

AGREEMENT FOR SALE

This agreement is entered into on this _____ day of _____ 20__ at Vadodara by and between :

M/s. Shri Tirupati Infrastructure, a partnership firm having office at Vadodara represented by its duly authorised partner Mr. Prashant B. Shah (hereinafter referred to as the **SELLER OR THE PARTY OF THE FIRST PART** which expression unless repugnant to context or meaning thereof shall be deemed to include all the partners of the firm and their legal heirs, assignees, nominees etc and firm and its successors in interest including administrators)

AND

M/s. Hindustan Earthmovers Pvt. Ltd., a company registered under provisions of Companies Act 1956, having its administrative office at Vadodara represented by its Director Shri Jagdishchandra T. Dave residing at Vadodara (hereinafter referred to as the **PARTY OF THE SECOND PART OR CONFIRMING PARTY** which expression unless repugnant to context or meaning thereof deem to include the company and its successors in interest)

AND

The Party of the First Part has given the contract to develop the FSI on plot no-3 admeasuring 4806.96 sq.mt. at R.S. No-33/p, mouje Akota, Vadodara to **M/s. Silver Samanvay Developers** having its office at R.S.No-33/p, Nr. Samrajya-II, Akota-Mujmahuda Road, Vadodara represented by its duly authorized Partner Mr. Ravi Rao (hereinafter referred to as the **“DEVELOPER” OR THE PARTY OF THE THIRD PART**, which expression unless repugnant to context or meaning thereof shall be deemed to include all the partners of the

firm and their legal heirs, assignees, nominees etc and firm and its successors in interest including administrators)

AND

Mr./Mrs./M/s. _____
aged _____ years Occupation _____
residing at/having office _____

(hereinafter referred to as the “ **PURCHASER**” OR THE PARTY OF **THE FOURTH PART** which expression unless repugnant to context of meaning thereof shall be deemed to include the person, his/her legal heirs, nominees, administrators and successors in interest)

WHEREAS the Party of the First Part i.e. M/s. Shri Tirupati Infrastructure has purchased the land of plot no-3 situated on City Survey No. 756/A having R.S. No. 33/P of mouje Akota, Nr . Samrajya-II, Akota-Mujmahuda Road, Vadodara on 6.9.2006 vide Sale deed Reg . no. 7435 of land admeasuring 4806.96 sq.mtrs. and also acquired extra FSI from landlord and the party of the first part is in ownership and possession of the said land having following four boundaries :

On to towards East : Plot No-14 of Samrajya-II & 4(a) of R.S. No-33/P.
On to towards West : Akota-Padra Main Road.
On to towards North : Plot No-2 (Royal Orchid Hotel)of R.S. No-33/P.
On to towards South : Mujmahuda-Vishwamitri Road.

(hereinafter referred to as the said property)

AND WHEREAS The Party of the Second Part i.e. Hindustan Earthmovers Pvt. Ltd. has obtained permission for construction of multi-storeyed building vide Rajachitthi No. HB-20/ 2012-2013 dated 20.10.2012 having approved FSI of 14816.24 sq.mtrs from Vadodara

Municipal Corporation and named the proposed complex as "SAMANVAY SILVER"

However some internal changes in floor plans are made as per design shown in sale plan for which purchaser has consented and signed the sale plan.

AND WHEREAS the purchaser has desired to purchase the unit no- _____ admeasuring Carpet area of _____ sq.mt. on _____ floor of the said "SAMANVAY SILVER" building.

AND WHEREAS the parties have arrived at terms and conditions for giving effect to the said transaction.

The party of the Fourth part i.e. purchaser demanded and the Party of the First Part has given inspection of all documents and copies of title of the said property, various permissions accorded by urban land ceiling authority, Revenue Authority and municipal authority, certificate regarding the development charges, search report and title clearance certificate from advocate, the plans, designs and specifications of the building and structural engineering aspects prepared by structural engineers and the purchaser has perused the same and entered into this agreement understanding the contents and implications thereof.

AND WHEREAS the purchaser is fully satisfied with the title of the said property and is accepting the title of the said property. The purchaser has also inspected the plans, elevation, sections and other specification of the proposed building to be constructed on the said property and understands that the Right of changes reserves with the Developer.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER :

1. The Party of the First Part agrees to sell and the party of the fourth part agrees to purchase following property under this agreement.

Description of Particular premises (Referred as property i.e. particular premises under this agreement) :

Unit No. _____admeasuring carpet area of _____ sq. mt. on the _____ floor to be constructed on the said property marked in the enclosed map of the said "Samanvay Silver" building and has been shown with red boundaries for specific identification.

Four boundaries of the same are under :

On or towards East : _____

On or towards West : _____

On or towards North : _____

On or towards South : _____

(hereinafter referred to as "the said unit" which expression shall deem to make construction as per approved plans of Vadodara Mahanagar Seva Sadan)

2. The purchaser agrees to make total payment of Rs. _____/- (Rupees _____) as per following terms.

The schedule of the above mentioned payment will be as per the following

No	stage	Amount in figures Rs.	Amount in words
1	Plinth & slab of 1st & 2nd Basement (25 %)		Rupees _____ _____ only
2	Ground floor slab (4.25%)		Rupees _____ _____ only
3	1st floor slab (4.25%)		Rupees _____ _____ only
4	2nd floor slab (4.25%)		Rupees _____ _____ only
5	3rd floor slab (4.25%)		Rupees _____ _____ only
6	4th floor slab (4.25%)		Rupees _____ _____ only
7	5th floor slab (4.25%)		Rupees _____ _____ only
8	6th floor slab (4.25%)		Rupees _____ _____ only
9	7th floor slab (4.25%)		Rupees _____ _____ only
10	8th floor slab (4.25%)		Rupees _____ _____ only
11	9th floor		Rupees _____

	slab (4.25%)		only
12	10th floor slab (4.25%)		Rupees only
13	11th floor slab (4.25%)		Rupees only
14	Brick Work (Internal) (4%)		Rupees only
15	Internal Plaster (4%)		Rupees only
16	Flooring, Doors & Windows (4%)		Rupees only
17	Plumbing and electrifica tion work (4%)		Rupees only
18	External plaster & colour (4%)		Rupees only
19	Possessio n (4%)		Rupees only

Purchaser will be informed regarding work progress within 7 days & Purchaser will have to pay as per clause mentioned above.

3. Fulfilment of above payment terms will be essence of the contract hence it is binding to the purchaser. Over and above following terms and conditions will be always binding to the Purchaser.

Party of the first part has purchased 4806.96 sq.mt of land as plot no-3 vide sale deed Reg. No- 7435 dtd 6.9.2006 and right of additional FSI from owner, for which separate agreement/understanding was executed and inturn party of the third part entered in to development agreement with party of the first part. So all the terms and conditions mentioned in sale deed and other documents are binding to the party of the third part i.e. developer and successive purchaser i.e party of the fourth part who is purchasing this unit no.____ on____ floor admeasuring _____ sq.mt. All terms and conditions mentioned in all above deed and understanding are read and understood clearly and copies are given to the purchaser for which purchaser agrees and has given assurance not to challenge or dispute any of the terms and conditions in future.

4. It is clearly agreed by the party of the fourth part i.e. Purchaser of this unit that time is essence of this agreement and the purchaser agrees to make payment of aforesaid instalments on due dates without any default. It is further agreed by the purchaser that incase of continuous default in 2 installments, purchaser will pay the amount along with 2% interest per month on defaulted payment but in case of 3 rd defaulted installment, developer i.e. the party of the third part has got right to cancel the said unit without giving further notice in writing and in case of such cancellation, amount paid by the

purchaser will be refunded after deduction of 15% from paid amount as penalty and administrative expenses and 85% of paid amount will be refunded to the purchaser after booking of the said unit is made by a new buyer and from the amount received from so new buyer, such refund will be paid to the purchaser of this unit.

5. The cancellation fee along with incidental charges are to be borne by the purchaser who intends to cancel the booking of his/her said unit/units. The refund amount shall be given only after the allotment of the said unit to the new allottee and after receiving full due payment from new allottee. Administrative charges 12% of paid amount and any tax liabilities towards the unit/units shall be deducted from the amount paid by the purchaser towards the unit. It is agreed all expenses of registration of cancellation of agreement shall be borne by the Purchaser.
6. In case of cancellation of the said unit/units, if any changes in the unit are executed on the request of the purchaser, the cost of the changes will be borne by the purchaser and on account of such changes, if any further expenses are incurred to bring out the unit in its original design/layout such expenses will also be deducted from the amount to be paid towards cancellation.
7. The Party of The Fourth Part has verified, understood and is fully aware that the construction of the building has to be made as per designs supplied by Structural Engineers, i.e M/s. A.A. Desai and Consultants Vadodara and all the responsibility for the strength of the building lies with the Structural Engineer & Party Of The third part and not with The party of the first part i.e. M/s. Shri Tirupati Infrastructure and the party of the second part i.e. M/s. Hindustan Earthmovers Pvt. Ltd. Any

consequences arising in future will be responsibility of the Party of the third Part and Structure Engineer as per the Development rights and contract given to the party of the third part.

8. The Party of The Third Part assure to carry out construction as per specifications laid down in the schedule attached. Also agrees to use material as per specifications laid down by Architect and Structural Engineers in order to ensure compliance of the designs and quality.

It is made clear to party of the Fourth part that the building is being designed as “POST TENSIONAL BUILDING”. No structural changes or drilling shall be allowed in any case, as it is very much hazardous for the safety of the building. Also it is abide to the party of the fourth part i.e. the purchaser that the Toilet units shall be built only on predecided layouts only which is adjacent to the provided ducts. Post tensional cables route has been painted/demarcated on all slabs. Air condition and Electrical cable routes shall be drawn by the purchaser on predecided routes only. Air condition cables and its outdoor units shall be fixed at the predecided locations only. Strictly no separate routes other than specified / predecided routes for any of the work is allowed.

It is once again clear and seriously understood by the party of the fourth part i.e. Purchaser that, the said “Samanvay Silver” Building is structurally constructed with post tensional cables in all slabs, so no structural/civil/constructional changes will be allowed, looking to the safety of the building. After taking possession of unit in future purchaser will not undertake any structural/civil/constructional changes as it is harmful for the

whole building and association will take a serious legal/criminal action against the purchaser for doing the same.

9. The purchaser agrees that no right, title of interest shall be claimed on account of this agreement on the terrace/s and Balance OR Additional FSI OR on any future construction of the proposed Samanvay Silver Building. The Party of The Fourth Part i.e. Purchaser has verified, understood and is fully Aware and agreed in respect of the ownership rights of 12th floor and terrace on top of it or any balance or additional FSI or construction permitted by concerned authority, in that case Purchaser or any member will not object for additional construction or create any type of hindrance in future. Fixing of any hoarding or mobile tower or dish antenna on terrace area in future is sole right of the party of the Second part i.e. M/s. Hindustan Earthmovers Pvt. Ltd. Any member or association shall not demand any share from such income. It is agreed by the purchaser that if owner of the 12th floor use their part of the property for residential or commercial use, no objection of whatsoever manner shall ever be raised by the Purchaser or Building Association. The purchaser also agrees that the stairs, lifts, common passages, parking area, water tanks, water and drainage connections, stilts etc. are not his/her property but he/her has been licensed to use them for the purpose of utilisation only and no rights of titles or interest of ownership will be ever claimed by Purchaser.

- 10(A).The Party of The Fourth Part i.e. Purchaser has agreed, understood and is fully Aware that the four (4) reserved close Garage parking on Ground Floor is permanently given to the party of the Second part i.e. Hindustan Earthmovers Pvt. Ltd. on ownership basis and they can fix shutters or walls in those parking area for which party of the fourth part i.e. purchaser

will not take objection in future as party of the second part being owner of the 12th & top floor of the said “Samanvay Silver” building.

(B) The Purchaser has also agreed, understood and is fully aware that there are total 8 lifts provided to the building, out of which one separate lift is provided for the retail outlets of First floor and one Separate lift is provided for hotel/restaurant premises of 2nd and 3rd floor and remaining five lifts are provided for the offices from third floor to twelve floor and top floor, and one separate lift no. 4 is exclusively allotted as per plan attached herewith and is in ownership of the party of second part i.e. Hindustan Earthmovers Pvt. Ltd. for the 12th floor and top floor as per agreed understanding with original landlord. Purchaser hereby agrees and giving consent for the same and undertake and not to raise any dispute in future. The Party of the fourth part i.e. Purchaser agrees that purchaser of units on 12th and top floor will have equal rights to use all the other lifts and common parking and as well as all common facilities of the said Samanvay Silver Building.

(C) It is clearly understood and agreed by the party of the fourth part i.e. Purchaser of this unit that the “Samanvay Silver” project is in ownership of total land of 4806.96 sq.mt. only. Balance area shown in the approved plan including Plot No-14 admeasuring 407 sq.mt. area and eastern side adjoining to Plot No-14 is the common plot of Samrajya-II is under sole ownership of the party of the second part i.e. M/s. Hindustan Earthmovers Pvt. Ltd. Right of way is given for usage of plot no-14 of samrajya-II from the both sides from entrance of “Samanvay Silver” building. Purchaser of this unit has agreed and assured not to take any objection in future for right of way and usage of property of plot no-14 by the party of the second

part alone. No rights of titles or interest in respect of ownership or possession or F.S.I. or right of usage for the said Plot No-14 or adjoining property shall never be claimed by the purchaser in future.

- (D) Developer entered into understanding/agreement with original landlord that one underground tank for permanent storage of water will be constructed under the ground level of plot no. 14 entirely for Samanvay Silver Building, which land is in sole ownership of party of the second part i.e. Hindustan Earth Movers Pvt. Ltd., for which they will not charge any rent, in turn developer or association of the building will not charge any repairing, maintenance or expense for (Close Garages) and Lift no. 4 exclusively provided to the original landlord i.e. party of the second part (Hindustan Earth Movers Pvt. Ltd.) for entire usage of 12th and top floor.
 - (E) Incase of unsold units, no amount of maintenance charges or deposit will be payable by developer / land owner to Non Trading Corporation / Association nor any dispute will be raised for collection of any maintenance for unsold units but whenever such unsold units will be sold to intend purchaser, amount of maintenance deposit and monthly maintenance charge will be paid to Association of Building /Non Trading Corporation directly by the Purchaser from the date of taking possession of the unit.
11. The Party of The Third Part agrees to complete the work as per schedule and hand over the possession of the said unit to The Party of The Fourth Part upto December 2016. The purchaser is required to take possession of his unit/units within 15 days of the intimation given to him by the party of the first part. The unit/units should be verified in all respect and any complain

regarding the unit shall be given within 15 days of intimation of possession. No complain shall be attended after the 15 days of the intimation for the possession is given.

12. Force majeure clauses – Any act of God including earthquake, flood, cyclone, lightening, tempest, fire etc. War, riot, general strike, terrorist activity or bandh, non availability of steel or cement, on account of restriction imposed thereupon by any authority or any account of any war, riot strike, flood, cyclone or any natural calamity etc. Or order of any Government, Civil Authority, officer or court or Tribunal shall be considered as force major situation. In such situation, The Party of The Third Part will be entitled to reasonable extension at the time of delivering the possession without imposing the damages by The Party of The Fourth Part and only last instalment of the consideration payable by The Party of The Fourth Part will be rescheduled accordingly.

Incase of any damage at any stage or in future occurred due to act of God or force majeure, then the party of the first part, party of the second part and party of the Third part will not be responsible and all the members shall collect the amount for its repair/reconstruction.

13. The purchaser agrees, that as per the earlier approved plan dated 20/10/2012, the total approved construction was from ground floor to 12th floor, comprising of total 149 units, but as per requirement of various purchasers, the said approved plans are proposed to revise and accordingly proposed new plan from ground floor to 12/13th floor is incorporated without any addition in floor plate area and the purchaser further agrees that there is no grievance or any dispute with the developer or the seller in respect to the above stated revision in approved

construction plan and the said brochure being shown to the purchaser, so also further agreed that the brochure is being just indicative for visual perspective of the envisage project and purchaser undertakes that neither any complaint or dispute is made out by purchaser no dispute shall be raised by purchaser in future in respect of the sale brochure and for the revision of the approved building plans and the same are subject to the revision at the discretion of seller and developer.

It is further agreed by the purchaser that with view of proper and effective future maintenance and repairs of the envisage building " Samanvay Silver" it is proposed that at the time of handing over the possession of the respective units, a non trading corporation or member's association may be formed by the developer. It is further agreed by the purchaser that all such unit holders/members whose carpet area is less than 400 Sq.ft. shall deposit Rs. 75,000/- and for the unit holder/members whose carpet area is more than 400 sq.ft. shall deposit Rs. 1,50,000/- on ad-hoc advance deposit with proposed non trading corporation or member's association and for such arrangement the purchaser hereby irrevocably agrees to comply with the same at the time of taking possession or on before registering the sale deed in favour of purchaser. Amount of total deposit, will be deposited in Nationalised Bank in the form of Fixed Deposit and amount of interest will be utilised for maintenance expenses.

It is further agreed by the purchaser that over and above to meet the shortfall of monthly maintenance expenses the purchaser agrees to pay Rs. 500/month for smaller units admeasuring less than 400 sq.ft. carpet area and Rs. 1000/month for bigger units of 12 months in advance to the association by each unit holder / purchaser prior to taking

possession. It is further agreed by the purchaser that proposed non trading corporation or members association can raise the amount of maintenance charges for building maintenance as per future requirements.

The Cost of transformer and deposit payable to MGVCL and all deposits pertaining to Vadodara Mahanagar Sevasadan for obtaining completion certificate, occupation certificate, drainage and for light connection meter deposit etc. will be paid by the Purchaser separately, for which the purchaser has to pay lumpsum payment of Rs. 50,000/-. For which purchaser will not demand for any accounts and will not raise dispute in future for the same.

It is agreed that no rights of ownership, co-ownership or easement shall never occur or shall never be treated to have been created in favour of such so formed maintenance Association/Society. It is further specifically agreed that in case of any such association being formed all the contents including terms and conditions to this agreement shall form part of bye laws of Association and the association/Members i.e. body formed by purchaser members vide this agreement under takes to abide, implement and no amendments to the contents and conditions laid down in this agreement or any deviation being violative in nature to this agreement shall never be executed, implemented or formed in future by any of the purchaser member i.e. all members of the party of the fourth part.

It is clearly understood between all the parties that common maintenance, repairs and expenses like security, cleaning, lighting, water supply, drainage, pumps, lifts, generator etc. will be paid by the developer till obtaining of completion certificate of the said "Samanvay Silver" building. But after

obtaining completion certificate from Vadodara Mahanagar Seva Sadan all common maintenance expenses as mentioned above will be paid from maintenance fund collected from the customers only.

Further it is clarified and agreed by purchaser that in case of any violation or ultra virus challenge to this agreement and terms and conditions thereof, and in case of such violation if any legal or penal proceedings are initiated, then in all such cases all legal and penal liabilities for such violation shall be sole responsibility of so formed Association/Society and the Purchaser.

14. On receipt of entire amount mentioned as per clause no-2 of this agreement, party of the first, second and third part assure to execute sale deed in favour of the party of the fourth part. Stamp duty and registration charges will be borne by the purchaser only and in future if any additional amount or deficit amount levied by the revenue authorities in respect of any deficit amount shall be the sole responsibility of the purchaser i.e. the party of the fourth part.
15. The possession of the unit along with the rights and facilities will be given only upon execution of SALE DEED and or at the time of handing over the possession to the purchaser after receiving entire amount as per mentioned in clause no-2 and after finishing of the building and upon giving possession letter in favour of the purchaser.

The purchaser shall not transfer, convey, assign or in any way encumber or deal with or dispose off his/her/unit, in any manner whatsoever, except for the purpose of obtaining financial assistance from Bank or Financial institution. In case of resale of the purchased unit before taking possession or

making entire payment or execute sale deed, transfer charges will be levied @ 5% of total amount by the party of the second part and third part.

16. The Party of The Third Part shall bear all the expenses concerning construction including labour, material, Electric Power, water, transportation and charges/fees of professional and all others concerning the said work etc. However, in case of any changes suggested by purchaser expenses for the same shall be borne by The Party of The Fourth Part.
17. The Party of The Third Part at the request and cost of The Party of The Fourth Part will arrange electricity connection at the time of giving possession of the said unit subject to the same being made available by MGVCL. The Party of The Third Part shall not be responsible for any delay therein.
18. The purchaser is responsible for making all the tax payments towards the unit/units booked by him and in failure to do so he/she shall be liable for the penalty imposed by appropriate authorities including auction.
19. Any works, contract tax, sales tax, Service Tax, Value Added Tax, etc. Which is applicable or which may be imposed in future by Government, semi government or any local body or authority/ies shall be paid at actual rate and amount by The Party of The Fourth Part i.e. purchaser. Any other costs and expenses including stamp duty, Registration charges will be borne by party of the Fourth part. Any deficit amount demand by the concerned authority or department regarding the deficit stamp duty or valuation will be borne by the Purchaser i.e. The party of the Fourth part. It is equivocally agreed that under no circumstances the Party of the First part or Second shall be held

responsible for any recovery proceedings or other legal proceedings in respect of deficit Government taxes or levies.

20. However, if there is any delay on account of procedure or administration of the corporation, The Party of The First Part, second part and Third part shall not be responsible to get water, electricity and drainage connection to the unit as they are only facilitator. These are obligation beyond the scope of Developer & Landlord.
21. As per the present by laws of Vadodara Mahanagar Seva Sadan, it is necessary to pay full value of property tax and other taxes for one year in advance and then only application for obtaining occupation certificate can be filed. The party of the Third part will intimate The Party of The Fourth Part to make such payment on receipt of completion certificate. The Party of The Fourth Part agrees to make the payment within seven days thereof. If The Party of The Fourth Part delays such payment, in that case any other parties shall not be responsible for any consequences thereof.
22. This agreement is not assignable except with the written consent of all other party signing this agreement.
23. It is agreed by the purchaser to a specific condition of no suit against party of the first part and second part and same is irrevocably agreed with complete understanding and its implication thereof by the purchaser signing this agreement.
24. It is further agreed and affirmed by purchaser that the terms and conditions and its implications there have read out, explained and understood, in presence of all the signatories and also the witnesses herein have been explained and understood in complete with sound state of mind, without prejudice or

without any pressure or threat and without any undue influence and hence accorded their respective signatures in confirmation to the all above writings.

Jurisdiction for the purpose of this agreement will be restricted to Vadodara Court only and the parties waive their right to sue the other party in any other courts.

SPECIFICATION

- 1) AESTHETICALLY DESIGNED BUILDING WITH EXCELLENT FRONTAGE AND MAGNIFICENT VISIBILITY
 - 2) MINIMUM COLUMNS AND BEAMS FOR MAXIMUM FLEXIBILITY IN INTERIOR PLANNING
 - 3) TWO LEVEL AMPLE BASEMENT PARKING
 - 4) 5 HIGHSPEED S.S. FINISH AUTOMATIC ELEVATOR FOR EASY ACCESS FOR OFFICES AND SEPARATE ELEVATOR FOR SHOWROOMS.
 - 5) SHOPPING WITH EASY ACCESS AND VISIBLE FROM MAIN ROAD.
 - 6) HI-TECH GLAZING SYSTEM.
 - 7) STREET LIGHT & PLANTERS AT GROUND LEVEL AS PER DESIGN.
 - 8) D.G. BACKUP FOR LIFTS, FIRE FIGHTING SYSTEM, COMMON LIGHTS ETC.
 - 9) CCTV CAMERA AT ENTRANCE, LOBBY, BASEMENT ETC.
 - 10) AIR CONDITIONED ENTRANCE FOYER WITH WAITING LOUNGE.
25. The Purchaser hereby irrevocably covenants as under :

- a) To maintain all external walls and floors unaltered except undertaking necessary maintenance, repair and colouring and not to alter any internal or external column, beam, wall, slab RCC part or other structural members, stair case, passages, balconies etc.
- b) In order to maintain the aesthetics of the building at Ground Floor, First Floor and, Second floor sign boards and signage's will be allowed to be displayed only at the marked location on site.
- c) No sign boards will be allowed above First Floor Level.
- d) Encroachment in any form outside the units shall not be allowed.
- e) Merchandise articles etc. cannot be stored in common area.
- f) Project completion time may vary as it is Highly dependant on labour, material availability and approvals from various authorities.
- g) To maintain all internal walls in same condition in which it has been delivered at the cost of Purchaser.
- h) Not to store in the allotted premises or common passages, stair cases, lifts, terrace any hazardous, combustible, dangerous or explosive goods or substance.
- i) Not to carry or cause to carry any heavy goods or articles which may damage common passages, stairs or lifts.
- j) Not to carry out any addition or alteration or demolish whole or any part of the allotted portion of the premises.

- k) Not to change elevation or outside colouring of the building, not to put or hang any sign board or hoarding on elevation, not to put any sign boards or hoardings on any internal walls or doors except in the spaces provided for such display outside every shop or unit.
- l) To keep the sewers, pipes, drains, passages, elevators, and appurtenant portion of the building in good, clean and habitable condition and to protect shelter and other parts of the structure and not to throw any dirt in any portion inside or appurtenant to the building.
- m) Not to do or permit to be done any act or thing which may render void or voidable any insurance taken for the building or which increase the rate of premia for any such insurance.
- n) To observe and perform all present or future rules, laws and regulation of the Association/Service Society, local authorities, governments etc.
- o) The Sixth lift provided in the building is for the exclusive use and in ownership of Owner of 12th Floor i.e. The Party of the second Part i.e. Hindustan Earthmovers Pvt. Ltd. The purchaser(s) OR their staff, visitors, customers are not entitled to use the said sixth lift. The said sixth lift is marked as 'c' in the plan annexed hereto.
- p) The terrace on the top floor shall always be in the possession and exclusive property of the party of the second part i.e. Hindustan Earthmovers Pvt. Ltd. of the twelfth floor only.

- q) The purchaser shall fully co-operate in forming the Association/Service Society for the better maintenance of the common facilities of the “Samanvay Silver”

In confirmation of the execution of the aforesaid, the parties have put their respective signatures hereunder in presence of witness on the date and place mentioned at the beginning of this agreement.

PARTY OF THE FIRST PART

M/s. Shri Tirupati Infrastructure

Through its Authorised Partner

Shri Prashant B. Shah _____

PARTY OF THE SECOND PART

M/s. Hindustan Earthmovers Pvt. Ltd.

Through its Director/Chairman

Shri Jagdishchandra T. Dave _____

PARTY OF THE THIRD PART

M/s. Silver Samanvay Developers

Through its Authorised Partner

Shri Ravi Rao _____

PARTY OF THE FOURTH PART

PURCHASER

Shri/Smt. _____