

SHREE**AGREEMENT TO SALE**

This AGREEMENT TO SALE of immovable property is made and executed at Akola, this _____ day of _____, Two Thousand and Twenty One.

BETWEEN

M/s. SUNIL SHRIRAM HATEKAR

Aged about 58 years, Occ. Business,

R/o. 'Torna' Tapadiya Nagar,

Akola, Tq. & Dist. Akola (M.S.)

PAN : AAGPH5304J

ADHAR : 836034077901

Mob. 9923448667

Hereinafter referred to as "THE DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof shall always deem to mean and include the present and future owners, their survivor, and the heirs, executors, administrators and assigns of such last survivor)

..... OF THE FIRST PART

AND

Mr. _____

Age _____ yrs., Occ. _____

PAN : _____

R/o. _____

Hereinafter referred to as "THE FLAT PURCHASE/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their his successors and permitted assignees alone so far as the obligations on the part of the Developer concerned)

..... OF THE SECOND PART

WHEREAS the Developer herein is entitled to all the rights of development in respect of the said land, which are more particularly described below.

Mouje Umri, Pragane Akola, Survey No. 79/1, Plot No. 01 In Layout Mouje Umri, Pr. Akola, NAP-34/Umri/Pr.Akola/43/2010-11 dated 01/08/2012.

Hereafter for the sake of brevity called as 'The Subject Land' or as 'The said Property' as the context may require or permit.

AND WHEREAS the Developer has decided to develop the said Land by constructing an ownership flats & commercial Complex, a scheme in the name of 'PAWAN PARK'.

AND WHEREAS, that the Akola Municipal Corporation sanctioned the building plan in respect of the said subject land vide Case No. 14/98/19-20, dated 30/09/2019.

AND WHEREAS a necessary N.A. Permission for the subject land has also been obtained from the Additional Collector, Akola vide his order No. NAP-34/Umri/Pr.Akola/43/2010-11 dated 01/08/2012.

AND WHEREAS the Developer herein alone has the sole and exclusive right to develop the said subject land by constructing various units on the said subject land and selling the tenements, flats/units etc to accept the consideration by any mode and to execute and get registered the appropriate documents, such as Agreement for sale, Sale deed, etc in favour of the intending Unit Purchaser/s.

AND WHEREAS the Developer herein has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement described by the Council of Architects, wherein the Developer have appointed a structural Engineer for the preparation of the structural design and drawings of the building and Developer accept the professional supervision of the Architects and Structural Engineer till the completion of the building/s to be constructed on the said subject land but the Developer has reserved the right to change such Architects and Structural Engineers before the completion of the buildings if the Developer so decides.

AND WHEREAS the Developer proposes to sell/allot the flat/tenement/Apartment and also allocate rights to exclusive use pertaining to car parking space/open space/terrace/garage appurtenant or adjoining to certain flats in the said building on Ownership basis and is/will be entering into separate Agreement for Sale/allotment of such modifications as may be desirably by the developer with a view that ultimately all such Unit Purchasers/Allotees together shall form and incorporate a Apartment Condominium/Co-operative Society/Limited Company. (hereinafter referred to as BODY/ORGANIZATION)

AND WHEREAS the unit Purchaser demanded from the developer and the Developer have given inspection to the Unit Purchaser of all the documents of title relating to the said property, the said order, the agreement and the plans, designs and specifications prepared by the Developer Architects and of such other documents as are specified under the Maharashtra Ownership flats (Regulation of construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as the 'said act') and the rules made thereunder.

AND WHEREAS the copies of Certificate of Title issued by the Attorney at Law or Advocate of the Developer, floor plans/building plans of the unit/s agreed to be purchased by the Unit Purchaser approved by the concerned local authority, commencement certificate and the consent letter of the Purchaser herein have been annexed hereto as "Annexure A", "Annexure B", "Annexure C" and "Annexure D" respectively, further copies of property card or any other relevant revenue records showing the nature of the title of the Developer to the said property on which the units are constructed, are separately shown to the Purchasers and the specifications and amenities to be provided in the said unit are more particularly setout Schedule-III hereunder written.

AND WHEREAS the Purchaser has read and understood all the terms and conditions of the Development Agreement, Power of Attorney and Sale deeds in and between the Developer and the Land Owners. Also the Flat Purchaser has read and understood all the contents of the Indemnity bonds/undertakings, etc given by the Promoter to the Collector/Corporation or any other authority, and terms and conditions mentioned in commencement certificate, NA order and Completion Certificate (if any) and purchaser agrees that this agreement is subject to the said terms and are also binding on him/her/them.

AND WHEREAS the Unit Purchaser is aware of the fact that the Developer has entered or will enter into similar and/or separate agreements with several other person/s and party/ies in respect of other Units etc. In the said building/s and/or retain for himself or any private person any portion of the said building/project/property for him/her/their/its own exclusive or restricted sole use and enjoyment and/or for utilization of any balance FSI or additional FSI or TDR.

AND WHEREAS the Unit Purchaser/s herein desirous of purchasing a flat, applied to the Developer for allotment of Flat No. _____ on _____ floor in _____ building in the project known as 'PAWAN PARK' situated at the said property and the same is more particularly described in Schedule-II hereunder written and is more particularly delineated on the map or floor plan annexed hereto and marked as

Annexure-B forming part hereof and the same is hereinafter referred to as the "Said Unit" and the common areas and facilities allocable to the said unit are more particularly described in Schedule-III-A and Schedule-B hereunder written.

AND WHEREAS the Developer has got approved from the concerned local authority the plans and specifications, elevations, sections and details of the said building/s, to be constructed on the said subject land.

AND WHEREAS while sanctioning the said plans the concerned local authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said property and the said building/s and upon due observance and performance of the sanctioned plan and/or any revisions thereafter in the sanctioned plan and only then the completion and occupation certificate in respect of the building/s shall be granted by the concerned local authority.

AND WHEREAS by virtue of the above referred the Developer alone have the sole & exclusive right to sell the tenements, flats, units, garages and the sole & exclusive right to allot Parking places, Terrace places in the said various buildings/ to be constructed by the Developer on the said subject land and enter into Agreement/s with the purchaser/s of the tenements, flats, units and to receive the consideration in respect thereof.

AND WHEREAS the Developer has accordingly commenced construction of the said building/s in accordance with the said plans and the construction will be completed in accordance with the said plans with all additional additions/ alterations/ revisions/ modifications, if any, in the said plan.

AND WHEREAS the Developer agreed to sell to the Unit Purchaser/s the above mentioned unit at a price and on the terms and conditions hereinafter appearing.

AND WHEREAS under section 4 of the said Act the Developer is required to execute a written Agreement for Sale of said flat to the Unit Purchaser/s, being in fact these presents and also register said Agreement under the Registration Act.

NOW THESE ARTICLES OF AGREEMENT WITNESSETH AND IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE

The Developer has made a full and true disclosure of the said land as well as the encumbrances, if any, known to the Developer. The Developer has also disclosed to the unit Purchaser nature of its right, title and interest or right to construct building. The Developer has also given inspection of all the original documents and given certified true copies of all documents to the Unit Purchaser as required by the law. The Builder and

Developer has also requested the Unit Purchaser to carry out the search and to investigate the title by appointing his/her/their own advocate. The Unit Purchaser having acquainted himself/herself/themselves with all the facts and right of the Developer, has entered in to this agreement. The Purchaser herein after shall not be entitled to challenge or question the title of the owner and the right of the Developer to enter into this Agreement.

2. NAME OF THE PROJECT

The name of the Project and Building shall be 'PAWAN PARK'.

3. SANCTIONS

The Developer has got sanctioned the layout and building plans of the said project by Akola Municipal Corporation and obtained NA permission from S.D.O., Akola.

4. ALTERATION AND MODIFICATION OF SANCTIONED BUILDING PLANS

The Developer herein shall construct the said building/s on the said land in accordance with the plans, designs and specifications approved by the concerned local authority, which have been seen and agreed by the Purchaser.

The Purchaser hereby agrees and give his/her/their irrevocable consent to the Developer herein to carry out such alterations, modifications in the sanctioned layout building plans, as the Developer in his 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 Developer shall have to inform in writing to the Purchaser if such alterations and modifications adversely affect the carpet area of the said flat of the purchaser. The objection and irrevocable consent to the Developer to prepare the new/revised layout and building plans even by shifting the locations of the buildings, open space, internal roads, position of dust bins, transformer plinths, plumbing stations etc adding new floors/buildings by adding new floors/buildings etc of the said land and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Developer or as and when required by the Developer, and for the said purposes to sign all plans, without in any manner making the Purchaser liable for any costs and affecting his/her interest.

And whereas the unit Purchaser is aware that the Developer has revised the sanctioned layout/building plans as shown in the brochure of the project and shifted the locations of the building, open space and has also added new building and obtained their sanctions from the concern authority as per the law. The Unit Purchaser is also aware that

the brochure of the said project is just to give a fair view of the project and the layout and building locations shown in the brochure has been revised and the Unit Purchaser agrees and gives his Irrevocable consent and has no objection for the same.

The Developer herein may be constructing the building/s on the said land in phases and the Purchaser herein undertakes not to raise any objection on any ground whatsoever shall not construct the construction in any manner.

And whereas the Unit Purchaser agrees that the Developer is entitled to acquire TDR and use the FSI of the same in the building/s complex proposed to be constructed or existing building/s and deal with and dispose off the same for its benefits. The Unit Purchaser further agrees that for the said purpose the Developer is entitled to amend, to alter and to modify the building/s plans with or without modifications as and when Developer feels necessary and Unit Purchaser gives its consent for the same.

5. CONSIDERATION AND PAYMENT SCHEDULE

Relying on the Purchaser's representations and the assurances, the developer herein has agreed to sell and the Purchaser herein agreed to purchase flat/apartment/shop/stores/office/garage and agrees to allot garden/terrace/parking space right if any, having details as under.

Hereinafter referred to as the said Apartment/Said Unit.

- A) Scheme : 'PAWAN PARK'
- B) Location : Near Pawan Vatika, Kharap Road, Akola
- C) Type of Unit : Residential Flat
- D) Unit/Flat No. : _____
- E) Floor : _____
- F) Building : _____
- G) Area : _____
- H) Total Consideration : _____
of said Unit/Flat
- I) Stamp Duty and Registration Fees : As Applicable.

Sr.No.	Amount (In Rupees)	Per (%)	Work progress
1		10%	Before Agreement
2		20%	After Plinth Work
3		10%	After 2 nd slab

4			After Brick Work of subject Flat
5			After flooring of the subject Flat
6			At the time of Possession
			Total

The above mentioned price is a unit price and the area mentioned is for the purpose of paying Stamp Duty as prescribed by the registration authorities and this is not a Sq.Ft. deal but a package deal and on the terms and conditions hereinafter appearing. The sale of the said flat is on the basis of the carpet area only. The Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately four to five%. The Purchaser consents for the same and is aware that the consideration being lump sum will not change. The Developer and the Unit Purchaser/s agreed not to question or challenge the said consideration the same having been settled on lump sum basis considering all aspects and other terms of the agreement. The unit Purchaser have paid an amount of Rs. _____ to the Developer by Cash/Cheque, through their Receipt Nos. _____ and agrees to pay the balance amount of Rs. _____ as mentioned hereinabove.

The developer has agreed to provide the amenities in the said flat which are more particularly described in the annexure-E written hereto. The purchaser agrees not to question or challenge the said consideration and same having been settled on lump sum basis after considering all aspects and other terms of the agreement. Further the purchaser is given the right of exclusive use of one stilt/podium/basement/open car park and the purchaser also agrees that if for any reason it be held that allotment of the Car park herein to the purchaser gets cancelled then the purchaser shall not be entitled to ask for refund of any amount or compensation as price herein agreed is only for the flat and allotment is made ex-gratia for beneficial enjoyment of the same. The purchaser further agrees that he will not challenge any allotment of any parking space made by the Developer to any other purchaser/s.

The consideration of the said flat is also arrived on the assurance of the Purchaser to abide by the above payment schedule only and it will not be altered by the Purchaser. The Purchaser shall make all the payments to the Developer by Demand Draft only or by local cheques.

It is confirmed by the Unit Purchaser/s that the work of construction of the said flat and building is completed upto ____ slab work is in progress.

The Unit Purchaser herein shall pay the aforesaid amount on due date or within 10 days from the Developer giving the written intimation to the Unit Purchaser calling

upon the Unit Purchaser to make the payment. Payment in time is the essence of the agreement and on failure of the Purchaser to pay the same on due dates, it shall be deemed that the Purchaser has committed breach of this agreement and the Developer shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement.

The Purchaser shall bear the expenses of the following-

- i) The legal, consultant's fee, typing and incidental expenses of this agreement (excluding stamp duty, registration fees and expenses excluding service tax (if applicable) and other taxes levied).
- ii) The charges and expenses for formation of association of apartment owners.
- iii) The MSEDCL meter deposit, transformer charges (if any) common meter installation charges.

6. TAXES AND OTHER LEVIES

If at any time, after execution of this agreement the Central Government/State Government/Local authority/Revenue authority/any other authority/any court/judicial authority/quasi judicial authority by way of any statute/rule/regulation/notification/order /judgment/executive power etc levies any tax/duty/charges/premium/levies/cess/surcharge /demands/welfare fund or any fund/betterment tax/sales tax/transfer tax/turnover tax/works contract tax/service tax, GST, penalties et cetera and put in force or shall be in force prospectively or retrospectively, in respect of the said flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Developer then reimbursed) by the Purchaser. The Purchaser hereby indemnifies the Developer from all such levies, cost and consequences.

The parties hereto understand that there is some obscurity relating to the payment of service tax/GST related to the transaction in this agreement it is, however, agreed that the liability and responsibility to pay such service tax/GST penalties and interest thereon etc shall solely be on the Purchaser. The developer shall not be liable and/or responsible for payment thereof. In the event, however if the Developer is constrained to pay any such amount, the Purchaser shall be liable to reimburse the same to the Developer together with penalties (if any) and interest from the date of payment by the Developer. It is agreed that the Developer shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by him. It is further agreed that there shall always be a charge/lien on the said flat in favour of the developer against the amount payable by the purchaser to the Developer

towards the Service Tax/GST and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc relating to this transaction.

7. TERMINATION OF AGREEMENT

On the purchaser committing default in payment to the dates, of any of the installments or any other amounts due and payable on the Purchaser committing breach of any terms and conditions of this agreement, the Developer shall in its sole discretion be entitled to terminate this Agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser fifteen days prior notice in writing of the Developer its intention to terminate this agreement and of the breach or breaches of the terms and condition in respect whereof it is intended to terminate this agreement and default shall have been made by the purchaser in remedying such breach or breaches within two weeks after such notice. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the agreement shall be terminated. The Purchaser has irrevocably agreed to the same, provided further that upon termination of this Agreement, the Developer shall refund the balance, if any, to the purchaser the installments of the consideration which the purchaser might have till then paid to the Developer, but without any interest and only after forfeiting/deducting 10% of the total agreed consideration to cover opportunity lost and towards administration and other expenses etc. The balance amount, if any, shall be paid by the Developer to the purchaser after resale of the said flat in the manner of receipt of consideration from new purchaser and on such condition the Developer shall be entitled to resale the said flat and/or dispose of or otherwise alienate the same in any other manner as the Developer in its sole discretion thinks fit. The purchaser agrees to the same. The purchaser shall have no claim except for repayment of the amount payable as mentioned above. The purchaser hereby agrees that in that event of all his/her/their rights in the said flat stand extinguished. No separate cancellation deed, its execution and registration will be required.

The Purchaser is also made aware that depending upon various promises and assurances given by the purchaser the Developer has incurred and shall incur the expenditure and will make commitments to the third parties in event of cancellation of the agreements by the purchaser for any reason whatsoever, the Developer in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this agreement being cancelled by the purchaser for any reason whatsoever, the Developer shall be entitled to retain, withhold and forfeit a minimum amount of 10% of

the total agreed consideration, from and out of the amount until then paid by the purchaser to the Developer and then the Developer shall be liable to repay only the balance amount (if any) from the amount received by the Developer on resale of the said flat. In this case reduction in price of the flat will be considered as damages/loss of the Developer in addition to the loss and expenses. In the event however that the price appreciates, the appreciation shall be to the account of the Developer alone. This is in lieu of the fact that the Purchaser will not have paid the entire consideration, and further that the cancellation is by the Purchasers/due to the fault of the Purchaser and he cannot be rewarded for the same.

8. COVENANT TO SALE

The said Units are agreed to be sold subject to :

- a. Any scheme or reservation affecting the said property or any part or parts thereof made or to be made by any Authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the said property.
- b. Its present user as residential and/or non-residential and/or other permissible users.
- c. Any relevant and necessary covenants as may be stipulated by the Developer for the more beneficial and optimum use and enjoyment of the said property (i.e. the said property together with the building thereon) in general and for the benefit of any class of holders of any flat/s and other flat/s as the case may be or any part thereof including the absolute and irrevocable right of the Developer to exclusively and absolute use and utilized as above enumerated the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said property.
- d. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land owner/s and their prospective members effecting the same and to any liability to repair or contribute to the repair of road, ways, passages, sewers, drains, gutters, fences and other like matters. The Developer shall not be required to show the creation of or define or apportion any burden.
- e. All the covenants and conditions ensuring for the benefit of the said person/s as contained in the Agreement/s made between them and/or the Developer, the said order/s passed under the Ceiling Act, Order of Layout and/or sub-division relating to the said property, order of conversion and all terms and conditions

stipulated by the Developer in respect of the common areas and facilities and amenities to be provided for the benefits of the said property or any part/s thereof.

- f. For the aforesaid purpose and all purposes of and incidental thereto, and/or for the more beneficial and optimum use and enjoyment of the various portions of the said property and/or any part/s thereof of the Developer in such manner as may be desired by the Developer, the Developer shall be entitled to grant, over, upon or in respect of any portion/s of the said property, all such rights, benefits, privileges, easements etc including right of way, right of draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and other services in the said property and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said property and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Developer. The Developer shall, if they so desires, be also at liberty to form and incorporate one ultimate body hereinafter referred to in respect of the said property and/or any parts thereof subject to the same being permissible by the authorities concerned and the Purchaser/s hereby irrevocably consents to the same. The terms ultimate body shall be accordingly construed wherever such construction is permissible in relation to said term.
- g. It being made expressly clear that the ultimate body's transfer deed/s in respect of the said property viz. The said land and/or any parts thereof with building thereon shall contain such provision which shall be accordingly framed and the burden thereof shall run with the land shall be binding upon all the persons who are the holders of their respective flat/s comprised in the said property as the Developer may reasonably require for giving effect to and/or enforcing the said restriction covenants and stipulations.
- h. It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested into each and therefore the Unit Purchaser shall have no right or remedy to defer or deny any obligation imposed on him since he has availed of the benefit factor of such obligation by reduction in the consideration hereunder.
- i. The purchaser shall not do or permit to be done any act or thing that may render void or voidable any insurance of the said land/building/s or any part thereof, whereby any increased premium shall become payable or levied in respect of the

insurance and if done it shall be the Purchaser/s sole responsibility to correct such act or thing and shall solely be liable to pay such losses, damages etc.

- j. Any natural calamity or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed, any act that is detrimental to the building as a whole.
- k. The Developer shall have a first charge and/lien on the said flat in respect of any amount payable by the Purchaser under the terms and conditions of this Agreement.
- l. Provided that the Developer does not in any way affect or prejudice the right/s hereby granted in favour of the Purchaser in respect of the said flat, the Developer shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire land or under this agreement or in the said building/s.
- m. The proposed building in amenity space will be solely owned by the developer. All the facilities in the building constructed in amenity space can be used by purchaser on payment of amount decided by the prospective owners of the said building in amenity space. This amenity space shall have facilities of convenience shops, hospital, dispensary, ATM, Open market, fitness center, banks, etc.
- n. The Developer shall be entitled to allot by way of lease or license any portion of the said land to any Government/Semi Government/Local authority/MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, mobile towers, cable T.V. etc. The Purchaser shall not be entitled to raise any objection or grievances about the same.
- o. The Developer has not undertaken any responsibility nor has agreed anything with the Purchaser orally or otherwise and there is no implied Agreement or covenant on the part of the Developer other than the terms and conditions expressly provided under this Agreement.

9. CONSTRUCTION AS PER APPROVED PLANS

The Developer has commenced the Construction of the said multistoried building/s on the said land in accordance with the plans, designs, specifications, approved by the Akola Municipal Corporation and as per ensuing building plans which have been seen and approved by the Unit Purchaser/s subject to such variation, alterations and modification as the Developer may consider necessary or as may be required by the concerned authorities to be made in them or any of them.

10. OBSERVANCE OF ALL CONDITIONS IMPOSED BY LOCAL AUTHORITIES

It is hereby agreed that the Developer and the Unit Purchaser/s shall observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which have been or which may be imposed by the concerned local authorities, State government etc at the time of sanctioning of the plans or any time thereafter or at the time of granting Completion Certificate. The unit Purchaser/s shall not be entitled to claim possession of the said Unit until the completion certificate in respect of the said unit is received by the Developer and the Unit purchaser pays all the dues payable under this agreement in respect of the said Unit to the Developer and is not guilty of breach of any of the terms of these presents. After receipt of the completion certificate from the local authority the Developer shall be absolved from or any liability in case any addition and/or alteration to the flat/building by the purchaser, any damage to the building by accident, any tempering with the geometrical sections of the buildings, lack of maintenance by the purchaser/s association, any event of force majeure and any act of GOD.

11. F.S.I.

The Developer hereby has shown the sanctioned plan to the flat/Unit Purchaser which shows the Floor Space Index (FSI) presently available and unutilized F.S.I. in respect of the said property is also shown in the Plan. In this agreement the word (FSI) of floor space index or floor Area Ratio (FAR) shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws. However it is specifically provided that if any additional FSI is allotted by P.C.M.C./Competent Authority due to any changes, alteration, amendments in the rules and bye laws in relation thereto then the said additional FSI will be utilized by the Developer in the said building and project 'PAWAN PARK' and shall also be entitled to dispose off the same as per their choice and desire. In such circumstances, the Developer shall also be entitled to construct and/or consume the said additional FSI by amending and/or modifying the existing sanctioned plan and the Developer shall be entitled to consume the said F.S.I. either by constructing additional structures/construction on and above the terrace of the referred building and/or by constructing any other additional/adjoining structure with the referred building in the land and/or otherwise as per their choice and desire.

It is also understood and agreed by and between the parties hereto that the Developer or his assignees shall have right to construct flats on the top terrace against FSI of road widening areas, FSI of internal roads, TDR or any other FSI.

In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Developer alone shall be entitled to take compensation for the same or get F.S.I./T.D.R. in lieu of compensation.

12. T.D.R.

The Developer hereby declare that the Floor Space Index available in respect of the said property is 1 {One} only and that no part of the said Floor Space Index has been utilized by the Developer elsewhere for any purpose whatsoever. In case the said Floor Space Index have been utilized by the developer elsewhere, then the Developer shall furnish to the Unit Purchaser/s all the detailed particulars in respect of such utilization of the said Floor Space Index by him. In case while developing the said property the Developer have utilized any Floor Space Index shall be disclosed by the Developer to the Unit Purchaser/s. The residual F.A.R. (F.S.I.) in the plot of the layout not consumer will be available exclusively to the Developer at all times. The Developer shall also without let, hindrance or objection on any account from the Unit Purchaser be entitled to avail and utilize anywhere on the said property or in/upon the proposed building/s FSI/TDR. The developer is entitled to utilize the residential TDR/FSI if any permitted as per revised D.C. rules and or the Developer is also entitled to put any additional floors for which adequate arrangement of amenities are already made and for putting such additional floors, the structural arrangement have already been made and about the same Purchaser/s has/have got satisfied after seeing the necessary records of the Developer and have accorded their consent for making further construction over the building already sanctioned subject to the condition of Purchaser's tenement is not altered or changed.

It is also understood and agreed by and between the parties hereto that the Promoter or his assignees shall have right to construct flats on the top terrace against FSI of road widening area, FSI of internal roads, TDR or any other FSI. In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I. / T.D.R. in lieu of compensation.

13. CONVEY THE TITLE

The Developer hereby agree that they shall, before handing over possession of the Unit/s to the Unit Purchaser/s and in any event before execution of a conveyance form and convey the title of the said property together with structures in favour of Society/ Limited Company/Condominium of Apartment Holders to be eventually formed at the discretion of the Developer.

14. INTEREST ON AMOUNTS DUE

The Unit Purchaser/s agree/s to pay to the Developer Interest at 24% per annum on all the amounts which become due and payable by the Unit Purchaser/s to the Developer under the terms of this agreement from the date the said amount is payable by the Unit Purchaser/s to the Developer. It is specifically agreed that the Developer shall be entitled to claim interest amount from the Unit Purchaser/s any time before handing over the possession of the referred Unit to them.

15. TITLE OF BUILDING

The name of the building under construction are and shall always remain as stated above and the name of the Co-operative Society/Limited Company/Condominium of Apartment Holders formed and the said land hereditaments and premises together with the building or buildings and other structure constructed thereon shall bear the same 'PAWAN PARK'. The Unit Purchasers Co-operative Society/Limited Company/Condominium of Apartment Holders as the case may be shall not change, alter or modify the said name without the prior written consent of the Developer at any time. The Unit Purchaser/s shall keep the front side and rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as the Developer construct and shall not at any time alter the position of the said elevation in any manner whatsoever without the consent in writing of the Developer. If the Unit Purchaser or any other Unit Purchaser/s of the other premises desire's to put any grills or any windows on other places and/or desires to put Air-conditioners, the same shall be according to the design supplied by the Developer and in such prices or in such manner as may be directed by the Developer.

In the event of the ultimate body being formed and registered before the sale and disposal of all the Units by the Developer in the said building the power and authority of the society so formed or of the Unit holders and the Unit Purchasers of the other items in the building shall be subject to the overall authority and control of the Developer in respect of any of the matters concerning the said building/s, the construction and completion thereof and all amenities pertaining to the same and in particular the Developer shall have absolute authority and control as regards the unsold Units and other premises and the disposal thereof.

The Developer shall be liable to pay only the Municipal Taxes, as actual in respect of the unsold flats and other premises and the token sum of Rs. 11/- (Rs. Eleven only) per month towards out goings in respect of the unsold Units. In case the Deed of Conveyance is executed in favour of the Ultimate Body the disposal by the Developer of all the flats and other premises in the said buildings, then and in such case the Developer/Member in

respect of such unsold premises and as and when such premises are sold, to the person of the choice and at the discretion of the Developer (the realizations belonging to the Developer alone) the Ultimate Body shall admit as members the Purchasers of such premises without charging any premises or any other extra payment. The Developer shall not and will not be liable or required to pay any transfer fees, entrance fees or any fees or charges under any head and also will not be liable or required 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 units other than the token sum of Rs. 11/- per month as mentioned above and also the allottees of such unit shall be liable to pay maintenance from the date of allotment and delivery of possession.

It shall be the option of the Developer either to have one or two ultimate Body/ies in respect of all or different group of Building/s to be constructed by the Developer as aforesaid on the said property or on the said layout land and to convey the said property or the said layout land to such ultimate body/society or to have separate co-operative Housing societies in respect of the different buildings/flats to be constructed by the Developer, in which event, such different building or buildings/flats together with the land appurtenant thereto (to the extent and of the dimensions as may be decided upon by the Builders) shall be conveyed in favour of the separate bodies Co-operative Housing Societies with adequate means of access to each of such buildings, with provisions for maintenance and repairs by the societies concerned of the water tanks, water and other pipes and amenities and giving access to the respective building/s. The provisions here in above contained in the proceeding clause for conveying the said building/s and the said property described in the schedule-I hereunder shall be subject to the provision of this clause.

16. POSSESSION OF UNIT

The Developer shall give possession OF THE SAID Unit to the Unit Purchaser/s on or before 24 months from the date of this agreement, subject to the terms of this agreement and receipt of Completion Certificate from the local authorities and on receiving all the dues payable by the Unit Purchaser, and necessary bond, undertaking, affidavit, receipt, etc in respect to any such present and future payments, dues, fees, etc are signed and delivered to the Developer, if any.

However, Unit Purchaser will not be entitled to claim or get the possession of his/her/their Unit till he/she/they rectify breach, if any, of any of the terms presents. In pursuance of these presents if the Developer fail or neglect to give possession of the Unit to the Unit Purchaser/s on account of reasons beyond their and/or their agents control as per the provisions of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date

or the date or dates prescribe in section 8 of the said Act then the Developer shall be liable on demand to refund to the Unit Purchaser/s the amount/s received by them in respect of the Unit/s with simple interest at 9% per annum, from the date the Developer received the sum till the date the amount and interest thereon is repaid. Provided that by mutual consent it is agreed that dispute, whether the stipulation 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 refunded by the Developer to the Unit Purchaser/s, they shall, subject to prior encumbrances if any, have charge on the said property as well as the construction or building in which the Unit/s are situated or were to be situated.

Provided that the Developer shall be entitled to reasonable extension of time for giving possession of said Unit on the aforesaid date, if the completion of building in which the Unit is to be situated is delayed on account of,

- i. Non-availability of steel, cement, other building material, water or electric supply, labour problem.
- ii. War, civil commotion or act of God
- iii. Any notice, order, rules, notification of the Government and/or 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.
- iv. Any stay or injunction order from any court.
- v. Delay or default in payment of any installment or dues by the final Purchaser (this is without prejudice to the right of the Developer under clause ____ above).
- vi. Delay by Local Authority in Issuing or granting necessary Completion Certificate or Occupation Certificate.
- vii. Any other circumstances beyond the control of the Developer or force majeure.
- viii. 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.
- ix. Delay in grant of any NOC/permission/license/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 Unit Purchaser under these presents. (without prejudice to the right of Developer to terminate this agreement).
- x. Pendency of any litigation.

- xi. Any act beyond control of the Developer.

The purchaser shall pay all necessary amounts, advances, deposits, service tax (if applicable) and other dues under this agreement and take possession of the said flat within 15 days from intimation by the developer. In the event of failure on the part of the Purchaser to pay all amounts due and take possession of the said flat, without any reasonable cause, the Developer shall be entitled, without prejudice to any other remedy available under this agreement or any enactment, and after giving a prior notice of 60 days, to terminate the said agreement and sell the said flat to any other person entirely at the risk as to cost and consequences of the Purchaser.

17. PROJECT/BUILDING MAINTENANCE

The project/Building will be maintained by the Developer/appointed agencies for the tenure of three years only from the date of first 5 possessions of the particular building/building/s and the expenses occurred in this respect are Non Accountable and Non Refundable.

And the Maintain is Include only following terms :

The external common amenities provided by the Developer to the residents of the said scheme i.e. maintenance charges for/of

- A. Garden
- B. Open spaces
- C. Security Personnel Payments
- D. MSEB bills of streetlights, open spaces and Gardens (common)
- E. Sweepers cleaning expenses of internal Roads and Open Spaces
- F. Batteries for Inverter provided in lift
- G. Cleaning of Overhead and Underground Water Tanks
- H. AMC – Lift, Inverter and Motors
- I. Salaries of Management Team
- J. Misc

And It Excludes following items :

- A. Property taxes and other Local Authorities/Municipal Taxes concerned with the individual flat holders and building/buildings.
- B. Insurances or Sinking Funds concerned with the individual flat holders and Building/Buldings.
- C. Personal AMC Water Charges/Bills and personal MSEB Bills.
- D. Internal Flat Maintenance.

Maintenance thereon of the project/building and the common facilities and amenities is not considered in flat consideration. After the purchase all the members of the co-operative society/condominium of apartment holders/limited company has to decide mutually and unanimously about the maintenance of the society/project/building and the budget and expenses thereof and the collection procedure.

Title agency appointed for maintenance by the Developer shall continue to maintain the property on the same terms as with the Developer even after the handing over of the charge to the ultimate body. The ultimate body shall however, once the term of the contract with the agency has come to an end, be entitled to renew or terminate the contract.

18. USE OF FLAT/PARKING/GARAGE

That the Unit Purchaser/s shall use the Unit or any part thereof or permit the same to be used only for purpose allowed as per plan sanctioned by the local authority. He shall use the garage or parking space only for purpose of keeping or parking his/her own vehicle and shall only park his vehicle in the specific parking space allotted to him/her and shall not disturb the parking facilities allotted to the other Unit Purchasers or claim any rights on the un-allotted parking spaces. The Purchaser/s is/are hereby prohibited from raising in the matter of allotment or sale of accommodation flat/shop/office car parking etc by the Developer 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.

19. FORBEARANCE NOT TO BE CONSTRUED AS WAIVER

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

20. REGISTRATION OF AGREEMENT AND CONVEYANCE

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

The original of this agreement is given to the Purchaser. The Purchaser shall present this agreement as well as any other deeds, documents etc which are to be executed by the partly hereto in pursuance of this present, at the proper registration

office for registration within four months from the date of execution of this agreement and on intimation thereof by Purchaser the Developer will attend such office and admit execution thereof the Developer shall not be responsible if the purchaser fails to register the agreement as mentioned above.

21. UNIT PURCHASER/S ADDRESS FOR SERVICE OF NOTICE

All notices to be served on the Unit Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Unit Purchaser/s by Under Certificate of Posting/Courier/Registered Post/Ordinary Post at his/her/their addresses specified in the title of this agreement or at the address intimated in writing by the Unit Purchaser/s after execution of this agreement.

22. ARBITRATION

In case of any dispute between the Developer and the Unit 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 Developer, delay in construction work and or sale deed, alteration in the plan, parking arrangements, grant of exclusive uses, rendering of account etc, then such dispute shall be referred to the arbitration of the Developer and Builders Association of Akola, who shall be sole arbitrator. If reference of dispute to the PBAPC is held as not correct or legal by any Court or authority then the dispute shall be referred to the three arbitrators, one to be appointed by each party and third arbitrator shall be appointed by such two arbitrators and decision given by majority by arbitrators shall be final and binding on all the parties.

23. CONSENT TO REPRESENT

The Unit Purchaser/s hereby irrevocably consents/authorizes the Developer to represent him/her/them in all matters regarding property tax assessment and reassessment before the Municipal Authorities and decisions taken by the Developer in this regard shall be binding on the Unit Purchaser. The Developer may till the execution of the final conveyance represent the Unit Purchaser and his/her interest give corporation, Collectors, Road, Water, Buildings Tax Assessment Department, Government and Semi-Government Departments, MSEB, ULC Officials etc. on behalf of the Unit Purchaser/s shall stand reified and confirmed by the Unit Purchaser/s.

24. COST OF RAW MATERIAL/LABOUR/AREA

The aforesaid consideration agreed upon and confirmed is based on the cost of raw materials components and the labour cost calculated and based on the District Schedule of Rates (DSR) Index, taxes, GST, etc prevailing on the date of this agreement. In case of increase in this over and above 5% in the DSR index over a period of time during

construction till the time of possession the agreed price shall be increased proportionately and adjusted accordingly and the Developer shall be entitled to claim demand and recover such increase from the Unit Purchaser before delivery of possession of Unit and the Unit Purchaser shall pay the said amount within 10 days from such demand. The Architect's Certificate shall be conclusive proof for the increase demanded by the Developer, if any under this clause.

It is agreed and understood by and between the parties hereto that the area of the Unit as referred hereinabove is subject to variation of 5% or thereabout. It is further agreed and understood by the parties hereto that at the time of handing over the possession of the Unit by the Developer to the Unit Purchaser, area of the said Unit will be measured by Architect of the building/project and if there is variation in the area i.e. to say, if there is any decrease in the actual area of the unit in comparison to area agreed with, then the price of the unit will be proportionately decreased and if the actual area agreed upon, then the price of the Unit will be increased to that extent.

25. SPECIFICATIONS OF THE UNIT

The Specifications of the Unit and the fixtures, fittings and the amenities to be provided by the Developer to the said Unit or to the said building are described in the Schedule-III given herein below, and the Unit Purchaser shall not be entitled to any extras. If any other extra fittings, fixtures or amenities are provided by the Developer as per the request of the Unit Purchaser, the Unit Purchaser shall be bound to pay the extra price for such additions as per the bills of the Developer. However the Developer shall not refund any amount for deleting any items of specifications and/or amenities on request of the Flat Purchaser/s.

The bills raised by Developer shall be final. The specifications/amenities may be changed suitably by the Developer depending on the availability of building materials, site conditions and/or changes in Government policies or laws or rules for which changes the Developer shall not be bound or held responsible or liable for doing, providing or performing any acts, matters, services, amenities or extra works for the Unit Purchaser other than those expressly appearing in this Agreement. Whatever design, elevation, layout, trees, lawns colour scheme etc shown in Brochure and Pamphlet of this scheme are only for aesthetic value and advertisement and the Developer are not bound to provide the same and except as expressly provided under this agreement. It is specifically understood that the Brochure/s published by Developer from time to time in respect of the scheme is just an advertisement material and contain various features such as furniture layout in tenement, vegetation and plantation shown around the building, scheme, colour scheme, vehicles etc to increase the aesthetic value only and the

Developer are not obliged to/nor have agreed to provide the same. The balconies as shown in the sanctioned plan or pamphlet may be either kept as balconies or may be enclosed at discretion of the Developer. The Developer shall be entitled to allot or grant rights of exclusive use of all or any of them limited/restricted common areas and facilities to any of the Unit Purchaser as the Developer may determine and such area of facility so reserved for exclusive use by such Unit Purchaser shall be restricted facility and area for the said Unit Purchasers and shall be available for use and enjoyment to the concerned Unit Purchaser to the exclusion of the other Unit Purchaser.

26. MAINTENANCE AND REPAIRS

If within a period of one year as per law from the date of taking possession the Unit Purchaser/s brings to the notice of the Developer any structural defect (excluding Hair cracks in walls, due to natural reason) in the Unit or the building in which the Units are situated or the material used thereof in the construction of the said building then wherever possible such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then the Unit Purchaser/s shall be entitled to receive from the Developer reasonable charges for repairs of the same by the third party for such defect.

Provided further, 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 than the date on which the Builder and Developer has given the necessary intimation for possession under this clause, whichever is earlier.

Provided however, that the Unit Purchaser/s shall not carry out any alterations of whatsoever nature in the said flat/office/shop/store or in the fittings therein. In particular it is hereby agreed that the Unit Purchaser/s shall not make any alteration in any of the fittings, pipes, water supply connections or any of the erection in the bedroom, kitchen, toilet, WC, terrace, etc in the said unit as this may result in seepage of the water. If any of such works are carried out or any heavy load are stored in the said flat, balcony, terrace etc any liability including the defect liability automatically shall become void and the said Unit Purchaser shall solely be responsible and liable for the consequences. Further the Purchaser will be liable for paying damages, if any, to the Purchaser/Owner/User of flat below or any affected flat. If due to the Purchasers or any other purchasers act or negligence, the Purchasers flat is damaged, the repairs shall be carried out by the party responsible for such an act and the Developer shall not be liable for the same.

The word defect hereinabove stated shall mean only the manufacturing defects caused on account of willful neglect of the Developer itself and shall not mean defect

caused by normal wear and tear, negligent use of the premises by the Purchasers, vagaries of nature, abnormal fluctuation in the temperature, abnormal rain, etc.

27. MORTGAGE OF THE SAID PROPERTY

The Unit Purchaser hereby consents and authorizes the Developer for raising any finance/construction loan by way of mortgage of the said property or scheme or any person thereof as and when so deemed necessary by the Developer. At any stage during the implementation of the scheme the Developer shall be at liberty to sale, assign or transfer or otherwise deal with their right title and interest in the said property and building's to be constructed thereon provided the same does not adversely affect or prejudice the rights granted in favour of the Unit Purchaser in respect of the said unit agreed to be purchased by him/her in terms of this agreement.

28. COVENANT AS TO THE USE & MAINTENANCE OF SAID UNIT BY PURCHASER/S

The unit Purchaser/s himself/herself/themselves with intention to bring all persons into whatsoever hands the said Unit may come, do hereby covenant with the Developer as follows for the said Unit and also for the building in which the said Unit is situated:

- a) To maintain the flat at Purchaser's own cost in good tenantable repair and condition from the date of possession and shall not do or suffer to be done anything in or to the building/s, 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/s in which the flat is situated and the flat itself or any part thereof.
- b) Not to store in the flat/buildings/surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the buildings or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building/s, including entrances of building/s and in case any damage is caused to the building/s or the flat on account of negligence or default of the Purchaser shall solely be liable for the consequences of such breach.
- c) To carry at his own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or to the building or the flat violating any rules and regulations and bye-laws of the concerned local

authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- d) Not to demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building and shall keep the sewers, drains, pipes in the flat and appurtenances thereto in good tenable repair and conditions, and in particular, so as to support shelter and protect the other parts of the building shall not cause or any other manner damage to columns, beams, walls, slabs or RCC, Plaster or other structural members in the flat or construct additional walls or structures in the flat without the prior written permission of the promoter or an Association of Apartment Owners as the case may be.
- e) Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grills etc and installations of dish antenna's without the permission of the Developer.
- f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land, building/s and/or flat is situated or any part thereof or whereby any 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 flat in the compound or any portion of the said land and the building in which the flat is situated.
- h) Pay to the Developer within seven days from demand by the Developer, his share of security deposit and expenses demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the accommodation is situated.
- i) To bear local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said flat and also any additional increased taxes, insurance etc which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said flat by the Purchaser.
- j) The Purchaser shall not let, sub-let, transfer, assign or part with his/her/their interest or benefit occurring from this Agreement or part with the possession of the flat until all the dues payable by the Purchaser to the Developer under the

terms and conditions stated herein are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Developer and obtained prior written permission from the Developer and paid necessary administration charges to the Developer, etc.

- k) The Purchaser shall observe and perform all the rules and regulations and by-laws which the Association of Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for precaution and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the occupation and use of the flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- l) The Purchaser shall permit the Developer and their surveyors and agents, workman 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 condition thereof. The Developer shall have such right to enter into and upon the said land/building/flat even after the Purchaser is put into possession of the said flat during the statutory defect liability period.
- m) The purchaser is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.
- n) It is specifically understood that the matters related to service providers such as security services, managerial services and other appointed by the Developer for the Association of Owners is entirely the responsibility and liability of the Association. The Apartment Association has to handle all the financial and other matters with such service providers and the Developer shall not be financially liable towards the Association and/or the service providers.
- o) The areas described in the Schedule-II hereto state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Purchaser's. The Purchaser shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of the association and the same shall be for the common use for of all the flat purchasers.

- p) Nothing contained in THESE PRESENTS shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or upon the said land or the said building's to be constructed thereon or in any part thereof. Such confirmation shall take place only upon the execution of the conveyance mentioned therein in favour of the Purchaser/s.
- q) As the Developer will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said flat of the Purchaser, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Developer may provide electrical connections/water supply/power supply/generator supply through any other temporary arrangements because of which if there is any improper/in sufficient/irregular supply of water/electricity the Developer shall not be held responsible for the same and the Purchaser hereby consents for any temporary arrangement that may be made in the said interim period. The Purchaser shall pay for the proportionate charges as demanded, determined and decided by the Developer and service tax (if applicable) thereon. Until receipt of this amount from the Purchaser, the Developer shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser for the above from the outgoings/maintenance charges for which the Purchaser hereby gives his consent. The Developer is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said flat.
- r) Till a separate electric meter or a water meter is installed/allotted by the MSEDCL and any other authority, the purchaser 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 flat.

29. AREA OF FLAT

The sale of the said flat is on the basis of the carpet area only. The Flat Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately four to five%. Before delivery of possession of the said flat the flat Purchaser shall satisfy himself about the correctness of the area of the said flat and about the quality of construction work and specifications and amenities provided. After delivery of the possession of the said flat, the flat Purchaser shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

30. CHANGE IN AREA OR ADDITIONS

If any change in areas, walls site plan or room, portion of Unit etc are required to be made before handing over possession by the Developer to the Unit Purchaser, due to peculiar site conditions or as per the direction of the Corporation or any other state, Central or Local authority, or on account of utilizing the remaining or additional ESE If any or if the Developer may so deem necessary and convenient the Developer shall have an absolute right to effect the said change/s for which the Unit Purchaser/s shall have deemed to have given his/her consent in such an event If there is any change in area of the premises based on its actual area by the agreed rate and accordingly the money to be paid will be adjusted. The Unit Purchaser shall allow the dry duct to be opened with a view to clean the same.

31. SPECIAL COVENANTS

It is hereby made clear that the Promoter shall be entitled to use the marginal open spaces as an access for any another building, land and allow such access to any other persons and the Purchaser herein or the organization in which he will become a member and shall be absolved from objecting to the said use by the Promoter or its nominees or assignee/s and the flat shall be conveyed subject to the said right of the Purchaser and this condition is also the essence of this agreement.

32. UNSOLD UNITS

In the event of the condominium and/or society and/or company being formed and registered before the sale and disposal of all the Units in the building, all the power, authorities and rights of the Unit Purchasers herein shall be always subject to the Developer over all right to dispose of unsold Units and all other rights thereto. It is specially agreed between the parties hereto that for the unsold Units the Developer or Owner herein shall and will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in the common expenses in respect of the unsold premises/units.

33. FORMATION OF CO-OPERATIVE SOCIETY/APARTMENT CONDOMINIUM/LIMITED COMPANY

The Unit Purchaser/s along with other purchaser/s of the Unit/s in the buildings/ shall join in forming and registering the society or a Co-operative Society/Limited Company/Condominium of Apartment holders and for becoming a member including the bye-laws of the proposed society and duly fill in, sign and return to the Developer within 8 days of the same being forwarded by the Developer to the Unit Purchaser/s so as to enable the Developer to register the said organization of the purchaser's under section 10

of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Developer of Construction, Sale, Management and Transfer) Rules 1964 No Objection shall be taken by the Unit Purchaser if any changes or modification are made in the draft Byelaws or the Memorandum and/or Article of Associations as may be required by the Register of Co-operative Societies or the Registrar of Companies, as the case may be or any other competent Authority. The Developer shall have the right and discretion to form in singular or with separate identities from time to time sign and execute the application for registration and or membership and other papers of the documents necessary for the registration and complete the formalities required for that. In the event of separate or more than one association/society/limited company being formed, the developer may decide to form corporate organization/federation of such association for the management of common areas and facilities common between the associations. The decision taken by the Developer shall be final and binding on the unit purchasers. The charges of formation, legal expenses, handing over, membership fees of condominium of Apartment/Society/Limited Company are included into consideration of flat.

34. CONVEYANCE IN FAVOUR OF CONDOMINIUM OF APARTMENT / SOCIETY/ LIMITED COMPANY

Unless prevented by circumstances beyond the control of the Developer it is agreed that Association of Apartment Holder will be formed and registered and property will be (charged to such association or its member within year from and after!) completion of construction of the building and utilization of entire FSE and TDR permissible to be utilized on the said plot as per Development control Rules (whether previously got sanctioned or not) i) Sale of all units in scheme, ii) Acceptance of the draft of sale deed by the parties concerned (i.e. by Developer and Condominium) by their mutual consent and Iii) after payment of all the dues amounts and considerations including stamp due, etc by all the members of the condominium/all the unit purchasers (whichever is later).

35. CHANGE IN THE NAME OF PROJECT, BUILDING OR ELEVATIONS ETC.

The Name of the project and building shall be 'PAWAN PARK' and this name shall thereafter remain irrevocably by the Unit Purchaser/s and this name shall not be changed without the owner consent of the Bulder and Developer. That the elevation of the proposed building shall remain the same and shall not be liable to be modified, altered or changed by the Unit Purchaser/s and the colour combination of the exterior portion shall always remain the same. The Unit Purchaser/s, in case of fixing grills, safety door, air-conditioners shall comply with the unique designs, colours and projections etc. decided

by the Developer and the same is to be affixed at the conspicuous place as may be directed by the Developer.

36. STAMP DUTY AND REGISTRATION CHARGES

All the time of registration the Unit Purchaser/s shall pay the Developer the Unit Purchaser/s share of stamp duty and registration charges payable, on the Agreement, Conveyance or lease or any documents or Instrument of transfer in respect of the said land and the Apartment to be executed in favour of the 'PAWAN PARK' and shall alone be held responsible for any difference in stamp duty/ies, penalties, if any on the count of Registration of this Agreement and on final Conveyance as the case may be.

37. SPECIAL RIGHT OF THE DEVELOPER

The terrace or terraces, if any of the building or buildings or adjoining with the flats constructed on the said land hereditaments and premises including the parapet wall, open spaces and side margins shall always be the exclusive property of the Developer or his nominees or assigns and the Developer shall or persons through them shall also be entitled to display advertisements in or over the walls of the terrace as well as in any portion of the said plot and shall be exclusively entitled to the income that may be demand by display of the said advertisements at any time hereinafter. The Agreement with the Unit Purchaser/s and other purchasers of the premises in the said buildings and other structures shall be subject to the aforesaid rights of the Developer or his nominees or assigns who shall be entitled to use the said terrace or terraces, including the parapet walls and walls of the terrace therein as well as any portion of the plot or any purpose including that for display of advertisement and sign boards and the Unit Purchaser/s shall not be entitled to raise any objection or to any change in the price of the said premises agreed to be agreed by the unit purchaser/s or to any compensation or damages on the ground of inconvenience or any other grounds whatsoever. It is hereby further agreed that the Developer shall be entitled to either nominate any other person to obtain the benefit or the rights given and/or reserve in favour of the Developer under this clause or to assign the right and benefit hereby given to any other persons, such nominees or assigns shall be admitted as member of the 'PAWAN PARK' of Apartment holders in the same manner as the Developer admit the purchaser of the premises as it members in pursuance of the provisions hereinafter contained. It is further agreed by and between the parties that if the permitted floor space index or certify is not consumed in the building being put up and/or at any time further construction or additional FSI is made available due to change or modifications in D.C. Rules on the said plot is allowed the Developer shall always have the right to put additional survey and/or consumed the balance/additional floor space index in any manner, the Developer may deem fit and in

case of area under road widening, FSI is available to any other FSI that may be allowed to the Developer either from the said referred property or the adjacent property of the Developer then the same is to be utilized by Developer in the same building without obtaining any clearances/N.O.C. from the Unit Purchaser/s. The deed of Conveyance of the said plot is hereinafter mentioned shall be made subject to the aforesaid reservations.

It is hereby agreed by and between the parties hereto as follows :

- a) The Developer shall be entitled to transfer, assign, dispose off and/or sell in any manner as they deems proper the said open spaces, terraces, parapet walls and other specified and unspecified spaces to anybody on the terms and conditions mentioned in the proceeding clause/s. The Unit Purchaser/s along with the other Purchasers/or Purchaser/s of whatsoever kind in respect of the rights, title, interest of the Developer and/or its nominees or assignees in respect of matter mentioned in the proceedings clause/s hereby gives their consent to the same.
- b) The Developer shall become member of the Co-operative Society/ Limited Company/ Condominium of Apartment Holders. If the Developer transfers, assigns and disposes off the said open spaces unallotted covered or open car parking, terrace, parapet walls or other specified or unspecified spaces at any time to anybody the assignees, transferee and/or the Purchaser/s thereof shall be admitted as member/s of the Co-operative Society/Limited Company/ Condominium of Apartment Holders. The other Unit purchaser/s will have no right to raise any objection to admit such assignee or transferee or allottee or Purchaser/s as member of Co-operative Society/ Limited Company/ Condominium of Apartment Holders.
- c) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the Unit Purchaser shall be entitled to erect TV antennas only at such places as the Developer shall allow. Dish Antenna shall specifically not be erected without the prior written consent of the Developer. The Unit Purchaser shall not have any grievances as regards internal road/s which can only be completed after all the buildings in the scheme are duly constructed. All unallotted terraces/ parking spaces or open gardens/spaces/areas etc shall remain exclusively owned by the Developer unless specifically allotted to any Unit Purchaser and the Unit Purchaser shall not object and obstruct to the Developer for allotting or using the same in any manner as they may deem fit. In case of exclusive open space/terrace /garden area /parking space rights agreed to be allotted to any particular Unit

Purchaser physically allotment thereof will be made only along with the agreed Unit to the Unit Purchaser/allotted thereof.

- d) The Developer has reserved the right to change and alter the building plan, the elevation, the amenities, the facilities at their sole discretion, provided however if there is any major change or changes on account of such revision of plan in the Unit of the Unit Purchaser, the same shall be communicated to the Unit Purchaser. The revision/modification/changes in respect of such additions/alterations etc shall be binding on the Unit Purchaser and the Unit Purchaser shall not be entitled to claim any damages or compensation from the Developer.
- e) The Developer may allow display of advertisement and hoardings sites in the said buildings and device and appropriate income therefrom in their own rights. The terraces on the buildings and/or not attached to any Units or Premises and which are not exclusively allotted to any particular Unit Purchaser shall always belong to the Developer and they shall be entitled to deal with and dispose off rights pertaining thereto in such manner as they may deem fit. The exclusive or restricted terrace use allotted to a Unit Purchaser shall always be subject to the Developer/ Societies right and authority to depute its representative to go to the terrace for the regular check up and upkeep, maintenance and for repairing the water storage tanks and lifts, TV/Dish Antenna etc. at all reasonable time.

Provided it does not in any way effect or prejudice the rights of the purchaser/s In respect of the said flat/s under this agreement, the Developer shall be at liberty to sell, assign, transfer or otherwise deal with their right, title or interest in the said land hereditaments and the premises and/or building to be constructed thereon.

38. INTIMATION FOR OCCUPATION

The Unit Purchaser/s shall take the possession of the said Unit within 15 days of the Developer giving written notice to the Unit Purchaser/s intimating that the said Unit is ready for use and occupation.

This permission will be given only after clearing total cost of Unit, MSEB and other charges, extra Work Charges, if any. Interest on due amounts delayed and unpaid Installments, etc. The Unit Purchaser shall obtain the Possession Letter from the Developer otherwise without the Possession Letter, Possession will be treated as illegal.

After the possession of the premises/building handed over, if any kind of work required to be carried out the same shall be carried out by the Purchaser in co-operation with the requirements of the said building at their own costs and the Developer shall not be in any manner liable or responsible for the same.

39. RECOMMENDATIONS ON PURCHASER

The Purchaser has informed the Purchased and the Purchaser is aware that the Purchase of the said premises shall be subject to all the following condition:

- a) The access to the individual flat shall be as per the sanctioned plan and/or revised plan from time to time.
- b) Construction of a loft and other civil changes done Internally shall be at risk and cost of the Purchaser who shall not damage the basic R.C.C. structure.
- c) The construction of chimneys, hanging telephone and telex wires, electric connection, fax, teleprinter, computer devices which requires external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Promoter and his/her Architect in writing.
- d) The installation of any grills or any doors shall only be as per the form prescribed and Promoter's Architect.
- e) The residential flat shall be solely utilized for the purpose or residence only and no commercial activity of any kind would be permitted therein.
- f) The Purchaser shall not join two adjacent flats and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said flat.
- g) All phase wise construction has been made and executed for the convenience of the Promoter. No separate fencing and/or gate will be allowed for separating any particular phase or building for whatsoever reason all purchasers in all phase/s and building/s shall have free access to all other phases and building/s i.e. entire project.

40. NO GRANT TILL CONVEYANCE

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, premises or assignment in law of the said Unit or the said Land and Building or any part thereof. The Unit Purchaser/s shall have no claim save and except in respect of the said Unit thereby agreed to be sold to him/her/them and subject to restrictions as imposed on the Unit Purchaser by virtue of the said Declaration of Apartment but liable to all common amenities and facilities as stated therein.

41. USE OF TERRACE

That the terrace space above the said building 'PAWAN PARK' Units are to be allotted by the Developer at their discretion which shall not be a common area but shall belong exclusively to the Developer or to the Unit Purchaser/s of the 'PAWAN PARK'

units to whom the same will be allotted by the Developer as per Developer discretion and the said terrace space is intended for exclusive use of the said Unit Purchaser/s.

The said terrace shall not be enclosed by the said Unit Purchaser/s with the permission in writing is obtained from the concerned local authority and the Developer or the Society as the case may be. It is also understood and agreed by and between the parties hereto that the terrace space above the said building if constructed by the Developer at their discretion shall not be a common area but shall belong exclusively to the Developer or the Purchasers of the Unit/s to whom the same will be affected by the Developer or to the Purchasers of the Units to whom the same will be allotted by the Developer as per Developer discretion and the said terrace space is intended for the exclusive use of the Developer of the said Unit Purchaser/s.

Developer only have right to give area on top terrace or any other area, not being common area, to any cellular/telephone operators for the purpose of erection of towers, keeping equipments etc, to advertising agency for erecting hoarding/neon signs or to any other person as per Developer discretion. Any income or revenue generated out of this shall be enjoyed by Developer only. The Unit Purchaser/s or Association or Society shall not object to Developer for giving such permissions.

Also If there is no common terrace or any common area on top of building and If common TV antenna is not provided then other unit holders shall be entitled to erect TV antenna (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 holders to whom the right of exclusive use of terrace is allotted.

42. MAO Act

This Agreement shall always be subject to the provision of the Maharashtra Apartment Ownership Act, 1970 (Mah. Act. No. XV of 1971) and provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made there under/and amendments made thereto up to date and M.A.O. Flat Act Rule.

43. RESTRICTED AREA, TERRACE, DUCT AREA, PARKING & OPEN SPACE

The Terrace, Duct and/or Parking space and/or open space/side margin space specifically allotted to the particular Flat holder shall exclusively be used by the concerned flat holder and the same shall be a restricted area for other Flat holder subject to the entry will not be obstructed by the Flat holders on the period of any reason or reasonable cause.

44. SET BACK COMPENSATION

The Developer alone shall be entitled to claim and receive compensation for any portion of the land/building/s that may be notified for setback and claim the FSI/benefits and compensation available for areas under reservation for community center, D.P. Roads and to the final conveyance in favour of the proposed Association.

45. RIGHTS TO DISPOSE OFF PREMISES CONSTRUCTED ON TERRACE

That the terrace space above the said building Units are to be allotted by the Developer at their discretion which shall not be a common area but shall belong including to the Developer or to the Unit Purchaser/s of the Units to whom the same will be allotted by the Developer as per Developer discretion and the said terrace space is included for exclusive use of the said Unit Purchaser/s. The said terrace shall not be enclosed by the said Unit Purchaser/s till the permission in writing is obtained from the concerned local authority and the Developer or the Association or the Society and same may be.

Developer only have right to give area on top terrace or any other area, not being common area, to any cellular/telephone operators for the purpose of erection of towers, keeping equipments etc, to advertising agency for erecting hoarding/neon signs or to any other person as per Developer discretion. Any income or revenue generated out of this shall be enjoyed by Developer only. The Unit Purchaser/s or Association or Society shall not object to Developer for giving such permissions.

The terrace on the building shall always belong to the developer for benefit and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit. In the event of the Developer obtaining from the Municipal Corporation for construction of any type of premises on the terrace, then the Developer shall be entitled to deal with and dispose off in any manner whatsoever such premises constructed by them to such person or persons or parties at such rate and at such terms and conditions as the Developer may deem fit. The Developer shall be entitled in that event to allot the entire terrace to the buyers of such premises constructed on the terrace and the terrace premises constructed on the terrace as aforesaid. The flat holder will have no objection to the Developer accepting the buyers of the premises that may be constructed on the terrace and shall admit them as the members of their Condominium, in the event of any water storage tank being constructed on the terrace for the regular checkup and upkeep maintenance and for repairing the tanks at all reasonable time to time as may be mutually agreed by and between the Developer and the buyers of the terrace premises.

46. RIGHT OF ALLOTMENT OF CAR PARKING/GARAGES/OPEN TERRACES

It is hereby agreed that the Builder and Developer has the exclusive right of allotment of the different parking spaces or garages or terraces or open spaces to one or more person/s of their choice and such person/s may not be the Unit holders and realize and other proceeds therefrom to its benefits. The person/s to whom such terrace or parking space/s or open space/s are allotted shall admitted as member of the society, limited company or an Association of Apartment Owners as the case may be cleared/open Scooter and Car Parks are not the common areas and each car/scooter park will be allotted to specific unit purchaser by the Developer as per his choice and discretion.

The Purchaser is given the right of exclusive use of one open car park and the purchaser also agrees that if for any reason it be held that allotment of the Car Park herein to the purchaser gets cancelled then the purchaser shall not be entitled to ask for refund of any amount or compensation as price herein agreed is only for the final and allotment is made ex-gratia for beneficial enjoyment of the same. The purchaser further agrees that he will not challenge any allotment of any parking space made by the Developer to any other purchaser/s.

47. EASEMENT RIGHTS

The Unit Purchaser/s shall always allow the Municipal Corporation or any other concerned for the purpose of drainage, water, health, MSEB etc and shall have no claim save and receipt in respect thereof. All such easement rights are presumed to be given to AMC and other local authorities by the Developer. As also the Unit Purchaser/s shall not object to the Developer putting a slab on them for making access to the apartment/lands or for granting the access.

48. CONSTRUCTION IN PHASE

That Developer herein is constructing building/s on the remaining portion of the said land in phases. The Unit Purchaser/s undertakes that he/she/they shall not raise any objection on whatsoever ground including nuisance and annoyance or shall not obstruct the construction in any manner.

The Unit Purchaser/s consents and authorized the Developer to utilities and take connections from water, electricity sewage or drainage lines and other convenience in the said scheme/building as and when they require to do so for carrying on further development.

49. POSSESSION OF SAID UNIT

The Possession will be given only after clearing Total cost of Unit, MSEB and other charges, extra work charges if any. Interest on due amounts delayed and unpaid installments etc. The Unit Purchaser shall obtain the Possession Letter from the Developer otherwise without the Possession Letter, Possession will be treated as illegal.

50. SUPPLYING WATER CONNECTION & ELECTRICAL METERS

If the Developer will be applying to the concerned authorities for giving separate water connection for the scheme and electricity meters and connections of MSEB supply connections from the concerned department, then in that case the Developer may provide electrical connection/water supply through a sub-meter or any other temporary arrangement due to which or if there is improper supply of water the Developer shall not be held responsible for the same and the Unit Purchaser hereby consents for any temporary arrangement that may be made in the demanded, determined and decided by the Developer. The Developer shall be entitled to deduct any dues of such proportionate or entire charges payable by the Unit Purchaser for the above from maintenance charges any deposit accounts for which the Unit Purchaser hereby gives consent.

51. The Developer has not undertaken any responsibility nor has he agreed anything with the Unit Purchaser orally or otherwise and there is no implied agreement or convenient on the part of the Developer and the Owners than the terms and conditions expressly provided under this agreement.

52. ALTERATION WORK

The Unit Purchaser/s agrees not to make any demand, any change/alteration in the building plans. The Unit Purchaser/s shall not deemed any changes in the plan of the unit annexed herewith. The Developer at the request of the Unit Purchaser/s may carry out any alterations in the Unit agreed to be purchased by the Unit Purchaser in terms of these persons, provided the estimated amount required for the said alterations is paid/deposited to the Developer in advance, however, to remove any doubt, it is agreed by the parties hereto in general and Unit Purchaser in particular that the option to carry out or not the alterations in the Unit proposed by the Unit Purchaser shall vest and continue to the vested with the Developer and as such the Developer is not/shall not be bound to carry out any alterations in the Unit proposed by the Unit Purchaser and Developer is not/shall not be liable to give any reasons/explanations in case the Developer decides not to carry out such proposed alterations. The Developer shall not refund any amount for deleting any items of specifications and amenities on request of the Purchaser/s.

53. MARKET VALUATION FOR THE PURPOSE OF STAMP DUTY

Although consideration of the referred unit is Rs. _____ (Rs. _____), Stamp duty and registration fee paid on market value of Rs. _____ (Rupees _____) which is shown at the ready reckoner on Page No. _____ at Sr.No. _____ as provided with the office of Sub-Registrar, Akola and after taking into consideration the percentage increase on and above the carpet area, as per guidelines/directions of Sub-Registrar, Akola.

The Purchaser/s declares hereby that he/she/they has/have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Purchaser/s.

SCHEDULE-I

PROPERTY DESCRIPTION

All those following pieces or parcels of lands, from out of Village _____, situate within the Registration District of _____, Registration Sub-District of Taulka _____, situate within the Revenue Limits of Tahasil _____ and situate within the limits of _____ Municipal Corporation, the details of entire said land is as under :

Survey No. _____, total admeasuring area _____ and the said property is bounded as under:

On or towards East :

On or towards West :

On or towards North :

On or towards South :

TOGETHER WITH ALL RIGHTS, TITLE AND INTEREST ATTACHED THERETO.

SCHEDULE-II

Flat No. _____ admeasuring about _____ Sq.Ft. (_____ Sq.M.) carpet area with adjoining Terrace admeasuring _____ Sq.Ft. (_____ Sq.M.) area, situated on _____ floor in Building to be constructed in the property described in the exclusive referred first above which always be known as _____.

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SCHEDULE-III

A) COMMON AREAS AND FACILITIES:

1. The land under the building described in the First Schedule.
2. The footings, RCC structures and main walls of the building.
3. Staircase column in the building.
4. Common drainage, water and electrical lines.
5. Common Ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
6. Compound walls, fencing and gates.
7. Lift and Lift well of the said Building.
8. One Toilet on the Ground Floor.

B) LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. Other exclusive and limited common areas and facilities, will be a limited and paid facility only and as decided by the Developer.

C) SPECIFICATIONS AND AMENITIES:

1. The Building shall be R.C.C. Structured with bricks (fly ash bricks, AEC Blocks, Mud bricks) in cement mortar for panel and partition walls and slab of roof and in the Building shall have one four passengers lift of reputed make with back-up facility.
2. All walls shall be internally finished with cement plaster with Neeru Sanla.
3. Externally all walls and R.C.C. work shall be finished with Sand Faced Cement Plaster or Rough Cast Plaster.
4. Entrance and Bedroom Doors of Cement Concrete Frame and bathroom and toilet frames of Cement Concrete with commercial flush shutter.
5. All rooms shall be provided with vitrified tile or any other flooring & skirting.

6. Cooking platform with Granite Top and Glazed Tiles Dado above platform upto the window top and a Built-in Stainless Steel Sink.
7. Aluminium Sliding Windows with Glass and Safety Grills with mosquito net.
8. Common Bathroom and Attached Bathroom shall have ceramic tiles flooring and 6'.0" high coloured Glazed Tile Dado.
9. Common W.C. shall have white glazed tile flooring and 3".5" high dado.
10. Cement based Water Proofing shall be provided to the roof slab.
11. Stair steps shall be provided with polish Shahabad treads and landing finished with Ceramic Tiles polished Shahabad Tiles/Tandoor Shahabad tiles or with crazy Mosaic flooring, Stair shall have R.C.C./M.S. Parapet.
12. Adequate electrical points with copper wire of appropriate section in Concealed system. All switches and plugs shall be good quality type with main switch for light and power with tenement and near common board.
13. Plumbing, sanitation and water supply. All plumbing shall be concealed with G.I. ½" pipes – One tap each in Bathroom/toilet, geyser point with mixer unit, shower point, one tap in kitchen, one tap on washbasin, one tap in W.C. and one half turn cock in Toilet/W.C. connected to the over head storage tank.
14. Internal all walls of flat shall be finished with plastic emulsion ceiling with white Wash and all external walls and concrete surface will be finished with cement paint/washable paints.
15. All woodwork and door frames shall be painted with Enamel Oil Paint.
16. There will be a Water Reservoir/Tank at ground level for collecting water from the Municipal Supply and overhead RCC tank from which all the flats will be supplied water with individual water meter for the above flat. One municipal water tap shall be provided near the ground level water tank. In general all items of work shall be of usual standard.
17. Well-planned internal concrete cement road with street lighting.
18. Security wall with entrance gates and security cabins.
19. Fire fighting system for each Building.
20. Checkered Tiles in Parking Area.



IN WITNESSESS WHEREOF the parties hereto have unto set and subscribed their respective hands and seals this day and year first herein above mentioned.

SIGNED SEALED AND DELIVERED by the within named 'Developer'.

Party of the First Part

Witnesses:

1. Sign :

Party of the Second Part

Name :

Address :

2. Sign :

Name :

Address :