AGREEMENTTO ASSIGNMENT

Zone No. 27.1	@ Rs. per Sq. Mtr.
Government Value	@ Rs.
Actual Consideration	@ Rs.
Date of execution of this Agreement	
Place of execution of this Agreement	

M/s. Devanshi Builders & Land Developers,
Through its Proprietor
Sudesh Ranchoddas Vaishnav
Age : 46 years, Occu. Business,
R/o. Padampura, Aurangabad

(Hereinafter referred to as "**ASSIGNOR**" on one part)

AND

1.
Age : years, Occu. ,
R/o.

2.
Age : years, Occu.
R/o.

(Hereinafter referred to as "**ASSIGNEE**" on other part)

TITLE FLOW OF THE PROPERTY

Whereas, all the piece and parcel of the plots bearing no.3, totally admeasuring 431.09 Sq. Mtrs in Gut No.52/01 (Part) situated at Village Wadgaon (Kolhati), WalujMahanagar, CIDCO, Aurangabad is owned by City & Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as "CIDCO".

Whereas, CIDCO had under Agreement to Lease dated 05th December, 2007 agreed to grant Lease in respect of 8774.00 Square Meters of land in gut no.52/01 located at Village Wadgaon (Kolhati) which has allotted under ALTERNATE LAND to the principal land holder i.e. Shri Ashok Bedekar who has surrendered his land near about 2.14 H.A. from Village TISGAON for the development of Growth Center at CIDCO WalujMahanagar - I (Aurangabad) to the CIDCO Authority.

That, thereafter, the principal landholder i.e. Shri. Ashok Bedekar has transferred the leasehold rights of the allotted alternate land i.e. 8774.00 square meters in favour of Shri. VishwajeetNamdeoraoGaikwad& Sow. Seema Ashok Bedekar with title & interest thereon after making tripartite agreement on dated 16th day of July 2009 as well as transfer order in respect of the same has already been issued in favour of the above joint plot holders.

That, thereafter a LEASE DEED for the total alternate land area admeasuring 8774.00 Sq. Mtr. is registered in between CIDCO and Shri. VishwajeetNamdeoraoGaikwad& Sow. Seema Ashok Bedekar at office of the Sub - Registrar, Aurangabad vide Day Book No. 3340 on dated lst Day of October 2009.

Thereafter, ShriVishwajeetNamdeoraoGaikwad and Sow. Seema Ashok Bedekar has assigned their lease hold rights in respect of the above referred property i.e. Plot No. 3 totally admeasuring 431.09 Sq. Meters in Gut No.52/01 (Part) situated at Village Wadgaon (Kolhati), CIDCO, WalujMahanagar - I, Aurangabad in favour of M/s. Devanshi Builders & Land Developers, through its Proprietor Mr. Sudesh

Ranchoddas Vaishnav vide Deed of Assignment executed on 17/11/2014, registered at Sr. No.5636/2014 and thus the said property is owned and possessed by M/s. Devanshi Builders & Land Developers, through its Proprietor Mr. Sudesh Ranchoddas Vaishnav as a Assignee and herein now is the Assignor of the said property.

In pursuance of the aforesaid development of plots, the assignor prepared plans and specifications of the building to be constructed on the said plots and submitted the same to the CIDCO Authorities for its approval and sanction. The CIDCO Authorities approved and sanctioned the building plan and specifications in the name of the Assignor vide No.CIDCO/ATPO/BP/AUR (WLJ)/2015 (BP)/57 dated 15/07/2015

CIDCO vide its letter bearing no. CIDCO/ATPO/BP/AUR (WLJ)/2015 (BP)/57 dated 15/07/2015 granted its permission to develop the said plots through the developer / Assignor herein.

Thus there is no impediment of any nature either under any statute of contractual or otherwise of the developer / Assignor herein to develop the said plots and dispose off the saleable units being constructed therein.

NAME OF THE PROJECT
" SILVER PARK SONAL ARCADE & SHREYA ARCADE "

DETAILS OF THE PROJECT

The Developer has proposed to construct new multistoried building consisting of following details :

Number of Units	
Residential Units / Flats	
Commercial Units / Shops	
Number of Floors	
Name of the Building	
Description of Plot on which the building is constructed	Gut No.52/1 (Part), Wadgaon (Kolhati), WalujMahanagar - I, CIDCO, Aurangabad

SCHEDULE-B
"SILVER PARK"

AREA STATEMENT (RESIDENTIAL)(In Sq. Mtr.)

Flat/Shop No.	TYPE	CARPET AREA	BALCONY AREA	TERRACE AREA	BUILT UP AREA

Common Parking Area for C Type Residential Part of Building – 86.05Sq.Mtr.

Common Staircase Area for C Type Residential Part of Building – 57.92Sq.Mtr.

Common Toilet Area for C Type Commercial Part of the Building -10.74Sq.Mtr.

AND WHEREAS the Promoter / Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement is as per the Agreement prescribed by the Council or Architects ;

AND WHEREAS the Promoter / Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter / Developer accepts the professional supervision of the Architects and the Structural Engineer till the completion of the building / buildings.

AND WHEREAS by virtue of the above referred Sale Deed the Promoter / Developer alone has the sole and exclusive right to sell the flats in the said building to be constructed by the Promoter / Developer on the said land and to enter into Agreement / s with the purchaser / s of the flats to receive the sale price in respect thereof ;

AND WHEREAS the Flat Purchaser demanded from the Promoter / Developer and the Promoter / Developer has given inspection to the Flat Purchaser of all the documents listed in Annexure D of title relating to the said land and has also provided the one set of Photo Copy to the Flat Purchaser.

AND WHEREAS the Copies of Certificate of Title issued by the Advocate of the Promoter / Developer, copies of Property Card or any other relevant revenue record showing the nature of the title of the Promoter / Developer to the said land on which the flats are constructed or are to be constructed and the copies of the plans and specifications of the Flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed hereto and marked ANNEXURE 'A', 'B' & 'C', respectively.

The Flat Purchaser has / have examined the title, rights, interest, claims of the Promoter / Developer to the said land and has seen the documents of title in the Promoter / Developer's possession. The Purchaser has / have full satisfied with the Promoter / Developer's right, interest and title in the property.

The Purchaser has taken inspection of the plans and specifications of the proposed construction and which have been approved by the authority. The Purchaser has also perused the lay-out plan of housing scheme, proposed internal roads, amenities, facilities proposed to be provided in the scheme and Purchaser fully satisfied about it.

AND WHEREAS the Promoter / Developer has got approved from the concerned local authority the plan, specifications, elevations, sections and details of the said building/s.

AND WHEREAS while sanctioning the said plans concerned local authority and /or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter / Developer while developing the said land and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter / Developer has accordingly commenced construction of the said building/s in accordance with the said plans.

AND WHEREAS the Flat Purchaser applied to the Promoter / Developer for allotment to the Flat Purchaser of Flat No._____, having carpet area admeasuring__ Sq.Mtr. and built up area admeasuring _____Sq.Mtr, on First Floor, in the building known as "Silver Park" constructed on Gut No.52/1 (Part), Wadgaon (Kolhati), WalujMahanagar - I, CIDCO, Aurangabad.

AND WHEREAS the Developer has agreed to sell and the Purchaser has agreed to purchase the said property at or for the price of Rs._____/- (Rupees _____only) upon the terms and subject to the conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the Flat Purchaser has paid to the Promoter / Developer, a sum of Rs._____ /- (Rupees _____only), by cheques detailed as below :-

Being part payment of the sale price of the flat agreed to be sold by the Promoter / Developer to the Flat Purchaser as advance payment or deposit (the payment and receipt whereof the Promoter / Developer (both hereby admit and acknowledge) and the Flat Purchaser has agreed to pay to the Promoter / Developer the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under section 9 of the said Act the Promoter / Developer is required to execute a written agreement for sale of said flat to the Flat Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. The Promoter / Developer shall construct the said building/s consisting of single wing, Residential Wing consists of _____floors and Commercial Wing consists of Ground Floor on the said land / plot in accorsdance with the plans, designs and specifications as approved by the concerned local authority from time to time.

2. The Flat Purchaser hereby agreed to purchase from the Promoter / Developer and the Promoter / Developer hereby agrees to sell to the Flat No.___, having carpet area admeasuring _____ Sq. Mtr. And built up area admeasuring _____ Sq. Mtr, on ___ Floor in the building known as "Silver Park _____" Building (hereinafter referred to as "the Flat") for the price of Rs._____/- (Rupees _____ only) which includes the proportionate price of the common areas, facilities appurtenant to the premises, and common Parking Space the nature, extent and description of the common / limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The Flat Purchaser hereby agrees to pay to that Promoter / Developer the balance amount of purchaser price of Rs._____/- (Rupees _____ only)) having been paid to the Promoter / Developer on or before the execution of Deed of Assignment in the following manner :-

Sr. No.	Amount in Rupees	Payment Stage
1.		(10% of the transaction price) to be paid to the Promoter on or before the execution of Agreement
2.		(30% of the transaction price) after execution of this Agreement to Sale
3.		(45% of the transaction price) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Unit / Flat / Row House / Shop is located
4.		(70% of the transaction price) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Unit / Flat / Row House / Shop is located
5.		(75% of the transaction price) to be paid to the Promoter on completion of the walls of the building or wing in which the said Unit / Flat / Row House / Shop is located
6.		(80% of the transaction price) to be paid to the Promoter on completion of the external plaster, stair case, walls, lobbies up to the floor level of the said apartment.
7.		(85% of the transaction price) to be paid to the Promoter on completion of the external plumbing and internal plaster, elevation, terrace with water proofing of the building or wing in which the said Unit / Flat / Row

		House / Shop is located
8.		(95% of the transaction price) to be paid to the Promoter on completion of the water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, Sanitary Fittings and all other requirements as may be described in the Agreement to Sale of the building or wing in which the said apartment is located.
9.		(Remaining Amount) at the time of handing over of the possession of the Unit / Flat / Row House / Shop to the Unit / Flat / Row House / Shop on or after receipt of occupation certificate or completion certificate

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 the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Flat Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat / Shops.

3. The Promoter / Developer hereby make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or from all encumbrances and that the Promoter / Developer has / have absolute, clear and marketable title to the said land so as to enable him to on the execution of a Sale Deed / Deed of Assignment of the said Flat by the Promoter / Developer in favour of the Purchaser.

4. The Flat Purchaser agrees to pay to the Promoter / Developer interest at SBI lending rate + 2% extra penalty thereon per cent per annum on all the amounts which become due and payable by the Flat Purchaser to the Promoter / Developer under the terms of this Agreement from the date the said amounts is payable by the purchaser to the Promoter / Developer.

5. On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoter / Developer under this Agreement (including his / her proportionate share of taxes levied by concerned local authority and other outgoings) and on the flat Purchaser committing breach of any of the terms and conditions herein contained, the Promoter / Developer shall be entitled at his own option to terminate this Agreement.

Provided that, the power of termination hereinbefore contained shall not be exercised by the Promoter / Developer unless and until the Promoter / Developer shall have given to the Flat Purchaser Fifteen days prior notice in writing of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Flat Purchaser ;

Provided further that upon termination of this Agreement as aforesaid, the Promotion / Developer shall refund to the Flat Purchaser the installments of sale price of the Flat which may till then have been paid by the Flat Purchaser to the Promoter / Developer but the Promoter / Developer shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoter / Developer, the Promoter / Developer, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter / Developer may in his absolute discretion think fit.

6. The fixture and fittings with regard to the flooring and sanitary fittings and amenities or price range to be provided by the Promoter / Developer in the said building and the Flat are those that are set out in Annexure 'E' annexed hereto.

7. The Promoter / Developer shall give possession of the Flat to the Purchaser on or before 30/06/2018. If the Promoter / Developer fails or neglects to give possession of the Flat to the Purchaser on account of reasons beyond his control and of his agents as per the provisions of the Real Estate (Regulations and Development) Act, 2016, then the Promoter / Developer shall be liable on demand to refund to the Flat Purchaser the amounts already received by him in respect of the Flat with interest at SBI lending rate + 2% extra penalty thereon percent per annum. Till the entire amount and interest thereon is refunded by the Promoter / Developer to the Flat Purchaser there shall, subject to prior encumbrances if any, be a charge on the said flat as well as the construction or building in which the Flats are situated or were to be situated :

   Provided that, the Promoter / Developer shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of -

(i)	Non-availability of steel, other building material, water or electric 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, any prohibitory order of any Court against development of property

8. The Flat Purchaser shall take possession of the Flat within 15 days of the Promoter / Developer giving written notice to the Flat Purchaser intimating that the said Flats are ready for use and occupation ;

   The Promoter will be liable for R.C.C. structural defects for five years, except the following defect liabilities ;

DEFECT LIABILITY

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the

Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20*C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

9. The Flat Purchaser shall use Flat or any part thereof or permit the same to be used only for purpose of Flats / Shop / godown. He shall use the garage or parking space only for purpose of keeping or parking the Flat Purchaser's vehicles.

10. The Flat Purchaser along with other purchasers of flats in the building shall join in forming association of flat owners to be known as 'Silver Park Shaunak Arcade' and for this purpose also from time to time sign and execute the application for registration and / or membership and the other papers and documents necessary for the formation of the Association of flat owners and for becoming a member, including the 'bye-laws of the proposed Association of flat owners and duly fill in, sign and return to the Promoter / Developer within 15 days of the same being forwarded by the Promoter / Developer to the Flat Purchaser, so as to enable the Promoter / Developer to register the organization of Flat Purchasers under Section 17 (2) of the Real Estate (Regulation & Development) Act, 2016. No objection shall be taken by Flat Purchaser if any changes or medications are made in the draft bye-laws, as the case may be, or any other Competent Authority.

11. Within 15 days after notice in writing is given by the Promoter / Developer to the Flat Purchaser that the Flat is ready for use and occupation, the Flat Purchaser shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the flat) of outgoings in respect of the said land and Building / s namely local taxes, betterment charges or such other levies by the concerned local authority and / or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building / s.

Until the Association of flat owners is formed and the said land and building / s transferred to it, the Flat Purchaser shall after getting possession of his / her flat pay to the Promoter / Developer such proportionate share or outgoings as may be determined. The Flat Purchaser further agrees that till the Flat Purchaser's share is so determined, the Flat Purchaser shall pay to the Promoter / Developer provisionsal monthly contribution of Rs.3,000/- per month towards the outgoings. The amounts so paid by the Flat Purchaser to the Promoter / Developer shall not carry any interest and remain with the Promoter / Developer until the formation of the Association of flat owners as aforesaid. Subject to the provisions of Section 19 (6), (7), (8), (9), (10) & (11) of the Real Estate (Regulation and Development) Act, 2016, on such conveyance / assignment of lease being executed the aforesaid deposits (less deductions provided for this Agreement shall be paid over by the Promoter / Developer to the Association of flat owners, as the case may be. The Flat Purchaser undertakes to pay such provisional monthly contribution month in advance and shall not withhold the same for any reason whatsoever.

The Developer in compliance of the provisions of Apartment Ownership Act, 1970 has executed the deed of declaration U/2-A of the said Act and subject thereto, it is hereby expressly agreed and declared that the purchasers of all the flats and premises in the said building including g the purchaser herein shall join and form an association as contemplated by the said act, and the purchaser agrees to join such association or society, on the completion of the building and receipt by the Developer of the full price of all the flats / car parking places and other presses in the said building under this and similar agreements in respect thereof and all the charges and deposits payable each purchaser to the Developer under this agreement and similar agreements with other apartment purchasers the Developer shall convey and assign all his rights, title and interest in each apartment to each purchaser including the purchaser herein free from all encumbrances. All the legal expenses including the expenses of stamp duty and registration charges will be borne by the purchaser alone.

It is clearly understood by the purchaser that, the Maharashtra Apartment Ownership Act, 1970, extends to the whole of state of Maharashtra. The said Act came into the force in such areas on such dates as the State Government may, by Notification in the official gazette appoint and different dates may be appointed for different areas. The said Act is applicable within the limits of Municipal Corporation, Aurangabad.

It is clearly understood by the purchaser that the Developer has submitted his project to the provisions of Maharashtra Apartment Ownership Act, 1970. The Maharashtra Legislature has passed two Acts of 1963 & 1970, governing the ownership flats, but their functions & field of operations are different and the difference is as below.

The Flat Ownership Act, 1963 namely relates the flat owners who form Co-op. Housing Society, while the flat owners under the Apartment Ownership Act, 1970 are independent owners of their flats and not subject to any body like a society. The condominium form by the Association of the Flat owners is only for regulating their mutual relations and has no existence like Co-operative Society. The Flat Ownership Act, 1963 & the Maharashtra Apartment Ownership Act, 1970, are not exclusively or each other but they are complementary to each other.

The Developer shall be the promoter in respect of the said Construction work within the meaning of the Maharashtra Apartment Ownership Act, 1970. The promoter has already submitted the project to the provisions of the Maharashtra Apartment Ownership Act, 1970, by executing the registered Deed of Declaration. After issuance of the completion Certificate by the CIDCO, the Promoter shall execute the Deed of Assignment / Agreement to Sale in favour of each of the flat / shop / unit Purchaser and each of the apartment / flat / shop / unit owner shall be entitled to the exclusive ownership and possession of his apartment / flat / shop / unit as

provided in the Maharashtra Apartment Ownership Act, 1970, in such cases it shall not be lawful to form any co-op society under the Maharashtra Co-op Societies Act, 1960 or 1963. The Promoter under this agreement & the proposed Registered Deed of Apartment / Sale Deed has transferred the undivided proportionate title in the common areas in favour of the each of the unit / apartment / flat / shop purchaser as well as in favour of the Association of flat owners hence no independent / separate conveyance deed is required to execute in favour of the Association of flat owners. The Promoter under this Agreement has already handed over all the project documents & Plans, proportionate title in the common areas to the purchaser as well as to the Flat / Apartment / Unit owners.

On and from the appointed day, the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, has repealed by the Maharashtra Housing (Regulation & Development) Act, 2016 (MOFA Act) & the Maharashtra Housing & Development) Act, 2016 (MOFA Act) is repealed by the Real Estate (Regulation & Development) Act, 2016 (RERA Act). The Maharashtra Apartment Ownership Act 1970, has not been repealed. However, in case of inconsistent provisions, the provisions of the RERA Act shall prevail.

It is agreed in between the parties that after formation of the elected body of the Apartment Owner's Association, the promoter shall inform the Registrar of Societies, as defined in the Maharashtra Apartment Ownership Act, 1960, as soon as possible.

In future if the floor space index (FSI) or transfer of development rights (TDR) is granted by CIDCO, Aurangabad, then the area available for additional construction will be utilized by the Developer alone and the Developer can transfer said FSI from the said building to another property or can sell the said FSI to the respective purchaser who are interested to purchase it and to put additional construction on the said building as may be allowed by CIDCO and to sell or otherwise deal with same.

If any additional FSI / TDR become available in future, the Developer will be entitled to avail and consume the same. If the Developer / Promoter wants to amend the Deed of Declaration, in that case, the purchaser has no objection to make amendment in the registered deed of declaration and has also no objection for making revised construction plan and under this agreement the purchaser has given his written unconditional consent to the promoter for the said charges.

That Promoter shall be at liberty to amend the deed of Declaration as and when required at any time till all units in are sold and transferred to the prospective purchasers. No purchaser will be entitled to object for such amended declaration and it will be binding on all the purchasers irrespective of their date of purchaser.

If there is reduction of more than 3% of the actual area dimensions of any Flat against the area specified in Schedule due to change / variation of the design, the price of the said unit will be reduced proportionately and vice-a-versa.

There is provision of covered parking on Ground Floor for the flat holders of the building under the project and will be allotted to Association of respective building after completion of the project.

The Promoter may apply for part / full completion as per his description and will furnish the copy of same to the purchaser as and when the completion certificate either part or full is issued by the competent authority.

12. At the time of registration of Flat, Purchaser shall pay to the Promoter / Developer, the stamp duty and registration charges, VAT, Service Charges, GST & incidental charges, MSEB Meter Connection &its fitting, CIDCO Transfer charges, Water Connection Charges, Legal Fees, Society /

Association Formation Charges and charges of this Agreement for Assignment in respect of the said flat / shop / unit / apartment.

13. The material used and the specifications adopted for the said flats are specifically described in the SCHEDULE OF THE PROPERTY, however, if the Purchaser is willing to have any changes in the flat he should convey the same to the developer / promoter before the work of the said item is started and he will have to bear the extra cost including material, labours& supervision charges in advance.

14. The Flat Purchaser/s or himself / themselves with intention to bring all persons into whosoever in hands the Flat may come, hereby covenants with the Promoter / Developer as follows :-

a) To maintain the flat at the Flat Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the flat is taken and shall not do or suffer to be done anything in or to the building in which the flat is situated which may be against the rules, regulations or bye-laws or change / alter or make addition in or to the building in which the flat is situated and the flat itself or any part thereof without the consent of the local authorities, if required.

b) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction of structure of the building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situated, including entrance of the building in which the flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach.

c) To carry out 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 Promoter / Developer to the Flat Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the flat 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 or alteration of whatsoever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers, drains and pipes in the flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the flat without the prior written permission of the Promoter / Developer and/or the Association of flat owners.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurances of the said land and the building in which the flat is situated or any part thereof whereby any increased premium shall becomes 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 flat in the compound or any portion of the said land and the building in which the flat is situated.

g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or Government and / or other public authority, on account of change of user of the flat by the purchaser to any purposes other than for residential purpose.

h) The Flat Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the flat until all the dues payable by the Flat Purchaser to the Promoter / Developer under this Agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser has intimated in writing to the Promoter / Builder.

i) The Flat purchaser shall observe and perform all the rules and regulations which the Association of flat 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 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 Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of flat 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.

j) Till the execution of registered Sale Deed of all the Apartment / Units / Flats / Shops, the building in which the flat is situated is executed, the flat purchaser shall permit the Promoter / Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

15) The Promoter / Developer shall maintain a separate account in respect of sums received by the Promoter / Developer from the Flat Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Association of flat owners or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flats or of the said Plot and Building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation space, will remain the property of Promoter / Developer until the formation of Association of Flat Owners.

17) 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 Flat Purchaser 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 Flat Purchaser nor shall the same in any manner prejudice the rights of the Promoter / Developer.

18) The flat purchaser and / or Promoter / Developer shall present this Agreement for its proper registration office of registration within the time

limit prescribed by the Registration Act and the Promoter / Developer will attend such office and admit execution thereof.

19) All notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser by Registered Post A.D. / Under Certificate of posting at his / her address specified below or shall serve the said communication through email:

1.

2.

20) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter / Developer or Association of flat owners, or as the case may be.

21) No unit holder of "SILVER PART _____", Apartment Condominium shall post any advertisement or posters of any kind in or on the building. Holder of tenements shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb others. It is prohibited to hang garments, rugs etc from the windows balconies or from any of the facades of the "SILVER PART _____", Apartment Condominium. It is prohibited to dust rugs, etc from windows or clean rugs, etc by beating on the exterior part of the "SILVER PART _____" Apartment Condominium. It is prohibited to throw garbage or fresh outside the disposal installations provided for such purpose, in the service areas. If such installation is not provided, all garbage or fresh shall be collected in a Vessel and thrown in Dustbin provided by Government / Local Departments. No owner or lessee shall install wiring for electrical or telephone installation, television antenna machines of air conditioning units / flat, etc on the exterior of the "SILVER PART SHAUNAK ARCADE", Apartment Condominium or that protrude through the walls of the roof of that condominium except as authorized by the Association and the Grantor.

22. This Agreement shall always be subject to the provisions of the Real Estate (Regulation & Development) Act, 2016 and the rules made there under / said Act and the Rules made there under.

23. All out of pocket costs, charges and expenses including stamp duty and registration charges, VAT, Service Charges, GST & incidental charges, MSEB Meter Connection &its fitting, CIDCO Transfer charges, Water Connection Charges, Legal Fees, Society / Association Formation Charges and charges of this Agreement for Assignment is borne and paid by the PURCHASER.

FIRST SCHEDULE

Gut No.52/1 (Part), area admeasuring 431.09 Sq. Meters, Wadgaon (Kolhati), WalujMahanagar - I, CIDCO, Aurangabad is bounded by :-

Bounded as under :-

East	Plot no. 2
West	Plot No.4
South	Gut No.47 (Part) of Village WadgaonKolhati

North	Part of Gut No.52/1 & 60 feet wide CIDCO Main Road

SECOND SCHEDULE

Flat No.___, having carpet area admeasuring _____ Sq.Mtr. and built up area admeasuring _____ Sq.Mtr, on First Floor, in the building known as "Silver Park Shaunak Arcade" constructed on Gut No.52/1 (Part), Wadgaon (Kolhati), WalujMahanagar - I, CIDCO, Aurangabad

Boundaries

ANNEXURE A

Name of the Advocate	Adv. SudhirB. Rakshale
Address	Plot No.63, Sector C-3, Town Center, CIDCO, Aurangabad
Date	

CERTIFICATE

This is to certify that we have investigated the title to the aforesaid property which is more particularly described below in the Schedule hereunder written and have perused the title deeds and certify that in my opinion the title of M/s. Devanshi Builders & Land Developers through its Proprietor Shri Sudesh Ranchoddas Vaishnav, is absolute clear, good and marketable

The Schedule Above Referred to

Gut No.52/1 (Part), area admeasuring 431.09 Sq. Meters, Wadgaon (Kolhati), WalujMahanagar - I, CIDCO, Aurangabad, on which the Project "SILVER PART _____" is going to be constructed

Place : Aurangabad	Signature of the Advocate
Date :	

ANNEXURE B

LIST OF DOCUMENTS

ANNEXURE C

Structure	RCC Framed Structure
Walls	External Walls 6" thick & Internal Walls 4" thick brickwork / block
Flooring	All Rooms Vitrified Flooring, Anti Skid Ceramic Tiles Flooring in Bath & WC with dado

Door Frames	Main Door with Teak Wood Frame and Decorative Laminated Flush Doors Shutters with standard fittings Internal Doors with RCC Frame & Laminated Flush Door and Fibre Doors for Bath & WC
Kitchen	Granite Kitchen Top with stainless steel sink
Window	Powder Coated Aluminum Sliding windows with mosquito net, Safety MS Grills and Granite Window Sill
Plumbing	Concealed UPVC Plumbing & C.P. Fitting in Bath, WC and Kitchen
Painting	Internal Oil Bound Paint & External Wall in Cement Paint
Electrification	Concealed Wiring with good quality switches with 3.5 points in each room and Power Point in Bath and Kitchen
Plaster	Outside Sand Faced Plaster, Inside Wall punning in POP / Neeru Plaster
Parking	Concrete Paving Block or Trimix Concrete

COMMON AREAS AND FACILITIES

1. Parking
2. Stair Case & Lobbies
3. Water Tank
4. Bore Well & Electric Motor thereon

ANNEXURE D

List of Documents provided to the Purchaser

Sr. No.	DESCRIPTION OF THE PROPERTY DOCUMENTS GIVEN BY THE PROMOTER / DEVELOPER TO THE FLAT PURCHASER
1	Brochure
2	Deed of Declaration
3	Commencement Certificate
4	Plans and Drawings

The photocopy of above referred Project Documents from Sr. No.1 to 5, are handed over by the promoter / developer to the purchaser and has acknowledged the same

Name of the Purchaser	Signatures
1.	

2.	

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED Promoter / Land Owner/ Developer /s Sudesh Ranchoddas Vaishnav	**Signature**	**Photo**

WITNESSES	**Signature**	**Photo**
Mr. **Mr.**		