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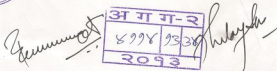
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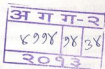
and 65% of the consideration will be received by the Owner. This process will go on till the recovery of Rs.2,50,00,000/- and the amount of Rs.50,00,000/- will be paid from the sale of last unit or within 120 days from the date of submitting the application for occupancy certificate, whichever occurs earlier. If the Owner fails to refund the deposit amount to the Developer as stipulated above, the Developer will be entitled to hold the possession of the constructed part belonging to the Owner and till the refund of the said deposit amount, Developer is also entitled to charge the interest @ 18% p.a. for the delayed period

10) That, TDR can be loaded on the demised property, it has been agreed to load permissible TDR and get the benefits thereof. The cost of TDR would be equally borne by both the parties and benefits thereof would be equally divided.

11) That, there had been a compromise of the Owner with proposed Pallavi Housing Society through Promotor Kaluram Savlaram Pawar and others in Spl.C.S.No.165/2011, before the Hon'ble 3rd Joint Civil Judge (S.D.), Aurangabad, dated 25.3.2013, and in accordance with the said compromise, Owner agreed to pay some settled amount to the said Society and Owner hereby undertake that it has paid the entire settled amount. However, if any amount is found to be not paid, the Owner will be responsible to pay the same and in case Owner fails to pay the same, the Developer will be entitled to pay the same and can get it recovered from the sale proceeds of the units retained by the Owner.

12) That, if the DEVELOPER thinks fit, it may execute the declaration U/sec.2-A of Maharashtra Apartment Ownership Act, and submit the buildings being constructed on the property under development to the provisions of the said Act. But, however, it will be the total responsibility





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of the Developer to comply with the requirement of the said Act and rules made there under. Developer instead of declaration u/sec.2-A of the Apartment Ownership Act, may form a society of all Purchasers and in that case may execute the prospective purchaser will have to be member of the said Society or Association and will have to contribute their share in common expenses as may be decided by the majority views of the members of Association/Society.

13) The developer will be free to acquire individual water and electricity connections for the purchaser and also charge them for providing such facilities. In case, the owner retains any of the flat / bungalow for personal / official use, would be liable to pay such charges demanded by the developer.

14) That the Developer will have to complete the construction of the building within 36 months from the date of commencement certificate. However, if the construction could not be completed within the said period for any reason beyond the control of the Developer, the said period will automatically stands extended.

15) That, Owner hereby undertakes that, it has paid all the taxes and charges of the State Government and that of local authority in respect of the property under development up to the date of this agreement and if any dues are found prior to this agreement in this respect, the same will be paid by the Owner and from the date of this agreement, all such charges will be borne by the Developer and owner equally.

16) That the Developer shall employ the services of the qualified architect and RCC Consultant for the construction of the buildings but their fees will be paid by the Developer. Similarly, the developer may also



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