

- g. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Unit/Unit Purchaser, 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.
7. The Unit Purchaser shall use Unit or any part thereof or permit the same to be used only for purpose of Unit s/shop/ godown. He shall use the garage or parking space only for purpose of keeping or parking the Unit Purchaser's.
 8. The Unit Purchaser along with other purchasers of Unit s in the building shall join in forming and registering the Society or a Limited Company to be known as "Arch Manorath " 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 and the registration of the Society or Limited Company and for becoming a member, including the 'bye-laws of the proposed Society and duly fill in, sign and return to the Promoter/Vendor within 15 days of the same being forwarded by the Promoter/Vendor to the Unit Purchaser, so as to enable the Promoter/Vendor to register the organization of Unit Purchaser under section 17(2) of the Real Estate (Regulation and Development) Act, 2016,. No. objection shall be taken by the Unit Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-Operative Societies, or the Registrar of Companies,/Association as the case may be, or any other Competent Authority.
 9. Within 15 days after notice in writing is given by the Promoter/Developer to the Unit Purchaser that the Unit is ready for use and occupation, the Unit purchaser shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the Unit) 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.
 10. Until the Association of Unit Owners is formed and the said land and building/s transferred to it, the Unit Purchaser shall after getting possession of his/her Unit pay to the Promoter/Developer such proportionate share of outgoings as may be determined. The Unit Purchaser further agrees that till the Unit Purchaser's share is so determined the Unit Purchaser shall pay to the Promoter/Developer provisional monthly contribution of Rs. 3000/- Per month towards the outgoings. The amounts so paid by the Unit Purchaser to the Promoter/Developer shall not carry any interest and remain with the Promoter/Developer until formation of the Association of Unit 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 Unit Owners, as the case may be. The Unit Purchaser undertakes to pay such provisional monthly contribution month in advance and shall not withhold the same for any reason whatsoever.
 11. 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 declare that the purchasers of all the Unit s and premises in the said building including 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 Unit s/ 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.
 12. 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 in to the force in such areas on such dates as the State Govt. 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.
 13. 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 Unit s, but their functions & field of operations are different and the difference is as below :
 14. The Unit Ownership Act, 1963 namely relates the Unit owners who form co-op. Hsg. Society, while the Unit owners under the Apartment Ownership Act, 1970 are independent owners of their Unit s & not subject to any body like a society. The condominium form by the Association of the Unit owners is only for regulating their mutual relations and has no existence like Co-op. Society. The Unit Ownership Act, 1963 & the Maharashtra Apartment Ownership Act, 1970, are not exclusively of each other but they are complementary to each other.
 15. 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 Aurangabad Municipal Corporation, the Promoter shall execute the Deed of Apartment/Sale Deed in favour of the each of the Unit /shop/unit Purchaser & each of the apartment/Unit /Shop/Unit owner shall be entitled to the exclusive ownership & possession of his apartment/Unit /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/Unit /Shop Purchaser as well as in favour of the Association of Unit owners hence no independent/separate Conveyance Deed is required to execute in favour of the Association of Unit 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 Association of the Unit /Apartment/Unit Owners.

16. On and from the appointed day, the Maharashtra Ownership Unit s (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963, has repealed by the Maharashtra Housing (Regulation and Development) Act 2012 (MOFA Act) & the Maharashtra Housing (Regulation and Development) Act 2012 (MOFA Act) is repealed by the Real Estate (Regulation and 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.
17. 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.
18. In future if the floor space index (FSI) or transfer of development rights (TDR) is granted by the Municipal Council or Municipal Corporation, 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 & to put additional construction on the said building as may be allowed by the municipal corporation and to sell or otherwise deal with same.
19. If any additional F.S.I / TDR becomes available at any time the Developer will be entitle if the Developer/Promoter wants to amend the Deed of Declaration in that event the purchaser has no objection to make amendment in the registered deed of declaration & has also no objection for making revised construction plan & under this agreement the purchaser has given his written unconditional consent to the promoter for the said changes.
20. 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 purchase.
21. If there is reduction of more than 3% of the actual area dimensions of any Unit 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.
22. There is provision of covered parking on Ground Floor for the Unit holders of the each of the building of the project and it will be allotted to the Unit owners of each building by drawing lots by the association of respective building.
23. 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.
24. At the time of registration of Unit Purchaser shall pay to the Promoter/Developer the stamp duty and registration charges payable, on the document or instrument of transfer in respect of the said Unit /shop/unit/apartment.
25. The material used and the specifications adopted for the said Unit are specifically described in the SCHEDULE OF THE PROPERTY, however, if the Purchaser is willing to have any changes in the Unit he should convey the same to the developer/promoter before the work of the said item is started & he will have to bear the extra cost including material, labours & supervision charges in advance.
26. The Unit Purchaser/s or himself/themselves with intention to bring all persons into whosoever in hands the Unit may come, hereby covenants with the Promoter/Developer as follows:-
 - (a) To maintain the Unit at the Unit Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit 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 Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
 - (b) Not to store in the 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 Unit 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 Unit is situated, including entrance of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Unit Purchaser in this behalf, the Unit Purchaser shall be liable for the consequences of the breach.

(c) To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter/Developer to the Unit Purchaser and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit 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 Unit Purchaser committing any act in contravention of the above provision, the Unit 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 Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls slabs or RCC, Partis or other structural members in the Unit without the prior written permission of the Promoter/Developer and/or the Association of Unit 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 Unit is situated or any part thereof 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 land and the building in which the Unit 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 Unit by the Purchaser to any purposes other than for residential purpose.

(h) The Unit 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 Unit until all the dues payable by the Unit Purchaser to the Promoter/Developer under this Agreement are fully paid up and only if the Unit Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Unit Purchaser has intimated in writing to the Promoter/Developer.

(i) The Unit Purchaser shall observe and perform all the rules and regulations which the Association of Unit 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 Unit s 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 Unit Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of Unit Owners regarding the occupation and use of the Unit 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/Unit s the building in which Unit is situated is executed the Unit 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.

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

28. 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 s or of the said Plot and Building or any part thereof. The Unit Purchaser shall have no claim save and except in respect of the Unit 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 Unit Owners.

29. 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 Unit 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 & conditions of this Agreement by the Unit Purchaser nor shall the same in any manner prejudice the rights of the Promoter/Developer.

30. The Unit 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.

