// SHREE //

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT is made and executed at Jalgaon in respect of residential Flat, in the building called as **'PAREES HEIGHTS'** situated at Plot No.3 to 8 of Survey No.563/2 of Mehrun Shiwar, Jalgaon Tal and Dist. Jalgaon for a consideration of **Rs. ---------- (RUPEES : ---------- ONLY)**. On this **.....TH day of ----------, 2017.**

BETWEEN

PAREES BUILDCON through its Partner **PAN : AALFP4894J**

1. **SHRI. ANIL SUBHAN PATIL** Age 48 years, Occupation : Business,
2. **SHRI. VIJAY GAUTAM PATEL** Age 24 years, Occupation : Business,
3. **SHRI. LALIT KANTILAL PATEL** Age 37 years, Occupation : Business,

Office at : 3, Shilpa, M.J. College Road, Jalgaon, Tal and Dist. Jalgaon, hereinafter referred to as **'THE PROMOTOR/ OWNER/VENDOR'** (which expression shall unless it be repugnant to the context or meaning thereof shall be mean and include the said partnership firm, its partners, their heirs, legal representatives, executors, successors and administrators) of the **FIRST PART.**

AND

1. **SHRI. ----------** Age ..... years, Occupation : ----------, **PAN : ----------**
2. **SHRI. ----------** Age ..... years, Occupation : ----------, **PAN : ----------**

   Both are Residing at : ----------

All are hereinafter referred to as **'THE FLAT PURCHASER/S'** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his / their heirs, executors, permitted assigns and administrators) of the **SECOND PART.**

WHEREAS the Present Vendor Owns and Possesses a free hold piece and parcel of land bearing Plot No.3 having area 214.50 Sq.mtr., Plot No.4 having area 214.50 Sq.mtr., Plot No.5 having area 193.87 Sq.mtr., Plot No.6 having area 178.00 Sq.mtr., Plot No.7 having area 176.00 Sq.mtr., Plot No.8 having area 261.00 Sq.mtr., All the above Plots are amalgamation as per the Plan sanctioned by Assistant Director of Town Planning, Municipal Corporation of the City of Jalgaon by his Office Letter No.1120 dt.30.09.2013 and as per the order of Assistant Collector, Jalgaon Division Jalgaon by his Office Order No. Amalgamation/SR/21/ 2013 dt. 20.02.2014 and its has given **PLOT No.3 To 8** admeasuring as 1227.24 Sq.mtr., having length and widths as East side 32.70 mtr., West side 32.50 mtr., North side 36.50 mtr., and South side 41.25 mtr., situated at **SURVEY No. 563/2** of **MEHRUN SHIWAR**, Tal and Dist. Jalgaon. This Survey Number is having Non-Agricultural Permission issued by Collector, Jalgaon bearing No. Jamin/1097/SR/253/97 dt. 18.09.1998. And which are jointly bounded as :

On or towards East : 9.00 mtr., wide Road
On or towards West : Adj. S.No. 561/2C
On or towards North : 9.00 mtr., wide Road
On or towards South : 6.00 mtr., wide Road & Plot No.9

All the Plots is purchased by present Vendor by registered Sale Deed document bearing No.6208/2012 dt.09.10.2012, which is more particularly described in the Schedule-I, hereinafter referred to as **'THE SAID PLOTS'**.

AND WHEREAS the present Promotor/Onwer/ Vendor have Purchased Transferable Development Right (T.D.R.) admeasuring 495.148 Sq.mtr., of "C" Zone available from Mehrun Survey No. 561/1C+1D/2 to Pradeep Nagindas Mehata through his Power of Attorney holder Ishwar Bhagwan Varade by DRC No.21 dt. 24.08.2009 on the said Plots by way of registered Sale Deed document bearing No. 3557 dt. 21.06.2013, which is more particularly described in the Schedule-II, hereinafter referred to as "**THE SAID TDR**".

AND WHEREAS the said Plot and said TDR jointly hereinafter referred to as **"THE SAID PROPERTY"** (Schedule-I & Schedule-II)

AND WHEREAS the Promoter/Owner herein has decided to construct buildings (residential) upon the said property, considering the desire and requirement of the Promoter/Owner, the Architect prepared design for Residential building/s to be constructed on the said property and submitted the said layout and said plan for building permission which is approved and sanctioned by Commissioner, Jalgaon Municipal Corporation of the City Jalgaon by its Letter No. TP/BP/ 1024 dt. 04.02.2014, hereinafter referred to as **"THE SAID BUILDING PREMISES"** (Annexture).

AND WHEREAS by virtue of the aforesaid said Property and said Building the Promoter/Owner/ Vendor have the sole and exclusive right to construct and allot/sell Flats, units etc., in the said building/s being constructed on the said properties and to enter into Agreement/s with the Purchaser/s of the Flats/ units and to receive the sale price thereof.

AND WHEREAS as stated above the Promoter/ Owner/Vendor herein has got approved the Plans, Specifications, Elevations, Section and Details of the said Building/s from the concerned Local Authorities.

AND WHEREAS the Purchaser/s demanded from the Promoter/Owner/Vendor and the Promoter/Owner/ Vendor have given inspection to the Purchaser/s of all the documents of title relating to the said property and the plans/s, designs and specifications prepared by the aforesaid Architect of the Promoter/Owner/Vendor and such other documents as are specified under the Maharashtra Ownership Flats Regulation and the Promotion of Construction, Sale, Management and Transfer Act, 1963, (hereinafter referred to as "the said act") and the rules made hereunder;

AND WHEREAS the copy of the certificate of title issued by the Advocate of the Promoter/Owner/Vendor showing the nature of the title of the Promoter/Owner/ Vendor to the said property on which the flat/s units are constructed or are to be constructed and the copies of the plans and specifications of the flat/unit agreed to be purchased by the Flat / Unit Purchaser/s approved by the concerned local authority have been annexed hereto;

AND WHEREAS on the request of the Promoter/ Onwer/Vendor herein, the Purchaser/s herein as / have carried out necessary independent search by appointing his / her / their own Advocate regarding the title and the nature of the title of the Promoter/Owner/Vendor of the said Property. The Purchaser/s has / have satisfied himself/ herself / themselves in respect of the marke-table title of the Promoter/Owner/Vendor in respect of the said property and thereafter have agreed to purchase Flat/Unit more particularly described in the Schedule-II written hereunder herewith and delineated and demarcated in Green colour annexed hereto (herein referred to as “the said Flat / Unit”).

AND WHEREAS the Purchaser/s has / have read and understood all the terms and conditions of the Agreement / Sale Deeds and all the supporting documents executed between the Promoter / Owner /

Vendor and the land Owners. Also the Purchaser/s has / have read and understood all the content of the Indemnity Bonds /Undertakings etc., given by the Promoter/Owner/Vendor to the Collector/Corporation or any other authority and terms and conditions mentioned in Commencement Certificate, N.A. Order. And the Purchaser/agrees that this Agreement is subject to the said terms and also binding on him / her / them;

AND WHEREAS the Purchaser/s is/are aware of the fact that the Promoter/Owner/Vendor has entered or will enter into similar and / or separate Agreements with several other purchasers, persons and parties in respect of flats / units in the said building / project.

AND WHEREAS the Promoter/Owner/Vendor may form one or more society / societies / apartment / apartments associations /company / body of Flat / Unit holders or federation as per their own wish; and accordingly the present Promoter/Owner/Vendor have executed and registered a Deed of Declation under Apartment Ownership Act, 1970 and rule made there under 1972 in the office of the Sub-Registrar (Class-2) Jalgaon-3 by registered document bearing No.3370 dtd. 17.12.2015 and which seen and read by the Purchaser/ s and admitted the contains of Deed of Declaration.

AND WHEREAS the Flat / Unit Purchaser/s herein being desirous of purchasing a Flat / Unit, applied to the Promoter/Owner/Vendor for allotment of **FLAT/UNIT NO. --------** on the **---------- FLOOR** of the building are constructing on the said property.

AND WHEREAS relying on the Purchaser/s representations and assurances and subject to the terms and conditions mentioned in this agreement. The Purchaser/s consents for the same and is aware that the consideration being lump sum and will not change. The Purchaser/s agree not to question or challenge the said

consideration the same having been settled on lump sum basis after considering all aspects and other terms of the agreement. Further, the Purchaser/s is are given the right of Parking of Vehicle on the basis of first come first basis in daily routing as per convenient or as per availability of parking place for the respective vehicles.

AND WHEREAS under Section 4 of the said Act, the Promoter / Owner / Vendor is required to execute a written agreement for sale of the said flat / unit to the Flat/Unit purchaser/s being in fact these presents and the parties are required to register the said agreement under Registration Act.

NOW, THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AS UNDER :

1] The Promoter/Owner/Vendor is constructing building on the property described in **SCHEDULE-I & II** hereunder written as per the approved drawing sanction by the Jalgaon City Municipal Corporation, Jalgaon. And building shall be constructed according to the Plans approved by the local authorities and specifications as Annexed hereto which are approved by the Purchasers with such variations and modifications as the Promoter/Owner/Vendor may consider necessary for the benefit of all or as may be required by the concerned local authorities and the Flat Purchaser/s has given his/her/their irrevocable consent to such variations, modification and alternations as and when they are not affecting the said premises of the Flat Purchasers described in **SCHEDULE-III** hereunder written.

2] The Promoter/Owner/Vendor herein have agreed to sell and the Flat Purchaser/s herein agreed to purchase the said **FLAT/UNIT NO. ----------** admeasuring as **BUILT UP AREA ---------- SQ.MTRS.,**

CARPET AREA ---------- SQ.MTRS. alongwith UNDIVIDED SHARE IN LAND ---------- SQ.MTRS., & VOTING PERCENTAGE OF FLAT IS ----------% which Flat/ Unit is more particularly shown delineated and demarcated in green colour annexed hereto, at or for mutually concluded and agreed lump sum consideration of **Rs. ---------- (Rs : ---------- ---------- ONLY)** excluding expenses for Stamp Duty, Registration fees engrossing of the final sale deed and also this agreement excluding electric and water meter deposits and charges and supply thereof from the main lines, shares of out goings and amount of the sale taxes, service taxs, Vat (if applicable) if charges levied or assessed by the Government upon the transaction contem-plated herein or another special expenses, taxes, charges which may be required to be incurred by the Promoter/Owner/Vendor with respect to said premises the said expenses shall be borne by the Flat Purchaser exclusively.

3] The Flat Purchaser expects delivery of the said premises subject to payment of whole of the consideration agreed under this agreement as per the stages mentioned herein below and the construction will be completed by the Promoter/ Owner/Vendor without any obstructions or hindrances for the same as mentioned herein below. The construction will be completed, if the payments is made by all the parties as per payment schedule on the progress of the construction work as mentioned in this agreement.

4] The Flat Purchaser/s agree/s and undertake/s to pay the said amount of **Rs.----------/- (RUPEES - ---------- ONLY)** to Promoter/s and the Promoter agreed to accept the said amount of consideration as hereinabove in the following manner.

AMOUNT	PARTICULARS
10%	On Booking
15%	After Commencing plinth work & Parking Slab
10%	After Casting of First Floor Slab
10%	After Casting of Second Floor Slab
10%	After Casting of Third Floor Slab
10%	After Casting of Fourth Floor Slab
10%	After Starting of Brick Work
10%	After Starting of Plaster Work
10%	After Starting of Flooring Work
4%	On or Before electrical wiring and plumbing work
1%	At the time of Possession
100%	**RUPEES : ---------- ONLY.**

5] As per considration the Flat Purchaser have paid till the date of this Agreement to Promoter as advance amount in the following manner-

AMOUNT	PARTICULARS
Rs.	Received Rs ---------- only by Cheque No..... dt. ---------- of ---------- ---------- Bank--------- Branch.
Rs.	Received Rs ---------- only by Cheque No..... dt. ---------- of ---------- ---------- Bank--------- Branch.
Rs.	**RUPEES : ---------- ONLY.**

AND WHEREAS PROMOTER / OWNER / VENDOR has received from the Flat Purchaser a sum of **Rs. ----------/- (Rs : ---------- ONLY)** being part payment of the price of the flat agreed to be sold by the Promoter/Owner/Vendor to the Flat

Purchaser, the payment and receipt whereof the Promoter / Owner / Vendor and Purchaser both hereby admit and acknowledge. The Flat Purchaser has agreed to pay to the Promoter/ Owner/Vendor balance amount of the said sale price on or before ----------.

6] The Flat Purchaser agrees to pay the aforesaid sums on the due dates/stages, without default, whether demanded formerly or not. The payment of the installment as per Schedule above is the essence of the Agreement and the sums mentioned in the stages is the conditions precedent for the continuance of this Agreement.

7] The Promoter/Owner/Vendor hereby agrees to observe, perform and to comply with all the terms and conditions stipulations and the restrictions, if any, which may have been imposed or may be imposed by the concerned local authority at the time of sanction of the plans for construction of the building on the saidproperty, till completion thereof. The Promoter/Owner/Vendor shall obtain from the concerned local authorities, occupancy and/or completion certificate in respect of the said premises.

8] The Flat Purchaser hereby further agrees that :

a] The F.S.I. of the unsold premises, or the unbuilt premises shall remain the property of the Promoter / Owner /Vendor. The area including the staircase & landings shall remain the property of the Promoter/Owner/Vendor.

b] The F.S.I. increased during the period of construction even before and after in future shall remain the property of the Promoter/ Owner/Vendor only and the benefits thereof will be enjoyed by the Promoter/Owner/Vendor.

c] The Promoter/Owner/Vendor does hereby reserve its rights for allotment of separate terrace to the respective flat holders, exclusive parking areas to the flat holders and allotment of top floor terrace of the building to any other person and the said rights of the Promoter/ Owner/Vendor shall remain always unaffected till ultimate conveyance of the said property takes place in favour of Apartment Owners Association as may be registered and established by the Promoter/Owner/Vendor.

d] The Flat Purchasers agrees that the Flat Purchaser has no right to create any separate additional toilet than provided in the said premises at any other place in the said premises including in the balcony of the said premises.

e] The Flat Purchasers has also no right to distrub the elevation of the building while decorating the said premises internally and the Flat Purchaser shall decorate the said premises internally only.

f] The Flat Purchaser/s has to give the common maintenance for the common areas and the facilities which are provided for the building as decided.

9] The Flat Purchasers agrees to pay the Promoter/ Owner/Vendor interest at 18% per annum on all the amounts from the date/stage the amounts become due and payable by the Flat Purchaser to the Promoter/Owner/Vendor, as per this agreement. The payment of the interest by way of damages is the condition precedent for the acceptance of the delayed payment with interest shall at no time be treated as waiver of the rights of Promoter / Owner / Vendor to terminate this agreement.

10] The Flat Purchaser, on committing default in payment of the amount, on due dates or stages of any amount becoming due and payable by the Flat Purchasers to the Promoter/Owner/Vendor under this agreement including interest accrued, if any, (including the proportionate share of taxes levied by the concerned local authority and other outgoing or any other expenses) or upon the Flat Purchaser committing breach of any of the terms any conditions herein contained, the Promoter/ Owner/Vendor is entitled to terminate this Agreement as its option.

PROVIDED ALWAYS that the power of termination hereinabove contained shall not be exercised by the Promoter/Owner/Vendor, unless and until the Promoter/Owner/Vendor has given to the Flat Purchaser fifteen days prior notice in writing (the notice being sent by Registered Post Acknowledgment Due or by Under Certificate of Posting or being served personally) upon the Flat Purchaser of his intention to terminate this agreement and intimation the specific breaches of the terms and conditions in respect of which the agreement is to be terminated and default is made by the Flat Purchaser, in remedying such breach or breaches within the specific period after giving of such notice.

PROVIDED FURTHER that upon terminating this agreement as aforesaid, the Promoter/Owner/ Vendor shall refund to the Flat Purchaser after deduction of the expenses incurred, the amounts which may have been paid by the Flat Purchaser to the Promoter/Owner/Vendor after sale of the said premises to third party. The Flat Purchaser will have to execute the concellation deed. If the Flat Purchasers failed to execute the cancellation deed then those amount will not be refunded and the Promoter/Owner/Vendor thereupon shall be at

liberty to despose off or sell thesaid premises to such persons as the Promoter/Owner/Vendor may in his absolute discretion thanks fit. Upon termination of this agreement, the Flat Purchaser shall immediately hand over the documents received by him from the Promoter/Owner/ Vendor and further agrees to register the cancellation deed. The refund of the amounts by the Promoter/Owner/Vendor and cancellation of the document returning of the documents by the Flat Purchaser to the Promoter/Owner/Vendor shall be simultaneous.

11] The Flat Purchaser himself/herself with an intention to bring all the persons into whatsoever hands the said premises may come and also for the benefits of the Flat Purchasers of other premises, doth hereby covenant with the Promoter/Owner/ Vendor as follows :

a) To maintain the said premises at the Flat Purchaser's own costs in good tenantable repairs and condition from the date of the possession of the said premises is taken and shall not do or sufer to be done, anything in or to the said premises or the building in which the said premises is situated, any passage which may be against the rules, regulations of the bye-laws of the concerned local or the Purblic authority or charge, alter or make any addition to or in the said premises or the building in which the said premises is situated and/or any part thereof.

b) Not to store any goods which are hazardous, combustible, dangerous innature or are so as to damage the construction or structure of the building in which the said premises issituated, or storing of which goods is subjected by the concerned authority or the public authority or by any other Flat Purchasers of the premises in

the said building and shall not carry or cause to be carried heavy packages, whose upper floors, which may damage or likely to damage the staircase, common passages or any other structure including the entrance of the building or the said premises. In case any damage is caused to the building on account of the Flat Purchaser using the said premises in any manner as aforesaid or negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser alone shall be liable for the consequences of the breach and compensate reasonably.

c] To carry at his/her own costs all internal repairs to the said premises and maintain the same in good conditions, state and order in which it was delivered by the Promoter/Owner/ Vendor to the Flat Purchaser and shall not do or suffer to be done anything in or to the said building in which the said premises are situated and carry out all the instructions as may be given by the concerned local authority under the rules and regulations and bye-laws thereof and in the event the Flat Purchaser committing any act in contravention of the above, the Flat Purchaser shall alone be responsible and liable for the consequences thereof to the concerned. Local authority and/ or other public authorities.

d] Each floor entrance lobby on said floor will be common for all flat holders on the said Flat Purchasers of respective floor shall utilised the said lobbies of their floor in such manner show that other flat purchaser shall not have any hinderance to the other flat purchaser and shall not keep any luggages and bagages on the respective floor & said respective said lobbies of said floor shall keep always open for use.

e] Not to demolish or cause to be demolished the said premises or any part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the said premises or any part thereof, nor any alteration or elevation and modifications to the outside colour scheme of the building in which the said building is situated and shall keep the portions, sewers, drains, pipes in the said premises situate and shall not chisel or in any other manner damage the columns, beams, walls, slabs, R.C.C. pardi or other structural member of the said premises without written permission of the Promoter/Owner/Vendor and/or the Society or Association or Company as the case may be.

f] Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said premises or any part thereof or whereby increased premium shall become payable in respect of insurance.

g] Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land, open space, staircase of the said building.

h] To bear and pay increased in the local taxes, water charge and such other levies, if any, which are imposed by the concerned local authority and/or public authority or government authority, on account of change of user of the said premises, by the Flat Purchaser viz. user for the purpose other than residence.

i] The Flat Purchaser shall not, let, sublet, assign or transfer or part with the Flat Purchaser's interest or benefit factor of this agreement or part with the possession of the said premises

until all the dues payable by the said Flat Purchaser to the Promoter/Owner/Vendor under the present transaction are fully paid up and only if the Flat Purchaser has not been guilty of breach or breaches of or non observance of any of the terms and conditions of the present agreement and until the Flat Purchaser has intimated in writing to the Promoter/Owner/Vendor and seek their No Objection.

j] The Flat Purchaser shall observe and perform all the rules and regulations which the Association may adopt in its inception and the additions, alterations or amendments thereof, that may be made from time to time for the protection and maintenance of the said premises therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society, Association or the Limited Company regarding the occupation and the use of the said premises in the building and shall pay the contribution regularly and punctually towards the taxes, expenses and the other out goings in accordance with terms and conditions of this Agreement.

k] Till the conveyance of the building in which the said premises is situated is executed, the Flat Purchasers shall permit the Promoter/Owner/ Vendor and/or their surveyors, agents with or without workmen and others at all reasonable times to enter into and upon the said land and building or any part thereof in or upon the said with a view to examine the same and the condition thereof.

l] The Flat Purchaser shall not use the said premises for the industrial manufacturing purpose, workshops, auto garages, flour mill, printing press and/or liquor shop or any other immoral or illegal purposes, whether the premises agreed to be sold are residential.

m] The Flat Purchaser shall not create any sort of nuisance or annoyance in the said premises to the adjoining occupiers in the said building nor shall use the said premises as to cause vibrations to the said building.

n] The Flat Purchaser may avail loan facility for purchasing the premises from any financial institution after giving the earnest amount only, and that loan amount is to be given by the said financial institution by D.D./Cheque in the name of Promoter/Owner /Vendor herein, the appointed persons of the Promoter / Owner / Vendor will collect that Cheque/D.D. from the financial institution, the Flat Purchaser has no right to collect the said Cheque/D.D. on behalf of Promoter/Owner/Vendor.

o] The Promoter/Owner/Vendor will give one NOC to the financial institution for mortgage and that will be delivered by the Promoter/ Owner/Vendor though their appointed person in the custody of financial institution.

12] The Promoter/Owner/Vendor shall have the first and paramount lien and charge on the said premises in respect of the amount not paid by the Flat Purchaser under the terms and conditions of this agreement.

13] The Promoter/Owner/Vendor shall be at liberty to sell, assign, transfer or otherwise deal with or dispose off the rights, title, interest, in the said plot

and building subject to the protection of rights of Flat Purchasers in respect of the said premises.

14] If the Flat Purchasers neglects, omits or fails for any reasons whatsoever to pay to the Promoter/ Owner/Vendor any part of the amount due and payable to him by the Flat Purchasers, under the terms and conditions as contemplated herein (whether before or after the delivery of possession of the said premises) within the time limit specified or if the Flat Purchaser shall to any other manner fail to perform or observe the covenants and stipulations herein contained or referred to the Promoter/Owner/Vendor is entitled to re-enter upon to resume possession of the said premises and everything whatsoever therein and this Agreement shall be ceased and stand terminated. The Flat Purchaser herein agrees that on the Promoter/Owner/Vendor entry on the said premises, as aforesaid, all the rights, title and interest of the Flat Purchaser to the said premises and user of this Agreement shall cease and the Flat Purchaser shall also be liable for immediate ejectment as trees passes.

15] If the Flat Purchasers desires to obtain loan from any Bank, Corporation or other institution then it will be the liability of the Flat Puchaser alone to make the same available and also to bear all the expenses for additional copies of plans, agreements, certificates and the property described in Schedule Second to be purchased by the Flat Purchasers shall only be encumbered with the liability of such loan.

16] The Flat Purchasers shall present this agreement as well as the conveyance deed to the proper Registration Officer for registration within the time limit prescribed in the Registration Act and the Promoter/Owner/Vendor shall attend such office and admit the execution thereof.

17] The Promoter / Owner / Vendor herein has in themselves following exclusive rights.

a) Completion certificate in respect of building called **PAREES HEIGHTS** is to be obtained by us with our own expenses and if it will be provided you as and when it will be received to us from Jalgaon City Municipal Corporation, Jalgaon it may take time to obtain such completion certificate from compitent authority and you have admitted this condition and given concent for it.

b) The top floor terrace of the said building called **PAREES HEIGHTS** shall always remains ownership and possession of the Promoter/Owner/ Vendor and they have each and every right to use and utilise that said terrace as they think proper and legal. Promoter/Owner/Vendor have each and every right to develop top floor terrace by obtaining permission is necessary from local authorities and to sell or lease or any other manner transfer the said top floor terrace to the third parties and in such case third party have each and every right and utilise and use the common area and facilities of the said building by paying common expenses to the Association as and when it will be formed.

18] If at all the marginal space or adjoining terrace is allotted exclusively to the Flat Purchasers, then that is mentioned and described in **Schedule-III** hereunder written. If there is no such allotment and description in **Schedule-III**, then the Flat Purchasers has no right to the said area in any manner. It is again made clear that the Flat Purchaser to whom the right for exclusive use and enjoyment of terrace or marginal space is given, shall not erect permanent or temporary structures in any maner in the said area so as to cause

unauthorise change and unauthorise use of floor space index of the building. Such type of construction shall always be and is always prohibited by the said Flat Purchasers.

19] The parties hereto admit that this agreement is not between the employer and employees. This agreement is in respect of complete construction of the premises though the price is to be received by installments. The Flat Purchaser admits that the Promoter / Owner / Vendor is not contractor appointed by the Flat Purchasers. The specifications are prepared by the Promoter/Owner/ Vendor and accepted by the Flat Purchasers. The Flat Purchasers admits that the Promoter / Owner /Vendor has already commenced the work of construcvtion of the building as per the specifications.

20] This Agreement always shall be subject to be provisions of Maharashtra Apartment Ownership Act (Maharashtra Act No.XV), 1970 and the rules made hereunder.

21] The Flat Purchaser if wishes to sell his property will have to sale the property specifically with the terms and condition of this agreement and also as per the bye-laws settled by the Promoter/Owner/ Vendor while forming the Apartment/Association or Society.

22] The Flat Purchasers will have no right to interfere in the bye-laws, formation and scheme formation of the Apartment/Association or Society or challenge the same because the Promoter/Owner/Vendor is going to frame those bye-laws considering the total residential units in the said buildings as well as the other common facilities and maintenance from time to time.

23] And whereas the Flat Purchaser has examined the title of the Promoter/Owner/Vendor to thesaid land and also inspected the document relating to it and the Flat Purchaser is satisfied with the title of the Promoter/Owner/Vendor in respect of the said land.

24] And Whereas the Promoter/Owner/Vendor hereby declare that the said land is free from encumbrances and except the Promoter/Owner/Vendor, no other person has any right title or inerest or claim in the said land and building.

25] And Whereas the Flat Purchaser hereby declare that he has taken inspection of the Plans and Specifications of the construction on the above said land.

26] The Promoter/Owener/Vendor agreed to given possession of the said Apartment to the Flat Purchaser on or before **----------.** The possession of the said Apartment shall be given by the Promoter/Owner/Vendor to the said Flat Purchaser only at the time of Sale Deed/Deed of Apartment..

27] The Flat Purchaser shall take possession of the said apartment within 15 days of the Promoter/ Owner/Vendor giving written notice, intimating that the said Apartment is ready for use and occupation, and before taking possession, the Flat Purchaser should make himself/herself ensure that the flat is constructed as per the specifications in the agreement and there are no leakages, breakages or damages to his Apartment as to the said building, and he/she does not have any complaints for amenities provided.

After taking the possession of the Apartment purchases himself/herself as with others Flat

Purchasers will be responsible for any leakages, damages to his apartment as to the said building.

28] Notwithstanding anything contained in this Agreement or in this Clause the Promoter /Owner/ Vendor shall not incur any liability if they are unable to deliver possession of the said Apartment as provided in Clause No. 27 above, if the completion of the said building is delayed by reason of non-availability of steel or cement or on account of civil commotion, riot, war or any Act of God or on account of any notice, order, rule or notification of the Government and/or any other Public Body or Authority or on account of withholding of or delay in the grant of Building completion or occupation certification, water connection and or any other necessary facilities, permission or sanction by Government, the local and/or any such other similar Public Body or Authority or on account of any order of any Court affecting the construction work of the Building by way of injunction or other restraint order.

29] The Flat Purchaser shall have no claim save and except in respect of the said Apartment hereby agreed to be acquired by him. All open spaces, parking places, lobbies, staircase, terrace, etc. will remain to be the property of the Promoter/Owner/ Vendor until all the Apartment are sold and transferred to the Flat Purchasers thereof and the Declaration and Deed of Apartment is executed and registered and the Association is framed as provided in the Maharashtra Apartment Ownership Act, 1970.

30] The Promoter/Owner/Vendor shall comply with the provisions of Section-I of the Maharashtra Ownership Flats Act of 1963 (hereinafter referred to as "The Said Act") and the Maharashtra Apartment Ownership Act, 1970 subject thereof it is hereby expressly agreed and declared that the

acquirers of all the Apartments and premises in the said building including the Flat Purchaser herein shall join and form an Association as contemplated by the Second Mentioned Act and the Purchasers agreed to join such Association.

31] All the notices to be served on the Flat Purchaser shall be treated as duly served if sent to the Flat Purchaser by the Promoter/Owner/Vendor by Registered Post Acknowledgement Due or Under Certificate of Posting at the following address.

SHRI. ----------

Any change of the Flat Purchaser's address should be informed to the Promoter/Owner/Vendor immediately, till then the address given will be treated as correct address.

SCHEDULE- I

THE PROPERTY REFERRED TO ABOVE

All that piece and parcel of land bearing Plot No.3 having area 214.50 Sq.mtr., Plot No.4 having area 214.50 Sq.mtr., Plot No.5 having area 193.87 Sq.mtr., Plot No.6 having area 178.00 Sq.mtr., Plot No.7 having area 176.00 Sq.mtr., Plot No.8 having area 261.00 Sq.mtr., All the above Plots are amalgamation as per the Plan sanctioned by Assistant Director of Town Planning, Municipal Corporation of the City of Jalgaon by his Office Letter No.1120 dt.30.09.2013 and as per the order of Assistant Collector, Jalgaon Division Jalgaon by his Office Order No. Amalgamation/SR/21/ 2013 dt. 20.02.2014 and its has given **PLOT NO.3 TO 8** admeasuring as 1227.24 Sq.mtr., having length and widths as East side 32.70 mtr., West side 32.50 mtr., North side 36.50 mtr., and South side 41.25 mtr., situated at **SURVEY NO. 563/2** of **MEHRUN SHIWAR**, Tal and

Dist. Jalgaon. This Survey Number is having Non-Agricultural Permission issued by Collector, Jalgaon bearing No. Jamin/1097/SR/253/97 dt.18.09.1998. And which are jointly bounded as :

On or towards East	:	9.00 mtr., wide Road
On or towards West	:	Adj. S.No. 561/2C
On or towards North	:	9.00 mtr., wide Road
On or towards South	:	6.00 mtr., wide Road & Plot No.9

SCHEDULE- II

REGARDING TDR

All that movable property called Transferable Development Right (T.D.R.) admeasuring 495.148 Sq.mtr., of "C" Zone available from Mehrun Survey No. 561/1C+1D/2 to Pradeep Nagindas Mehata through his Power of Attorney holder Ishwar Bhagwan Varade by DRC No.21 dt. 24.08.2009 on the said Plots mentioned in the Schedule-I

SCHEDULE - III

DESCRIPTION OF THE SAID FLAT/APARTMENT

Flat/Unit No.	**Floor**	**Name of the Building**
----------	----------	Parees Heights
Area of Flat	**Land Holding**	**Plot No.**
---------- Sq.mtr.,	----------Sq.mtr.,	3 To 8
Survey No.	**Shiwar**	**Consideration of Flat**
563/2	Mehrun	Rs. ----------/-

together with right to use common staircase, landing. The said premises is bounded as per Plan attached vide Annexure which is bounded as :

On or towards East : ----------
On or towards West : ----------
On or towards North : ----------
On or towards South : ----------

IN WITNESS WHEREOF the Parties hereto have put their respective signature the day and year first hereinabove written. **(TYPESET BY : RAMESH M. MULEY, JALGAON)**

PAREES BUILDCON through its Partner

1. MR.ANIL SUBHAN PATIL

2. MR.VIJAY GAUTAM PATEL

3. MR.LALIT KANTILAL PATEL

THE PROMOTOR/OWNER/VENDOR
[FIRST PART]

1. SHRI. ----------

2. SHRI. ----------

THE FLAT PURCHASER
[SECOND PART]

– WITNESSESS –

1]	2]
NAME :	NAME :
ADD :	ADD :

ANNEXTURE-A

[A] COMMON AREAS & FACILITIES FOR BUILDING NO.A

- ⇨ A Staircase which leads from Ground Floor to the Top of the Building will be common for all Owners in the said Building.
- ⇨ Area below Staircase will be common for all Owners in the said Building.
- ⇨ Lift with Inverter-Battary-Back-up and Lift room in the said building will be common for all Flat Owners in the said building.
- ⇨ One Overhead Water Storage Tank will be common for all Owners in the said building.
- ⇨ Plumbing network through out the building in common area will be common for all Owners.
- ⇨ Electric wiring network through out the building in common area will be common for all Owners.
- ⇨ Necessary Light connections through out the building in common areas will be common for all Owners.
- ⇨ Drainage lines through out the building will be common for all Owners.
- ⇨ The foundations, Main Walls, Columns, Beams, Girders and roof of the building as described in the Plan which from a Part of this Deed.
- ⇨ All the Open ducts in the said building will be common for all Flat owners in the said building.

[B] COMMON AREAS & FACILITIES : FOR BUILDING NO.B

- ⇨ A Staircase which leads from Ground Floor to the Top of the Building will be common for all Owners in the said Building.
- ⇨ Area below Staircase will be common for all Owners in the said Building.
- ⇨ Lift with Inverter-Battary-Back-up and Lift room in the said building will be common for all Flat Owners in the said building.
- ⇨ One Overhead Water Storage Tank will be common for all Owners in the said building.
- ⇨ Plumbing network through out the building in common area will be common for all Owners.
- ⇨ Electric wiring network through out the building in common area will be common for all Owners.
- ⇨ Necessary Light connections through out the building in common areas will be common for all Owners.
- ⇨ Drainage lines through out the building will be common for all Owners.
- ⇨ The foundations, Main Walls, Columns, Beams, Girders and roof of the building as described in the Plan which from a Part of this Deed.
- ⇨ All the Open ducts in the said building will be common for all Flat owners in the said building.

[C] COMMON AREAS & FACILITIES JOINT FOR BUILDING NO.A & BUILDING NO.B :

- ⇨ One Security Cabin common for both building.

- ⇨ Bore-well with Electric pumps, Provision for Pump Room & pipe fittings will be common for all both buildings.

- ⇨ Marginal Open Space of Both building will be common for both building.

- ⇨ There are two Septic Tanks West side of the building which are attached to each other and they are common for both Buildings.

- ⇨ There is Parking for Cars, Two-Wheeler, and Bicycles that is shown in the plan attached herewith. The Owners of the Flat have to park their vehicles in the specific car parking area, Two-Wheeler Parking area, bicycle parking area on the first come first basis in daily routing as per convenient or as per availibility of parking place for the respective vehicles.

  The Parking area is common for all Flat holders in the Building No.A & Building No.B. Flat holders shall park their vehicles as per their convenient but not disturbing to the other Flat holders for parking their vehicles and as where the space for parking is available.

  Parking provided to both Buildings by Grantor is totally free of charge but in case the association decides to charge for parking the vehicles for creating additional funds to the association then decide the charge to be levid for Parking.

- ⇨ Internal Paver Blocks, Trees, Plantation.

- ⇨ Municiapl Water connections will be common for the use of both the buildings.

- ⇨ Two Ground Floor water tanks are also common for the use of both Buildings.

- ⇨ Because of natural slop of Plot i.e. Plot level difference while constructing Building No.A & B middle part of both the Buildings created land Scaping open to sky area (which is called as Amphi Theatre area) which is to be use for Social Functions of Flat holders in the said building only. Use of amphitheatre should not cause to any one of the Flat holders disturbance.

- ⇨ Compound wall with Entrance Gate on South side and North side.

- ⇨ Soak pit with water harvesting system.

- ⇨ Space which is provided for fixing Name of Owners.

- ⇨ Provisions for fixing Electric Meter.

[D] RESTRICTED AREAS AND FACILITIES FOR BUILDING NO.A & BUILDING NO.B :

- ⇨ Area as shown in Plan 'Slanting lines' will be Prohibited as 'No Parking'.

- ⇨ Any other small Terraces attached to the particular Flat and not accessible from common areas will be restricted to the use of that particular Flat Owner.

- ⇨ The Terrace of Building No.A & B is totally Owned & Possessed by Present Grantor only. And the present Grantor have every right to utilized that terraces as they like.

- ⇨ At present the said building is having 1.4 F.S.I. and Grantor have consumed F.S.I.+ T.D.R. rights But in case in future because of the new D.C.Rules any additional Built up area available to the both buildings then, it will entirely be the sole property of the Grantor and the Grantor will have each and every right to consume that Additional F.S.I. by constructing and selling the Units to the Prospective Purchaser and in such case, all the Owners of **PAREES HEIGHTS** shall not have any objection to avail such additional F.S.I. and in such case, such available additional F.S.I. will be consumed by Grantor by constructing units on Terrace.

- ⇨ The Balance area with undivided share in the land is totally owned and possessed by present Grantor only.

- ⇨ All the Owners in **PAREES HEIGHTS** should be bind for Sign. The Proposed Revised Plan for the Construction of Additional Units/Flats and the necessary papers or documents about each and every permission from the Competent Authority without taking any objection.

- ⇨ The Grantor reserve all absolute rights to change, cancel, amend any plans or specifications at any time without assigning any prior notice.

- ⇨ All the proposed owners in the said building should formed a Society for permanant maintenance of the building.

- ➪ All maintenance charges to maintain the entire Buildings are to be shared equally or their voting percentage by all unit holders. Even if the Flat is unoccupied and vacant then also maintenance charges are to be borne by the unit owner equally or their voting percentage share.

- ➪ In case Unit holders of Both Buildings desire to late out there Flat on rent basis in such as case the said Flat holders shall floor 10% additional charges on regular maintenance charges paid by the said Flat holders or deside by.....

ANNEXTURE-E

SPECIFICATION AND AMENITIES

STRUCTURE : ♦ R.C.C. Frame structure.

MASONARY : ♦ Externally 6" thick and Internally 4" thick brick work. Brick work with A.A.C. Block masonary.

PLASTER : ♦ Internally neeru finished cement plaster.

Externally double coat sand faced plaster.

DOORS & WINDOWS : ♦ Entrance door specially decoarative type flush door.

♦ Room doors are granite frames or wooden frame both side laminated flush door.

♦ For Toilet waterproof flush door with PVC sheet internally and laminated sheet externally.

♦ Three track powder coated aluminium sliding window with mosquitomesh, safely grills and granite seal.

FLOORING : ♦ 2'.0" x 2'.0" vitrified tiles for entire flat.

♦ Lobby and tread of stairs is in Kotta Stone/Ceramic Tiles.

♦ Toilets will have ceramic anti skid flooring. Glazed Tiles dado upto 7'.0" ht.

♦ Non skid ceramic tiles for balconies

KITCHEN & UTILITY	: ♦	Granite Kitchen Platform with stainless steel sink
	♦	Glazed/Ceramic tiles dado lintel level above Platform
	♦	One R.C.C. Loft.
	♦	Glazed/Ceramic tiles for utility area upto 4'.0" ht.
TOILETS &	: ♦	Glazed/Ceramic tiles dado upto 7'.0" level.
PLUMBING	: ♦	Quality material for Sanetory and Bath fittings.
	♦	Concealed Plumbing work.
	♦	External PVC/CPCVC and internal G.I./CPVC plumbing.
ELECTRICAL	: ♦	Concealed wiring with sufficient electrical points.
	♦	Modular electrical switches ISI Mark.
	♦	ELCB and MCBs for Safety.
	♦	Telephone and TV cable points in the Living room.
PAINTING	: ♦	Exterior - Waterproof Cement Paint.
		Internal pleasant shades in Oil bound Distemper Paint.