*DEVELOPMENT AGREEMENT*

**THIS DEVELOPMENT AGREEMENT** is made at …………on this the day of ………….. A.D. **….**

**BETWEEN**

**.......... ,**PAN NUMBER………. **,EPIC/Passport /OCI/CIO/PIO No………., Adhar No………..** son / wife / daughter of  **……….** residing at ……………..by faith…………… , by Occupation …………. , by Nationality……………….,

Herein after referred to and called as the **“OWNER(S)/ VENDOR(S) ”**

 (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective legal heirs, successors, legal representatives, administrators, executors and assigns) of the **FIRST PART;**

**AND**

**…………..…PAN-………, EPIC/Passport /OCI/CIO/PIO No………., Adhar No………..**  having place of business at ………, represented by its Partner(s) **……………….**son / wife / daughter of ………., residing at ………. by faith

….., by Occupation ….., by Nationality ….. , hereinafter referred to and called as the **‘DEVELOPER ( s) ’**

(which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its Partners, Successors-in-Office, legal heirs/heiress, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

( The Vendors / Purchaser(s) is / are being represented by his/her/their Constituted Attorney (s) ….. PAN No……, EPIC/Passport /OCI/CIO/PIO No………., Adhar No……….. son/ wife/ daughter of ……, residing at ………., by faith ………., by Occupation ………., by Nationality ………., by Constituted General/Special Power of Attorney dated ………., /by Authenticated General/Special Power of Attorney being No …dated ……….of the office of the…….. )

 [for and on his/her behalf the representative / nominee / guardian / ward ( as the case may be) (with all additions), Order or Permission No. ……………….. Date …………………. (as the case may be)] / [Name of the Government / Organisation / Institution / Company / Firm / Trust / Society (as the case may be) with place of its headquarters and for and on its behalf the / its …………………………. (Designation of the post held), …………………………………… (Name of the person holding the post

or having the designation with all additions)]

**NB** : **STRIKE** **OUT WHICH EVER IS NOT APPLICABLE**

**HISTORY OF OWNERSHIP**

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| **TYPING OPTION** |

**NOW THIS AGREEMENT WITHNESSETH** and it is hereby agreeing upon by and between the parties hereto on the following terms and conditions.

**ARTICLE – I - DEFINITIONS**

In this present unless there is anything repugnant to or inconsistent with: -

**1.1 OWNER(S):** shall mean the aforesaid **…………………………….**

 and their respective legal representatives administrators, executors and assigns.

**AND**

**1.2 DEVELOPER(s) :**  shall mean and include the **……………….**

**1.3 TITLE DEEDS:** shall mean all the documents of title relating to the said land and premises, which shall be handed over and/or handed over in original to the Developer at the time of execution of the agreement.

**1.4** **PREMISES/PROPERTY:**  shall mean **ALL THAT** piece and parcel of land as described in the “A” schedule of this deed described herein below

**1.5 NEW BUILDING:**  shall mean the Multistoried Building (G+ upper-storied) as per available sanctioned area, which is to be constructed over the said premises as per plan to be sanctioned by the concerned Municipality / KMC / Municipal corporation / panchayet .

**1.6 COMMON** **AREA FACILITIES AND AMENITIES**: shall mean and include, corridors stair ways, passage ways, drive ways, Common lavatories, tube well, overhead water tank, water pump and motor, roof and all other facilities which is to be attached with the proposed Building for better enjoymentas Apartment Ownership Act or mutually agreed by and between the owners and the Developer**.**

**1.7 COVERED AREA:** shall mean the area covered with outer wall and constructed for the unit including fifty Percent area covered by the common partition wall between two units, and cent percent area covered by the individual wall for the unit plus proportionate area share of stair/lobby/other facilities etc. It is applicable for individual unit.

**1.8 SALEABLE SPACE:** shall mean the flat/units/Garage/space in the building available for independent use and occupation of the self-contained flat after making due provision for common amenities and facilities for better enjoyment against consideration.

* 1. **SUPER BUILT UP AREA OF THE FLAT/UNIT/SPACE/GARAGE:**  shall mean and include the total covered area of the unit plus minimum 20% service area, over the aforesaid total covered area, is applicable for individual unit.

**1.10 BUILDING PLAN:**  shall mean such plan to be prepared by the Architect/ Engineer/L.B.S. for the construction of the building and to be sanctioned by the concerned Municipality / KMC / Municipal corporation / panchayet. Be it mentioned here that the Building Plan will be sanctioned in the name of the Owners at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time through the owners or by themselves.

**1.11 OWNERS’ ALLOCATION shall be**  ……………..**….** % of total constructed area with total receipt money of Rupees ……………/-

**Description of flats under owners allocation :**

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| **TYPING OPTION** |

All the Flats shall have the undivided proportionate share or interest of underneath land along with proportionate rights on all common areas and facilities of the proposed building, within their respective Blocks, which is constructed and/or to be constructed as per Building Plan and/or its added and/or Revised Plan, which was be duly sanctioned by the concerned Authority.

**1.12 DEVLOPERS’/PROMOTERS’ ALLOCTION:** shall mean the remaining constructed area after providing the Owners’ allocation in the proposed building to be constructed on the said premises including proportionate share of the common facilities and amenities.

**1.13 TRANSFER:**  shall mean and included transfer by delivered of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

**ARTICLE - II : COMMEENCEMENT & DURATION**

* 1. This agreement shall be deemed to have commenced on and from the date of execution of this Agreement and thereafter sale out of all the flat/units/Garage/space to the intending purchasers and also after delivery of possession to the flat owners and land owners and after formation of the flat/unit owners’ Association, if required, this Development Agreement will be coming to an end.

**ARTICLE – III: OWNER’S DECLARATION, RIGHTS AND RESPONSIBILITIES**

* 1. The owner (s) hereby declare that he/she/they is/are the single / joint and absolute owner (s) of the scheduled property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges, attachments, acquisition or requisition whatsoever or howsoever and the owners have good and marketable title over the said land.
	2. That the owner (s) hereby agreed that he /she/they will not grant lease, mortgage, charge or encumber the scheduled property in any manner whatsoever during the existing/ substance of this agreement as well as during the construction of the building without prior written consent of the Developer and also undertakes that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the competent Court Authority Concern.

**3.3.** That the owner (s) hereby agree to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Plaints, written objection, proposed site plan, Building plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and adjacent land and betterment of project and also for the betterment of title over the Schedule property and the owner (s ) also agreed to pay all the costs and expenses of the documents in up-to-date condition and for betterment of Title of the property of the owner ( s ) herein.

**3.4.** That the owner(s) shall be liable and responsible for litigation, if any arose due to defects on their part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious land owners, then the Developer(s) will be entitled to get cost of litigation from the Landowner(s), which will be incurred by the developer(s) during such litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern, then the delay in respect of delivery of possession of the owners’ allocation shall not be considered the delay on the part of the Developer(s).

* 1. That the owner(s) hereby undertake(s) to deliver and/or handover all the Photostat copy and/or Original of all the Deeds and documents to the Developer(s) at the time of execution of this Agreement and if the Original documents is not delivered in favour of the Developer(s), then produce all the Original documents, whenever called for production of the same by the Developer(s).
	2. That the Owner(s) hereby giving exclusive license to the Developer(s) to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorized the Developer(s) to enter into agreement for sale, lease, transfer, mortgage and to dispose of the Developer’s Allocation together with right to assignment of all the rights title interest of this agreement to any third party and the owner(s) will give necessary consent for betterment of this project without raising any objection to that effect save and expect the owners’ allocation as mentioned.
	3. The Owner(s) hereby agree to execute a Registered Development Power of Attorney in favour of the Developer(s) or its nominated person/s in respect of the Developer’s Allocation and also for the purpose of addition, alteration, revision of the sanctioned building plan, Completion Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the owner and to present the same before the District Registrar, Addl. District Sub-Registrar or other Registrars, who has authority to register the Deed of transfer and other documents and if required owners will put their signature on the Agreement for Sale, Deed of conveyance after delivery of possession of the owner’s allocation. It is also further agreed that for the purpose of betterment of the intending purchasers, if required, the owner (s) herein will join in the Deed of Conveyance as owners for Transfer the Flat to the intending purchaser(s).
	4. The owner(s) hereby undertake(s) not to do any act, deeds or things by which the Developer(s) may prevent from executing any Deed of Conveyance in favour of the intending purchaser or Purchasers of the Developer’s Allocation. If the Developer(s) fail(s) to deliver possession of the owners’ Allocation within the stipulated period, then the owner(s) will be entitled to get compensation/damages from the Developer(s) as deemed fit by the Developer(s). Be it mentioned here that the Time will be essence of the contract.
	5. That the Owner(s) hereto without being influenced or provoked by anybody do hereby categorically declared that the Developer(s) shall continue to construct the building exclusively in the name of the Developer(s)/Development Firm and also by taking partner in the Firm at its own cost, arrangement and expenses as well as the Owner(s) shall have no financial participation and or involvement. The Developer(s) shall handover the complete habitable peaceful vacant possession of the Owner’s Allocation within ……………months from the date of execution and registration of this Agreement, which is later and the time is the essence of this Contract and such time shall be enhanced and/or extended for another ………………. months for any force-majeure, acts of God and/or other reasons which is or are or shall be beyond control of the Developer(s) and if the Developer(s) will fail or neglect to handover the possession of Owners’ Allocation within the said stipulated ………………months from the date of obtaining the Sanctioned Building Plan, then in that case the Owner(s) shall have every right to take legal steps with due process of law.

**ARTICLE – IV:**

**DEVELOPER’S RIGHTS, OBLIGATION AND DECLARATION**

* 1. The Developer(s) hereby agreed to complete the multi-storied (G+Upper-storied) building over the property as per plan as sanctioned by the concerned Municipal Authority/ KMC/ Municipal corporation/ panchayet concern with due modification or amendment of the sanction plan as made or caused to be made by the Architect /Engineer/L.B.S. of the Developer. Be it pertinent to mention here that at present the Plan of G+Upper-storied Building will be submitted for sanction before the concerned Municipality/ KMC/ Municipal corporation/ panchayet.
	2. The Developer(s) hereby declares to take care of the local hazards or accident during the continuation of construction and the owners shall have no liability to that effect.
	3. All applications plans papers and documents as may be required by the developer(s) for the purpose of sanction of Plan, Revised plan, Addition/ Alteration of the building plan shall be submitted by the developer(s) with due signature of the owner(s) or on behalf of the owners as may be required and all costs expenses and charges be paid by the developer(s) and also for construction of the building thereon and the Developer(s) will pay all the payments and expenses required for clearance of the occupier thereof, either in cash or in area or in any other lawful manner.

The Developer(s) hereby agreed to deliver possession of the owners’ allocation in the proposed new building **within aforesaid stipulated months** from the date of execution and Registration of this Agreement, and if required, the owner(s) will further allow aforesaid stipulated months for delivery of possession of the owners’ allocation without claiming any damages. ***It is also agreed that the delivery of possession of the owners’ allocation will be made first and after that the Developer(s) will be entitled to handover possession of the Developer’s Allocation*** and if required benefits of the parties hereto before or after completion of the building necessary supplementary Agreement will be executed. Be it pertinent to mention here that ***the Developer(s) will obtain Completion Certificate (C.C.)******at its/his/her/their own cost expenses*** and Xerox copy of the same will be given to all the owner(s)/occupier(s) of the units of the newly constructed building.

* 1. That the notice for delivery of possession of the owners’ Allocation shall be delivered by the developer(s) in writing or though the Advocate of the Developer(s) either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the owner(s) are bound to take possession within ……………. days from the date of service of this letter. If the owner(s) fail(s) to take delivery of possession or neglected to do so, then it will be deemed that the owner’s allocation already delivered and the Developer(s) shall be entitled to transfer the Developer’s Allocation without any further notice.

That the owners shall have to clear all the dues if any due is caused due to extra work other than the specification of flat as mentioned in the schedule as mentioned below.

* 1. That the Developer(s) shall have every responsibility for the incidents occurred during the course of construction and the Owner(s) shall have no responsibility for the same, if the Owner (s) are not interfere during the construction and after completion of the building and handover the same to the Owner(s) and Intending Purchaser(s), the Developer(s) shall have no liability for any incident occurred in the said Building.

**ARTICLE – V. CONSIDERATION & PROCEDURE**

* 1. In consideration of the construction of the owners’ allocation in the building and other consideration of any mentioned in the owners’ allocation, the Developer(s) is/are entitled to get remaining constructed area of the building and proportionate share of the land as Developer’s allocation.
	2. That if the Developer(s) fail(s) to complete the construction work in respect of the owner’s allocation within the stipulated period as stated above, and then the Owner(s) shall have liberty to rescind this Agreement on re-payment of the cost and expenses as well as the consideration money paid by the Developer(s) as per mutual calculation of the parties. Be it mentioned here that time will be essence of the contract.

**ARTICLE – VI. DEALINGS OF SPACE IN THE BUILDING**

**6.1** The Developer(s) shall on completion of the building put the owner(s) in undisputed possession in respect of the owners’ allocation together with the right to enjoy the common facilities and amenities attached thereto with other of the units/shops etc.

**6.2** The Developer(s) being the party of the Second part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/ units/unit/ space together with right to proportionate share of land excluding the space/units/flat provided under the Developer’s Allocation in the premises to any prospective buyer/s before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer(s) shall think fit and proper.

**6.3** The Developer(s) shall at /his/her/their/its own costs, construct and complete the building at the said premises strictly in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time. ***The Developer(s) shall on completion of the building shall obtain Completion Certificate from the Appropriate Authority concern at its own costs and expenses****.*

**6.4** That the developer(s) shall install erect and shall provide standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, and other facilities as are required to be provided in respect of building having self-contained apartment and constructed for sale of flats/shops/garages on ownership basis and as mutually agreed. Be it mentioned that the security money deposit for the new electric meter connection shall be paid by the owner(s) to the Developer(s) for their respective meters in the individual name(s) of the Owner(s). It is also mentioned that the Developer(s) will fix the sale rate for flat/garages etc. for Developer’s allocation without consultation of the owner(s).

**ARTICLE – VII. COMMON FACILITIES**

* 1. The Developer(s) shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement or before and after handing over the possession of the flats all the flats owner(s) will pay due according to his/her/their shares.
	2. As soon as the respective self-contained flat is completed the developer(s) shall give written notice to the owner(s) requiring the owner(s) to take possession of the owner’s allocation in the newly constructed building and after ………… days from the date of service of such notice and at all times, thereafter the owner(s) shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as “the said rates”) payable in respect of the owners’ allocation the said rates to be apportioned prorata with reference to the saleable space in the building if any are levied on the building as whole.

**7.3** The Owner(s) and Developer(s) shall punctually and regularly pay for their respective allocation the said rates and taxes (including service taxes and other taxes) to the concerned authorities as levied by the Central or State Govt. or other Appropriate Authorities or otherwise as may be mutually agreed upon between the Owner(s) and the Developer(s). The owner(s) hereby agreed that he/she/they shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceeding instituted by any third party or against the owner(s) for the same the developer(s) will be entitled to get damages.

* 1. The owner(s) or his/her/their agents or representatives or any third party of the owners’ behalf shall not do any act deed or things wherein the developer(s) shall be prevented from construction and completing of the said building or to sale out the flat/units to the intending purchaser/purchasers. If the developer(s) is prevented by the owner(s) without any reasonable and/or justified reason, then the owner(s) or his/her/ their legal representative(s) shall pay bound to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

**ARTICLE – VIII. COMMON RESTRICTIONS**

**THE OWNERS’ ALLOCATION AFTER POSSESSION IN THE PROPOSED BUILDING SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER’S ALLOCATION RESPECTIVE POSSESSION IN THE BUILDING WHICH ARE FOLLOWS: -**

**8.1.** Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupies of the building.

* 1. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the competent authority or from KMC/ municipal / Municipal corporation/panchayet authority concern in this behalf.
	2. Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.
	3. The respective allotee or their transferees shall keep the interior walls, sewers, drains pipe and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.
	4. No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of user in the corridors and other places of common use in the building.
	5. Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about be building or in the compounds corridors or any other portion or portions of the building.
	6. Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party’s allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

**ARTICLE – IX. OWNER’S DUTY & INDEMNITY**

* 1. The owner(s) doth hereby agree and covenants with the Developer(s) not to use cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said building at the said premises and if any such interference or hindrance is caused by the owner(s) or their heirs, agents, servants, representatives causing hindrance or impediments to such construction the owner(s) will be liable to repay entire amount invested by the developer(s) amount will be settled by the parties amicably. It is also further agreed that if the developer(s) is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contagious land owner(s), then owner(s) will be liable to pay cost of litigation to the Developer(s), which will be incurred by the Developer(s).
	2. The owner(s) or their legal representative(s) herein will have no right/ authority power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/shops/units of the Developer’s allocation or without the violation of the terms and conditions of this Agreement. If tried to do so then the owner(s) shall pay firstly total market price of the constructed area with damage together with interest on investment intimation for such intention.
	3. It is agreed that the owner(s) will not involve any of their workmen, contractor, agent or representative etc. or stag any constructional materials in the building for any type of constructional work if required in respect of the owners’ allocation in the building without any written consent from the Developer(s).
	4. That the owner(s) and their legal heirs hereby declare and undertake that upon the demise of the owner/one of the owners, the legal heir(s) of the said owner/owners will join the Development Agreement and also execute fresh Power of Attorney and also other required documents in favour of the Developer(s) and also for the betterment of the project on the same terms and conditions mentioned herein.

**ARTICLE – X. DEVELOPER’S DUTY**

* 1. That the Developer(s) hereby agree(s) and covenants with the Owner(s) not to do any act, deed or things whereby the Owner(s) /is/ are prevented from enjoying selling disposing of the owners’ allocation in the building at the said premises after delivery of Re-possession thereof to the owner(s) and also obtain Completion Certificate (C.C.)/Occupancy Certificate from the competent Authority at its own costs and expenses.
	2. The Developer(s) hereby undertake/s to keep the Owner(s) indemnified against all third party claims and actions arising out of any sort of act or omissions of the Developer(s) in relating to the making of construction of the said building. The developer(s) shall also not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the owners’ share or allocation and also not to claim any amount from the sale proceeds of the owners’ allocation.

**ARTICLE – XI. MISCELLANEOUS**

* 1. The Owner(s) and Developer(s) hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.
	2. As and from the date of getting Completion Certificate of the building the developer(s) and/or its transferees and the owner(s) and/or his/her/their transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.
	3. The building to be constructed by the developer(s) shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule annexed in separate sheet which will be treated part of the agreement.

**ARTICLE – XII. FORCE MAJEURE**

12. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of “Force Majeure” and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of Building materials due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.

**ARTICLE – XIII. ARBITRATION CLAUSE**

1. It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this agreement and/or anything done in pursuance hereto and/or otherwise shall be referred for arbitration, which will adjudicated in accordance with the Arbitration and conciliation Act, 1996, or any amendment thereon as may be applicable.

In case agreement unless it is contrary or repugnant to the context.

a) Singular shall include the plural and vice-versa.

b) Masculine shall include the feminine and vice-versa.

**14) Any others points to specify:**

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| **TYPING OPTION, ONE HUNDRED WORDS** |

SCHEDULE OF PROPERTY

(Said Property)

**All That** piece and parcel of………… land measuring about …………….. decimal / cottah, more or less, together with a ……………storied …………….structure / covered garage / open garage of ………………. sqft covered area with………. flooring and roof type ………….. of age……………years , …….., lying and situated in R.S. Plot Number ……….. & corresponding L.R. plot Number…………., recorded in R.S. Khatian Number ………………. and corresponding L.R. Khatian Number at Mouza …………, J.L. Number…………., Touzi Number …………..under Police Station …………. , in the office of …………….., in the district of …………….. under the jurisdiction of …………….. Gram Panchayat / Municipality / Municipal Corporation , recorded as Holding No. …………., premises number …………………..under the jurisdiction of Ward No. …………… of ………….. Municipality/ Municipal Corporation / kmc / Gram panchayet , butted and bounded as follows:

On the North:

On the South:

 On the East:

On the West :

***(SPECIFATION OF CONSTRUCTION FOR THE FLATS/ UNITS)***

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| **TYPING OPTION** |

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

**In the presence of the following**

**WITNESSES:–**

**1.**

**2.**

 **SIGNATURE OF THE OWNER(S)**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **SIGNATURE OF THE DEVELOPER(s)**

Drafted by me as per instructions of the Parties hereto

Read over and Explained by me and

Prepared in my office: -

**MEMO OF CONSIDERATION ( IF ANY )**

**Witnesses :**

**1.**

**2.**