

or obstruct the party no.1 any way to carrying on and completing the work of other flats in the said building and keeping building materials on the available open land.

- 18] That on obtaining the proper sale deed relating to the undivided share and interest in the said land and construction thereon, hereby agreed to be sold, the same will be held by the Purchase jointly with the other co-owners thereof. However the flats chosen by her/him in the proposed building shall be owned and possessed by her/him exclusively with heritable and transferable rights therein.
- 19] That, the purchaser agrees to incorporate such terms and conditions, stipulations, restrictive and covenants in the sale deed which are not set forth herein, but which may be deemed necessary or expedient to regular the easement right of the other apartment owner's interest.
- 20] That the owner, party of first part, reserve it's right to erect any additional construction on the available space or on the top or terrace of the building if the F.S.I. enhances in future date and in such event the purchaser shall not prevent or obstruct the part of first part in so utilizing and dealing with such additional F.S.I. and in such event the prospective buyers of such additional apartments shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities as may be provided to the said building. It is specifically agreed by the purchaser that the percentage and proportion of undivided share in the said plots if some additional apartments are constructed thereon by the owner, in such case the purchaser shall not claim any proportionate refund of the cost price of land.
21. The purchaser also further agrees that she/he will not erect any structure either of permanent or temporary nature on the available open space or on the top/terrace of the said building, or of affect the structure or appearance of elevation of building.
- 22] That it is understood by the purchaser that, the promoter party shall display any type of Board, signs Banners etc on any exterior part of building and/or terrace, the purchaser will neither object/disturb it, nor obstruct its visibility in any way, for even. The party no. 1 shall not liable to pay nor the purchaser shall demand any rent etc. for any signs, Boards displayed by it.
- 23] That the Purchaser further agrees to pay to the OWNER/ Party no. 1 the Sales Tax, turnover tax or W.C. Tax if any, levied by Government of Maharashtra or any taxes levied by Union of India related to this agreement, the cost of construction or on the cost of the building materials used including the wages paid thereof as the case may be and shall always keep the Vendor/OWNER party indemnified against the same.