

Format of

:: AGREEMENT OF SALE::

Chintamani Builders & Developers

Through its partners

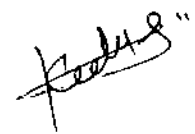
1. Mr. Sudhir Chintamani Joshi PAN No. ABAPJ5205F

Age: 64, Occu.: Builder

2. Mr. Kedar Sudhir Joshi PAN No. ALYPJ7739C

Age: 30, Occu.: Builder

Chintamani Builders And Developers



Partner

//SHRI//

:: AGREEMENT OF SALE::

THIS AGREEMENT OF SALE OF **FLATNO. ---- ON ---- FLOOR** IN "**Orchid Residency**" having Carpet Area ----- Sq. Mtrs. to be constructed on part of present S. No. 10 and 11 out of it N.A. Plot No. 21 situated at Miraj, within the limits of Sangli Miraj and Kupwad City Corporation, Sangli.

Agreed price **Rs. -----/- (Rupees ,only).**

Valuation Section Sr. No.

Govt. Valuation -

BETWEEN

1. Chintamani Builders & Developers

Through its partners

1. Mr. Sudhir Chintamani Joshi PAN No. ABAPJ5205F

Age: 64, Occu.: Builder

2. Mr. Kedar Sudhir Joshi PAN No. ALYPJ7739C

Age: 30, Occu.: Builder

(Herein after referred to as "THE OWNERS & DEVELOPERS", which term shall mean and include his legal representatives, heirs, assignee, executors, administrators, successors) of the First part, Party No.1.

AND

1. Mr. , PAN:

Age: , Occu.: . R/o. , Miraj. Tal: Miraj. Dist: Sangli.

(Herein after referred to as "THE PURCHASER", which term shall mean and include his legal representatives, heirs, assignee, executors, administrators, successors) of the Second part, Party No.2.

"PREAMBLE"

WHEREAS the S. No. 10 and 11 out of it N.A. Plot No. 21. situated at Miraj, detailed in Schedule "A" is owned and possessed by Party No.1, and has got full right to transfer or alienate or develop the same as per their sweet choice.

AND WHEREAS Party No.1 the Owners/Developers have decided to develop the said property by constructing thereon a R.C.C. Apartment type building.

AND WHEREAS, the Building Construction Permission is obtained from Sangli Miraj and Kupwad City Corporation under the No. ----- dated -----
- and accordingly Party No.1 has also started construction.

AND WHEREAS, the Party of the first part i.e. owner made it known regarding the development of the said property by placing the board on site and by other means so as to attract the customers.

AND WHERE The Owner/Developer has registered the Project under the Provisions of the Act with Real Estate Regulatory Authority at MUMBAI on -----
--- under Registration No. -----

AND WHEREAS, Party No. 2 "THE PURCHASER" who is interested in purchasing **FLAT No. -----** Floor from the said building (**Orchid Residency**) requested the owners/developers for allotment of said **FLAT No. ---**
-- from the said new construction [Detailed in **Schedule "B"**] approached to Owner/Developer and accordingly they have given inspection to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the Architect of the Owner/Developer and such other documents as are specified under the Maharashtra Apartment Ownership Act, 1970 (herein referred as " The Said Act") and rules made thereunder.

AND WHEREAS, Party No.1 have accepted the offer of PURCHASER and agreed to sell the said **FLAT No. -----** to the purchaser. To that effect Party No.1 accepted the earnest money Rs. ----- (Rs. , Only) and the remaining amount of agreed consideration will be accepted as per **Schedule 'E'**

AND WHEREAS, Party No.1 have accepted the offer of PURCHASER and agreed to sell the said **FLAT No. -----** to the purchaser in accordance with the terms and conditions as mentioned below.

The parties hereto are desirous to reduce in writing all the terms and conditions as mentioned below:-

The schedules referred to hereunder shall be deemed to be the part and parcel of this agreement and the description of which is as under,

Schedule	Particulars/Contents
----------	----------------------

- | | |
|-----|---|
| "A" | Description of the basic property. |
| "B" | Description of the said FLAT area statement. |
| "C" | Specifications and amenities provided in the said FLAT . |
| "D" | Statement of Common areas and Common amenities. |

- "E" Mode of Payment.
- "F" Statement of other expenses to be incurred by the PURCHASER.
- "G" Plan of the said FLAT agreed to be sold that is Floor Plan.
- "H" 7/12 Extract.
- "I" Map of entire property
- "J" **Certificate of Title**
- "K" Building Construction Permission.

After the Purchaser/s enquiry, the Developers herein have requested to the Purchaser/s to carry out independent search by appointing his/her/ their own Advocate and to ask any queries, he/she/they had regarding the marketable title and rights and authorities of The Owner/ Developer herein. The Purchaser/s has/have satisfied himself/ herself/ themselves in respect of the marketable title to the Owner/ Developers of the said land and interested parties therein and further rights and authorities of The Owner/ Developer herein therefore, has/have agreed to purchase the Residential tenement which is more particularly described in the Annexure 'A' herein and shown on the plan annexed hereto as Annexure-G (hereinafter referred to or called as "The said Accommodation").

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER,

1. CONSTRUCTION:-

As stated hereto before, the Sangli Miraj and Kupwad City Corporation has sanctioned building plan for the said land. The OWNERS/ DEVELOPERS herein shall continue and complete the construction of the building on the said land in accordance with the plan designs and specifications approved or to be approved by the concerned authority or within buildings/s construction rules and regulation of the local authority or concerned Developing Controlling Authority. The approved plan has been seen separately and approved by the Purchaser, subject to such alterations and modifications as the OWNER & DEVELOPER in its/their sole discretion may think fit and necessary or may be required by the concerned local authority / concerned Development Authority /Government, to be made in the same.

2. ULTERATIONS AND MODIFICATRIONS IN SANCTIONED BUILDINGS PLANS:-

The OWNER & DEVELOPER herein have specifically informed the Purchaser that, the present sanctioned building plan received form the concerned

Development Controlling Authority/ Local Authority is for the FSI available at present. The OWNER & DEVELOPER herein have specifically reserved right to change the building plan and hence the Purchaser hereby gives his/her/their irrevocable consent to the OWNER & DEVELOPER herein to carry out such alterations, modifications in the buildings plan which is under construction or to be constructed on the said land and to change the place of parking lot, to change elevation of the buildings and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, Competent Authority or Government or any officer of any Local Authority.

Provided that the OWNER & DEVELOPER herein shall have to obtain prior consent in writing of the PURCHASER if such alterations and modifications affect the internal construction or the area of the said accommodation and for that also the Purchaser herein shall have no right to withhold such permission without any reasonable cause and shall give such permission (without demanding any amount under whatsoever head, except reduction in area of the said accommodation) as and when required by the OWNER & DEVELOPER herein.

3. **CONSIDERATION OF THE ACCOMMODATION:**

Relying upon the PURCHASER representation and the assurance, the OWNERS & DEVELOPERS have agreed to sell and the PURCHASER herein has agreed to purchase said unit bearing **FLAT No. -----** carpet area admeasuring about ----- Sq. Mtrs. situated on ----- **Floor** of Building, along with the appurtenances thereto is more particularly described in schedule "C" annexed hereto. i. e. "THE SAID FLAT " at or for total consideration of **Rs.-----** -----/- (**Rupees ----- only**) excluding the expenses for stamp duty, registration fees, GST or any other taxes levied which shall be paid by the PURCHASER separately. So also it excludes the expenses for obtaining electric connection from M. S. E. D. Co Ltd. expenses for formation of Society/ Association Etc., expenses for final conveyance deed, expenses for providing backup for lifts, and maintenance of the said building, all expenses of the stamp duty and registration fees, GST, etc. which will have to be paid by the PURCHASER to the DEVELOPER/ OWNER or concerned authority separately.

The sale price of the FLAT is fixed considering the carpet area of the said FLAT. The purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately one %. The purchaser consents for the same and is aware that the consideration amount will not change in that case.

It is specifically agreed and understood between the parties hereto that, the PURCHASER herein has agreed to purchase and DEVELOPER/ OWNER herein have agreed to sell the said accommodation on ownership basis considering the carpet area of the said accommodation on lump sum basis.

IN case on the date of agreement more than one stages mentioned in Schedule "E" of this agreement are over the purchase shall make full payment of all the dues, as per stage then payable in the installments to the owner developer.

4. PAYMENT IN INSTALLMENTS :-

The PURCHASER herein is well aware that , the building / wing in which the said accommodation is situated is under construction on the part of the said land, therefore, the Purchaser has/ have agreed to pay the aforesaid agreed consideration to the DEVELOPER/OWNER herein in the manner mentioned in the Schedule "E" annexed hereto.

5. OBSERVATIONS OF CONDITIONS IMPOSED BY LOCAL AUTHORITY: -

It is hereby agreed that the DEVELOPER/ OWNER and the Purchaser herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any , which have been or which may be imposed by the local authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting completion certificate. The Purchaser herein shall not be entitled to claim possession of the said Accommodation until the completion certificate in respect of the said Accommodation is received by DEVELOPERS / OWNERS from the Local Authority and the Purchaser herein has paid all dues payable under this agreement in respect of the said Accommodation to the DEVELOPERS / OWNERS.

6. UTILISATION OF FSI / TDR:-

It is hereby declared that, sanctioned plan has been shown to the Purchaser and the Floor space index (FSI) available is shown in the aforesaid plan. In this agreement, the word FSI shall have the same meaning as understood by the planning authority under its relevant building regulations or bye -laws.

The OWNER/ DEVELOPER only shall have right to utilize the residual, available FSI or which may be increased for whatsoever reason in respect of the land or any other FSI or TDR granted by the appropriate authority and allowed to use the same on the said land by constructing or raising any additional floor/s of the buildings which is under construction or to be constructed on the said land. The

Purchaser herein by executing these presents has given his irrevocable consent for the aforesaid purposes and spate consent will not be required.

7. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE :-

The OWNER AND DEVELOPER herein have made full and true disclosure to the purchaser as to the title of THE OWNER and rights and authorities of the OWNER AND DEVELOPER in respect of the said land and TDR(if any) as well as the encumbrances, if any, known to the OWNER AND DEVELOPER. The OWNER AND DEVELOPER herein have also requested to the purchaser to carry out the search and to investigate the Marketable Title of the OWNERS and rights and authorities of the OWNER AND DEVELOPER, in respect of the said land by appointing his/he/their own advocate. As required by the purchaser the OWNER DEVELOPER herein have given all information to the Purchaser herein and he got satisfied himself with all the facts as to the Marketable Title of the OWNER and rights and authorities of the OWNER DEVELOPER and after satisfaction and acceptance of title has/have entered in to this agreement. The Purchaser hereinafter shall not be entitled to challenge or question the title of the OWNER and the rights/authority of the OWNER AND DEVELOPER in respect of the said land and further the OWNER AND DEVELOPER, rights and authority as to enter in to this agreement.

8. PAYMENT IN DUE TIME IS THE ESSENCE OF THE CONTRACT :-

It is hereby agreed that, the time for the payment as specified above is the essence of the contract and on failure on part of the purchaser to pay the same on due dates, it shall be deemed that, The purchaser has/have committed breach of the conditions of this agreement and the OWNERS AND DEVELOPERS herein shall be entitled to take such action as they/its is/ are entitled to take in case of breach of any condition of this agreement, including termination of the agreement.

9. INTEREST ON UNPAID DUE AMOUNT :-

Without prejudice to the right of the OWNERS AND DEVELOPERS to take action for breach arising out of the delay in the payment of the installment on the due dates, the Purchaser shall be bound and liable to pay interest @ 1.5% per month or part thereof monthly rest, on all the amounts which become due and payable by the Purchaser to the OWNER AND DEVELOPER till the date of actual payment, provided that tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the OWNER AND DEVELOPER under this agreement, nor shall be it construed as condonation of

7

the delay by the OWNER AND DEVELOPER against delay in payments by the Purchaser.

10. TERMINATION OF AGREEMENT:-

- a) If the Purchaser herein violates any terms and conditions of this agreement for whatsoever reason including non payment of agreed consideration within stipulated period then, the OWNER AND DEVELOPER herein shall have absolute right and authority to terminate this agreement, by standing specific default, breach or breaches of the terms and conditions being grounds behind intention o termination of the agreement and the purchaser herein within reasonable time may get the default rectified and which period will not be more than 15 days from the receipt of such notice. After giving notice in writing, if the purchaser herein fails to rectify the default/breach of the terms and conditions within aforesaid stipulated period, then the OWNER AND DEVELOPER herein shall have absolute authority to issue the 15 (fifteen) days prior notice in writing by Registered Post A.D. of its/their intention to terminate this agreement and pointing out the breach or breaches of the terms and conditions on account of which it intended to terminate this agreement and the purchaser has/have failed and/or neglected to rectify the breach or breaches within the period of 15 days of such notice. On expiry of such notice period, the OWNERS AND DEVELOPERS herein shall be entitled to issue second notice as to termination of the Agreement and thereafter the OWNER AND DEVELOPER herein entitled to deal with the said accommodation with any other prospective buyer.
- b) For whatsoever reason if the Purchaser herein desire to terminate this agreement /transaction in respect of the said accommodation then, the Purchaser herein shall issue 15 days prior notice to the OWNER AND DEVELOPER as to the intention of the Purchaser and on such receipt of the notice the OWNER AND DEVELOPER herein shall be entitled to deal with the said accommodation with any other prospective buyers.
- c) It is specifically agreed between the parties hereto that, if the transaction in respect of the said accommodation between the OWNER AND DEVELOPER and Purchaser herein terminated as stated in sub-para (a) and (b) hereinabove written then all the instruments under whatsoever head executed between the parties hereto (between the OWNER AND DEVELOPER and purchaser) herein shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.
- d) On termination of transaction in respect of the said accommodation as aforesaid the Purchaser herein shall be entitled to receive the amount being refund of

consideration paid by the Purchaser to the OWNERS AND DEVELOPER after re-dispose of said accommodation by the Purchaser as under:-

- i) If the OWNERS AND DEVELOPER is/are able to dispose off the said accommodation for the same consideration or higher consideration as to the consideration agreed between OWNERS AND DEVELOPERS and Purchaser herein then, the Purchaser herein is entitled to receive and OWNER AND DEVELOPER herein are bound to pay entire amount till then received paid by the Purchaser to the OWNER AND DEVELOPER in pursuance of this present without any interest or any additional amount under whatsoever head.
- ii) If the OWNER AND DEVELOPER is able to dispose off the said accommodation for the lesser consideration as to the consideration agreed between OWNERS AND DEVELOPERS and Purchaser herein then, the OWNERS AND DEVELOPERS herein shall be entitled to deduct the such less amount of consideration from the amount paid by the Purchaser herein to the OWNERS AND DEVELOPERS towards the part consideration of the said property and shall refund balance amount without any interest or any additional amount under whatsoever head and accordingly the Purchaser herein shall be entitled to receive the same.
- e) Notwithstanding any of the above clauses in the event of the OWNERS AND DEVELOPERS unable to give possession of the said accommodation on the due date, for reasons of there being any adverse order being passed in any proceeding by any Court, the Purchaser will be entitled to terminate this agreement and on such termination the OWNER AND DEVELOPER shall within 90 days of such termination refund the entire amount received under this agreement with interest at the rate of 6% per annum.

11. SPECIFICATIONS AND AMENITIES:-

The specifications of the said Accommodation and fixtures, fittings, and amenities to be provided by the OWNERS AND DEVELOPERS to the said Accommodation or to the said building being in which said accommodation is situated are described in the Schedule "C" annexed hereto.

If purchaser wants some additional facilities or amenities than those are provided by the developer, the purchaser shall inform the Developer the required amenities and facilities within 15 days from the execution of this agreement in writing. The Developer may at his choice accept the same by charging extra cost for it which is to be paid by the purchaser fully in advance as called by the Developer. In case purchaser fails to make the payment of extra

work as called by the Developer. Then developer is not bound to carry out the extra work. It is made clear that the Developer has liberty also to deny carrying out the said extra work. The payment of extra work shall not form the part of the amount of the amount mentioned above.

12. DELIVERY OF POSSESSION :-

- A. The developers shall complete the construction of FLAT to be sold to the purchaser within July 2019 from the date of execution of this agreement. On completion thereof Developers shall issue a written intimation to that effect to the purchaser on his/her address given in this agreement. Within eight days of receipt of such intimation, the purchaser shall pay the entire amount remaining due with interest, if any under this agreement to the developer, and on such payment the Developers shall execute the necessary conveyance in favour of the purchaser and also deliver the possession of the said FLAT to him. The Developers shall have the right to postpone the delivery of possession until the entire payment is made by the purchaser.
- B. The OWNER & DEVELOPER herein have specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the OWNERS & DEVELOPERS herein is developing the scheme with intention to have the homogeneity in the scheme as to, height and elevation of the building, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser or any owner or occupier of the tenement/s in the building or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water / water of adjacent terraces / sit out / roofs shall always have proper flow and should not obstruct the same in any manner. The Purchaser herein specifically undertakes to abide aforesaid condition and on relying upon this undertaking, the OWNER & DEVELOPER herein has agreed to allot and sale the said accommodation to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.
- C. The project on the said land shall and will be known as "**Orchid Residency**". The OWNER & DEVELOPER herein are providing amenities / material and equipment in common facilities like elevators, etc. and which has to be operated / used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the OWNER & DEVELOPER shall not be responsible after handing

over of premises to society, society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties / calamities occurred and any damages of whatsoever nature caused to any person or property for that, the OWNERS & DEVELOPERS shall and will not responsible.

16. FORMATION OF ORGANISATION OF TENEMENTS HOLDERS IN THE BUILDING/S AND PROJECT ON THE SAID LAND:-

- A) The purchaser agrees to become a member of the association or co-operative society of the Flat/Shop holders from the said building. It shall be in the sole discretion of the Developer to decide whether the property should be submitted to the provisions of the Apartment Ownership Act or whether a co-operative society should be formed. The Purchaser hereby undertake to become a member of such regulations of such association/society and, for that purpose, to sign and to execute such applications, deeds, papers, documents, affidavits, etc as may be required by the Developer.

In case of submission of the property to the provisions of Maharashtra Apartment Ownership Act, the rights of the purchaser vis a vis the other purchasers of the Flat/Shops in the said building shall be governed by the provisions of that Act, in so far as they are not inconsistent with reservations which the PROMOTERS may make in the declaration.

The nature of conveyance shall be in the discretion of the OWNER & DEVELOPER. They may execute declaration and deeds of apartments as provided by the Maharashtra Ownership Act, or he may execute sale deeds in favour of individual Flat/Shop / Shop / Godown purchasers or he may execute a sale deed of the entire property in favour of the Society or Association, as and when formed and registered.

All costs and expenses of the formation and registration of the association/ co-operative society (as the case may be) of the purchasers shall be borne by the Purchaser, proportionately. The costs and expenses in respect of the individual agreements and conveyances in respect of said FLAT shall be borne by the said Purchaser the above said expenses include stamp-duty, registration charges, typing, legal charges etc.

17. OWNER & DEVELOPER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:-

It is hereby agreed that, the OWNER & DEVELOPER herein have the exclusive right of allotment or exclusive right to use and occupy different parking spaces or terraces, space for advertisement, installation of hoardings, and installation of tower/s for wireless communication, to one or more person/s of their choice.

It is hereby agreed that the areas mentioned in the Schedule-II written hereunder under head Common Facilities only shall be the common facilities and the OWNERS & DEVELOPERS 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 such manner as the OWNERS & DEVELOPERS thinks fit.

18. PAYMENT OF TAXES, CESSSES ETC:-

From the date of the possession / Completion Certificate which ever is earlier in respect of the said Accommodation the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Accommodation and proportionate maintenance charges in respect of the said building and expenses for common facilities such as Common light meter, water pump/s expenses for lift if any etc. and non-agricultural assessment in respect of the said land to the respective authorities or/and to the ad-hoc committee appointed by the OWNER & DEVELOPER authorized committee of the Society, which is to be formed by the OWNER & DEVELOPER herein as stated hereinbefore. But it is specifically agreed between the Parties hereto that, the OWNER & DEVELOPER is not responsible/liable to pay or share in the aforesaid expenses in respect of unsold premises/accommodation in the building/s / wing/s which is/are under construction on the said land.

19. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC:-

The Purchaser/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the OWNER & DEVELOPER and THE OWNER in favour of the PURCHASER or Housing Society, as the case may be in which the Purchaser/s will be member.

20. SPECIFIC COVENANTS:-

- A. The relation between OWNER & DEVELOPER and Purchaser/s herein for the transaction in respect of the said accommodation is seller and buyer respectively and the OWNER & DEVELOPER have agreed to sell the said accommodation being constructed tenement on the terms and conditions set forth in this present. The OWNERS & DEVELOPERS herein is constructing the said accommodation at its own cost and risk and has to deliver the possession in pursuance of this present to the Purchaser/s being duly constructed tenement.
- B. The Purchaser/s herein admits and agrees to always admit that, after delivery of possession of the said accommodation by the OWNER & DEVELOPER to the

Purchaser herein, it will always be presumed that, the OWNERS & DEVELOPERS have discharged and performed all his obligations under the said agreement and as well as under The Maharashtra Ownership Flats (regulation of the promotion, of the construction, sale, management and transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970 and rules made there under.

- C. If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge, service tax etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the said Accommodation or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the OWNER & DEVELOPER from all such levies, cost and consequences.
- D. After the OWNERS & DEVELOPERS obtaining the completion certificate in respect of the said accommodation the Purchaser shall also execute such other documents such as Supplementary Agreement with Possession, Possession Receipt, Indemnity, Declaration, Undertaking, supplementary agreement etc., as might be required by the OWNER & DEVELOPER.
- E. The Purchaser is hereby prohibited from raising any objection in the matter of sale of accommodations, flats, or otherwise in the building which is to be constructed in the amenity space and allotment of exclusive right to use garage, terrace/s, car parking/s, space/s, space/s for advertisement, or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.
- F. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building or any part thereof except the said Accommodation. The Purchaser/s shall have no claim save and except in respect of the said Accommodation hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain the property of the OWNERS & DEVELOPERS until the said land and building is/are transferred to the society as hereinbefore mentioned.

- G. Any delay tolerated or indulgence shown or omission on the part of the OWNERS & DEVELOPERS in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s by the OWNERS & DEVELOPERS shall not be construed as the waiver on the part of the OWNERS & DEVELOPERS of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the OWNERS & DEVELOPERS.
- H. In the event of the Association in the project being formed before the sale and disposal of all the Accommodations / units in the project, all the power, authorities and rights of the buyers of the units in the project, shall always be subject to the OWNERS & Developer's over-all right to dispose off unsold tenements and allotment of exclusive right to use un-allotted parking space/s, terrace/s, space/s for advertisement etc. and all other rights thereto. The Purchaser/s or any other tenement holder in the building or Association as the case may be shall have no right to demand any amount from the OWNERS & DEVELOPERS herein in respect of the unsold flats/ accommodations/ tenements in the building, which is to be constructed on the said land, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.
- I. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the OWNERS & DEVELOPERS shall have all the rights under this agreement and other agreements in respect of the other accommodation shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the accommodations in the building is received by the OWNERS & DEVELOPERS.
- J. The OWNERS & DEVELOPERS herein have not undertaken any responsibility nor has he/they agreed any thing with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the OWNERS & DEVELOPERS and THE OWNER, other than the terms and conditions expressly provided under this agreement.
- K. If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has / have allotted by the OWNER & DEVELOPER to the Purchaser of any tenement in the building, the such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower

bed and if any such buyer or Occupier of tenement holders in the building commit breach of this condition, the OWNER & DEVELOPER herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, sitout, passages, open space, parking space etc. along with the said accommodation, if

- L. The OWNER & DEVELOPER herein by spending huge amount providing high quality specifications in the said accommodation and for the buildings in the project known as "**Orchid Residency**", hence Purchaser/ unauthorized persons / any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring, garbage chute etc. and considering this aspect and have the safety measures Purchasers are advice not to open such instruments or to try any changes with all these amenities otherwise guarantee / warranty may lapsed as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Purchaser nor occupier of the said accommodation or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the said accommodation because wires will not take additional load and such act will be amount to be breach of condition of this transaction.
- M. The OWNER & DEVELOPER herein by spending huge amount has made high quality external elevation for the "**Orchid Residency**" and to have the such external look forever, the OWNER & DEVELOPER herein specifically informed to the Purchaser/s herein that, any buyer of the any accommodation in the building shall and will not entitled to chisel any external walls and have any additional openings in any manner for any purpose and further shall install cooling equipments if required at the places provided for the same inside the duct and any unit shall not been seen on external elevation. The Purchaser/s herein undertakes to abide this condition and if any owner or occupier of any accommodation in the building committed breach of this condition then, the OWNER & DEVELOPER as well as Association, and its office bearers shall have absolute right and authority to close the such openings if any and recover the cost incurred for the same with interest from the such owner and occupier of the accommodation.

- N. The OWNER & DEVELOPER herein specifically informed to the Purchaser/s that, water proofing and anti termite treatment in the project the guarantee stands automatically extinguished for the accommodation, if any owner or occupier of such accommodation in the building/wing chisel the aforesaid works in any manner.

Considering this aspect the Purchaser/s herein undertake not to chisel the aforesaid work in any manner, which will cause the reason to cancel the aforesaid guarantee.

- O. The purchaser herein shall not object for the changes likely to take place because of the seasonal changes like swelling of doors, hair cracks etc.

21. COVENANTS AS TO THE USE & MAINTENANCE OF THE SAID ACCOMMODATION ETC:-

The Purchaser/s himself/ herself/ themselves with intention to bring all persons into whosoever hands the said Accommodation may come, doth hereby covenant with the OWNER & DEVELOPER as follows for the said Accommodation and also for the building in which the said Accommodation is situated.

- A. To maintain the said Accommodation at the Purchaser/s's own cost in good tenantable repair and condition from the date of possession of the said Accommodation is taken and shall not do or cause to be done anything in or to the said Accommodation or the building / wing in which the said Accommodation is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the said Accommodation and/or to the building / wing in which the Accommodation is situated and in or to the said Accommodation itself or any part thereof.
- B. Not to store in/outside the said Accommodation or surrounded area of the building/s / wing/s, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building / wing or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or caused to carried out heavy packages up to upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building / wing including entrances of the building / wing and in case of any damage is caused to the building in which the said Accommodation is situated on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.

- C. To carry at his/her/their own cost all internal repairs to the said Accommodation and maintain the said Accommodation in the same conditions, state and order in which it was delivered by the OWNERS & DEVELOPERS. Provided that for the defect liability period such repairs shall be carried out by the Purchaser/s with the written consent and under the supervision of the OWNERS & DEVELOPERS and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. But in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- D. Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Accommodation or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the accommodation and outside color scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building 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 said Accommodation.
- E. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Accommodation in the compound or any portion of the said land and the building/s / wing/s.
- F. To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Accommodation or from the date of possession, whichever is earlier and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Accommodation by the Purchaser/s viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.
- G. The Purchaser shall not let, sub-let, transfer assign or part with Purchaser interest or benefit factor of/under this agreement or part with the possession of the said Accommodation until all the dues payable by the Purchaser to the OWNER & DEVELOPER under this agreement are fully paid up and only if the

Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser has intimated in writing to the OWNER & DEVELOPER and obtained written consent thereof.

- H. The Purchaser shall observe and perform all the rules and regulations which the Association/Society as the case may be, may adopt at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said land and building which is to be constructed thereon and Flat/Shop/Units 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 the Government and other public bodies. The Purchaser shall observe and perform all the stipulations and conditions laid down by Association/Society, for the Owners of the Flat/Shop/Unit regarding the occupation and use of the Accommodation in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.
- I. Till the conveyance of the building in which the said FLAT is situated is executed, the Purchaser shall permit the OWNER & DEVELOPER and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Accommodation and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

22. NAME OF THE SCHEME AND BUILDING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the OWNER & DEVELOPER and THE OWNER herein have decided to have the name of the Project "**Orchid Residency**" and buildings will be denoted by letters as already stated in Clause No. 15 and further erect or affix OWNER & DEVELOPER'S name board at suitable places as decided by the OWNER & DEVELOPER. The Purchaser or other tenement holders in the building/s or proposed Association or its successors and THE OWNER herein is not entitled to change the aforesaid project name and remove or alter OWNER & DEVELOPER'S name board in any circumstances. This condition is essential condition of this Agreement.

23. MEASUREMENT OF THE AREA OF THE SAID FLAT:-

Notwithstanding anything contents in these presents, it is agreed by and between the parties hereto that, the OWNER & DEVELOPER herein has agreed to sell and Purchaser herein has agreed to purchase the said accommodation along with appurtenances thereto on ownership basis for the lumpsum

consideration as stated in Clause No.3 & 4 hereinabove written and which is agreed between the parties hereto, on the basis of the carpet area of the said accommodation and considering the construction of all external and internal walls of the said accommodation along with the plaster is completed and Purchaser herein prior to entered into this transaction has got determined the actual carpet area of the said accommodation and thereafter has entered into this transaction and hence hereinafter the Purchaser herein shall and will have no grievance on these ground against the OWNER & DEVELOPER.

24. REGISTRATION:-

The Purchaser shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of these presents, at the proper registration office for registration within the time limit prescribed under the registration act and the OWNER & DEVELOPER after receiving written intimation with copy of the Registration receipt will attend such office and admit execution thereof.

25. SERVICE OF NOTICES:-

All notices to be served on the Purchaser and if more than one purchaser than on the Purchaser No. 1 as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser or Purchasers as the case may be by under certificate of posting at his/her/their address/s specified in the title of this agreement or at the address intimated in writing by the Purchaser after execution of this Agreement.

26. EFFECT OF LAWS: -

This Agreement shall always be subject to the provisions of The Maharashtra Ownership Flats (Regulation of the Promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970, and the rules made there under.

27. STAMP DUTY AND REGISTRATION FEE:-

- A. As agreed between the parties hereto, the Purchaser herein has paid proper stamp-duty along with appropriate registration fees herewith. The parties herein shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the OWNER & DEVELOPER in favour of the Purchaser or in the name of the Society in which the Purchaser will be the member in respect of the said premises.
- B. Considering intention of the Purchaser herein as stated in Clause No.27 hereinabove written, the Purchaser herein has paid the aforesaid stamp to this

instrument as per Article 5 (g) (i) of Schedule-I Bombay Stamp Act 1958 and entitled to have the benefit towards the payment of the stamp duty provided there under on the transaction of resale / transfer of the said premises within one years from the date of the execution of these present.

28. ARBITRATION: -

In case of dispute or difference of opinion between the parties the same shall be referred to the Architect of the Scheme who shall work as an Arbitrator and the decision given by the said Arbitrator shall be binding on both the parties

Hence this agreement .

Drafted By

SCHEDULE " A "

Description Of The Property Where On The Construction

To Be Made:

A. Property bearing S. No. 10 & 11 out of it N.A. Plot No. 21 admeasuring 372.30 Sq. Mtrs. situated at Miraj within the limits of Sangli, Miraj and Kupwad Municipal Corporation, Tal. Miraj, Dist. Sangli bounded by towards its -

East - Road.

West - Plot No. 15 & 16.

South - Plot No. 22.

North - Plot No. 14, 20.

Hence, the Schedule "A".

SCHEDULE "B"

Description Of The Apartment and area statement

(A Flat to be transferred in favour of Purchaser/s)

The FLAT NO. ----- on ----- Floor in "-----" of Miraj City marked by red color admeasuring Area under:-

Carpet Area as per RERA	: - ----- Sq. Mtrs.
Balconey/ terrace	: - ----- Sq. Mtrs.
Built-up Area	: - ----- Sq. Mtrs.
Common Area	: - ----- Sq. Mtrs.
Total Allotted Area	: - ----- Sq. Mtrs.

(Total Bifurcation of area sold is given on demand of the Purchaser/ as per clause 25 [R])

The Said FLAT No. ----- is Bounded As Under :-

On East - -----
 On West - -----
 On South - -----
 On North - -----
 Above - -----
 Below - -----

Hence the Schedule "B".

SCHEDULE "C "

SPECIFICATION IN THE APARTMENT

1) Structure :-

The structure will be of R.C.C.framed structure as per
 I. S. Code

2) Walls:-

The External walls will be of 6" thick B.B. masonry and
 internal Partitions walls will be of 4" thick in C.M. 1:6

3) Flooring:-

2 X2 Vitrified Tiles (Plain Colour) in all rooms. Granite Otta with Stainless Steel
 Sink.

4) Doors / Windows:-

Doors: Main Entrance Door - Sal wood frame with flush
 Door. Concrete (pull cast)
 Internal Doors – Granite Frames with commercial flush
 Doors.

Windows: 3 track Aluminum Window with grill, S S Jali.

5) Plastering:-

Internal : Sponge finish plaster
 External : Sand face Plaster

6) Painting:-

Internal : Oil Bond. (Tractor Emulsion)
 External : Cement Paint.

7) Electrification: -

Concealed type copper Single Phase Wiring. Provision of T.V. in Living room,
 Geyser Power Point in Toilets.

Hence The Schedule " C "

SCHEDULE"D"

COMMON AREAS AND COMMON AMENITIES.

- 1) The land on which the building is located.
- 2) The foundation columns, girders, beams. Supports main walls, roof, corridors, lobbies, stair, stairways, and Specific entrance - exits of building.
- 3) The open areas, excluding specifically allotted terraces, open spaces, parking.
- 4) Installation of central services, power, and light water supply, drainage systems, etc.
- 5) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.
- 6) Common water meter & common M.S.E.B. meter for boreal, pump.
- 7) 4" boarwell with submersible pump.
- 8) R.C.C. sump tank & overhead water tank with 1/2 h.p. centrifuged pump.
- 9) Common terrace provided only on top slab of the building for residential unit holders only.

Hence the Schedule "D"

SCHEDULE" E "
MODE OF PAYMENT

Sr.	Percentage of Total Agreed Amount	Stage of Work
1	10%	At the time of Booking
2	20%	At the time of Plinth slab of respective floor on which flat is allotted
3	20%	At the time of Top slab of respective floor on which flat is allotted
4	15%	At the time of Completion of brick work of respective flat
5	15%	At the time of Completion of internal plastering
6	10%	At the time of Completion of external plastering
7	5%	At the time of Finishing works in respective flat
8	5%	At the time of possession of flat

9	100%	Total Amount (100%)
---	------	---------------------

The Purchaser herein shall pay the aforesaid consideration to the Owner/Developer, on due date or within 7 days from the Purchaser receiving the written intimation from the Promoters calling upon the Purchaser to make the payment. Payment in time is the essence of the contract.

Hence the Schedule "E"

SCHEDULE "F"

STATEMENT OF EXPENSES TO BE INCURRED BY THE PURCHASER AFTER THE EXECUTION OF THIS AGREEMENT:

1. Any charges for extra work done by the Vendors as per the ruiction of the PURCHASER.
2. Common contribution or one time contribution as will be decided among all flat / apartment/unit/Shop owners for common expenses after possession of unit.
3. Any type of taxes like Vat, Service Tax, or any other Tax that will be levied by the Govt. before or after execution of this agreement.

Hence the schedule "F".

Party No. 1 Owner & Developer: -

1. _____

2. _____

AND

Party No. 2 Purchaser:

Witness:-

1) _____ 2) _____

Chintamani Builders And Developers.


Partner



Sou. Arpita Ajatshatru Malgave
ADVOCATE

R/O.: 550/3B, "Om Adhyatma" Appt., Zulelal Chowk, Dr. Ambedkar Road, Sangli.

Offi. O-2, 'Lotus Heights', Opp. Adarsh School, Fort Road, Miraj 416410

F-7 " Radha- Kunj" Apartment, Opp. Dyandeep Vastra-niketan, Hindmata Chowk, Miraj. Mob. No. 8483007685, 9370467172. Email: arpitamalgave@gmail.com.

CERTIFICATE OF TITLE

This is to certify that I have verified and investigated the title regarding the property bearing S. No. 10 & 11 out of it N.A. Plot No. 21 admeasuring 372.30 Sq. Mtrs. situated at Miraj, Tal: Miraj, Dist: Sangli. For the said purpose I have verified the necessary papers and also tried to take search for last 30 years through my clerk. Moreover the paper publication was made, Considering all these aspects I hereby certify that the title of 1) **Mr. Sudhir Chintamani Joshi** 2) **Mr. Kedar Sudhir Joshi** to S. No. 10 & 11 out of it N.A. Plot No. 21 admeasuring 372.30 Sq. Mtrs. situated at Miraj, Tal: Miraj, Dist: Sangli is clear, marketable and free from any encumbrance.

Miraj

Date 28/12/2017



Adv. Mrs. Arpita A. Malgave
O-2, 'Lotus Height', Opp. Adarsh School
Fort Road, Miraj-416 410.
Mob. 9370467172, 8483007685.