AGREEMENT

This AGREEMENT FOR SALE is made and executed at Jalgaon on this _____ day of _____ Month in the year 2017,

BY AND BETWEEN

PARAKH PLEXUS REALTY LIMITED

A Company incorporated under the
Provisions of the Indian Companies Act, 2013
Having its registered Office at- UNIT NO. 65,
3rd Floor, Satyam Arcade, Ramwadi,
Pune-Nagar Road, PUNE – 411014
Corporate Office : 379, Jaikisan Wadi, JALGAON

PAN-**AAHCP2854K**

Represented through its Managing Director,

SHRI. _____

Age:- __ Years, Occupation: - Business,

Residing at_____

PAN- _____

Hereinafter called and referred to as "THE OWNER/PROMOTER/DEVELOPER", (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include all their present and future directors, employees, agents, in-interest-attorneys, nominees, legatees, executors, administrators, assignees, etc.) …… PARTY OF THE FIRST PART

AND

1) **MR_____**

Age - ____ years, Occupation – _____ residing at – _____**,** Village /City _____ Taluka- _____ District **–**_____**,** PAN-_____**.**

Hereinafter referred to as "THE PURCHASER",

(Which expression shall unless repugnant to the context or meaning thereof shall mean and include all his/her/their legal heirs, successors, executors, attorneys, representatives, administrators, assignees etc.)

…….. PARTY OF THE SECOND PART WHEREAS, 1 All that piece and parcel of the portion of land/property at Village- Pimprala, Sub-District and District- Jalgaon bearing Gat No. 284/1+2,/1+2/2+2/3+2/4+2/5+2/6 out of which lands at,

Plot No. 54 - 714.43 sq.mt., Plot No. 55 - 450.00 Sq.mt., Plot No. 56 - 450.00 Sq.mt., Plot No. 57 - 450.00 Sq.mt., Plot No.101 - 282.00 Sq.mt.,Plot No.102 - 288.00 Sq.mt. Plot No.103 - 288.00 Sq.mt.,Plot No.125 - 177.95 Sq.mt., Plot No.126 - 208.00 Sq.mt., Plot No.127 - 208.00 Sq.mt., Plot No.128 - 208.00 Sq.mt. Plot No.129 - 208.00 Sq.mt. Plot No.130 - 177.95 Sq.mt.,Plot No.131 - 208.00 Sq.mt., Plot No.132 - 208.00 Sq.mt., Plot No.133 - 208.00Sq.mt., Plot No.134 - 208.00 Sq.mt

Together totally admeasuring about 4948.33 Sq.mt. within the local limits of Jalgaon Municipal Corporation and also within the jurisdiction of Registration District Jalgaon, Sub Registrar, Jalgaon, (hereinafter for the sake of brevity jointly and collectively referred to as “the said Property/Land”).

That on 25/01/2016 a Deed of Sale was executed in favour of M/s. Parakh Plexus Realty Limited represented through its authorized Director Shri.Rajendra Keshav Bhavsar by M/s. Progressive Colonisers represented through its authorized partners, Shri Vinay Uttamchand Parakh and Shri.Omprakash Dhanraj Varma in respect of the land described herein above. The said Deed of Sale is registered with the Office of Sub Registrar Jalgaon No.3 at Serial No.276/2016.

……..By virtue of the said Deed all rights in respect of the said properties were transferred in favour of the purchaser therein, being the Developer herein and on the basis of the same the Developer herein is entitled to develop, construct structures, buildings on the said property.

That Hon’ble Collector, Jalgaon had given permission to the land owner Progressive Colonisers, Jalgaon, bearing GatNo.284/1+284/2/1+284/2/2+284/2/3+284/2/4 +284/2/5+284/2/6 situated at Mouje Pimprala Sub District and District Jalgaon by Order bearing No. Zamin/1/BinSheti/S.R./72/2007, dated 17/11/2012 to use the land for non-agricultural purpose on terms and conditions mentioned therein and by the sanctioned lay out the land was divided into 138 (One Hundred and Thirty Eight) plots all owned by Progressive Colonisers, Jalgaon. By virtue of the said Order, the said land is allowed to be developed to construct Residential building subject to the terms and conditions mentioned in the said Order.

The Jalgaon Municipal Corporation approved amalgamation of plots dated 16th March 2016 letter bearing No 2529 in respect of amalgamation of 10 plots into one plot proposed on the

aforementioned 10 plots i.e Plot No 125+126+127+128+129+130+131+132+133+134 allowed amalgamation of plots on the said lands & amalgamated final Plot No is 125+126+127+128+129+130+131+132+133+134/1 admeasuring area 2019.90 SQ. MT. subject to terms and conditions mentioned therein.

And finally amalgamation approved by revenue authority -that is Jalgaon Sub divisional Officer, Jalgaon vide their letter no. kuka/ekatrikaran/SR /7 /2016 dated 4th April 2016. The Commissioner& ADTP of Jalgaon Municipal Corporation issued a Commencement Certificate No 1189 dated -30/3/2016 in respect of construction proposed on the aforementioned properties and allowed construction of affordable housing residential buildings on the said lands.

The Promoter has proposed development of a Scheme of Flats / Units in the name and style of "MERA GHAR" on the said Property which has been declared to be situated in the Residential Zone as per the sanctioned Development Plan of Jalgaon extended area .Sheet No 8 of Jalgaon Municipal Corporation, Jalgaon.

The Carpet area of the said Apartment is _____ sq. meters and "Carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, area under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

The Promoter/Developer being in the possession of the said Property has already implemented the scheme and the construction started from 8th april 2016.

The Purchaser/s is/are aware of the commencement of construction of the residential Flats/ Units on the said Land/Property and has approached the Promoter to purchase Flat No. _____ on _____ Floor in the Building No **E 2 (E Two) 1 RK** Flat admeasuring Carpet Area _____ **sq.mt. i.e _____ sq.ft.,** along with Covered Two Wheeler parking no. **202** mentioned in parking plan attached in separate sheet in a in the building No **E 2 (E Two)** in the scheme named and styled as "MERA GHAR".

The Flat Purchaser/s herein demanded from the Promoter and the Promoter has given inspection to the Flat Purchaser/s of all the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promoter, Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and rules made there under.

The copies of 7/12 extracts showing the nature of the title of the Owner/Promoter to the said property on which the construction of units to be constructed and the copies of the plans and specifications of the flat/s agreed to be purchased by the Purchaser approved by the concerned local authority have been annexed hereto.

Only after getting himself satisfied about the absolute and marketable title of the Promoter herein and the authority of the Promoter for the due and proper performance of the aforesaid Agreement and their absolute right, authority power to sell and to assign the said flats and thereafter the Purchaser/s herein offered to the Promoter for allotment to the Flat No. _____ on _____ Floor in the Building No **E 2 (E Two) Type 1 RK** Flat admeasuring Carpet Area **_____ sq.mt. i.e _____ sq.ft** along with Covered Two Wheeler parking no. _____ mentioned in parking plan attached in separate sheet in a in the building No-E 2 (E Two) approved

from Jalgaon Municipal Corporation in the project known as “MERA GHAR” and more particularly described in Second Schedule hereunder written (hereinafter referred to as "THE SAID FLAT/S").

Relying upon the said application, declaration, agreements, offer, and subject to whatever stated herein below the Promoter agreed to sell to the Purchaser the said flat/s at the price and on the terms and conditions hereinafter appearing.

At the time of selection & booking of flat, the Purchaser/s have been paid to the Promoter a sum of Rs. _____/- (Rupees _____**)** by Cheque bearing No. _____, dated- _____ , Drawn on _____ Bank, _____ Branch, _____ City,

Rs. _____/- (Rupees _____**)** by Cheque bearing No. _____, dated- _____**/**, Drawn on _____, _____ Branch, _____ City,

Being part payment of the sale price of the Flat/Unit agreed to be sold by the Promoter to the Purchaser/s, as a deposit (the payment and receipt whereof the Promoter doth hereby admit and acknowledge).

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

(1) The Promoter herein has obtained sanction of the building/s plan/s in respect of the building/s which is/are under construction on the said property and the Promoter herein shall continue to construct and complete the construction of the said building/s on the said Property in accordance with the plans, designs and specifications approved by the concerned authority which have been seen and approved by the Purchaser/s subject to such alterations and modifications as the Promoter in its sole discretion may think fit and necessary or as may be required by the concerned local authority/Government to be made in them or any of them.

(2) The Purchaser/s hereby gives/give his/her/their irrevocable consent to the Promoter herein to carry out such alteration, modifications in the sanctioned plan/s of the said building/s as the Promoter in its sole discretion thinks fit and proper 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 Promoter shall have to obtain prior consent in writing of the purchaser/s if such alterations and modifications adversely affect the construction of the said Unit / Flat hereby agreed to be sold. The Purchaser/s herein shall have no right to withhold such permission without any reasonable cause and shall give such permission as and when required by the Promoter herein.

(3) Relying on the Purchaser’s representation and the assurances, the Promoter herein agreed to sell and the Purchaser/s has agreed to Flat No. _____ on _____ Floor in the Building No. **E 2(E Two) 1 RK** Flat admeasuring Carpet Area _____ **sq.mt. i.e** _____ **sq.ft** along with Covered Two Wheeler parking no. _____ mentioned in parking plan attached in separate sheet in a in the building No- **E 2 (E Two) 1 RK** in the scheme named and styled as “MERA GHAR”.

as per approved building plan from Jalgaon Municipal Corporation in the project known as “MERA GHAR” and more particularly described in Schedule “II” hereunder written (hereinafter referred to as ‘THE SAID UNIT / FLAT/S’) for the Total consideration of Rs. _____- (Rupees _____ Only)

Includes price of the common areas and facilities, appurtenant to the premises excluding all expenses separately mentioned herein below and expenses for stamp duty and registration fees, Vat tax, Service tax, Stationery charges which shall be paid by Purchaser separately. The nature, extent and description of the common areas and facilities are more particularly described in the Third Schedule written hereunder and the Promoter has agreed to provide the amenities in the said flat/s which are more particularly described in the Third Schedule written hereto. The Promoter and the Purchaser agree not to question or challenge the said consideration the same having been settled on lump sum basis as a package deal after considering all aspects and other terms of the agreement the Purchaser/s herein shall pay the aforesaid agreed consideration to the Promoter herein in the following manner:-

Amount Particulars of received and due amounts 1) Rs _____ Being 20% amount of the total consideration paid at the time of Completion of Plinth Beam.

2) Rs _____/_ Being 10% amount of the total consideration to be paid at the time of Completion of First Slab.

3) Rs _____/_ Being 10% amount of the total consideration to be paid at the time of Completion of Second Slab.

4) Rs _____/_ Being 10% amount of the total consideration to be paid at the time of Completion of Third Slab.

5) Rs _____/_ Being 10% amount of the total consideration to be paid at the time of Completion of Fourth Slab.

6) Rs _____**/-** Being 10% amount of the total consideration to be paid at the time of Completion of Fifth Slab.

7) Rs _____/_ Being 10% amount of the total consideration to be paid at the time of Completion of Sixth Slab.

8) Rs _____**/_** Being 5% amount of the total consideration to be paid at the time of finishing of plastering & flooring other doors and windows of the said flat.

9) Rs _____**/_** Being 5% remaining amount of the total consideration paid @ time of Possession of the said Flat.

Rs. _____/-(Rupees _____ Only) 100% Total amount of consideration.

The Purchaser herein shall pay the aforesaid amount on due date or within 07 (seven) days from the Promoter giving the written intimation to the Purchaser calling upon the Purchaser to make the payment. It is hereby agreed that the time for payment as specified above is the essence of contract and in case of failure of the Purchaser/s to pay the same on due dates it shall be deemed that the Purchaser/s has committed breach of this Agreement and the Promoter shall be entitled to take such action as is entitled to take in case of breach of the agreement.

4) It is hereby agreed that subject to the terms of this Agreement the Promoter and the Purchaser/s shall observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which have been or which may be imposed by local authority at the time of sanctioning of the said plans or any time thereafter or at the time of granting Completion

Certificate if applicable. The Purchaser/s shall not be entitled to claim possession of the said Flat/s unless the Completion Certificate in respect of the said Flat/s is received by the Promoter and the Purchaser/s pays all dues payable under this Agreement in respect of the said flat/s to the Promoter and has paid the necessary deposits and signed the possession documents etc.

5) The Total Price is escalation free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost or levies imposed by the competent authorities etc, the promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

6) the promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is compete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If refund the excess money paid by Allottee within forty – five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3 of this Agreement.

(7) It is hereby declared that the Promoter is entitled to consume the Floor Space Index (hereinafter referred to as "F.S.I.") as per the sanctioned plan. The balance F.S.I. or any of additional F.S.I. as may be granted for the said Property shall be consumed only by the Promoter even after the property is conveyed to the Cooperative Society/Apartment/ Association of Owners that will be formed. The Promoter is entitled to make use of the said F.S.I. as and when they desire. The Purchaser undertakes not to object for any further construction as shall be carried out by the Promoter for consuming the said balance F.S.I. or any additional F.S.I. as shall be granted. The Promoter may also construct at their absolute discretion, additional floors by virtue of changes in the Development Control Rules/Bye-Laws. The Promoter shall be entitled to float FSI of the property in the present scheme to any other property and vice-versa if so permitted by the concerned authority. The Promoter shall also be entitled to use the FSI of the internal roads, road widening, open space FSI, Transferable Development Rights (TDR), etc. on the said building and or other buildings in the layout of the said project as terms mentioned in said land purchase deed of deed of promoters given to Progressive Coloniser.

(8) The Promoter has made full and true disclosure of the title of the said property as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Purchaser/s nature of its right, title and interest or right to construct building/s. The Promoter has also given inspection of all the documents to the Purchaser/s as required by law. The Purchaser/s having acquainted himself/herself/themselves with all the facts and right of the Promoter has entered into this Agreement. The Purchaser/s hereinafter shall not be entitled to challenge or question the title of the Promoter and the right/authority of the Promoter in respect of the said property and to enter into this Agreement. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its title and interest in the said property and buildings to be constructed without affecting the rights

granted in favour of the Purchaser in respect of the unit agreed to be purchased by him/her/them as per the terms of the Agreements.

(9) It is hereby agreed that the time for payment as specified above is the essence of the contract and on failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has/have committed breach of this Agreement and the Promoter shall be entitled to take such action as he/she/they is/are entitled to take in case of breach of this Agreement and also to terminate this Agreement.

(10) Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Purchaser/s shall be bound and liable to pay interest @12% per annum, with quarterly interests, on all the amounts which become due and payable by the Purchaser/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as delay has been condoned by the Promoter. The amount of interest shall be informed to the Purchaser on completion of the said flat/s.

(11) On the Purchaser/s committing default in payment on due dates of any of the installment payable under this Agreement or any other amount due and payable under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and any other outgoings, deposits, etc.) or on the Purchaser/s committing breach of any of the terms and conditions of this Agreement, the Promoter shall in its sole discretion be entitled to terminate this Agreement. Provided always, the power of termination under this Agreement shall not be exercised by the Promoter, unless the Promoter has given to the Purchaser 15 (fifteen) days' prior notice in writing, of its intention to terminate the Agreement and pointing out the breach or breaches of the terms and conditions on account of which it is intended to terminate this Agreement and the Purchaser/s has/have failed and/or neglected to rectify the breach or breaches within the period of 15 (fifteen) days of such notice. Provided further that upon termination of this Agreement, the Promoter shall refund to the Purchaser/s the installments or price which the Purchaser/s might have till then paid to the Promoter, but without any interest and after deducting a lump sum amount of Rs 10000/- (Rupees Ten Thousand Only) towards administration and other expenses, etc. The aforesaid amount shall be paid by the Promoter to the Purchaser/s after resale of the said flat/s in the manner of receipt of consideration from new flat/s purchaser and on such condition the Promoter shall be entitled to resell the said flat/s and/or dispose or otherwise alienate the same in any other manner as the Promoter in its sole discretion thinks fit.

(12) The Purchaser/s is/are aware that depending upon various promises and assurances given by the Purchaser, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Purchaser for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore, in the event of this Agreement being terminated by the Purchaser for any reason whatsoever, the Promoter shall be entitled to retain, withhold and without forfeit from Agreement value & the same amount so far then paid by the Purchaser to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said flat/s. In this case reduction in price of the flat/s will be considered as damages/loss of the Promoter in addition to other loss and expenses.

(13) The specifications of the flat/s and the fixtures, fittings and the amenities to be provided by the Promoter to the said flat/s or to the said building are described in the Third Schedule annexed hereto. The Purchaser/s also agrees not to make any demand to change the existing plans. The Purchaser/s shall not demand any changes in the plan of the flat/s annexed herewith. The Promoter shall not refund any amount for deleting any items of specifications and amenities on request of the Purchaser.

(14) The Promoter herein shall give the possession of the said flat/s to the purchaser/s within **31ST JULY 2019** from the date of Registration of the said agreement and on payment of all dues payable by the purchaser to the Promoter if any in pursuance of these presents and on the Purchaser/s fulfilling his part of the Agreement. If the Promoter fails or neglects to give possession of the flat/s to the Purchaser on account of reasons beyond its control and or that of its agents as per the provisions of Section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the dates prescribed in the Section 8 of the said Act, then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the flat/s with simple interest at twelve percent per annum from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refundable by the Promoter to the purchaser, they shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction or building in which the flat/s are situated or were to be situated.

PROVIDED that the Promoter shall be entitled to reasonable extension of time for giving possession of the said flat/s on the aforesaid date, if the construction and completion of building in which the said flat/s is to be situated is delayed on account of:-Non-availability of steel, cement, other building materials, water or electric supply; War, civil commotion or act of God;

Any notice, order, rule, notification of the Government and/or other public or competent authority including the authorities under the Urban Land (Ceiling and Regulation) Act, 1976, Collector, or any disputes or matters relating to the property pending final determination by the courts or any other authorities; Changes in any Rules, Regulations and Bye-laws of various statutory bodies and authorities from time to time then affecting the development and the project; Delay in grant of any NOC/permission/licensee connection/installation of any services such as lifts, electricity and water connections and meters to the Scheme/flat, Road NOC or completion certificate from appropriate authority;

Delay or default in payment of dues by the purchaser under these presents (without prejudice to the right of Promoter to terminate this Agreement under clause 9 above); Pendente Lite;

Any act beyond the control of the Promoter;

(15) If within a period of 01 (one) year from the date of obtaining possession by the Purchaser, the Purchaser/s brings to the notice of the Promoter any defect in the Unit / flat or the building in which the Unit / flat/s are situated or the material used thereon or any unauthorized change in the construction of the said building, then wherever possible such defects or unauthorized changes shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change. The word defect hereinabove stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter itself and shall not mean defects caused by normal wear and tear, negligent use of the

premises by the Purchasers, abnormal fluctuations in the temperatures, abnormally heavy rains, etc.

Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of obtaining the Completion Certificate or from the date on which the Promoter has given the necessary intimation under this clause, whichever is earlier.

Provided further that the Purchaser/s shall not carry out any alterations of whatsoever nature in the said Unit / Flat/s 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 of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

(16) The Flat Purchaser/s shall use the said Unit / Flat/s or any part thereof or permit the same to be used for the purpose permitted by the local authority. He/She/they shall use the covered/open parking space (if allotted) only for purpose for keeping or parking the Flat Purchaser's own vehicle and in manner not inconvenient, obstructive to other unit holders.

(17) The Flat Purchaser/s along with other and Purchasers of Flat/s, etc. on completion of the building/s shall join in forming and registering the Cooperative Society/Apartment/ Association of Owners and also for this purpose from time to time sign and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the registration of such body including the bye-laws of the proposed Cooperative Society/Apartment/ Association of Owners and duly fill in, sign and return to the Promoter within 15 (Fifteen) days of the same being forwarded by the Promoter to the Flat Purchaser/s, so as to enable the Promoter to register the organization of the Flat Purchaser/s and other purchaser/s under section 10 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Rules, 1963. No objection shall be taken by the Flat Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association if the same are required to be made by the Promoter as per their commitments to various persons.

(18) Unless prevented by circumstances beyond the control of the Promoter, it is agreed that the said Property or any part thereof along with building/s constructed or to be constructed thereon shall be submitted to the provisions of Maharashtra Apartment Ownership Act, 1970, and flat/s/apartment will be conveyed by the owners and the Promoters herein within one year from and after (i) completion of construction of all buildings in the entire scheme and utilization of entire FSI and TDR, permissible to be utilized on the said Property as per Development Control Rules (whether previously got sanctioned or not) (ii) booking and sale of all units in the scheme, (iii) acceptance of the draft of Deed of Declaration/Deed of Conveyance and Deed of Apartment or such other deed by the parties concerned (i.e. owner, promoter and flat purchaser) by their mutual consent and (iv) after payment of all dues, amounts and considerations including stamp duty, etc. by all unit/flat purchasers, whichever is later. This Agreement itself is a Declaration by the Flat Purchaser/s as provided under Maharashtra Cooperative Societies Act, 1960, Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules, 1972 thereby submitting their flats/apartments to the provisions of the said Act or to any such other Act or law that may come into force.

Such conveyance and/or Declaration under section 2 of the Maharashtra Apartment Ownership Act, 1970 as the case may be shall be subject to the exclusive, limited common, etc. rights of the unit/s holders and commitments of Promoter. The Promoter shall be entitled to amend/frame the Bye-laws, Rules, etc. of the Cooperative Soceity/Apartment/Association of Owners as per the terms of this Agreement and also with a view to maintain decorum, beautification of the building, open ground and common amenities.

(19) It is hereby agreed that the Promoter has the exclusive right of allotment of different covered/open parking spaces or garages or terraces or right to develop garden in adjoining open spaces to one or more person/s of their choice, for their exclusive use and such person/s may not be the owners or holders of the flat/s. The person/s to whom such terraces or covered/open parking space/s or garage/s or open space/s are allotted shall be admitted as the members of the Cooperative Society/Apartment/Association of Owners. It is hereby agreed that the areas mentioned in sub-para of the Third Schedule shall be the common areas and facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose of other areas and facilities in such manner as the Promoter thinks fit.

(20) Commencing a week after notice in writing is given by the Promoter to the Flat Purchaser/s, that the flat/s is ready for use and occupation, the Flat Purchaser/s shall be liable to pay and bear from the date of possession of his/her/their flat/s the proportionate share (i.e. in proportion to the Floor areas of the flat/s or in lump sum monthly amount) of outgoings in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. The Flat Purchaser/s shall pay the said deposit amount before delivery of possession of the flat/s. The Flat Purchaser/s shall not be entitled to demand any interest on the said deposit. The Cooperative Society/Apartment/Association of Owners shall, after receipt of the said deposit from the Promoter, invest the amount in any Bank or Government security and utilize the interest thereof for meeting the said expenses falling to the share of the Flat Purchaser/s. After deducting the expenses for the aforesaid purposes, the remaining balance, if any, shall be held by the association and credited to the suspense account of the Cooperative Society/Apartment/Association of Owners and if any dues or over expenses are incurred for aforesaid purpose, the same shall be proportionately paid by the Flat Purchaser/s to the Cooperative Society/Apartment/Association of Owners. In the latter event Cooperative Society/Apartment/Association of Owners shall be entitled to ask for increment in the deposit amount. In the event of transfer of the flat/s by the Flat Purchaser/s (with prior permission of the Promoter or Cooperative Society/Apartment/Association of Owners as the case may be), the said deposit shall not be liable to be refunded but will be transferred in the name of the new transferee. The Flat Purchaser/s or persons claiming through him/her/them shall not be entitled to create any encumbrance or charge on the said deposit and the same shall be non-refundable. However, it is agreed that the said deposit amount deposited by the Flat Purchaser/s shall be used/utilized by the Promoter for meeting the charges of building maintenance, lift, chowkidar, common amenities, facilities, etc. for which the Flat Purchaser/s shall not raise any objection of whatsoever nature. Further it is understood that if the said deposit amount is insufficient for the Promoter for meeting the expenses towards the above said outgoings, then the said additional deposit amount shall be contributed and to be paid by the Flat Purchaser/s proportionately as demanded by the Promoter from time to time.

(21) Before delivery of possession of the flat/s, the Flat Purchaser/s shall pay to the Promoter the Flat Purchaser/s share of stamp duty and the registration charges payable, if any, payable by the Flat Purchaser/s on the conveyance or any document or instrument of transfer in respect of the said land and the building/s or flat/s or admission as member, etc. to be executed in favour of the Flat Purchaser/s herein after adjustment of the stamp duty paid to this Agreement.

(22) The Flat Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of accommodation/Unit/flat/s/two wheeler parking, etc. by the Promoter 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.

(23) The Flat Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said flat/s may come, doth hereby covenant with the Promoter as follows for the said flat/s and also for the building in which the said flat/s is situated :-

To maintain the flat/s at Flat Purchaser's own cost and good tenantable repair and condition from the date of possession of the flat/s is taken and shall not do or suffered to be done anything in or to the building in which the flat/s is situated, staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the flat/s is situated and the said flat/s itself or any part thereof.

Not to store in the flat/s any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat/s 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 whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat/s is situated, including entrance of the building in which the flat/s is situated and in case any damage is caused to the building in which the flat/s is situated or the flat/s on account of negligence or default of the flat Purchaser/s in this behalf, the flat Purchaser/s shall be liable for the consequences of the breach.

To carry at his/her/their own cost all internal repairs to the said flat/s and maintain the flat/s in the same condition, state and order in which it was delivered by the Promoter to the Flat Purchaser/s and shall not do or suffer to be done anything in or to the building in which the flat/s is situated or the flat/s which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or other public authority.

Not to demolish or cause to be demolished the flat/s or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the flat/s or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the flat/s is situated and shall keep the portion, sewers, drains, pipes in the flat/s 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 in which the flat/s is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC pardis or other structural members in the flat/s without the prior written permission of the Promoter and/or the Cooperative Society/Apartment/Association of Owners as the case may be.

Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the flat/s is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat/s in the compound or any portion of the land and the building in which the flat/s is situated.

Pay to the Promoter within 07 (seven) days on demand from the Promoter, his share of security deposit demanded by the concerned local authority or the Government for giving water, electricity or any other service connection to the building in which the said flat/s is situated.

To bear and pay increase in local taxes, Non Agricultural assessment taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the flat/s by the Flat Purchaser/s viz. user for any purpose other than for residential purpose.

The Flat Purchaser/s shall observe and perform all the rules and regulations which the Cooperative Society/Apartment/Association of Owners may adopt at its inception and the additions, alterations or amendments thereof may be made from time to time for protection and maintenance of the said building and the flat/s 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/or Government and other Public Bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Cooperative Society/Apartment/Association of Owners the occupation and use of the flat/s in the building and shall pay the contribution regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms in this Agreement.

Till a Conveyance of building in which the flat/s is situated is executed the Flat Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and conditions thereof. Not to obstruct the development work for any reason and in any way.

In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Flat Purchaser/s to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Flat Purchaser/s at his own costs and risk.

Till a separate electric meter or a water meter is installed/allotted by the MSEDCL, the Flat Purchaser/s herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her/their flat/s.

(24) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat/s or of the said plot and building or any part thereof. The Flat Purchaser/s shall have no claim save and except in respect of the flat/s hereby agreed to be sold to him/her/them all the open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said land and building is transferred to the Cooperative Society/Apartment/Association of Owners hereinbefore mentioned.

(25) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.

(26) The original of this Agreement is given to the Flat Purchaser/s. The Flat Purchaser/s 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 present, at the proper registration office for registration within 04 (four) months from the date of execution of this Agreement and on intimation thereof by Flat Purchaser/s the Promoter will attend such office and admit execution thereof. The Promoter shall not be responsible if the Flat Purchaser/s fails to register the Agreement as mentioned above.

(27) All notices to be served on the Flat Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser/s, by Registered Post Acknowledgment Due (R.P.A.D.) at his/her/their address specified hereinabove or at the address intimated in writing by the Flat Purchaser/s after execution of this Agreement.

(28) This Agreement shall always be subject to the provisions of the Maharashtra Cooperative Societies Act, 1960, Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Maharashtra Apartment Ownership Act, 1970 and the rules made there under from time to time as the case may be. (27) The Promoter has not undertaken any responsibility nor has he agreed anything with the Flat Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter and the owner/s other than the terms and conditions expressly provided under this Agreement.

(29) The Promoter has provided COMMON- Parking, MSEDCL meter connection, and other specifications/amenities as annexed herewith to the said Flat and same is acknowledged by the Flat Purchaser/s by this Agreement.

(30) If any tax including cesses, charges, levies, etc. by the Central/State/Semi-Government Corporation and/or any other authority or authorities on the sale of the flat/s, etc. and/or any of the incidents of this transaction including Vat Tax, Service Tax, Sales Tax, Tax on transfer of property in goods involved in works contracts, etc. then the Flat Purchaser/s shall be liable to pay the same with every installment of payment to the Promoter before the possession of the flat/s. The Promoter shall not be liable to pay the same. The Flat Purchaser/s shall keep the Promoter indemnified from all such liabilities/taxes/cesses, etc.

(31) Provided that the Promoter does not in any way affect or prejudice the rights hereby granted in favour of the Flat Purchaser/s in respect of the said flat/s. The Promoter shall be at liberty to sell, assign or otherwise deal with or dispose their right, title and interest in the said entire scheme or under this Agreement or in the said building hereinafter to be constructed thereon.

(32) After the possession of the premises/building is handed over or after getting the Completion Certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipal Corporation or any statutory authority, the same shall be carried out by the Flat Purchaser/s in co-operation with the Flat Purchasers of the other flat/s in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

(33) Before delivery of possession of the said flat/s, the Flat Purchaser/s shall satisfy himself/her/themselves about the correctness of the area of the said flat/s and about the quality of construction work and specifications/amenities provided. After delivery of possession the Flat Purchaser/s shall not be entitled to make any complaint therefore and all the rights regarding the same shall be deemed to have been waived.

(34) The Flat Purchaser/s has hereby irrevocably authorized the Promoter to prepare the layout and building plans of the said Property and to submit the same to the requisite authorities and obtain their sanction, to revise the plans and for the said purposes to sign all plans, applications, statements, consents, etc. without in any manner making the Flat Purchaser/s liable for any costs and affecting his/her/their interest.

(35) In case of any dispute between the Promoter and the Flat Purchaser/s regarding interpretation of any of the terms of this Agreement or regarding any aspect of the transaction including quality of construction work, defective service by the Promoter, delay in construction work and/or sale deed, alterations in the plan, parking arrangement, grant of exclusive uses, rendering of account, etc. then such dispute shall be referred to the arbitration of a single arbitrator to be appointed by the Promoter whose decision shall be final and binding on both the parties.

(36) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace flat/s in the said building including terrace above the canopy, if any, shall belong exclusively to the Promoter or respective Purchaser/s of the terrace flat/s if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace flat/s. The said terrace shall not be enclosed by the Flat Purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoter or the Association as the case may be. The Promoter shall have the right to construct flat/s, etc. on the terraces of the existing building and utilize the FSI obtained for road widening/internal roads or any other TDR obtained by the Promoter.

(37) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space above the said building, if constructed by the Promoter at their discretion shall not be a common area but shall belong exclusively to the Promoter or to the Purchaser/s of the units to whom the same will be allotted by the Promoter as per Promoter's discretion and the said terrace space is intended for the exclusive use of the Promoter or the said flat/unit Purchaser/s. The said terrace shall not be enclosed by the said flat/unit Purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoter or the Cooperative Society/Apartment/Association of Owners as the case may be. The Promoter or his assignees shall have a right to construct flat/s etc. on the said terrace towards FSI of road widening area, FSI of internal roads, TDR or any other FSI.

(38) The Promoter may allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antenna or towers for cable/satellite television, wireless, paging, mobile, cellular services, on the building and derive appropriate income therefrom in their own rights. The Promoter shall be entitled to erect hoardings on the said property and/or said building and to sell or let/lease the same and to receive income thereof and the property will be conveyed subject to the said right of the Promoter.

(39) It is specifically agreed between the parties hereto that even if before completion of the entire scheme or sale of all units should the Cooperative Society/Apartment/Association of Owners be registered/formed, then for the unsold premises/apartments/flat/s the Promoter herein shall not

be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head.

(40) The name of the project and building shall be “MERA GHAR” and this name shall not be changed without the written consent of the Promoter. The name of the Cooperative Society/Apartment/Association of Owners shall also be decided by the Promoter and which shall be at his discretion.

(41) The Flat Purchaser/s consents and authorizes the Promoter to utilize and take connections from water, electricity, sewage or drainage lines and other conveniences in the said building/project as and when they require to do so for carrying out further development and construction.

(42) It is hereby made clear that furniture layout, color scheme, elevation treatment, trees, garden, lawns, etc. shown on the pamphlet, brochure and literature are shown only for advertisement and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this Agreement. The balconies as shown in the sanctioned plan, brochure or pamphlet may be either kept as balconies or may be enclosed at the discretion of the Promoter.

(43) Any exclusive use allotted by the Promoter either of the terrace, covered/open two wheeler/ car park, open space or of any other portion shall be subject to the right of the Cooperative Society/Apartment/Association of Owners and its agent of use of the same for the specific purpose and to the extent necessary of maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc., Also if there is no common terrace or any common area on top of building and if common T.V. antenna is not provided then other unit holders shall be entitled to erect their T.V. antennae (not dish antenna) on the terrace on top of the building at the place convenient and suitable for both the said other unit holders and the unit holder/s to whom the right of exclusive use of terrace is allotted. All terraces, open spaces, parking areas, etc. which are not allowed for exclusive use to any other person/s, shall remain for the exclusive use of the Promoter and the Flat Purchaser/s herein shall not object to the same nor obstruct the Promoter from allowing such exclusive use to any other person/s.

(44) The Promoter at its discretion shall be entitled to amalgamate the said Property described in the First Schedule hereunder written with the adjoining plots/land and to jointly carryout the scheme and in the said event from time to time change/prepare the layout, change the locations of the buildings and open spaces (if any) and internal roads (if any) and get them sanctioned from proper authorities and to do all such other acts as may be required by the Promoter or legal provisions applicable thereof. The Flat Purchaser/s has given the consent for the same and if required shall give such consent in future.

(45) If any portion of the said Property adjoining the existing road is or will be reserved for the purpose of road widening or D.P. Road then the corporation may pay the compensation therefore in terms of additional F.S.I. in respect of the said portion under the road widening to be utilized in the remaining portion of the property or in any other property by floating the FSI. In such an event and as and when such FSI is granted, the Promoter shall be entitled to use the same and additional built up area in the said property either by way of construction of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the Promoter. The Flat Purchaser/s has hereby given his/her/their irrevocable consent therefore and the Promoter shall be entitled to revise the plans, get the same sanctioned from the Competent Authority, construct the additional units permitted by Jalgaon Municipal Corporation, and to

sell/allot them to various persons. The Flat Purchaser/s shall have no objection for the said new allotter to be admitted as members of the Cooperative Society/Apartment/Association of Owners. If the Jalgaon Municipal Corporation refuses to permit the FSI in respect of the area under road widening then the Promoter alone shall be entitled to the compensation in respect thereof.

(46) The Promoter shall be entitled to use the present unutilized and/or additional built up area/FSI/TDR in respect of the said Property in any other property by floating the same and/or in the same property as and when the same is permitted either by way of construction of new building or extension of the building which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining other property in this property as and when permitted by Town Planning Authority/Jalgaon Municipal Corporation. The Flat Purchaser/s has hereby given his/her/their irrevocable consent therefore and the Promoter shall be entitled to revise the plans, get them sanctioned from Jalgaon Municipal Corporation, and construct the additional units permitted by Jalgaon Municipal Corporation and to allot/sell them to various persons. The Flat Purchaser/s shall have no objection for the said new allotter to be admitted as members of the Cooperative Society/Apartment/Association of Owners. The Cooperative Society/Apartment/Association of Owners shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR as stated in above Para's on any open space and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the property. The Promoter shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.

(47) The Flat Purchaser/s hereby irrevocably authorizes the Promoter to represent him before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Flat Purchaser/s. The Promoter may till the execution of the final conveyance represent the Flat Purchaser/s to do all the necessary things/acts in all the departments of the Town Planning Authority, Jalgaon Municipal Corporation, Collect orate, Road, Water, Building Tax assessment, Government and Semi-Government departments, MSEDCL, etc. and the same shall stand ratified and confirmed by the Flat Purchaser/s herein.

(48) The Promoter herein may be constructing building on the said Property in phases and the Flat Purchaser/s herein undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Flat Purchaser/s hereby gives his/her/their irrevocable consent for revision/amendment of the building/layout or elevation plans even by shifting the locations of the buildings, open space, internal roads, position of dust bins, transformer plinths, pumping stations, etc., adding new buildings and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter.

(49) It is specifically agreed between the parties that even when the Cooperative Society/Apartment/Association of Owners of all the unit holders is formed and registered and conveyance completed the Promoter and the Promoter shall and will not be liable or required to pay any transfer fee, entrance fee, or any fee or charges under any head and also shall and will not be liable or require to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold flat/s. Also the allot tee of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

(50) The Ownership of layout Open space should be the Corporation of Jalgaon Municipal Corporation & Possession handed over by the Promoter& Remaining Plot Holders is and shall have rights to use the open spaces in the layout in the property more particularly described in the First Schedule hereunder given and/or under the entire layout. The all Plot Owners & Promoter shall be entitled to avail of the FSI that may be granted on the said open space and construct thereon a recreation/cultural hall, club house, sports complex or any other construction as may be decided by the Promoter.in its absolute discretion and retain the same for its exclusive use and ownership.

(51) It is hereby made clear that the Promoter shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Flat Purchaser/s herein or the organization in which he/she/they will become a member shall not be entitled to object the said use by the Promoter or its nominee/s or assignee/s and the flat/s or the property shall be covered subject to the said right of the Promoter and this term is the essence of this Agreement.

(52) As the Promoter will be applying to the concerned authorities for giving separate electricity meters and connections for the flat/s of the Flat Purchaser/s if there is a delay in obtaining the electricity connections from the concerned departments then in that case the Promoter may provide electrical connections/water supply through any other temporary arrangement due to which if there is improper supply of water/electricity the Promoter shall not be held responsible for the same and the Flat Purchaser/s hereby consents for any temporary arrangement that may be made in the said interim period. The Flat Purchaser/s shall pay for the proportionate charges as demanded, determined and decided by the Promoter. The Promoter shall be entitled to deduct any dues of such proportion or entire charges payable by the Flat Purchaser/s for the above from the maintenance deposit agrees for which the Flat Purchaser/s hereby gives his/her/their consents.

(53) It is hereby made clear that the organization of all the Purchaser/Unit Holders for the said scheme shall be Cooperative Society/Apartment/Association of Owners to be formed and registered under the provisions of Maharashtra Cooperative Societies Act, 1960, Maharashtra Apartment Ownership Act, 1970 as per the discretion of the Promoter. The Promoter may at its discretion and option decide to form an Cooperative Society/Apartment/Association of Owners separately of each building/wing or jointly of all the buildings/wings in the said Property. In the event of separate or more than one Cooperative Society/Apartment/Association of Owners being formed, the Promoter may decide to form a separate organization/federation of such associations for the management of the common areas and facilities common between the Cooperative Society/Apartment/Association of Owners. The decision taken by the Promoter shall be final and binding on the Flat Purchaser/s and all Cooperative Society/Apartment/Association of Owners.

(54) The consideration of the said flat/s/accommodation as agreed between the Promoter and the Purchaser herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said flat/s. This Agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 and stamp duty for this transaction is payable as per the Maharashtra Stamp Act, 1958 Schedule-1, Article 25(d). The Purchaser/s herein has paid stamp duty along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter and the Vendor/Promoter herein in favour of the Purchaser herein or in the name of the Cooperative Society/Apartment/Association of Owners in which the Purchaser will be the member in respect of the said flat/s. If any additional tax of whatsoever nature including cesses, charges, levies is levied or imposed by the Central/State/Semi-Government, Corporation and/or

any other authority or authorities or any additional stamp duty is imposed by the concerned Government and/or any other appropriate authority or authorities then the Purchaser shall be liable to pay the same at the relevant time as required by the law and the Promoter shall not be liable to pay the same.

(55) This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, as amended from time to time, and the Rules made thereunder or the provisions of the Maharashtra Apartment Ownership Act, 1970, or Maharashtra Co-operative Societies Act, 1960 and Rules made thereunder, from time to time, as the case may be.

(b) Both the parties agree that in case of disputes or differences between them, pursuant to or under or in respect of the terms and conditions of agreement and in respect of all other matters, only the Civil Courts at Jalgaon, shall have jurisdiction in respect of any disputes or differences concerning this Agreement and in case of any other forum, the parties shall be deemed to have chosen the Courts of law at pune as the only forum for their remedies.

(c) At the Time of registration of agreement to sell of this document to pay the stamp duty 6% Registration Fees 1 % & other Stationary, Drafting & Execution charges on consideration amount Rs._____/--RS (_____**)** only by the Purchaser.

ANNEXURE 'A'

FIRST SCHEDULE

(Description of the said Property/Land)

All that piece and parcel of the portion of land/property at Village- Pimprala, Sub District and District- Jalgaon Pimprala Shivar bearing Gat No.284/1+2,/1+2/2+2/3+2/4+2/5+2/6 out of which lands at,

Final Amalgamated Plot No 125+126+127+128+129+130+131+132+133+134/1(125 to 134) area admeasuring about 2019.90 sq.mt bounded as follows:

On or Towards East- By 09 meter wide Road

On or Towards West- By 09 Meter wide. Road

On or Towards North- By 12 Meter wide Road

On or Towards South- By Open Space

SECOND SCHEDULE

(Description of the said flat)

All that piece and parcel of Flat No. ____ on _____ Floor in the Building No. **E 2 (E Two) 1 RK** Flat admeasuring Carpet Area _____ **sq.mt. i.e** _____ **sq.ft** along with Covered Two Wheeler parking no. _____ mentioned in parking plan attached in separate sheet in a in the building No- **E 2 (E Two) Type 1 RK** approved from Jalgaon Municipal Corporation in the project known as "MERA GHAR" to be constructed on the property more particularly described in the First Schedule hereinabove mentioned.

ANNEXURE 'C'

THIRD SCHEDULE

SPECIFICATIONS & AMENITIES

A. SPECIFICATIONS

- **STRUCTURE**

  R.C.C. Frame Structure with 6" external and 4" thick internal walls

- **FLOOR**

  2'X2' vitrified flooring tiles for entire flat &

  Ceramic Flooring tiles in bathrooms

- **DOORS**

  Main door – Designer laminate finish C.P. door Fittings

  Internal doors - Flush Door with door fittings.

  Toilet – Waterproof doors

- **BATHROOM**

  6' height dado, wall tiles in bathroom

  C.P. fitting plumbing

  Mixer unit for hot and cold water

  Electric point for geyser

- **WINDOWS**

  2 track Aluminum with M.S. grill

- **PAINTING**

  Internal walls –Distemper Paint

  External walls –Cement Paint

- **ELECTRICAL**

  4.5 electric points in each room & 1 power point in toilet & 1 in kitchen

  Good quality switches & wire

- **KITCHEN PLATFORM**

  Green Marble top with stainless steel kitchen sink without Trolley.

B. COMMON AMENITIES / FACILITIES

- 2 Elevator of each building with gen set or power backup
- Roof water harvesting.

- Over Head Water Tank.
- Ample Space for Open Parking & 1 Two Wheeler Reserve Parking for each Flat.
- Grand and attractive entrance.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first hereinabove written.

SIGNED SEALED AND DELIVERED By the within named "Promoter":-

PARAKH PLEXUS REALTY LIMITED

SHRI. _____

Thumb Impression

_____

Photograph

SIGNED SEALED

By the within named "Purchaser/s"

1)MR. _____

Thumb Impression

_____

Photograph

SIGNED SEALED AND DELIVERED

By the within named "Purchaser/s"

PURCHASER/S

PARTY OF THE SECOND PART

In the presence of the Witnesses:

Name- .

Signature-_____

Address-.

Name- .

Signature-_____

Address- .

Jalgaon **Date**