agrees that it shall, before handing over possession of the said unit to the Unit Purchaser/s and in any event before execution of the conveyance of the said total land/s in favor of a Society body to be formed by the Purchaser/s of units in the building/s, wing/s to be constructed on the said total land (hereinafter referred to as "The Society" make full and true disclosure of the nature of their title to the said total

land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said total land, and shall, as far as practicable, ensure that the said total land are free from all encumbrances and that the original owners have absolute, clear and marketable title to the said total land so as to enable them to convey to the said Society as the case may be such absolute, clear and marketable title on the execution of the conveyance of the said total land by the original Owners / Promoter in favor of the said Society.

7. Loan and Mortgage:

The Purchaser/s hereby consents and authorities for Developer / Promoter raising any finance by way of mortgage of the said land/s or scheme or any promotion thereof if, as & when so deemed necessary by the Developer / Promoter. The concerned Loan and Liabilities have to be paid or no objection certificate has to be produced by Developer / the Promoter/Owners within possession of said Unit

8. Transfer of Rights:

At any stage during the implementation of scheme the Developer shall be at liberty to sell, assign or transfer or otherwise deal with their/its right, title and interest in the said total land or building/s to be constructed thereon provided that the same does not in any way affect or prejudice the rights granted in favour of the Purchaser/s in respect of the said unit agreed to be purchased by him / her/them in terms of this agreement. Having acquainted and satisfied himself/herself/ themselves with all the facts and rights of the Developer / Promoter regarding the said total land, the Unit Purchaser/s shall at no time be entitled to challenge or question the title of the owners / consenting party or the rights of the Developer, the Promoter in respect of the said total land or construction thereon.

9. Amenities provided :

The fixtures, fittings, specifications and amenities tentatively proposed to be provided by the Developer in the said building and the unit/s are only those that are

1. Common overhead & underground water tank(s), pump(s), meter(s).
2. Common Electric and water meter/s, septic tank/s (if any).
3. Common Passages, Staircases, lift/s.
4. Parking lights.

Limited Common Areas and Facilities

1. Parking Space.
2. Terrace.
3. Open Space.

However, the same may be changed suitable by the Developer depending on the availability of building materials and / or changes in Government policies or laws or rules for which changes or laws or for doing, providing or performing any acts, matters, services, amenities or extra works for the Purchaser/s other than those expressly appearing in this agreement.

Whatever design, elevation, layout, tress lawns colour scheme etc. shown in the brochure and pamphlet are only for aesthetic value and advertisement and the Developer are not bound to provide the same.

10. Possession & delay / failure to give possession on due date :

The possession of the said residential unit shall be handed over to the unit Purchaser/s within 60 months from the date of Agreement execution subjective to fulfillment of payment schedules and as per demands, and final consideration price and other dues as per these presents which is to be payable by the Purchaser/s herein to the developer herein.

If the Developer / Promoter herein fails or neglects to give possession of the said unit to the Unit Purchaser/s on account of reasons beyond its control and of its/his agents the time agreed upon and the same is accepted by the Developer, then the Purchaser may ask for cancellation of the Agreement & on or after execution of the registered deed of cancellation by the Purchaser & Developer, Developer shall be liable to refund to the

Unit Purchaser/s herein the amount already received by it/them in respect of the said unit with simple interest of 9% per Annum.

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

- (i) Non availability of steel, cement, other building material, water or electric supply, labor problems etc.
- (ii) War, Civil Commotion or act of god.
- (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority including Collector, or any disputes or matters relating to the property pending final determination by the Courts or any other authorities.
- (iv) Changes in any rules, regulations & byelaws of various statutory bodies and authorities from time to time then affecting the development and the project.
- (v) Delay in grant of any NOC / Permission / License Connection / Installation of any services such as lifts, electricity & water connections and meters to the scheme / unit road, NOC etc.

11. Delay in Scheduled Payment:

If the Unit Purchaser/s fails to pay the remaining amount within prescribed time or breach any of the terms and the conditions herein contained, then this Agreement shall come to an end and Developer / Promoter shall be at liberty to cancel / terminate agreement. This agreement purchaser shall deemed to have relinquished all the claim/ interest in favor of the developer. Developer / Promoter has right to penalize fifty percent of the amount so far paid by the Purchaser, and shall be forfeited as and by way of liquidated damages and the remaining amount of fifty per cent so far paid by the Purchaser/s shall be returned, within one year after procurement of the completion Certificate, from the concerned Authority with regards the work of Building by the Party of the FIRST PART. The said fifty per cent shall be paid without interest or damages. Etc.

However extension of time for payment can be granted at the discretion of the unit Purchaser/s but the same shall only be deem to have been granted in written by Developers / Promoter. If the Purchaser agrees to pay interest on the extended period at the rate of Rs. 24% per cent per annum on the amount from the date its becoming due till actual payment of the said amount to Developers / Promoters as predetermined condition, provided that such extension of time and payment of interest thereon shall not save the cancellation of the agreement by Purchaser on account of breach of any of the terms and conditions herein contained. The decision of the Developers / Promoters shall be final and binding upon the Purchaser. That any tolerance of indulgence shown by the Developer / Promoter in enforcing his rights pertaining to breach of any condition mentioned in this agreement shall not be construed to waiver in part of the Developer / Promoter.

12. Defect Liability and Alterations:

The Purchaser/s herein shall take the possession of the said residential unit within seven days from the date of the Developer / Promoter giving written intimation to the Purchaser/s herein intimating that, the said unit is ready for use and occupation. If within a period of one year from the date of obtaining the completion certificate from the Municipal Corporation, the Purchaser/s brings to the notice of the Developer / Promoter herein any structural defect in the said unit or the building in which the said unit is situated or the material used thereon then wherever possible such defects, defects in fittings etc, shall be rectified by the Developers at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be only entitled to receive from the Developer herein reasonable compensation for such defect or change, Provided further that it is agreed that the defect liability period shall be deemed to have commenced from the date of obtaining the completion certificate or from the date on

which the Developer herein has given the necessary intimation in writing under this agreement to the Purchaser/s to take the possession, whichever is earlier.

Provided however, that the Purchaser/s herein shall not carry out any alterations of the whatsoever nature in the said unit or in the fittings therein, in particular it is hereby agreed that the Purchaser/s 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 any result in seepage of the water. If any of such works are carried out without the written consent of the Developer herein, the defect liability automatically shall become void. The Unit Purchaser/s shall not be entitled to carry out any external changes, modifications, alterations which will affect the external elevation of the buildings without the written consent of the Developer and/or their architect.

The word defect here means only the manufacturing defects caused on account of willful neglect on the part of the Developer herein and shall not mean defects caused by normal wear and tear, negligent use of the said residential unit by the occupants, vagaries of nature etc. Defects in fittings and fixtures are not included therein.

13. Use of the said accommodation:

The purchaser/s shall use the said Residential unit or any part thereof or permit the same to be used only for residential purpose as shown in the sanctioned plan, provided that any owners or occupier of any residential tenement in the building /wing shall not use for lodging of bachelors being paying guest or otherwise, Classes, Gambling House or any illegal or immoral or unauthorized purpose. The purchaser/s herein shall use the allotted or common parking space only for the purpose for keeping or parking the purchaser/s own two wheeler or four wheeler light motor vehicle, but not entitled to park inside the project at any place any heavy motor vehicles such as truck, bulldozer, buses, tractors etc. further any tenement holder/s occupier/s in the scheme shall and will not entitled to park his/here/their any two/four wheeler vehicle in common marginal space, which is not allotted for exclusive right to use for parking for two/four wheeler vehicle.

Unit Purchaser shall use the common parking space for parking /keeping his own vehicle only. He shall not use reserved Space / Parking for his private use unless granted in writing by to Developer / Promoter.

14. Society or Apartment Formation:

The developer has right to keep scheme name or change it even after agreement. Within six months from all the units in the scheme being disposed off by the Developer, the Unit Purchaser/s along with other Purchaser/s of units in the building/s shall join in forming and registering the society or a Limited Company or Apartment Condominium or any other body to be known by such name as the Developer may decide and for this purpose and also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company or Apartment Condominium and for becoming a member thereof including the byelaws of the proposed society, and shall duly fill in, sign and return to the Developer herein within 8 days of the same being forwarded by the Developer to the Unit Purchaser/s, so as to enable the Developer to register the organization of the Unit Purchaser/s under section 10 of the said Act, the Developer shall have the right and discretion to form one or more Societies or subject the scheme to Apartment Act by giving one or more declaration shall be taken by the Unit Purchaser/s if any changes or modifications are made in the draft Laws or the Memorandum and / or Article of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of the Companies, etc as the case may be, or any other competent authority.

15. Conveyance to Society / Ltd. Co. / Apartment Owners :

The Developer/the promoter shall, only after completion of the entire project/scheme in all respects and after obtaining completion certificate and after all the unit being occupied by the individual Unit Purchaser/s as aforesaid, but in any case within one year from the date of completion of the construction work or sale of the last

unit or receiving all dues from all the Purchaser/s, whichever is cause to be transferred to the Society, Apartment Association or Limited Company all the right, title and the interest of the original Owners / Promoters and / or the land owners in the aliquot part of the said total land together with the building/s by obtaining or executing the necessary conveyance/s of the said total land or phase wise part/s thereof (or to the extent as may be permitted by the authorities) and the said building/s, wings in favor of such Society or Limited Company or Apartment Owners Association as the case may be and such conveyance/s shall be in keeping with the terms and provision of this agreement. However, for the sake of the convenience and better management, the society or organization of the Unit Purchaser/s may be registered earlier and the Developer shall not be held responsible if the conveyance/s is delayed on part of the Society and its members or apartment owners including the Unit Purchaser/s. Even though after registering the Co-operative Society or organization as per the Maharashtra Ownership Flats Act (MOFA) 1963, the conveyance is to be executed within 6 months, the Purchaser/s hereby consents to the Developer that it shall not be practical unless and unit the full scheme is completed, in all respects and hence the Purchaser/s hereby gives his/her/their NOC for execution of sale deed, Conveyance Deed, Deed of Declaration as the case may be only after the entire construction work and scheme is completed and occupied by the purchaser/s in all respects. For all purposes, the scheme shall be said to have been completed only on execution of the sale deed, Conveyance Deed.

Nothing contained in this agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said unit or of the said total land and building/wing/s or any part thereof. The Unit Purchaser/s shall have no claim save and except in respect of the said unit hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, roads, staircases, terraces, recreation spaces etc. Rights unless specifically allocate to any person/s by agreement etc will remain the property of Developer/ Promoter until the sale deed of the said total land and buildings/wings is/are transferred to the society, apartment association/limited company as hereinafter mentioned. the Developer / Promoter shall till the execution of the final conveyance be entitled at its discretion to declare such areas or facilities as restricted, common, limited or reserved and cause changes therein or allot any of the same to any person/s for such extra charge as they may deem fit for which the Purchaser/s hereby irrevocably consents and shall not object.

16. Stamp duty & registration charges and Taxes:

The Unit Purchaser/s shall pay the Stamp duty, Registration Fees, Service Tax and VAT Or GST levied by State or Central Government as and when applicable as per this agreement. If any pre agreement or post agreement or possession any additional Stamp duty, Registration Fees, Service Tax and VAT or GST or any taxes for this unit claimed by any concerned authority have to be paid, borne or settle by unit purchaser/s. Such payment shall be effected within seven days of demand, exclusively be liable for any delay in payment thereof.

This Agreement is in accordance with Art. 5 (g) (a) (ii) of the Bombay Stamp Act 1958, whereby the Purchaser/s herein is/are purchasing the said shop as an investor as per the provisions of the aforesaid Article, therefore, the stamp duty payable under this Agreement is in accordance with the provisions of Art. 5 (g) (a) (ii) of the Bombay Stamp Act 1958.

17. Covenants as to use and maintenance of unit by Unit Purchaser/s :

The Unit Purchaser/s for him / herself/themselves and with the intention to being all persons into whosoever hands the unit may come, hereby covenant with the Developer as follows :-

- (A) To maintain the unit at the Unit Purchaser/s own cost in good tenantable repair and condition from the date the possession of the unit is taken and not to do or suffered to be done anything in or to the building in which the unit is situated,

staircase or any passage which may be against the rules, regulations or bylaws of the concerned local or any other authority or change / alter or make addition in or to the building in which the unit is situated and the unit itself or any part thereof

- (B) Not to store in the unit 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 said unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may be damage or are likely to damage the staircase, common passages or any other structure of the building in which the unit is situated. Any damage caused to the building in which the unit is situated or the unit on account of negligence or default of the Unit Purchaser/s in this behalf, shall be made good by him / her/themselves and the Unit Purchaser/s shall be responsible and liable for the consequences arising there from.
- (C) To carry at his/her/their own cost all internal repairs to the said unit and maintain the unit in the same conditions, state and order in which it was delivered by the Developer to the Unit Purchaser/s and not to do or suffered to be done anything in or to the building/s/wing/s in which the said unit is situated or the unit which may be detrimental to the rules regulations and byelaws of the concerned local authority or other public authority. And in the event of the Unit Purchaser/s committing any act in contravention of the above provision, the Unit Purchaser/s alone shall be responsible and liable for the consequences thereof and to the concerned local authority and / or other public authority.
- (D) Not to demolish or cause to be demolished the unit or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the unit or any part thereof, or any alteration in the elevation and outside color scheme of the building/wing/s in which the said unit is situated and shall keep the portions, sewers, drains, pipes in the said unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building/wing/s in which the said unit is situated and shall not chisel or in any other manner cause damage to column, beams, walls, slabs or RCC or other structural members in the said unit without the prior written permission of the Developer and / or the Society, apartment association or the Limited Company.
- (E) Not to do or permit to be done any not or thing which may render void or voidable any insurance of the said total land and the building/wings in which the said unit is situated or any part thereof or whereby any increased creased premium shall become payable in respect of the insurance.
- (F) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said total land and the building/wing/s in which the said unit is situated.
- (G) To bear and pay any 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 public authority, on account of change of user of the said unit by the Unit Purchaser/s viz. or on any other account user for any purposes other than for residential purposes.
- (H) The Unit Purchaser/s shall not let, sublet, transfer, assign or part with the possession of the said unit subject to the condition that the Purchaser/s is/are not guilty of breach of any terms or is/are not guilty for non observance of any terms and conditions of this agreement and until the Unit Purchaser/s has/have obtained prior consent in writing of the Developer.
- (I) The Unit Purchaser/s shall observe and perform all the obligations under the rules and regulations which the society, apartment association or the limited company may adopt at its inceptions and as it may be in force from time to time for protection and maintenance of the said building/s/wing/s and the units therein, &

shall be responsible for the observance and performance of the building rules, regulations and byelaws for the time being of the concerned local authority and of the Government and other public bodies. The Unit Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society/apartment association/ limited company regarding the occupation and use of the said unit and the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

- (J) The Unit Purchaser/s shall at all reasonable times 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 total land and building/s/wing/s or any part thereof to view and examine the state and condition thereof.
- (K) Any obstruction, objection, nuisance, etc. created or caused by the Purchaser/s shall forthwith be removed as asked for by the Developer, society / association or any members thereof suffering inconvenience on account of such cause.

18. Forbearance not to be construed as waiver:

Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this agreement or any forbearance or giving of time to the Unit Purchaser/s by the Developer shall not be construed as a waiver on the part of the Developer of any breach or noncompliance of any of the terms and conditions of this agreement by the Unit Purchaser/s nor shall the same in any manner prejudice the rights of the Developer, Pune courts alone shall have jurisdiction in all matters arising or concerning this agreement.

19. Use of Terraces & Open spaces:

It is also understood and agreed by and between the parties hereto that the terrace space or open space/s in the layout or in front of or side areas adjacent to the unit/s in the said buildings, if any, shall not be enclosed by the Unit Purchaser/s till the permission in writing is obtained from the concerned local authority and the Developer or the society, or limited company as the case may be, as some of the units in the scheme are designed to be as terrace units for aesthetics space or side areas or road rights shall not vest in the Purchaser/s or society as the case may be till the specific and exclusive rights of that particular terrace or open space or side areas of the said unit have been allocated to him / her/their under this agreement. The rights of exclusive use of terraces and open spaces areas / parking areas specifically allocated to the particular unit holder shall exclusively be used by the concerned unit holder/s and the same shall be a restricted area for any other unit holder. For this purpose these terms are not included in the common areas and facilities provided for all the Unit Purchaser/s but are restricted in use and also that the Developer having incurred costs for making provision of the same by way of fixing titles, construction of WBM road, laying RCC slab and / or stilts for covering parking areas, landscaping, marking etc. is entitled to recover his costs by selling exclusive rights for use of such parking space, open area / terrace etc. For which the purchaser/s consents irrevocably. The Purchaser/s shall be entitled to erect TV Antennas only at such places as the Developer shall allow, dish antennas shall specifically not be erected without the prior written consent of the Developer. The Purchaser/s shall not have any grievances as regards internal road/s which can only be completed after all the buildings in the scheme are duly constructed. All un-allotted terraces / parking spaces or open spaces / areas etc. shall remain exclusively owned by the Developer unless specifically allotted to any unit Purchaser/s and the Unit Purchaser/s shall not object and consent to the Developer for allotting or using the same in any manner as they may deem fit. The Purchaser/s consent and has/have no objection for the Developer exclusively retaining an and / or constructing upon the compulsory open space from the said layout of the said total land if permissible as it/they may in its/their absolute discretion deem fit and the Purchaser/s shall not have any right, claim or interest in the construction made thereon by the Developer if any.

The Developer shall be entitled to sell or otherwise dispose off the right to put up hoardings and or advertisement/s in any part of the said total land and / or on the buildings/wings being constructed thereon.

the Developer shall be entitled to grant rights of exclusive use of all or any of the limited common areas and facilities enumerated and set out in the schedule to any of the Unit Purchaser/s as the Developer may determine and such area or facility so reserved for exclusive use by that Unit Purchaser/s shall not be a restricted facility and area for the other unit Purchaser/s and shall be available for use and enjoyment to the concerned flat Purchaser/s to the exclusion of the other unit Purchaser/s.

20. The Developer exclusive right to deal with the restricted areas and facilities:

It is hereby agreed that the Developer herein has the exclusive right of allotment of exclusive right to use and occupy different parking spaces or terraces or open spaces, space for advertisement, installation of hoardings, installation of tower/s for wireless communication, to one or more person/s of their choice. It is hereby agreed that the areas mentioned are only shall be common facilities for the said project and the Developer herein shall be entitled to declare all other areas as restricted or reserved areas and facilities or alienate and dispose off other areas and facilities in the said project, in such manner as the Developer thinks fit and proper.

21. M. O. F. Act:

This agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 and the rules made there under and amendments thereto.

22. Set Back Compensation:

The Developer alone shall be entitled to claim and receive compensation for any portion of the land/s / building/s/wing/s that may be notified for set back and claim the FSI, benefits and compensation available for areas under reservation for community center, D. P. Road/s prior to the final conveyance in favor of the proposed society / apartment owners / Ltd. Co.

23. Specifications & Amenities Applicable to Residential Units:

- Structure : standard RCC construction with high quality.
- Masonary : All walls of Bricks with external stand face plaster and internal neeru finished plaster.
- Doors : Main entrance designer door (front side only) and all laminated internal doors with superior fittings.
- Windows : Powder coated aluminum sliding windows with mosquito net seals and M.S. grills.
- Flooring and Skirting : Good quality 2' x 2' vitrified tiles.
- Toilets and Bathrooms : Designer tiles dado upto full height European pan.
- Lift : One lift of high quality.
- Plumbing : Concealed plumbing with good quality fittings.
- Electrical : Concealed electrical copper wiring with modular switches and adequate number of electrical points telephone and T.V Points in living rooms only.
- Painting : External exclusive decorate coloured finish weather coat. Internal good quality oil bond distemper in pleasing shade.
- Kitchen : Granite plate form with glazed tiles. Dado with stainless steel sink.
- Safety door for main entrance door.
- Letter Box : One for each flat.

Note:

Due to constant developments the above specifications and amenities are subject to change without any notice on account of non-availability of amenity, non availability of material or non-feasibility.

The aforesaid specifications are general and will be provided in the residential/commercial accommodation as suitable in accommodation as per the discretion of the Developer.

Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item which is agreed as aforesaid.

In witness whereof the parties hereto have hereunto set-and subscribed their respective hands on the date first herein above mentioned.

S P Real Estate
Through its Partner,

Name	Signature	Photo	Thumb
Sandeep Vasant Kendale			
Rahul Dnyaneshwar Bhosale			
Nilesh Chandrakant Shinde			

The Developers / Promoters

1) Mr. Nivrutti Ganapat Bhosale, 2) Mr. Dattatray Nivrutti Bhosale, 3) Mr. Balasaheb Nivrutti Bhosale, 4) Mrs. Suman Manohar Machuttre, 5) Mr. Bhikoba Ganpat Bhosale, 6) Mrs. Rajaram Bhikoba Bhosale, 7) Mr. Kiran Bhikoba Bhosale, 8) Smt. Bhagirathibai Maruti Bhosale, 9) Narayan Maruti Bhosale, 10) Smt. Santoshi Shivaji Bhosale, 11) Mr. Aakash Shivaji Bhosale, 12) Sopan Ganapat Bhosale, 13) Vitthal Sopan Bhosale, No. 1 to 13 all through their duly Constituted Power of Attorney to Sandeep Vasant Kendale and executed Development Agreement to S P Real Estate, partner Ship Firm for Sale of Unit.

The Owners and / or the Consenting party

The Purchaser/s

Witness :
1. Sign :
Name :
Address:

2. Sign :
Name :
Address: