

AGREEMENT TO SUBLEASE

*This AGREEMENT TO SUBLEASE for the Residential Flat No. ____ in the Scheme Namely “**Arch Crystal**” is made and executed on ____ day of November, 2020 at Aurangabad by and between*

***M/s. Shri Arch Developers**, a partnership firm having its registered office at Shop No. 13 and 14, City Pride, Mondha Naka, Aurangabad through its partners 1. Shri. Sushil Kamalnayan Bharuka, 2. Manoj Hiralal Bhandari, 3. Shri. Rajesh Kamalnayan Bharuka (for sake of brevity hereinafter referred to as the Licensee / Lessee / **Assignor** / Developer), (which expression shall, unless the context does not so admit, include his heirs, executors, administrators and permitted assignees) of the First Part;*

***AND** _____, Indian Inhabitant/s, aged major years, trading as **Proprietor / Partners** in the firm name and style of **M/s.** _____ for sake of brevity hereinafter called and referred to as the Sub-Licensee / Sub-Lessee / Assignee (which expression shall unless the context does not so admit, include his / her / their heirs, executors, administrators and permitted assigns) of the Other Part;*

***WHEREAS** for sake of convenience the Assignor herewith informs the Assignee the brief history of **Residential Flat No.** _____ on _____ floor constructed on Plot No. **P-15** from MIDC **Shendra Five Star** Industrial Area which is hereby agreed to be transferred and assigned in favour of the Assignee as follows:*

- 1.** Maharashtra Industrial Development Corporation is a Government of Maharashtra undertaking constituted under the provisions of aforesaid Maharashtra Industrial Development Act, 1961 (hereinafter called "MID Act") is holding the land acquired by the State Government under*

Chapter VI of MID Act for the purpose of securing rapid and orderly establishment of Industrial area and Industrial estates in the State of Maharashtra and to assist generally in the growth, development, management and organization of Industrial Area / estates and is empowered by the Government of Maharashtra to make available the Plot of land / sheds / units / galas on such land, to entrepreneurs / undertakings to establish themselves in such areas on payment of premium to Lessor, on certain terms and conditions as prescribed by and on behalf of the State Government.

- 2. By an Agreement to Lease dated 25-Jun-2019 and made between the Lessor of the One Part and Licensee of the Other Part the Lessor agreed to grant to the Licensee upon the performance and observance by the Licensee of the obligations and conditions contained in the said Agreement to Lease, a Lease of the piece and parcel of Land and premises admeasuring approximately 5000 Sqm. or thereabouts in Shendra Fivestar Industrial Area bearing Plot No. P-15 and more particularly described in the Schedule-I hereunder written.*
- 3. The said Agreement to Lease is registered with the Sub-Registrar of Assurances, Aurangabad, under serial No. AGG-5-2966-2019 on 25-Jun-2019.*
- 4. The Assignor has decided to develop the said Plot No. P-15 from MIDC Shendra Five Star Industrial Area by getting approval to the plans of the flatted type residential structures decided to be erected thereon. Likewise the Assignor obtained permission for construction of residential and other structures over the said plot No. P-15 the structures agreed to be constructed on aforesaid Plot No. P-15 by virtue of Commencement Certificate No. DB/SPA/A-04887 of 2020 on 03-Jan-2020.*
- 5. Thus the Assignor has decided to construct flatted type residential units on the aforesaid Plot No. P-15, MIDC Shendra Five Star Industrial Area and has also decided to allot / sale / transfer / sub-lease all such residential units.*
- 6. The Lessee / Assignor / Developer has executed Deed of Declaration under section 2 (a) of Maharashtra Apartment Ownership Act, 1970 on _____ which is registered in the office of Sub-registrar, Aurangabad at day book Sr. No. _____ **on** _____*

whereby the scheme is submitted to Maharashtra Apartment Ownership Act, 1970, but as per norms of MIDC it may be required to form Society of the all unit holders, in that case the Lessee / Assignor / Developer reserves right to form society and in that case Association u/s. 2 (a) of Maharashtra Apartment Ownership Act, 1970 will come to an end, and the all unit holders / Sub-Lessees shall become member of the society and will be bound by the bye-laws of the society.

- 7. The Assignee had been in search of suitable Residential premises and likewise the Assignor had also been willing to transfer and assign Assignor's units in the said plot. As such the Assignor offered to transfer and assign the residential unit Flat No. _____, Carpet Area Adm. _____ Sqm. and having built up area Adm. _____ Sqm. on _____ Floor, in _____ wing is more particularly described in the Schedule-II, constructed on the said plot (Hereinafter called and referred to as the said flat) in favour of the Assignee for a total consideration of Rs. _____/- which the Assignee found to be reasonable and appropriate and as such aforesaid demised premises is hereby agreed to be transferred and assigned on sub-lease basis for the residue term of the lease deed in favour of the Assignee for the aforesaid consideration amount agreed between the parties hereto.*
- 8. It has also been agreed between the Assignor and the Assignee that the Assignee shall obtain permission of MIDC offices for transfer and assignment of interest of the Assignor in Assignee's favour in respect of the aforesaid demised premises and the Assignor shall execute and register a Deed of Sub-Lease or Deed of Assignment or any such amending document for the residue term of the Lease in favour of the Assignee and at the time of such execution and registration of such a Deed or prior to that event i.e. on or before _____ the Assignee shall pay entire agreed consideration to the Assignor.*
- 9. The Assignor / Developer have given inspection to Assignee of all the documents relating to the Said Plot and scheme of such documents as are specified under the Maharashtra Ownership (Regulation of the Promotion and Construction, Sale Management and Transfer) Act, 1963. The Assignee declares that he/she/it/they has / have taken inspection of the plans and specifications of the proposed construction and which have been approved by the authority. The Assignee has*

also perused the lay-out plan of scheme, proposed internal roads, amenities, facilities proposed to be provided in the scheme and is fully satisfied about it.

- 10.** *The Assignee has examined the title, rights, interest, claims of the Assignor / Developer to the said Plot and has seen the documents of title in the Assignor / Developer's possession. The Assignee has also examined and perused the aforesaid Deed of Declaration and is fully satisfied with the Assignor / Developer's right, interest and title and has agreed that the provisions of Deed of Declaration will be binding on him.*
- 11.** *The Assignor / Developer has assured and represented that the Said Plot is free from encumbrances and charges except the Project loan obtained by the Assignor / Developer from The Akola Janta Commercial Co-op Bank and no other person has any right, title, interest or claim over the Said Plot except the Assignor / Developer. The Assignor / Developer will obtain No objection Certificate in respect of the said Flat before execution of Sub-Lease Deed or Deed of Assignment as per conditions in transfer order by MIDC.*
- 12.** *The Assignor / Developer declares that in case of execution of Sub-lease as per terms and conditions of the transfer order issued by MIDC, MIDC will sign in the capacity of the Lessor, the Assignor / Developer will sign in the capacity of the Lessee and the Assignee will be Sub-lessee. So also the Assignor / Developer inform that for all future transfer permission of MIDC and the Association / society will be required by paying requisite charges / fees.*
- 13.** *The Assignee has agreed to get the said Residential Flat for consideration and the Assignor / Developer has agreed to transfer on Sub-Lease / Lease Basis as per MIDC's norms the said Residential Flat on the following terms and conditions.*

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

- 1.** *The Assignor / Developer hereby, agrees to transfer and/or otherwise convey in the manner hereinafter mentioned, all that Residential Flat No. _____, Carpet Area Adm. _____ Sqm. and having built up area Adm. _____ Sqm. on _____ Floor, in _____ wing, in "**Arch Crystal**"*

being developed on Plot **bearing No. P-15** from MIDC **Shendra Five Star** Industrial Area falling within the village limits of Shendra Jahangir, outside the limits of Aurangabad Municipal Corporation, within the limits of Taluka and Registration Sub-District Aurangabad, District and Registration District Aurangabad (more particularly described and mentioned in Schedule-II) in favour of the Assignee, subject to the terms and conditions hereof, and the Assignee agrees to acquire the same from the Assignor / Developer, for consideration of Rs. _____/- (Rupees _____ Only), out of which the Assignee has paid Rs. _____/- (Rupees _____ Only) towards part consideration, to the Assignor / Developer as under:-

Sr. No.	Cheque / RTGS No.	Bank	Date	Amount
1				
2				
Total Rupees _____ Only				

(The receipt part consideration is admitted & acknowledged by the Assignor / Developer and no separate receipt is needed)

2. The Assignee shall pay the balance consideration of Rs. _____/- (Rupees _____ Only) to the Assignor / Developer as under :

Sr. No.	Installment agreed to be paid by cheque/ Demand Draft	Amount
1	On completion of Plinth Level	
2	On completion of Slab of the said Residential Flat	
3	On completion of Brick work and plaster of the said Residential Flat	
4	On completion of plaster of the said Residential Flat	
5	On completion of Plumbing and electrification of the said Residential Flat	
6	At the time of execution of Deed of Sub-Lease or Deed of Assignment or any such amending document insisted by MIDC	
Total Rupees _____ only		

3. *The Assignee agrees that time fixed for payment of consideration is in the above schedule is the essence of the contract for payment. The Assignee will not be entitled to delay the payment on any ground what so ever.*
4. *Without prejudice to the rights and remedies of the Assignor / Developer under these presents and / or in law, the Assignee shall be liable to pay interest at the rate of 24% p.a. on all the amounts due and payable by the Assignee under this agreement of such amounts remain unpaid for 7 days or more after becoming due upto 60 days. In case the default continues after 60 days, then the agreement shall stand cancelled automatically and no notice of cancellation will be necessary to be given to the Assignee. So also the Assignor / Developer will be entitled to transfer the said Residential Flat to anybody else. In case of cancellation by the Assignor / Developer, 90% of the part consideration paid by the Assignee will be refunded to the Assignee without interest.*
5. *The Assignee shall be entitle to take possession of the said Residential Flat as contemplated in clause 5 hereof only if he has duly observed and performed all the obligations and stipulations contained in this agreement and on his part to be observed and performed and has also duly paid to the Assignor / Developer consideration and whatsoever the amounts / deposits / expenses are payable by him under this agreement.*
6. *Notwithstanding anything contained in this agreement or in the above clauses the Assignor / Developer shall not incur any liability if he is unable to deliver possession of the said Residential Flat on or before _____ months from the date of this agreement if the completion of the said Residential Flat is delayed by reason of non-availability of steel, cement or any other building material, labour problems or on account of civil commotion, riot or any act of God or on account of any notice, order, rule or notification of the Government and or public body or authority or on account of withholding of or delay in the grant of the building completion and/or any other necessary facilities, permission or sanctions by the Government, any such or similar public body or authority or on account of any order of any court affecting the*

construction work or obtaining OC / BCC of the building by way of injunction or other restraint.

- 7.** *The Assignee shall within seven days of the intimation from the Assignor / Developer that the said Residential Flat is ready for use, take possession of the said unit by paying entire balance consideration.*
- 8.** *Nothing herein contained shall be construed as a grant in law to the Assignee of the said Residential Flat to be constructed thereon or any part thereof until a formal deed of Residential Flat transfer / Sub-lease / Deed of Assignment is executed as hereinafter mentioned.*
- 9.** *It is hereby agreed that, the Residential Flat Assignee shall not be entitled to claim possession of the said Residential Flat until the entire consideration and all other deposits including all other monies payable to the Assignor / Developer whether under this deed or otherwise are paid in full.*
- 10.** *On the Assignor / Developer informing the Assignee that the Residential Flat is ready for occupation and the Assignee shall not be entitled to refuse to take possession or delay in taking possession thereof on the ground that in the opinion of the Assignee some work still remains to be done or completed in or in respect of the said Residential Flat or building. On taking possession the Assignee shall have no claim against the Assignor / Developer as to any item of work viz. construction, designs, finishing or any other items or quality or work in the said Residential Flat.*
- 11.** *The Assignee shall have no claim, save and except in respect of the said Residential Flat hereby agreed to be get transferred for consideration by him, to all the other structures on the said Plot, parking places, lobbies, etc. which will remain to be the property of the Assignor / Developer until all the residential units are sold and transferred to the prospective Assignees thereof and the Association / society as per norms of MIDC is formed.*
- 12.** *Notwithstanding anything herein contained, upon intimation from the Assignor / Developer calling upon the Assignee to take possession of the said Residential Flat, the Assignee shall be liable to contribute monthly contribution on account of or against the outgoings in respect of the Said Plot such as maintainance charges, electricity bills, water*

bills, and all other charges, taxes, assessments, dues, duties and imposition of any kind or nature whatsoever in respect of the said Plot and / or Government and/ or the Corporation and/ or any other competent authority as well as wages of watchmen, Gardner and sweeper and other expenses of common benefit irrespective of the fact whether or not the Assignee has actually taken possession of the Residential Flat, upon notice as aforesaid and until such time all the residential units to be constructed are sold to the buyers thereof.

- 13.** *Thereafter, the Assignee shall also continue to be liable contribute to all such common expenses as aforementioned during all the time he would be entitled to the said Residential Flat and his contributions shall be in proportion to the area of the Residential Flat and other funds like corpus fund as the Association / society of the Residential Flat Allottee / Sub-Lessees / Sub-Lessees / members of Association / society decide from time to time.*
- 14.** *The Assignor / Developer will form Association / society of the Residential Flat Lessees / allottees and subject thereto, it is hereby expressly agreed and declared that the Assignees of all the residential units in the said Scheme including the present Assignee herein shall join the Association / Society as required by norms of MIDC, on the completion of the Residential Flat and receipt by the Assignor / Developer of the full price of all the residential units under this and similar agreements in respect thereof and all the charges and deposits payable by each Assignee to the Assignor / Developer under this agreement and similar agreements with other Residential Flat Assignees.*
- 15.** *The Assignee hereby covenant with the Assignor / Developer and other Assignees of the other Residential Flats that the Assignee shall abide by the terms contained in aforesaid Deed Of Declaration and has gone through the said document and the bye-laws of the Association / Society and shall bear and pay his proportionate share or part in the common expenses required of him to pay his share of expenses as required by the **Arch Crystal** Condominium and shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement nor shall the Assignee add any material structure or excavate any*

additional basement or cellar without the unanimous consent of all the other others of Units in the said Association / Society being first obtained.

- 16.** *That the Assignor / Developer, after intimation given to the Assignee that the unit agreed to get transferred by him is ready, the Assignee will have to pay all the expenses related to transfer cost, legal charges, maintenance charges, Association / Society corpus fund & such all other charges in all respect within one month. The Assignee shall separately pay Grampanchayat Taxes and other taxes applicable to unit whether assessed separately or not.*
- 17.** *That, the maintenance services like repairing of leakages in toilet, repairing of door and windows, C. P. Fitting etc., will be done by the Assignor / Developer up to 6 months only, after notice of possession of Residential flat is given. After 6 months, the Assignee will be responsible has to do such maintenance at his own cost. The Assignor / Developer will not be liable to give repairing or maintenance service like repairing of cracks, ceramic/vitrified tiles and coloring of the Unit after six months of giving notice of possession irrespective of the fact that the Assignee takes actual possession or not.*
- 18.** *That, the Assignee shall not cause any structural changes in the said Residential flat at any time however he/she/they will be at liberty to make internal changes for the interior decoration & furniture etc. as desired by them at their own costs but without damaging the main structure and walls.*
- 19.** *That, the Assignee shall not be entitled to put any construction, either permanent or temporary in the restricted open space nor can obstruct to the underground water pipeline, drainage line and cable etc.*
- 20.** *That, the Assignee shall in addition to agreed consideration will be liable to pay MSEDCL charges for transformer, electricity supply meter etc., legal charges, stamp duty & registration charges & other charges as applicable.*
- 21.** *The Assignor / Developer hereby declares that Assignee shall become member of **Arch Crystal A-wing's Unit Allottee / Sub-Lessees / Sub-Lessees / members of Association / Society** and the said Association / Society shall look after and shall be responsible for overall management & maintenance, cleaning of common areas,*

internal roads, common water lines, common drainage lines, street lights, stair case & surrounding areas of each Unit, passages & entrance lobbies and shall bear electrical charges for pumping equipments& common area lighting. The Assignee shall separately contribute to monthly maintenance charges in addition to One time maintenance corpus fund for maintenance of scheme and Unit.

- 22.** *The Assignee will compulsorily become the member of **Arch Crystal A-wing's Unit Allottee / Sub-Lessees Association / Society** and shall have to pay the onetime membership fees, registration charges and monthly subscriptions/ One time Maintenance Corpus fund.*
- 23.** *That, the Assignee shall use the Unit for the residential purpose only and no other use is permitted unless it is specially mentioned in AGREEMENT TO SUBLEASE.*
- 24.** *That, the Assignor / Developer is providing the bare unit at the agreed cost. Any other charges like Service charges, Registration charges, Association / Society formation charges, legal charges, mutation of property charges, MSEDCL deposits for electricity supply and other charges, water supply deposits and connection charges, and any such other charges shall be paid separately by the Assignee in addition to the agreed consideration.*
- 25.** *That any liability of whatsoever nature under GST etc., if any, arising out of transfer / Sub-lease transaction of the said Unit, shall be borne and paid by the Assignee as and when the same become payable.*
- 26.** *The Assignor / Developer shall be entitled and free to revise the building plans of each or any of the Units at his discretion. The Assignee shall not be entitled to object it on any ground. However the grantor shall bear all the expenses for submitting and getting the revised Building Plans approved from corporation.*
- 27.** *That Assignor / Developer shall be at liberty to set bylaws of Association / Society as and when required before formation of Association / Society at any time in **Arch Crystal**for A-Wing are sold and transferred to the prospective Assignees'. The Assignee will not be entitled to object for such amendment and it will be binding on him.*
- 28.** *A special corpus fund shall be created for the purposes of maintenance of **Arch Crystal**& for replacement of equipments, for capital investments such as repairs of roads, replacement/ repairing*

of street lights, water and drainage line, compound wall, tree plantation. The Assignee shall pay **Rs. 120/- (Rupees Hundred and Twenty Only)** per Square Feet as contribution to this special corpus fund on respective Carpet area of Unit held by such different Assignee. However, this contribution shall be borne by the members / allottees of unit and the subsequent Assignee of unit will not be liable to pay additional contribution for corpus fund. The earlier contribution by the original Assignee shall be held against the name of the new member.

29. In addition to the initial contribution for corpus fund by Assignee and the Assignee shall be liable to pay contribution as decided by management of **Arch Crystal A-wing's Unit Allottee / Sub-Lessees Association / Society**. The contribution to Special Corpus Fund shall be revised every 3 Years and will be payable only by the Assignees irrespective of the fact that whether they occupy the unit by them or not. Interest on corpus fund can be used for the maintenance of the **Arch Crystal**.
30. Notwithstanding anything contained herein, the special corpus fund shall be invested in fixed deposits with such scheduled banks as the management of **Arch Crystal's**, Unit Allottee / Sub-Lessees Association / Society may decide and the interest which accrues from the said fixed deposits can be used for maintenance of the scheme or reinvested in the fixed deposits, till the requirement of capital expenditure arises.
31. The utilization of the principal amount of the special corpus fund or any amendment to the purposes for which the special corpus fund shall be utilized, shall require the approval of the General Body of **Arch Crystal A-wing's** Unit Allottee / Sub-Lessees Association / Society.
32. That the Administration of **Arch Crystal A-wing's Unit Allottee / Sub-Lessees Association / Society** consisting as aforesaid of the Units and parcel of land described above shall be in accordance with the provisions of this Deed and with the provisions of the bye-laws which are made a part of this Deed.
33. That as appears above a plan of **Arch Crystal** will be constituted under and subject to the provisions of the Apartment Ownership Act,

1970 or Society's Act, 1960 so that the Units / units may be conveyed and registered as individual properties capable of independent use, on account of each having its own exit to the common area and facilities, each unit Assignee having an exclusive and particular right, title and interest over the respective unit and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

- 34.** *That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.*
- 35.** *That the Assignee shall comply with the provisions of this Deed, the Bye-laws, decisions and resolutions of the Association / Society of Unit Allottee / Sub-Lessees of its representative and failure to comply with any such provisions, decision or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief. The Assignee will have equal right/ percentage for voting.*
- 36.** *The Assignee shall not be allowed to change any external features of the structure by providing any grills / temporary / permanent structure without the permission of Assignor / Developer / Association / Society of unit holders. For any temporary fabricated structure or grills the design will be provided by the Association / Society in consultation with the Assignor / Developer to keep the beauty of the Units intact and the unit holders / owners should get them executed in good workmanship manner.*
- 37.** *That the dedication of the property to the plan of Unit Allottee / Sub-Lessees herein shall not be revoked, or the property removed from the plan of Unit Allottee / Sub-Lessees, or any of the provisions herein amended unless all of the Unit Allottee / Sub-Lessees and the mortgagee of all the mortgages covering the units unanimously agree to such revocation, or amendment, or removal of the property from the plan by duly registered instruments.*
- 38.** *That the Assignee of a Residential Flat shall not claim any exemption from liability for his contribution towards the common expenses by*

waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his unit.

- 39.** *All sums assessed by the Association / Society but unpaid for the share of the common expenses chargeable to said Residential Flat/ unit shall constitute a charge on such unit prior to all other charges except only (a) charge, if any, on the unit for payment of Government or municipal taxes or both, and (b) all sums unpaid on a first mortgage of the unit.*
- 40.** *That all present or future Sub-Lessees, Members of Association / Society, tenants, future tenants or any other person that might use the facilities of the unit in any manner, are subject to the provisions of this Agreement and that the mere acquisition or rental of any of the units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this Deed are accepted and ratified by such acceptance. The respective unit shall not be rented or given on leave and license or care-taker basis by the Residential Flat Allottee / Sub-Lessees thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental if the occupants of the unit are provided customary hotel or boarding or lodging or guest services on payment other than the foregoing obligations. The Residential Flat Allottee / Sub-Lessees of the respective units shall have the absolute right to lease such unit or give it on leave and license or care-taker basis subject to the covenants and restrictions contained in this Declaration and further subject to the By-laws in attached thereto.*
- 41.** *That where a Residential Flat/ unit is transferred by a mortgagee in exercise of his powers of transfer under simple mortgage or by a court in execution of a decree in a suit brought by a mortgagee against the Sub-Lessees of such unit, then the Assignee who derives title to the unit at such transfer, or his successors or assigns shall be liable, for assessments by the Association / Society which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association / Society of unit holders / Sub-Lessees from filling and claiming charge for such assessments and enforcing same as provided by laws, and that such charge shall be subordinate to such mortgage.*

- 42.** *That in a voluntary conveyance of a unit the new Assignee of the unit shall be jointly and severally liable with the Unit Holder for all unpaid assessments by the Association / Society of Unit holders / Sub-Lessees against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the Grantor the amounts paid by the Grantee therefore. However, any such grantee shall be entitled to a statement from the manager of Board of Managers of the Association / Society, as the case may be, setting forth the amount of the unpaid assessments against the Grantor due to the Association / Society and such grantee shall not be liable for, nor shall the unit conveyed be subject to a charge for, any unpaid assessments made by the Association / Society of Unit Allottee / Sub-Lessees against the Grantor in excess of the amount therein, set forth.*
- 43.** *That, the Assignor / Developer herein has decided that, after the possession of the all the Units known as **"Arch Crystal"** will form an Association / Society under the Societies Act and shall necessary papers if required by the provision of the act will be provided by the Assignor / Developer.*
- 44.** *The Assignee shall do all acts, and things and sign and execute all other documents and papers as shall be incidental to the due carrying out the performance of the terms of this agreement and for safeguarding the interests of the Assignor / Developer and other Assignees of units in the said building as the Assignor / Developer may require him to do and execute from time to time.*
- 45.** *The Assignee shall duly observe and perform all the rules and regulations which the Association / Society of Unit Allottee / Sub-Lessees may adopt at its inception and from time to time and at all times for fully and effectively vesting the management of the building and otherwise observed all stipulations and conditions laid in respect of the use and occupation of particular Units by particular members and to ensure regular and punctual payment of contributions and charges. The Assignee shall observe all the rules and regulations which the Assignor / Developer may frame and bring into force for the like purpose as aforesaid rule and regulations regarding parking of cars storing of materials and goods outside the units likely to cause*

damage, injury nuisance and other similar matters over the interim period until all the units are transferred or the building is completed or Association / Society is formed whichever is earlier.

- 46.** *All letters, receipts and or notices will be issued by the Assignor / Developer and dispatched under certificates of posting to the following address aforesaid address of the Assignee and if so dispatched it will be sufficient proof of receipt of the same by the Assignee and shall effectually discharged the Assignor / Developer.*
- 47.** *The Assignee shall not use or permit to be used the said residential flat for any purpose other than residential purpose (or as the case may be) and the Assignee shall not cause or permit to be caused any nuisance or annoyance to the occupiers of other Units.*
- 48.** *Parking No. _____ is allotted to the Assignee and in case the Assignee wants to purchase additional parking space then the Developer can only allot / grant the parking, all the unallotted parking spaces will always be a property of the Developer, and not of the Association of the unit owners of A-wing.*
- 49.** *If any question or difference whatsoever shall arise between the parties hereto or their respective legal representatives or between any of the parties hereto and the legal representatives of the other of them touching this agreement or any matter or things contained or held construction thereof or as to any matter in any way connected therewith or arising there out or the operation thereof or the rights and liabilities of either of the parties then and in any such case the matter in difference shall be referred to arbitration and such arbitration shall be governed and be subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof for the time being in force.*
- 50.** *The Transfer of the said residential flat shall be subject to the provisions of MIDC, byelaws of the society and the rules made hereunder and the Assignee shall be bound by the same.*
- 51.** *The Assignee shall also join the Association / Society of the units Allottee / Sub-Lessees in the said scheme and will be bound by the bye laws of such Association / Society.*
- 52.** *That the Assignor / Developer is providing plumbing and drainage network as necessary and in each unit, the Assignor / Developer has*

also providing bore well for entire, scheme for utilization of unit holders / owners. The Assignor / Developer will not be responsible for any kind of scarcity / unavailability of water.

- 53.** That the Assignor / Developer will construct additional buildings, structures as per approved plans and in future if the floor space index (FSI) and TDR available or granted by the competent Authority, then the area available to the land will be utilized by the Assignor / Developer only and the Assignor / Developer can sale transfer such units to any third part and permission of the Assignee or society / association will not be required for the same.
- 54.** That, it is further agreed by the Assignee that, no one / anyone can not be entitled to carry out any construction either permanent or temporary in the said open / marginal space and terrace.
- 55.** The Assignee in his individual capacity or in the capacity of a member of Association / Society of Units Assignee of the “**Arch Crystal**” shall not have right to change the name and title of the locality i.e. “**Arch Crystal**”. The Assignee here by assure and undertake that he will not change or cause to be changed the name of the locality i.e. “**Arch Crystal**”.
- 56.** The Assignee has agreed to bear and pay MIDC Transfer fees, the stamp duty and Registration charges for this deed and further document for transfer / sub-lease of said residential flat in favour of the Assignee or his nominee.

SCHEDULE-I AS ABOVE REFERRED

(Description of Land on which building are
Constructed as above mentioned)

All the piece and parcel Plot **bearing No. P-15** from MIDC **Shendra Five Star** Industrial Area falling within the village limits of Shendra Jahangir, outside the limits of Aurangabad Municipal Corporation, within the limits of Taluka and Registration Sub-District Aurangabad, District and Registration District Aurangabad containing by admeasurement **5000** sqm. or thereabouts approximately, and the land is bounded as under:

On or towards the North by **Plot No. P-22 and P-23**,

On or towards the South by **MIDC road 20 Mtr. wide**,

On or towards the East by **Plot No. P-14** and

On or towards the West by **Plot No. P-16/1.**

SCHEDULE-II AS ABOVE REFERRED

(Description of Residential Flat which is executed)

Description of the said residential Flat **No.** _____, Carpet Area Adm. _____ Sqm. and having **built up area Adm.** _____ Sqm. on _____ Floor, in _____ wing, and said Residential flat is in scheme known as **“Arch Crystal” being developed on the land mentioned in Schedule-I** and the said residential flat is Bounded as below:

ON TOWARDS EAST: _____,

ON TOWARDS WEST: _____,

ON TOWARDS SOUTH: _____,

ON TOWARDS NORTH: _____.

In witness whereof, the parties hereto have signed and executed this agreement on the date and at the place hereinbefore first mentioned.

The Assignor,

M/s. Shri Arch Developers,

through its partners

1. Shri. Sushil Kamalnayan Bharuka,

2. Manoj Hiralal Bhandari,

3. Shri. Rajesh Kamalnayan Bharuka

The Assignee

Shri. _____

WITNESSES:-

1. _____,
_____,
_____.

2. _____,
_____,
_____.