

ARTICLES OF AGREEMENT

Zone No.07,Rate Land is Rs.1700,Construction is Rs.14,000/-

$(1700+14000) \times 1.15 = \text{Rs.}18055 \text{ P.Sq.mts.}$

Market Value is Rs.6,09,718,Consideration is Rs.10,00,000/-

This ARTICLES OF AGREEMENT made and executed at Aurangabad on this 16 th day of Mar in the Year 2016.

BETWEEN

M/S. K. H. CONSTRUCTION, (PAN No. AAMFK8960H) A Partnership Firm, registered under the provisions of the Indian Partnership Act 1932, having its registered office at : 18, Mhada Complex, Near Baba Petrol Pump, Central Bus Stand, Aurangabad. Through its Authorized Partner :

- 1) MR. PARAS SHANTILAL CHORDIYA,
Age – 44 Years, Occ. – Business,
R/at : Javahar Colony, Aurangabad.
- 2) MR. MANIK DNYANDEO DESHMUKH,
Age – 50 Years, Occ. – Business,
R/at : Mukundwadi, Aurangabad.
- 3) MR. SACHIN BHAUSAHEB KAKADE,
Age – 32 Years, Occ. – Business,
R/at : Satara Parisar, Beed Bypass, Aurangabad.
- 4) MR. KHANDOBA HANUMANTRAO BIRADAR,
Age – 32 Years, Occ. – Business,
R/at : Bhagya Nagar, Aurangabad.
- 5) MR. PADMAKAR DEVIDAS KADAM,
Age – 44 Years, Occ. – Business,
R/at : Mukund Wadi, Jayashri Colony, Aurangabad.
- 6) DR. SHANTILAL TEJMAL SHINGI,
Age – 50 Years, Occ. – Business,
R/at : N -3, CIDCO, Aurangabad.
- 7) MR. ANANTA RAMBHAU GHADMODE,
Age – 44 Years, Occ. – Business,
R/at : Ramnagar, Mukundwadi, Aurangabad.

Through their Constituted Attorney :

M/S. ECON DEVELOPERS, (PAN AAEFE3692G)

A Partnership Firm, Through its Authorized Partner :

- 1) MR. PRAVIN PREMLAL CHOPDA,
Add : “Anjali”,48, Premnagar Co-op Hsg Soc.,Bibwewadi, Pune- 411037.
- 2) MR. SANDEEP PANDHARINATH GODAMBE,
Add : 116/6/1,Pashan Sus Raod , Pashan , Pune -411 021
- 3) MR. PARAS SHANTILAL CHORDIYA,
Age – 48 Years, Occ. – Business,
R/at : Javahar Colony, Aurangabad.

Hereinafter called as the “**OWNERS / CONSENTING PARTY**” (which expression shall, unless repugnant to the context, means and include the said firm, its present and future partners, their heirs, executors, administrators and assigns)

THE PARTY OF THE FIRST PART

M/S. ECON DEVELOPERS, (PAN AAEFE3692G) A Partnership Firm, registered under the provisions of the Indian Partnership Act 1932, having its registered office at :
Office No. 307/8/9,Ganga Collidium,Gangadham Phase - 1,Marketyard , Pune- 411037, Through its Authorized power of attorney holder:-

MR. SANDEEP PANDHARINATH GODAMBE,
Add : 116/6, Pashan- Sus Road, Pashan, Pune-411021.

Hereinafter called as the “**PROMOTER / DEVELOPER**” (which expression shall, unless repugnant to the context, means and include the said firm, its present and future partners their heirs, executors, administrators and assigns)

THE PARTY OF THE SECOND PART

AND

Name :.....

Age : Years, Occ. :

Address :

.....

Hereinafter called the “**PURCHASER/S**” (Which expression shall, unless repugnant to the context, means and include his/her/their heirs, executors, administrators and assigns)

THE PARTY OF THE THIRD PART

WHEREAS, All that piece and parcel of land admeasuring about 0 H. 91 R. (9100sq.m.) and 0 H. 92 R (9200sq.m.) out of Gut No. 240 totally admeasuring about

4 H. 83 R of Village- Apatgaon, Taluka & District – Aurangabad is Owned by Owners / Consenting Party herein and there name is duly mutated to the Revenue Record of the said Land Gat No. 240 vide M.E. No. 4075 and 4077 on dt. 24.06.2013 (The said land admeasuring about 0 H. 91 R. (9100sq.m.) and 0 H. 92 R (9200sq.m.) out of Gut No. 240 totally admeasuring about 4 H. 83 R of Village- Apatgaon, Taluka & District – Aurangabad is hereinafter referred to as the “SAID LAND”);

AND WHEREAS, the Owners / Consenting Party herein have purchased the said Land vide Sale Deed dt. 04.06.2013 from its previous owners namely Mr. Padmakar Devidas Rao and others. The said Sale Deeds are registered with the Office of Sub Registrar No. 2 of Aurangabad vide Sr. No. 2015/2013 and 2016/2013;

AND WHEREAS, the Hon’ble District Collector, Aurangabad has permitted passed NA Order No. 265 and 267, both dt. 31.01.2013 and thereby permitted to use the said Land for Non Agricultural purpose;

AND WHEREAS, due to good and sufficient reasons the Owners / Consenting Party herein has entrusted the development rights in respect of the said Land in favour of the Promoter herein vide Development Agreement dt. 06.05.2014 and in order to have a efficient / effective development further executed a Irrevocable Power of Attorney dt. 06.05.2014 in favour of the Promoter. The said Development Agreement dt. 06.05.2014 and Irrevocable Power of Attorney dt. 06.05.2014 is registered with the office of Sub Registrar No. 2 of Aurangabad vide Sr. No.3170/2014 and 3171/2014 ;

AND WHEREAS, the Promoter / Developer herein has appointed an Architect, structural Engineers for the preparation of various building Plan/s, Lay out/s, structural designs, drawings etc. till the Completion of development work of the said Land;

AND WHEREAS, the Developer/Promoter has got approved the Building Plan/s and designs from Town Planning Department, Aurangabad with Commencement Certificates No. SSA/429 & SSA/430 on dt. 26/02/2014, and accordingly commenced development work of the said land under the scheme name “SHIVAR” in accordance with the sanctioned Plan/s;

AND WHEREAS, the Purchaser/s has/have given offer to the Developer for the purchase of **Flat/Bungalow/Row House/Shop No.-----** situate on the said Project viz. **SHIVAR** being constructed / developed by the Promoter / Developer on the said Land, which is hereinafter referred to as the “**SAID UNIT**” and the same is more particularly described in “**SCHEDULE – B**” herein under written;

AND WHEREAS, the Purchaser/s has inspected all the documents of authority and power of the Promoter / Developer executed by and between the Owners and the Promoter / Developer;

AND WHEREAS, the Purchaser/s has made independent inquiries about the title/right of Promoter / Developer and Owners over the said Land. And Promoter / Developer has also made available all the documents and information to the Purchaser/s as contemplated and as per the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Act 1963, and rules made thereunder. And the Purchaser/s after inspecting the documents has satisfied himself/herself/themselves about the title/right of the Promoter / Developer and Landowners to the said Land;

AND WHEREAS, the Purchaser/s after satisfying himself/herself/ themselves is/are desirous to purchase **Flat/ Bungalow/ Row House/Shop No.-----**situate on the said Project viz. **SHIVAR** being constructed by the Developer on the said Land, which is hereinafter referred to as the "SAID UNIT" and the same is more particularly described in "SCHEDULE – B" herein under written;

AND WHEREAS, after the due negotiations the Promoter / Developer has agreed to sell and the Purchaser/s has/have agreed to purchase from the said Promoter / Developer the said Unit at the price and on the terms and conditions hereinafter appearing;

AND WHEREAS, as per the provisions of Sec. 4 of MOFA Act the Promoter / Developer is required to execute and register a written Agreement for Sale of said Unit to the Purchaser/s, hence THESE PRESENTS;

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

- 1) The Promoter / Developer shall develop the Project known as SHIVAR consisting of various independent tenements such as Flats,Twin Bungalows, Row Houses, Shops etc. on the said Land described in the "SCHEDULE - A" hereunder written in accordance with the plans, designs and specifications approved by the Competent Authority, with such variations and modifications as the Promoter / Developer may consider necessary or as may be required by the Competent Authority to be made in them or any of them.
- 2) The Purchaser/s hereby agree/s to purchase from the Promoter / Developer and the Promoter / Developer hereby agrees to sell to the Purchaser/s **Flat/Bungalow/Row House /Shop No.-----**, admeasuring about

Sq.mtrs. Carpet area and **sq mts** Built up area in the said Project viz. SHIVAR being constructed by the Promoter / Developer on the said Land, which is hereinafter referred to as the “SAID UNIT” and the same is more particularly described in “SCHEDULE – B” herein under written for and at the lum sum price of **Rs. (Rupees Only)** paid by the Purchaser/s to the Promoter / Developer, as hereinafter mentioned in full and accord satisfaction.

3) (a) In consideration thereof, the Purchaser/s paid/agreed to pay the said mutually agreed lum sum price/consideration of **Rs..... (Rupees Only)** to the Promoter / Developer by himself or by availing loan by any bank or and the Promoter / Developer has agreed to accept the said amount of consideration from the Purchaser/s in the following manner:

Sr No.	Stage	PARTICULAR
1	20 %	Booking amount/Time of agreement
2	20 %	On or before Plinth
3	20 %	On or before Slab
4	15 %	On or before Brickwork
5	15 %	On or before Flooring
6	7 %	On or before Painting & Plumbing
7	3 %	At the time of possession
TOTAL	100%	

AND that the prior to execution of this Agreement the Purchaser/s has/have paid to the Promoter / Developer a sum of Rs. (Rupees Only) in following manner being the part payment of the consideration price of the said Unit agreed to be sold to the Purchaser/s.

4) The time for the payment of balance consideration amount as aforesaid is the essence of the contract. On the Purchaser/s committing default in payment of any of the installments of aforesaid balance amount on the due dates, including any other payments due and payable under this Agreement, the Promoter / Developer shall be entitled at their own opinion to terminate this Agreement by giving thirty days advance Notice in writing of its intention to terminate this Agreement and informing the specific breach of which the Promoter / Developer intend to terminate the Agreement. Provided always that not-with-standing anything contained hereinbefore and hereinafter in this agreement and without prejudice to the legal rights and remedies, under this agreement and under any Law, for the time being in

force the Promoter / Developer shall have an additional right to charge interest @ 18 % p.a. for delayed period on all the amounts which become due and payable by the Purchaser/s to the Promoter / Developer under this agreement, if Purchaser/s fails or neglects to pay the agreed payments on due dates.

5) That the Purchaser/s has fully satisfied himself/ herself/ themselves prior to the execution of this agreement about title and authority of the Promoter / Developer to the said Land and the Purchaser/s does not have any objection regarding any matter relating to the Promoter / Developer title/authority to the said Land.

6) That the Promoter / Developer shall give possession of the said Unit to the Purchaser/s on or before within two years of agreement. PROVIDED that the Purchaser/s is/are not entitled to claim possession of the said Unit until the entire consideration and all the deposits/payments payable under this agreement or otherwise are paid in full.

PROVIDED further that the Promoter / Developer shall be entitled to a reasonable extension of time for delivery of the possession of the said Unit on the aforesaid date, if the completion of the said Building in which the said Unit is to be situated is delayed on account of:

- i) Non availability of steel, cement, other building material, water or electricity supply,
- ii) War, civil commotion or act of god,
- iii) Any notice, order, rule, notification of the Government and/or other public or competent authority.

7) That in case of termination of this Agreement by the Promoter / Developer as aforesaid, the Promoter / Developer shall be entitled to resell the said Unit to any other third party. And in that event the Purchaser/s shall be liable to make good any loss caused to the Promoter / Developer. If no loss is caused, the Promoter / Developer shall pay only the cost of the Unit paid till then to the Promoter / Developer by deducting 25 % of the amount thereof and only after receipt of the consideration from the subsequent Purchaser/s.

8) The said Purchaser/s shall take the possession of the said Unit within seven (7) days of the Promoter / Developer giving written notice to the Purchaser/s intimating that the said Unit is ready for use and occupation. Provided that if within a period of three months from the date of handing over the said Unit to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoter / Developer any defect in the said

Unit or Building in which the said Unit is situated or material used therein or any unauthorized change/s in the construction of the Building, then whenever possible such defect/s or unauthorized change/s shall be rectified by the Promoter / Developer at their own cost and in case it is not possible to rectify such defect/s or unauthorized changes/s, then the Purchaser/s shall be entitled to receive from the Promoter / Developer reasonable amount of compensation for such defects or changes.

9) Commencing a week after notice in writing is given by the Promoter / Developer to the Purchaser/s that the said Unit is ready for use and occupation notwithstanding occupation certificate is obtained from Competent Authority Or not, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Land and Building/s namely local taxes, betterment charges or such other levies levied by the concerned local authority and/or Govt., water charges/, and bill of common lights, repairs and salaries of clerk, bill collectors, chowkidars, sweepers, liftman etc. and all other expenses necessary and incidental to the management and maintenance of the said Land, Project and Building to the Promoter / Developer as per demand of Promoter / Developer, until the Association is formed and the said Property and Building transferred to it. The Purchaser/s shall pay to the Promoter / Developer such proportionate share of outgoings as may be determined by Promoter / Developer. The Purchaser/s further agrees that till the purchaser's share is so determined, the Purchaser/s shall pay to Promoter / Developer Security Deposit of Rs.10,000/- and provisional monthly contributions of Rs.1200/- per month towards the outgoings as demanded by the Promoter / Developer. The amounts so paid by the Purchaser/s to the Promoter / Developer shall be kept with the Promoter / Developer until the Purchaser/s is/are admitted as member/s of the proposed Association or Limited Company. The Purchaser/s undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the fifth day of each and every calendar month in advance and shall not withhold the same for any reason whatsoever. The Purchaser/s further agrees with the Promoter / Developer that till Condominium of Apartment Holders is formed, the Promoter / Developer alone will have a right to appoint clerks, chowkidars, Bill collectors, sweepers etc. for the management and maintenance of the Building / Project as aforesaid and to collect expenses thereof from purchasers.

10) That in the event of entire new Project or Building being assessed to Municipal and other taxes as one unit, the Purchaser/s agree to contribute proportionate share of such Municipal and other taxes, such proportionate share to be ascertained and fixed either by the Promoter / Developer or by the board of the Manager of Association when formed and the Purchaser has no right to challenge the same. In the event of any municipal taxes being separately levied and demanded from the occupant of the Unit hereby agreed to be sold, the Purchaser/s agree to pay the same as per separate bill issued by the Competent Authority or any other authority to him/her/them within time and from time to time and not to allow or suffer Promoter / Developer or any other concerned person to any prejudice and agree and undertake to reimburse the Promoter / Developer any cost of expenses if at all made by the Promoter / Developer.

The Promoter / Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by Competent Authority at the time of sanctioning the said Plans or thereafter, and shall obtain the completion certificate in respect of the said Unit.

11) That the details of the construction of the Unit and the fixtures, fittings and amenities to be provided by the Promoter / Developer for the said Unit are given in the 'Annexure –A' annexed hereto, which form part and parcel of this Agreement.

12) That the Purchaser/s agree/s and undertake/s to sign and execute all the necessary declarations, affidavits, applications for the purpose of formation and registration of the Association of the Apartment Owners to be formed under the provisions of the MOFA Act, 1963. And that the Purchaser/s further agree/s to contribute and pay his/her/their proportionate cost of stamp duty, registration fees, incidental charges and any other expenditure of transfer of the said Property and Building to the purchaser's Association and the Purchaser/s shall further bear and pay the entire cost of stamp duty, registration fees and incidental charges and legal fees applicable for individual Apartment Deeds. It is specifically understood that the Promoter / Developer shall form a Condominium of Apartment Holders, as per the provisions of Maharashtra Apartment Ownership Act, 1963 and Rules made thereunder.

13) THE PURCHASER/S DOTH HEREBY COVENANTS WITH THE PROMOTER / DEVELOPER AS FOLLOWS: -

a) To maintain the said Unit at his/her/their own cost in the good tenantable repaired conditions from the date of possession of the said Unit is taken and shall

not do or suffered to be done anything in or to the building in which the said Unit situated, staircases or any passages of the building which may be against the rules, regulations or bye-laws of the concerned local or any other authorities or change/alter or make addition in or to the building in which the said Unit is situated and also in the said Unit itself or any part thereof.

b) Not to store in the said Unit any goods which are of hazardous combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Unit is situated or storing of, which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages, lift or any other structure of the building in which the said Unit is situated, including entrance of the building in which the said Unit is situated and in case any damages is caused to the building in which the said Unit is situated or the said Unit on account of negligence or default of the said Unit Purchaser/s, in this behalf the said Unit Purchaser/s shall be liable for the consequences of the breach.

c) To carry at his/her own cost all internal repairs to the said Unit and maintain the said Unit in the same conditions, state and order in which it was delivered by the Promoter / Developer to the Purchaser/s and shall not do or suffered to be done anything in or to the building in which the said Unit is situated or to the said Unit which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event the Purchaser/s committing any act in contravention of the above provisions the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and /or public authority.

d) Not to demolish or cause to be demolished the said Unit or any part thereof, nor at any time, make or cause to be made any addition or alteration of whatever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Unit is situated and shall keep the portions, sewers, drains, pipes in the said Unit and appurtenance thereto in good tenantable repaired and conditions and in particular, so as to support shelter and protect the other parts of the building in which the said Unit is situated and shall not chisel or in any manner damage to columns, beams, walls, slab or R.C.C. Pardis or other structural member in the said Unit without the prior written

permission of the Promoter / Developer and / or the society or the limited company, as the case may be.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the building in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f) Not to throw, dirt, rubbish ,rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Property and the building in which the said Unit is situated.

g) Pay to the Promoter / Developer within (7) seven days of demand by the Promoter / Developers, their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Unit is situated.

h) To bear and pay increase in local taxes, water charges, insurance and other such levies if any, which are imposed by the concerned local authority, and / or Government and /or other public authority on account of change of user of the said Unit by the Purchaser/s viz. user for any purpose other than for proposed to be used.

i) The Purchaser/s shall not let, sub-let transfer, assign or part with his/her/their interest or benefit factor of this agreement or any part with the possession of the said Unit until all the dues payable by the said Unit Purchaser/s to the Promoter / Developer under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non- observance of any of the terms and condition of this agreement and until the said Unit Purchaser/s has/have obtained permission in writing from the Promoter / Developer.

j) The Purchaser/s shall observe and perform all the rules and regulation which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof, that may be made from time to time for protection and maintenance of the said building and the said Unit 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/s shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupation and use of the said Unit and 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.

k) Till the conveyance of the building in which the said Unit is situated is executed, the said Unit Purchaser/s shall permit the Promoter / Developer and their surveyors and agents with or without workmen and others, at all responsible time, to enter into and upon the said Unit land and building or any part thereof to view and examine the state and conditions thereof.

l) The Purchaser/s agrees to bear and pay his/her proportionate maintenance charges in respect of the repairs and the maintenance of the common areas and facilities provided in the entire building including expenditure towards common amenities which will be provided to the Purchaser/s, and the Purchaser/s agrees to pay the same within 7 (seven) days of the receipt of demand to that effect either from the Promoter / Developer or from the Association or other body managing the building as the case may be.

14) The Purchaser/s agrees that in the event of any other authority or the structural engineer requiring the Promoter / Developer to make change to or in the plan relating to the said Unit hereby agreed to be sold, the Promoter / Developer shall be entitled to do so without reference to the Purchaser/s and also without changing the area agreed to be sold to the Purchaser/s herein.

And the Purchaser/s further agreed that this Agreement relates to the said Unit only and as such the Promoter / Developer shall have exclusive rights to change the plans of the entire building and / or Project to the exclusive benefit of the Promoter / Developer, and that any benefit arising out of such change or any potentiality arising out of such change shall entirely ensure to the Promoter / Developer, without effecting rights of the Purchaser/s and without changing area of the said Unit agreed to be sold to the purchaser.

15) The Promoter / Developer has and will continue to have possessory lien and first charge on the said Unit hereby agreed to be sold to the Purchaser/s for securing all moneys receivable, either from the Purchaser/s or from any person claiming through him/her/them, and the Promoter / Developer is entitled to recover any sum so receivable from the resell of the said Unit by terminating this agreement and by re-entering and taking possession of the said Unit for the recovering the amounts receivable by the Promoter / Developer and any action taken by the Promoter / Developer in that behalf shall be binding on the Purchaser/s as if done by the Purchaser/s himself/ herself/themselves.

16) The Promoter / Developer shall have right to raise loans by mortgaging the said Land and the building for the purpose of completing the scheme, on such terms and subject to such conditions as may be agreed upon by and between the Promoter / Developer and third parties advancing loans.

17) Rights are reserved with the Promoter / Developer to construct additional storeys, flats, apartments, shops, offices, godowns, etc. in the said Land and also on terrace/s of the buildings, if at all permitted by the Competent Authority and all the benefits arising out of such construction shall ensure to the Promoter / Developer and it is expressly and voluntarily agreed by the Purchaser/s that his/her/their right of percentage in common areas and facilities shall be available only in respect of the F.S.I. now consumed by the Promoter / Developer. AND Purchaser/s shall not have any right, title or interest commonly or individually to interfere or to object the Promoter / Developer to raise additional structure. In the event of grant of additional F.S.I. in future Promoter / Developer is also entitled to do such construction work by utilizing F.S.I. or to transfer the rights of said F.S.I. And it is further agreed by and between the parties that in that event the Promoter / Developer does not require to obtain separate written consent from the Purchaser/s to construct additional structures or to transfer the future available F.S.I.

The Developer / Promoter is entitled to amalgamate the said Land with any of the adjoining Land/s and further to revise the Building Plans for such a newly amalgamated Lands as per their own choice. That neither the Purchaser/s nor their Association is entitled to object such a amalgamation or revision of Plans, at any time.

18) The Purchaser/s shall have no claim save and except in respect of that particular Unit hereby agreed to be purchased by him/her/them. All open spaces, parking spaces, staircase, recreation areas, lobbies, terraces, unused F.S.I., future F.S.I., advertising spaces, corridors, exterior walls, land appurtenant etc. and all other common areas and facilities for which contributions is not collected from the Purchaser/s by the Promoter / Developer, will remain the property of the Promoter / Developer. And the Promoter / Developer will be entitled to sell or dispose of it in any manner with or without consideration to any prospective purchaser. And the Purchaser/s will not have right to take objection for the same.

19) In the event of the Purchaser/s requiring the Promoter / Developer to make alterations or additions in the construction of the said Unit hereby agreed to be sold, the Promoter / Developer may undertake the same only against the Purchaser/s

depositing the entire cost of such alterations in advance with the Promoter / Developer and only if those additions and alterations would be carried as per building Bye-laws. In such an event the purchaser shall not be entitled to any reduction in the agreed costs on any account whatsoever, but it is hereby expressly agreed by the Purchaser/s that suggestion about the alterations or additions made by the Purchaser/s shall be acceptable and adoptable exclusively at the wishes of the Promoter / Developer, and the Promoter / Developer is not bound to accept the said suggestions.

20) That the parties agrees to execute any additional deeds or papers or document or documents for more effectually carrying into effect the intends and purposes of this agreement.

21) In addition to what is mentioned above the Purchaser/s shall be bound to pay to the Promoter / Developer as when demanded the following additional sums:

(a) Any Sales Tax, VAT Tax, Tax under Works Contract Act or any other tax, Cess or duty etc. levied whether under any other existing law or under any future law, rules, regulations or order whether levied on construction of said Unit to be sold on Ownership basis and /or sale thereof on Purchaser/s or on the Promoter / Developer. In case Promoter / Developer is forced to pay such taxes to government or to any department etc., the Purchaser/s shall be liable to refund the same to the Promoter / Developer within a period of seven (7) days of its demand, failing which it shall be treated as breach of condition on the part of the Purchaser/s which will give right of termination of this agreement to the Promoter / Developer.

(b) Rs.30,000/- (Rs.Thirty Thousand Only) towards M.S.E.D.CO. LTD. electric installation and service charges and other such appliances installation for obtaining the electricity shall be borne and paid separately by the Purchaser/s.

(c) Expenses such as stamp duty, registration charges, legal charges and all other incidental charges for the purpose of registration of Association of the Apartment Owners, and also for transferring the said Property and Building in favour of proposed Association of the Apartment Owners.

22) That the Promoter / Developer shall be fully entitled and at liberty to sell any of the Flat/Bungalow/Row House/Shop/Godown situated in the proposed Building/s or Project to any person or persons of its own choice for doing any lawful activity, business or profession, except the Unit agreed to be sold to the Purchaser/s, and the Purchaser/s shall not raise any objection, whatsoever in such dealings.

23) That under no circumstances, the possession of the said Unit shall be given or handed over by the Promoter / Developer to the Purchaser/s unless and until all the payments, which are required to be made by the Purchaser/s under this agreement have been made by him / her /them to the Promoter / Developer.

24) That the Promoter / Developer shall, in respect of any amount to be paid by the Purchaser/s to the Promoter / Developer under the terms and conditions of this agreement, have a first lien and charge on the said Unit agreed to be purchased and acquired by the Purchaser/s.

25) That the Purchaser/s shall use the said Unit or any part thereof or permit the same to be used for the purpose of residence only. The Purchaser/s shall use the Parking space (if allotted) only for the purpose of keeping or parking their own vehicles. That the Purchaser shall not allow to use or caused to be allowed to be used the said Unit in any manner which may or will be likely to cause nuisance or annoyance to the other occupiers of the said Building, and the Purchaser/s shall not allow the same to be used for any illegal or immoral purpose.

26) That the Purchaser/s shall not any time demolish the said Unit or any part thereof agreed to be taken by him/her/them nor shall he/she/they any time make or cause to be made any additions, alterations or modifications of whatsoever nature to the said Unit or any part thereof, the Purchaser/s shall not make additions or alterations or modifications in the elevation and outside colour scheme of the said Unit allotted to the Purchaser/s and acquired by him/her/them.

27) The Unit Purchaser alongwith other purchasers of Flats/Bungalow/Row House/Shops/Godowns in the Building shall join, as and when called upon by the Promoter / Developer in forming and registering the Association of the Apartment Owners to be known as the Promoter / Developer may decide, and for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of Association of the Apartment Owners and for becoming the member of proposed Association. The formation charges for registration of Association of the Apartment Rs.12,000/- will be paid by the purchaser to the Promoter / Developer before possession of the said unit.

28) That the Promoter / Developer has further agreed that they shall before execution of a Declaration in respect of the said Property alongwith the Building in favour of the Association of the Apartment Owner shall make full and true disclosure of the nature of their title/authority to the said Land as well as encumbrances, if any,

including any right, title, interest or claim of any party in or over the said Land, and shall as far as practicable, ensure that the said Land is free from all encumbrances and that the Land owners have absolute, clear and marketable title to the said Land, so as to enable him to convey to the said Association of the Apartment Owners.

29) That in event of formation of an Association of Apartment Owners, if some of the Flats/Bungalow/Row House /Shops/Godowns remain unsold, then the Promoter / Developer shall have full authority and control as regards the disposal / sale of unsold Flats/Bungalow/Row House /Shops/Godowns. Association referred to above shall not refuse membership to any person to whom the Promoter / Developer may sell any of the unsold Flats/Bungalow/ Row House /Shop/Godowns.

30) That the said Unit holder is hereby authorized to take loan for the purpose of the purchase of the said Unit after obtaining written consent of the Promoter / Developer, and Promoter / Developer hereby assures unto the Purchaser/s to provide all such documents as may be necessary for obtaining such loan by the Purchaser/s on payment of costs of same. However, the same shall be without prejudice to the right of Promoter / Developer of cancellation and termination of this agreement and at the total risk and cost of the Purchaser/s, and the Promoter / Developer shall not be liable for the consequences of the same and the Purchaser/s undertake to indemnify the Promoter / Developer for any loss or damage, if caused to them due to any act on the part of the Purchaser/s, in that behalf.

31) That the open space, Amenity Space, Garden and the terraces of the said Building shall always belongs to the Promoter / Developer and the Promoter / Developer shall be entitled to deal with or dispose off the same at its discretion and also be entitled to sell/ or allot the exclusive use thereof to any of the purchaser's of Flats/ Bungalow/Row House /Shops/ Offices/Godowns and the terraces, or the open spaces, shall then be in the exclusive use and possession of such purchaser. In the event of the repairs of water storage tanks or any items concerned therewith and located on terraces or in the open spaces the Association of Apartment Owners may be entitled to depute their representatives and they shall have access or entry thereof.

32) The built-up area of the said Unit so agreed to be purchased by the Purchaser, on ownership basis is inclusive of the peripheral walls or pardis of the unit and also the thickness of the columns and walls pardis within the unit.

The minor variations (plus or minus) to the extent of the of 5 % in the area of the said Unit agreed to be constructed shall be ignored. The Purchaser shall not claim

any compensation in respect of such variations. The method adopted by the Promoter / Developer to measure the area shall be final.

33) The said Project shall always be known as the "SHIVAR". The Purchaser/s agree with the Promoter / Developer that he/she/they will not insist for the change of the name of this Project i.e. "SHIVAR", any time in future.

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

35) That the Purchaser/s is/are aware that the construction work of other part of the building/s, Project etc. is still incomplete, hence the Promoter / Developer and the persons employed by them on the construction work will have a right to enter upon the other parts of the building and to do the necessary work. The Purchaser/s will not take any objection for their entry and for doing the work of construction nor shall complaint that any nuisance or disturbance is caused to the Purchaser/s.

36) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit or of the said Property and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Unit agreed to be sold to him/her/them and all open space, lobbies, staircase etc. will remain the property of the Promoter / Developer until the said Land and Building/s is transferred to the Association of the Apartment Owners as hereinbefore mentioned.

37) The Purchaser agrees that in case the rates of the building materials increase more than 5 % at any time during the construction work is in progress, then the total consideration of the said Unit as agreed herein shall also increase in proportion to the increase of such rates and such increase shall be payable by the Purchaser/s to the Promoter at the time of the delivery of the possession of the said Unit or on demand, as the case may be.

38) Letters, receipts, notices and or any correspondence issued by the Promoter / Developer by UCP or RPAD to the Purchaser/s on the address given in this agreement by the Purchaser/s will be sufficient proof of receipt of the same by the Purchaser/s and shall completely and effectively discharge the Promoter / Developer.

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

40) This Agreement shall always be subjected to the provisions of the Maharashtra Ownership of Flats Act, 1963 and rules made there under.

41) For the purpose of water the Developer/developer/builder has made the bore-well in the land at the construction site and from the same the water will be provided. If any purchaser of the Row House/Flat desires for the extra arrangement of the water other than the said bore well, then he shall make the arrangement of the same at his own cost.

The Developer/Builder will provide the septic tank & soak pit for the drainage at the site of the scheme but whenever the drainage line of the Grampanchayat or Competent Authority will be available, then the society/association shall connect it from septic tank to drainage line of the Grampanchayat / Competent Authority at its own expenses.

42) **VALUATION FOR STAMP DUTY :**

Valuation of the said unit as per ready recknor is Rs.....Consideration of said unit decided between Purchaser and Developer is **Rs.....(Rupees..... Only)**, Consideration is higher than market Value so that Stamp duty and Reg.Fee paid on Consideration Amount.i.e.**Rs.....(Rupees..... Only)**

SCHEDULE – A

(The Said Land herein above mentioned)

All that piece and parcel of below mentioned land out of **Gat No. 240 totally admeasuring about 4 H. 83 R of Village Apatgaon, Taluka & District Aurangabad** coming within the limits of Registration District Aurangabad, Sub. District Taluka Aurangabad

A) Land admeasuring 0 H. 91 R, which land is bounded as under :

ON OR TOWARD EAST :	By land of Mr. Abdul Shaikh out of Gat No. 240,
ON OR TOWARD SOUTH :	By Gat No. 240,
ON OR TOWARD WEST :	By Gat No. 276,
ON OR TOWARD NORTH :	By land of Mr. Satish Taur out of

Gat No. 280 & 281

B) Land admeasuring 0 H. 92 R, which land is bounded as under :

- ON OR TOWARD EAST : By land of out of Gat No. 240,
- ON OR TOWARD SOUTH : By land of Mr. Mr. Shivaji Rate out
Of Gat No. 280 & 281
- ON OR TOWARD WEST : By land of Mr. Shivaji Kuber out of
Gat No. 276,
- ON OR TOWARD NORTH : By Gat No. 240

SCHEDULE – B

(The Said Unit herein above mentioned)

FLAT/ROW HOUSE / BUNGLOW/ SHOP NO.....

Admeasuring Carpet Area about - Sq.mtrs.

Admeasuring Saleable Area about - Sq.mtrs.

Adjoining Vharanda adm. sq. mts

Cupboard Floor :- sq mts.

Floor No.....

Building Type.....

Bounded as :-

- ON OR TOWARD EAST : Row House/Flat No.....
- ON OR TOWARD SOUTH : Row House/Flat No.....
- ON OR TOWARD WEST : Internal Access,
- ON OR TOWARD NORTH : Marginal Space.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNDER SET AND
SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND DATE HEREINABOVE
MENTIONED.

SIGNED , SEALED, DELIVERED

BY THE WITHIN NAMED OWNERS

M/S. K. H. CONSTRUCTION

THROUGH THEIR P.O.A.

MR. SANDEEP PANDHARINATH GODAMBE

(OWNERS)_____

SIGNED, SEALED, DELIVERED

BY THE WITHIN NAMED PROMOTER

M/S. ECON DEVELOPERS,

Through its Partner,

MR. SANDEEP PANDHARINATH GODAMBE

(PROMOTER / DEVELOPER)

Power of Attorney is given to the Mr.Paras Shantilal Chordiya by Sandeep Pandharinath Goadambe as partner of M/s Econ Developers and as Power of Attoreny Holder of M/s K.H.Construction for admission of this Agreement to Sale in the office of Sub Registrar.Signature of Mr Paras Shantilal Chordiya is authenticated by Mr.Sandeep Pandharinath Godambe

Mr.Sandeep Pandharinath Godambe

Mr.Paras Shantilal Chordiya

SIGNED, SEALED , DELIVERED

BY THE WITHIN NAMED PURCHASER

.....

(PURCHASER)

IN PRESENCE OF:

1. SIGN:.....

NAME:

AGE:- YEARS,OCC:-.....

ADDRESS :.....

.....

2. SIGN:.....

NAME:.....

AGE:-..... YEARS,OCC:-.....

ADDRESS :

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