



Monday, August 04, 2003

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**Original**

नोंदणी 39 म.

Regn. 39 M

**पावती**

पावती क्र. : 5215

गावाचे नाव माजीवडे

दिनांक 04/08/2003

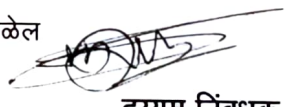
दस्तऐवजाचा अनुक्रमांक टनन1 - 05214 - 2003

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: श्री विष्णू पांडुरंग साळुंके

नोंदणी फी	:	-	10560.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (80)	:	-	1600.00
<b>एकूण</b>	<b>रु.</b>		<b>12160.00</b>

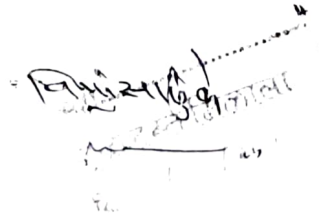
आपणास हा दस्त अंदाजे 6:26PM ह्या वेळेस मिळेल

  
**दुय्यम निबंधक**

ठाणे 1

बाजार मुल्य: 1055148 रु. मोबदला: 955600रु.

भरलेले मुद्रांक शुल्क: 42100 रु.



(वि. नि. नमुना क. १) (Fin. R. Form No. 1)

सर्वसा. ११३ मई.

Gen 113 me.

मूळ प्रत [अहस्तांतरणीय] h2-43  
ORIGINAL COPY [NON TRANSFERABLE]

शासनास केलेल्या प्रदातीची पावती  
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place..... दिनांक/Date... 24/11/13  
Vishnu P. Salunke

Received from.....  
रु./Rs..... 42100/- (लपये/Rupess. Forty one thousand)

on account of.....

रोखपाल वा लेखापाल  
Cashier or Accountant.



Rs. Forty Two Thousand One Hundred Only  
(Rs. 42100/-) Vishnu P. Salunke

PROPER OFFICER  
COLLECTOR OF STAMPS  
THANE

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दस्ता क्रमांक १२९४/२००३
१/६

## AGREEMENT FOR SALE



JOINT DISTRICT  
REGISTRAR  
CLASS - I  
THANE  
MAH-CRA/0073

ARTICLES OF AGREEMENT made at Thane this 28<sup>th</sup> day

in the Christian year Two Thousand Three BETWEEN M/S. RAUNAK ENTERPRISES (THANE) a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its office at Shop No.3, Building No. A/ Raunak Park, Pokhran Road No.2, Majiwade, Thane hereinafter referred to as 'the DEVELOPERS' (which expression shall unless it be repugnant to the context meaning thereof be deemed to mean & include its partners for the time being constituting the said firm, survivors or survivor of them and the heirs, executors

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REGISTRAR  
THANE  
MAH-CRA/0073

administrators of such last survivor) of the **FIRST PART, SHREENATHJI CO-OPERATIVE HOUSING SOCIETY LIMITED**, a Co-operative Housing Society, registered under the provisions of the Maharashtra Co-Operative Societies Act, 1960 bearing Registration No. TNA/(TNA)/HSG/(TC)/10575/99 dated 02/08/1999 having its Office at 3, Sandeep Apartment, Patil Road, Charai, Thane (West), hereinafter referred to as **'the SOCIETY'** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its office bearers, successor or successors & assigns) of the **SECOND PART, SHREE PASHU RAKSHAK MANDAL TRUST**, a public trust, duly registered under the Bombay Public Trusts Act, 1950, having its registered office at C/o. Dagger Forst Tools Ltd., 1st Pokhran Road, Thane (W) 400 606, hereinafter referred to as **'the TRUST'** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Trustees for the time being constituting the said Trust, Shree Pashu Rakshak Mandal Trust and its Successors and assigns) of the **THIRD PART, M/S. KHANDELWAL & ASSOCIATES**, a Partnership Firm, duly registered under the provisions of the Indian Partnership Act, 1932, having its registered office at Bhatia Compound No.2, Panchpakhadi, Thane (W) 400 602, hereinafter referred to as **'the FIRM'** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being constituting the said firm, M/s. Khandelwal & Associates, survivor or survivors and the heirs, executors, administrators and assigns of the last such survivor) of the **FOURTH PART AND SHRI/ SMT/MESSRS VISHNU P. SALUNKE & MRS VAISHALI V. SALUNKE** having his/her/its/their address at 16, Om Yashodham Society, Kokan Nagar, Bhandup (W) Mumbai 400 078 hereinafter referred to as **'the PURCHASER'** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include him/her/it/ them and all persons deriving title under or through him/her/it/them and permitted assigns) of the **FIFTH PART :**

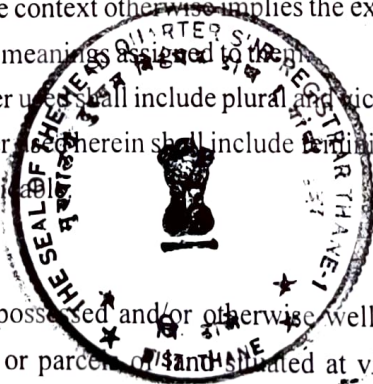
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In this Agreement, unless the context otherwise implies the expression defined hereunder shall have the respective meanings assigned to them

- i. The singular wherever used shall include plural and vice-versa.
- ii. The masculine gender wherever used shall include feminine and/or neutral gender wherever applicable.



**WHEREAS:**

- a) The Society is seized and possessed and/or otherwise well and sufficiently entitled to all those pieces or parcels of land situated at village Majiwade,

Pokhran Road No.2, Thane & more particularly described in the first schedule hereunder written and hereinafter referred to as "the said larger property".

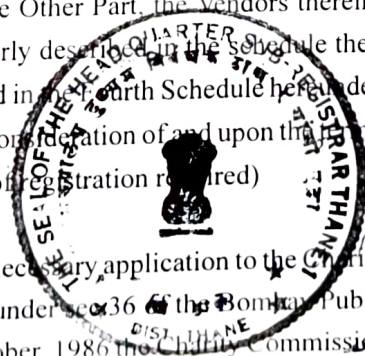
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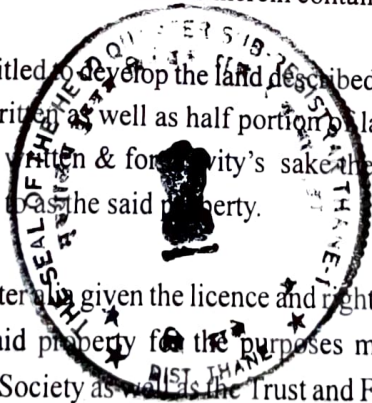
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- b) As the Society desired to fulfill its obligations and to develop the said larger property, by an Agreement for Development dated 31/12/1999 read with Deed of Confirmation dated 13/09/2000 (hereinafter collectively referred to as 'the said agreement'), entered into between the Society of the One Part and the Developers of the Other Part, the Society has entrusted the development rights for & in respect of the major portion more particularly described in the Second Schedule thereunder written and the same being also described in the Second Schedule hereunder written out of the said larger property to the Developers at & for the consideration and upon the terms and conditions contained therein. The said Agreement is registered with the Sub Registrar of Assurances at Thane under Serial No.5718 of 2000 on 13/09/2000.
- c) By another Development Agreement dated 04/08/2000, made and entered into between the Society of the One Part and the Developers of the Other Part, the Society has also entrusted the development rights for & in respect of the smaller portion more particularly described in the Second Schedule thereunder written and the same being described in the Third Schedule hereunder written out of the said larger property to the Developers at & for the consideration and upon the terms and conditions contained therein.
- d) The Trust is seized and possessed and/or otherwise well and sufficiently entitled to all those pieces or parcels of land situate at village Majiwade, Pokhran Road No.2, Thane & more particularly described in the Fourth Schedule hereunder written (hereinafter referred to as "the said lands").
- e) By an Agreement for Sale dated 07/03/1981 made between the Trust therein referred to as the Vendors of the One Part and the Firm therein referred to as the Purchasers of the Other Part, the Vendors therein agreed to sell the said lands more particularly described in the Schedule thereunder written and the same being described in the Fourth Schedule hereunder written the Purchasers therein at or for the consideration of and upon the terms and conditions therein mentioned. (details of registration required)
- f) The Trust has made necessary application to the Charity Commissioner for the grant of permission under sec.36 of the Bombay Public Trusts Act and by an order dated 21st October, 1986 the Charity Commissioner, Maharashtra State, Bombay accorded his sanction under sec.36(1) (a) of the Bombay Public Trusts Act, 1950, to sell the said lands to the Firm or their nominees on the terms and conditions there in mentioned.



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- g) As a result of Urban Land (Ceiling & Regulations) Act, 1976 (hereinafter referred to as 'the Ceiling Act') which came into force in the State of Maharashtra on 17/02/1976, the Trust was not entitled to hold any vacant land in excess of the limit save and except as otherwise provided in the Ceiling Act.
- h) By an Order No.ULC/TA/WSHS/20/SR/765 dated 29/12/1994 & 19/10/2000, the Competent Authority exempted the said lands more particularly described in the Fourth Schedule hereunder written under Section 20(1)(E) of the Ceiling Act, on the terms and conditions therein mentioned.
- i) By an Agreement for Development dated 25/08/2000 made between the Firm therein referred to as the Owners of the First Part, the Trust therein referred to as the Confirming Party of the Second Part and the Developers herein therein also referred to as the Developers of the Third Part, the Owners therein, in their turn, with the consent and knowledge of the Confirming Party therein agreed to entrust and the Developers therein agreed to acquire development rights for & in respect of the land bearing Survey No.277 Hissa No.3 admeasuring 3550 sq. mtrs. & more particularly described in the Second Schedule thereunder written and the same being described in the Fifth Schedule hereunder written out of the said lands at or for the consideration of and upon the terms and conditions therein contained.
- j) By an Agreement dated 25/08/2000, made between the Developers therein referred to as the Assignors of the first part, the Trust therein referred to as the First Confirming Party of the Second Part, the Firm therein referred to as the Second Confirming Party of the third part & M/s. Dev Kamal Enterprises, Thane therein referred to as the Assigness of the fourth part, the Assignors therein agreed to grant to the Assignees therein 50% sub-development rights for & in respect of the land bearing Survey No.277, Hissa No.3 admeasuring 3550 sq. mtrs. & more particularly described in the third schedule thereunder written & the same being described in the sixth schedule hereunder written at or for consideration & upon the terms and conditions therein contained.
- k) The Developers are thus, entitled to develop the land described in the second & third schedules hereunder written as well as half portion of land described in the fifth schedule hereunder written & for society's sake the aforesaid lands shall collectively be referred to as the said property.
- l) The Developers have been, inter alia given the licence and right of entry to enter into and remain upon the said property for the purposes mentioned in the aforesaid agreements and the Society as well as the Trust and Firm have agreed not to revoke or terminate the same till the total scheme of development is



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completed on the said property and the entire FSI available in respect of the said property and other FSI obtained or to be obtained by the Developers by way of T.D.R. or otherwise is fully consumed and all monies and consideration are received fully and finally and building completion certificate of all the buildings, structures are obtained or granted by the Municipal Corporation of the City of Thane (hereinafter referred to as 'the Corporation') in respect of the total scheme of development/construction of the buildings and structures constructed on the said property.

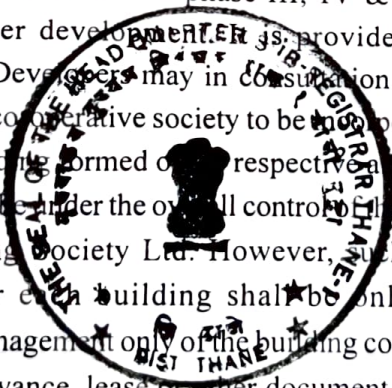
- m) In view of the consideration mentioned in the said agreements, the Society and the Firm have inter alia given exclusive right to the Developers to do the construction work and all development work and to enroll further members for and on behalf of the Society by way of allotment of flats etc., to cancel such allotment and make fresh allotments of flats to such intended members at and for such consideration as the Developers may deem fit. The intended members of the Society shall be entitled to take housing loan from financial institutions and the Developers are authorised to give such permission for and on behalf of the Society.
- n) The Society has executed a Power of Attorney dated 04/08/2000 in favour of the partners of the Developers in respect of the properties described in the Second and Third Schedule hereunder written and the Firm has also executed a Substituted Power of Attorney dated 04.08.2000 in favour of the partners of the Developers in respect of property described in the Fifth Schedule hereunder written to do all acts, deeds, matters and things as provided in both the power of attorneys which are valid and subsisting.
- o) The Society will remain the owner of the property described in the Second and Third Schedules hereunder written and at the instance of the Developers & Firm, the Trust shall grant lease in respect of the plot of land described in the Fifth Schedule hereunder written in favour of the Society.
- p) By order No.ULC/TA/APP/Sec.20/SP-765/2000 dated 20/10/2000, the Competent Authority has granted no objection for composite development for the lands described in the First & Fourth Schedules hereunder written.
- q) By order No.ULC/TA/THANE/SR-797 dated 20/10/2000, read with order dated 30.04.2001 the Competent Authority has declared that the Society is entitled to get exemption under Section 19(5) of the Ceiling Act in respect of the said larger property described in the first schedule hereunder written and therefore the provisions of the Ceiling Act are not applicable to the said larger property.

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- r) By order No.Rev/K-1/T-1/NP/SR-29/2001 dated 12/07/2001, the Collector of Thane granted Non-agricultural permission in respect of the said property subject to the terms & conditions therein contained.
- s) Accordingly, Developers have now entered upon the said property and are carrying on construction and other developments thereon in pursuance of the aforesaid agreements and are entitled to allot to the intended members of the Society flats, shops, garages, parking spaces, tenements and other premises rights in the proposed buildings to be constructed thereon.
- t) Under the aforesaid agreements, order & permissions, it is inter-alia provided that the Developers have sole and exclusive right to :
- (i) allot the persons of their choice with or without terraces, shops, garages, parking spaces, stilt portion, structures and other open spaces etc. as per the terms and conditions as the Developers deem fit.
  - (ii) thereafter submit to the Society, the list of persons to be enrolled as members to the Society alongwith the list of flats with or without terraces, shops, garages, parking spaces, stilt portion, structures and other spaces etc. allotted to each of the proposed members etc. The said list will be submitted after completion of the construction and consideration due and payable is paid by each of the allottee in full to the Developers and after the completion of work of Phase II in all respects.
  - (iii) thereafter the Society shall without any objection enter names of such persons as members of the Society.

Hence all the allottees of the flats, shops, garages, parking spaces will ultimately be admitted as members of the Society under the sole and exclusive discretion of the Developers.

- u) Further the entire housing complex will be consisting of various buildings to be constructed in phase-II as also in phase-III, IV & V on the said portion earmarked for further development. It is provided under the aforesaid agreements that the Developers may in consultation with the Society cause separate and distinct co-operative society to be incorporated for each building or more than one building formed of respective allottees of the flats. Such separate societies will be under the overall control of the Society i.e. Shreenathji Co-operative Housing Society Ltd. However, such incorporation of the separate society for each building shall be only for the purpose of administration and management only of the building concerned and for no other purpose and no conveyance, lease or other document transferring any part or



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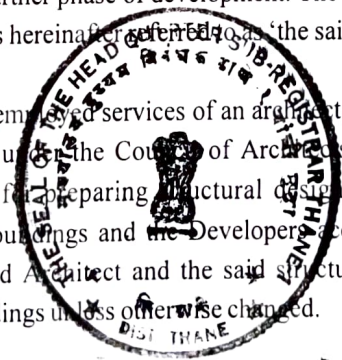
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portion of the said property and/or any building will be executed by the Society, the Trust and/or the Developers in favour of such separate societies for each building and the Society will continue to be the owner in respect of the property described in the Second and Third Schedule hereunder written and lessee in respect of the property described in the Fifth Schedule hereunder written and all the buildings and structures which may be constructed thereon and the title will continue to vest in the Society.

- v) The Developers have got plans sanctioned for second phase of construction vide V.P. No.2001/04 and will get the plans sanctioned for further construction from time to time from the Corporation. The Commencement Certificate bearing V.P.No.2001/04/TMC/TDD/819 dated 30/07/2001 has been also obtained from the Corporation in respect thereof.
- w) While sanctioning the said plans the concerned local authorities has laid down and will lay down certain terms, conditions and stipulations which are to be observed and performed by the Society while developing the said property and the Developers have agreed to observe the same and upon due observation and performance of such terms, conditions and stipulations only the occupation and building completion certificate in respect of each building shall be granted by the concerned local authority.
- x) The Developers are putting up phase wise construction on the said property and are constructing the buildings thereon by several phases. In the Second Phase, the Developers propose to construct 5 or more buildings on the portion shown on the plan annexed as annexure 'A' hereto by crossed lines and bounded by a thick line. The position shown by zebra lines and marked by the words "future development" is the further phase of development. The portion of the land as shown by zebra lines is hereinafter referred to as 'the said portion'.
- y) The Developers have employed services of an architect, M/s. M.S. Bakshi & Associates registered under the Council of Architects and also appointed Structural Designers for preparing structural designs and drawings and specifications of the buildings and the Developers accept the professional supervision of the said Architect and the said structural Engineer till the completion of the buildings unless otherwise changed.
- z) The Purchaser has taken inspection of all the documents of title relating to the said property, the layout plans, the sanctioned plans, IOD, CC, designs and specifications prepared by the architects and of such other documents and satisfied himself about the same as also the contents and terms and conditions thereof.



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aa. A copy of the Certificate of Title issued by the Advocate of the Developers, copies of extracts of Village Form Nos. VII by XII showing the nature of the title of Society to the property described in the Second and Third Schedule hereunder written and also of the Trust to the property described in the Fifth Schedule hereunder written on which the buildings are being constructed or are to be constructed and copy of the floor plan of the flat agreed to be allotted to the Purchaser have been annexed hereto and marked as Annexures 'B', 'C', & 'D' respectively.

bb. The Purchaser has applied to the Developers for allotment of Flat/Shop/~~Garage/ Open Car Parking Space/ Terrace/ Covered car parking/ Stilt portion/ Stilt car portion/ Hoarding space~~ No. 801 on the 8<sup>th</sup> floor in building No. B-Tower Wing — to be known as **Raunak Park** to be constructed on the said property (hereinafter for the sake of convenience referred to as 'the said flat').

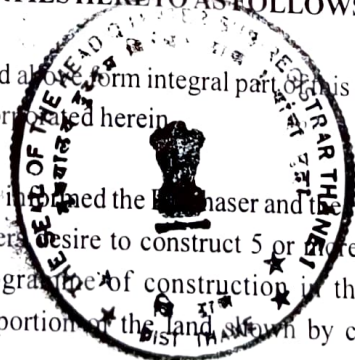
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The Purchaser has seen the said agreements and is aware of the terms and conditions of the aforesaid agreements (hereinafter collectively referred to as 'said agreement'), covenants under the said agreement, rights of the Developers and the Purchaser confirms that he has entered into this Agreement with notice and full knowledge of all terms and conditions, covenants, rights of the Developers, contained in the documents, papers, plans, orders, schemes, agreements etc. recited and referred to above and also appearing hereinafter, and the same shall be irrevocably binding at all times on the Purchaser and the consideration amount payable by the Purchaser is arrived at between the parties herein considering the above.

dd) Relying upon the said applications, declaration, recitals and all Clauses contained in this Agreement, the Developers agree to allot to the Purchaser the said Flat and to get admitted him as member of the Society at a later date for the consideration as also on the terms & conditions on completion of events hereinafter appearing :

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :**

1. The recitals contained above form integral part of this agreement as if the same were set out and incorporated herein.
2. The Developers have informed the Purchaser and the Purchaser is aware that at present the Developers desire to construct 5 or more buildings from time to time as per the programme of construction in the second phase of the construction of the portion of the land shown by crossed line on the plan



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annexed as Annexure 'A' hereto in accordance with the plans, designs, specifications, approved by the concerned local authority and which have been inspected and accepted by the Purchaser with such variations, modifications and alterations as the Developers may deem fit and/or as may be required by the concerned local authority or the Government to be made in them or any of them and the Purchaser hereby gives an irrevocable consent, power and authority to the Developers to add, to alter, vary or modify from time to time the said plans, designs, specifications, including for present and further construction whether as the same building or otherwise. It is hereby specifically agreed that the Developers shall have to obtain prior consent of the Purchaser in respect of such variations or modifications which may adversely effect the internal planning of the said flat agreed to be allotted to the Purchaser and that no further consent of the Purchaser is required for any modification, variation or amendment of the plan including for additions in the building or buildings to be constructed. The Developers are going to construct further buildings in further phase of construction.

3. The Purchaser has applied to the Developers for allotment of Flat / ~~Shop/ Garage/ Open Car Parking Space/ Terrace/ Covered Car Parking/ Still portion/ Still Car Parking/ Hoarding Space~~ No. 801 on the 8<sup>th</sup> Floor in the Building Tower No. B Wing — to be known as **Raunak Park** as shown in the floor plan thereof hereto annexed and marked Annexure 'D' with amenities as described in the Annexure 'E' hereto of the carpet area admeasuring 465' sq. ft. which is inclusive of the areas of balconies, (hereinafter for brevity's sake and collectively referred to as 'the flat') for the aggregate price of Rs. 955600/- (Rupees Nine Lacs fifty five Thousand Six Hundred only) including the price of common areas and facilities appurtenant to the said building, the nature, extent and description of the limited common areas and facilities which are more particularly described in the Annexure 'F' annexed hereto.

4. The Purchaser hereby agrees to pay to the Developers the said Purchaser price of Rs. 955600/- as under

- i) 20% i.e. Rs. 191120/- on execution this agreement by the way of Advance/Earnest.
- ii) 05% i.e. Rs. \_\_\_\_\_ Commencement of construction of work.
- iii) 05% i.e. Rs. \_\_\_\_\_ /- on plinth being cast
- iv) 56% i.e. Rs. \_\_\_\_\_ /- on all the slabs being casted in the following installments.



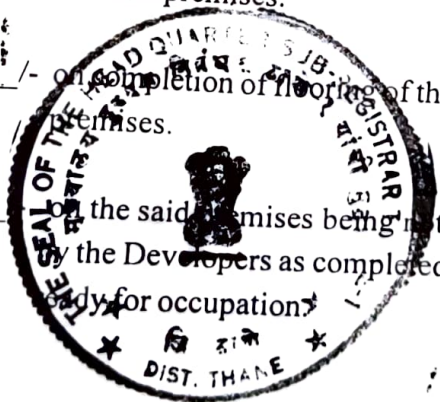
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- a) Rs. \_\_\_\_\_ /- on completion of 1<sup>st</sup> slab.
- b) Rs. \_\_\_\_\_ /- on completion of 2<sup>nd</sup> slab.
- c) Rs. \_\_\_\_\_ /- on completion of 3<sup>rd</sup> slab.
- d) Rs. \_\_\_\_\_ /- on completion of 4<sup>th</sup> slab.
- e) Rs. \_\_\_\_\_ /- on completion of 5<sup>th</sup> slab.
- f) Rs. \_\_\_\_\_ /- on completion of 6<sup>th</sup> slab.
- g) Rs. \_\_\_\_\_ /- on completion of 7<sup>th</sup> slab.
- h) Rs. \_\_\_\_\_ /- on completion of 8<sup>th</sup> slab.
- i) Rs. \_\_\_\_\_ /- on completion of 9<sup>th</sup> slab.
- k) Rs. \_\_\_\_\_ /- on completion of 10<sup>th</sup> slab.
- l) Rs. \_\_\_\_\_ /- on completion of 11<sup>th</sup> slab.
- m) Rs. \_\_\_\_\_ /- on completion of 12<sup>th</sup> slab.
- n) Rs. \_\_\_\_\_ /- on completion of 13<sup>th</sup> slab.
- o) Rs. \_\_\_\_\_ /- on completion of 14<sup>th</sup> slab.
- p) Rs. \_\_\_\_\_ /- on completion of 15<sup>th</sup> slab.
- q) Rs. \_\_\_\_\_ /- on completion of 16<sup>th</sup> slab.
- v) 03% i.e. Rs. \_\_\_\_\_ /- on completion of brick work of the said premises.
- vi) 03% i.e. Rs. \_\_\_\_\_ /- on completion of plaster work of the said premises.
- vii) 03% i.e. Rs. \_\_\_\_\_ /- on completion of plumbing work of the said premises.
- viii) 03% i.e. Rs. \_\_\_\_\_ /- on completion of flooring of the said premises.

ix) 8.02% i.e. Rs. 764480/-

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the said premises being notified by the Developers as completed and ready for occupation.

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5. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developers under this Agreement (including his proportionate shares of maintenance taxes levied by the concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained the Developers shall be entitled at their own option to terminate this agreement.

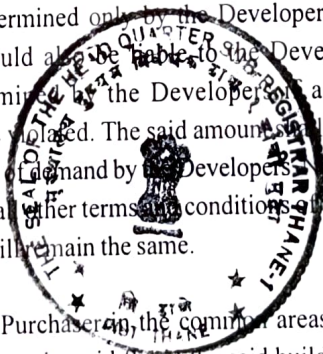
Provided always that the power of termination hereinabove contained shall not be exercised by Developers unless and until the Developers shall give to the Purchaser seven days prior notice in writing of their intention to terminate this agreement.

Provided further that upon termination of this Agreement as aforesaid the Developers shall refund to the Purchaser the installments of price of the said flat which may till then have been paid by the Purchaser to Developers but Developers shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this agreement by the Developers, the Developers shall be at liberty to dispose of and sell the said flats as also to part with the possession thereof to such person and at such price as Developers may in their absolute discretion think fit.

6. The consideration stated in para Three of these presents is arrived at and mutually agreed upon between the parties hereto on the understanding that any deferment in payment of installments and/or any violation of the terms and conditions of these presents, covenants will result into revision of the price and in case of alteration in schedule of installments increased and/or any violation of the terms and conditions, the increased price then payable by the Purchaser would be such as may be determined only by the Developers. Further the Purchaser agrees that he would also be liable to the Developers to pay liquidated damages as determined by the Developers if any terms and conditions of this agreement is violated. The said amount shall be payable by the Purchaser within seven days of demand by the Developers notwithstanding such upward revision of price, and other terms and conditions of this agreement except the payment schedule will remain the same.

7. The undivided interest of the Purchaser in the common areas and facilities limited or otherwise pertaining to the said flat in the said building shall be in proportion of the area of the said flat to the entire area of all the flats in the said Building.

8. The Developers hereby agree to observe, perform and comply with or cause to be observed, performed and complied with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the



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concerned local authority at the time of sanctioning the said plans or hereafter and shall before handing over possession of the said Flat to the Purchaser, obtain or cause to be obtained from the concerned local authority occupation or completion certificates in respect of the said Building. The Developers may obtain part occupation or building completion certificate for one or more flats as Developers may deem fit.

9. The Purchaser has prior to the execution of this Agreement satisfied himself about the title of the Society and the Trust to their respective portion of the said property as well as the right, authority & powers of the Developers to develop the said property. The Purchaser shall neither be entitled to investigate the title of the Society and the Trust to their respective portion of the said property nor rights, authority & powers of the Developers to develop the said property any further and no requisition or objection shall be raised by the Purchaser in any manner relating thereto.

10. The Purchaser has hereby clearly understood that there are various rights which have been reserved by the Developers. Some of which are enumerated below. The Purchaser has understood, accepted and irrevocably consented to the same and also agrees to do and undertake from time to time various acts execute deeds, matters and things :

a) That the Developers shall be entitled to develop the said property fully by constructing and/or making additions in the said building and/or by constructing additional buildings/ floors/ structures so as to avail full advantage of the FSI permissible at present or in future for the said property including for staircase, lift, passage, by way of purchase of FSI, by way of TDR, FSI which may be available on the said property or acquired otherwise howsoever and including putting any additional Construction on the said building as mentioned above and the Developers selling the same and appropriating to themselves the entire sale proceeds thereof without the Purchaser or other acquirers of the flats in such building or buildings and/or their common organisation having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall also be the property of the Developers who shall be at liberty to construct, use, deal with, dispose of, sell, transfer etc. the same in manner the Developers choose. The Purchaser agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance which putting up such additional construction mentioned above in this agreement is carried on. The Developers shall be entitled



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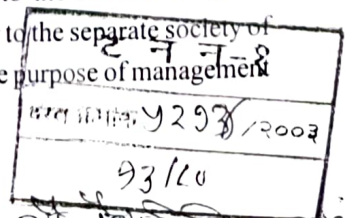
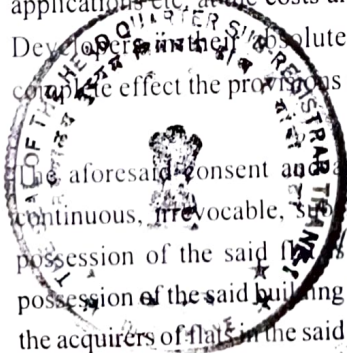
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to consume such FSI by raising floor or floors on any structures including the said building and/or putting additional structures and/or by way of extension of any structure;

- b) The Developers are developing the said property phase-wise and at present plans for the second phase are sanctioned and plans for further development are to be sanctioned and the Developers will be entitled to construct further buildings from time to time as per the plans which may be sanctioned hereafter.
- c) That the Developers alone shall be entitled to sell any Flats, part or portion of the said building including the open terrace/s or the part of the said building, stilt, parking space, covered or otherwise, the open space including for use as a bank, offices, shops, nursing home, restaurant, hotel, garden display of advertisements, hoardings, well water, as the same may be permissible or ultimately may be permitted by the authorities concerned.
- d) That the Developers alone shall be entitled to admit without any objection the persons who are allotted flats by the Developers as members of the society.
- e) That the Purchaser shall not raise any objection or interfere with the rights of the Developers.
- f) That the Purchaser shall execute, if any further or other writing, documents, consents etc. as required by the Developers for carrying out the terms hereof and intentions of the parties hereto.
- g) The Purchaser shall also do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms applications etc. at the costs and expenses of the Purchaser which the Developers in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.
- The aforesaid consent and agreement are and shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said flats is handed over to the Purchaser and/or possession of the said building is handed over to the separate society of the acquirers of flats in the said building for the purpose of management and administration as provided herein.



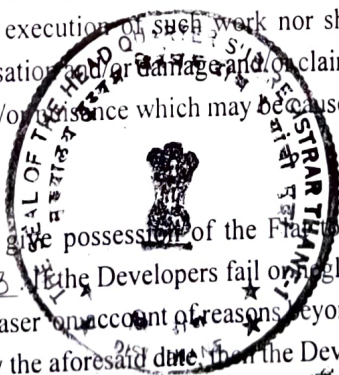


outgoings and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Developers shall be entitled at their own option to terminate this Agreement by giving fifteen days notice. PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser the installments of sale price of the Flat which may till then have been paid by the Purchaser to the Developers but the Developers shall not be liable to pay to the Purchaser any interest or any other amount over and above the amount so refunded and upon termination of this Agreement and on refund of aforesaid amount by the Developers, the Developers shall be at liberty to deal with or dispose of or sell the Flat to such person and at such price as the Developers may in their absolute discretion think fit. The Purchaser agrees that sending of the said amount by cheque by the Developers to the Purchaser at the address given by the Purchaser in these presents, whether the Purchaser accepts and/or encashes the cheque or not, will amount to refund of the amount so required to be refunded.

16. The fixture, fittings and amenities to be provided by Developers in the said building and the flat are those that are set out in Annexure 'E' hereto. The said list of the fixtures, fittings and amenities is subject to availability of the quality and quantity of the materials in the market.

17. The Developers may complete the entire buildings or any part or portion thereof or floor or building and obtain part occupation certificate thereof and give possession of premises therein to the acquirers of such premises and the Purchaser herein shall have no right to object to the same and will not object to the same and the Purchaser hereby gives his specific consent to the same. If the Purchaser takes the possession of any premises in such part completed portion or floor or otherwise, the Developers and/or their agents or contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said flat is situated and if any inconvenience is caused to the Purchaser, the Purchaser shall not protest, object or obstruct the execution of such work nor shall the Purchaser be entitled to any compensation for or damage and/or claim and/or complain for any inconvenience and/or damage which may be caused to him or any other person.

18. The Developers shall give possession of the Flat to the Purchaser on or before July 2003. If the Developers fail or neglect to give possession of the Flat to the Purchaser on account of reasons beyond their control and/or their agents' control by the aforesaid date, then the Developers shall be liable on demand to refund to the Purchaser the amounts already received by the Developers in respect of the Flat with simple interest at nine per cent per



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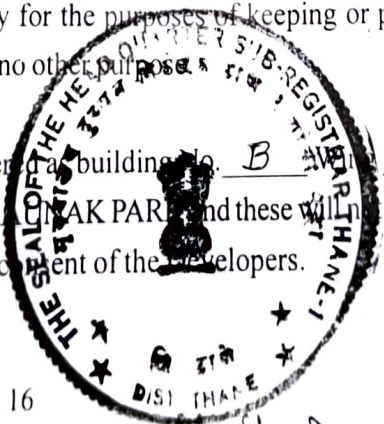
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annum from the date the Developers received the sum till the date the amounts and interest thereon is paid and shall have no other right or claim against the Developers except for such refund and interest accrued upon the refunded amount. The Purchaser agrees that sending of the said amount by cheque by the Developers at the address given by the Purchaser in these presents, whether the Purchaser accepts or encashes the cheque or not, will amount to refund of the amount so required to be refunded. PROVIDED THAT the Developers shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of:

- (i) Non-available of Steel, Cement other building material water or electric supply, etc.
  - (ii) War, Civil commotion or act of God;
  - (iii) any notice, order, rules, notification of the Government and/or other public or competent authority.
  - (iv) other reasonable cause.
19. The Developers shall be entitled to change the user of the said portion, and/or building to be constructed thereon and/or part or portion thereof but the same will not directly affect the user of the said flat.
20. The Purchaser shall take possession of the Flat within fifteen days of the Developers giving written notice to the Purchaser intimating that the Flat is ready for use and occupation. In the event of the Purchaser taking possession of the Flat, he shall be deemed to have inspected the same thoroughly and found the same without defect in construction and/or amenities and facilities.
21. The Flat is intended and shall be used for residential/commercial purposes only as per the D.C. Regulations and the Purchaser shall not use the Flat or any part or portion thereof for any other purposes whatsoever. The Purchaser shall use the garage or parking space only for the purposes of keeping or parking the Purchaser's own vehicle and for no other purpose.
22. The said building shall be numbered a building No. B and entire complex will be known as RAK PARK and these will not be changed at any time without prior written consent of the Developers.

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20. वंशादी विषय

23. Under the said Agreement made between the Society & the Developers as well as between the Firm and the Developers, it is inter-alia provided that the Developers have sole and exclusive right to :

- (i) allot the persons of their choice, the flats with or without terrace, shops, garages, parking spaces, stilt portion, structures, and other open spaces, etc. as per the terms and conditions as the Developers deem fit.
- (ii) appropriate the entire sale proceeds to be received from such purchasers as the Developers deem fit.
- (iii) thereafter submit to the Society, the list of persons to be enrolled as members to the society along with the list of flats with or without terraces, shops, garages, parking spaces, stilt portion, structures and other open spaces, etc. allotted to each of the proposed members etc. the said list will be submitted after completion of the construction and consideration due and payable is paid by the allottee in full to the Developers and after the completion of development of the said property in all respects.
- (iv) thereafter the Society shall admit such person as members of the society and also allot to the proposed members the flats, shops, garages, spaces, etc.

Hence all the allottees of the flats, shops, garages, parking space will ultimately be admitted as members of the Society under the sole and exclusive discretion of the Developers.

Further the entire housing complex will be consisting of various buildings to be constructed on the said property. It is agreed that the Developers may in consultation with the Society cause distinct co-operative society to be incorporated for each building or more than one building formed of the respective allottees of the flats. Such separate societies will be under the overall control of the Society (Shreenathji Co-operative Housing Society Ltd.). However, such incorporation of the separate societies for each building shall be only for the purpose of administration and management only of the buildings concerned and for no other purpose and no conveyance, lease or other document transferring any part or portion of the said property and/or any building will be executed by the Society or the Developers in favour of such separate societies for each building and the Society will continue to be owner of the property described in the Second and Third schedule hereunder written and lessee in respect of the property described in the Fifth Schedule hereunder written and all the buildings and structures which may be constructed thereon and the title will continue to vest in the Society in respect of the said property.

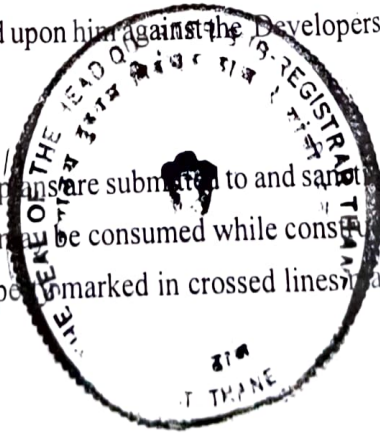
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24. The management and administration of the said Building will be on the allottees of the flats in the said Building or the said society as the case may be and they shall have responsibility for the management of the said Building only and shall be solely responsible for collection of dues from its members and for disbursements of such collections in relation to the said Building on the portion of the land on which the same is built and appurtenant land to the said building, including payment for Municipal taxes, salaries of the employees charged with the duties for the maintenance of the said building and the land appurtenant to the intent that the said Building shall be kept free from all claims, attachments and sales or other legal encumbrances, charges and liens, irrespective of the facts whether the Purchaser and the other allottees of the other flats are made members of the Society and irrespective of the fact whether the Co-operative Society fails to perform its obligations mentioned hereinabove the Developers in any event shall stand absolved from their responsibility of managing the said Building receiving and paying the outgoings including the ground rent Municipal Taxes, and other incidental charges connected with the maintenance of the said Building. The said separate society shall also regularly bear the proportionate cost of maintenance of the common infrastructural costs, like security, maintenance of internal roads, under lines, sewerage lines, gardens, electricity lines, street lights, storm water drain cleaning etc. (hereinafter referred to as 'the common infrastructural costs') and shall regularly pay to the Developers such cost of maintenance of infrastructural facilities and for which a further deposit of such common infrastructural expenses for two years will also be given by the Purchaser. The Purchaser hereby agrees to indemnify and keep indemnified the Developers in that behalf. The Purchaser shall ensure that such obligations as aforesaid are undertaken and performed by the Co-operative Society, being their successor in interest. Notwithstanding anything contained or suggested to the contrary in this clause, the liability of the Purchaser already incurred by him qua the Developers prior to the possession of the Flat shall not cease and the Purchaser shall be bound to perform fully all obligations which may have been incurred by him qua the Developers. It is made clear that on such possession of the said administration and management as aforesaid, the Purchaser shall not be entitled to assert any of the rights herein conferred upon him against the Developers in virtue of these presents.

25. The Purchaser is aware that the building plans are submitted to and sanctioned by the Corporation and as such FSI that may be consumed while constructing buildings on the portion of the said property marked in crossed lines

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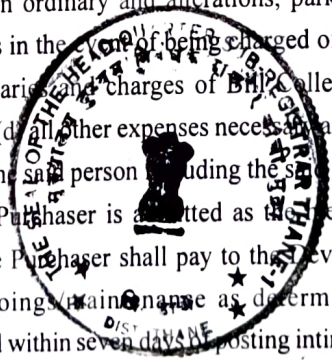
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more or less that the area of the said land below which the said building is being constructed and/or the area of the land below the building may not be in proportion to the FSI consumed so also some of the common infrastructural facilities like gutters, sewerage, lines, storm water drains, roads, open spaces, electric sub-stations, water main, electric cables, garden, roads, open parking space etc. are commonly provided for all buildings i.e. for the complete work for Phase-I to Phase-V and that the Developers cannot sub-divide the same and the Purchaser shall not insist upon nor the Developers shall be liable and/or responsible to obtain sub-division in respect of the said property. The Purchaser shall bear and pay proportionate expenses, taxes, levies, maintenance and the common infrastructural costs and other charges of the entire layout or complex and the decisions of the Developers of the amount coming to the share of the Purchaser shall be final and binding on the Purchaser.

26. Commencing a week after notice in writing given by the Developers to the Purchaser that the Flat is ready for occupation or before taking the possession of the flat, whichever is earlier, the Purchaser will be liable and pay regularly to Developers (a) the proportionate share of the Purchaser of the Municipal Assessment Tax of the said property as also of entire layout and complex, all rates and taxes whether any or all the tenements of building shall have been actually assessed or not or even if the assessment may not have been finally determined; (b) the share of the Purchaser in all other dues, duties, impositions, outgoing, and burden of any nature of any time hereafter assessed or imposed upon the said property and building or upon the Society or holders thereof by any authority including the Corporation, Government Revenue Authority in respect of the entire buildings or the user thereof and payable either by the Society or by holders; (c) the proportionate share of all other outgoing in respect of the said flat or building and the layout or complex including other taxes, common light, sanitation ordinary and alterations, parkings, colour washing, repairs, water charges in the event of being charged of the basis of meter by the Corporation, Salaries and charges of B.M.C. collector, Clerks, Chaukidars, Sweepers etc. and (d) all other expenses necessary and incidental to the said entire building and the said person including the society management and maintenances. Until the Purchaser is admitted as the member of the Society as provided herein, the Purchaser shall pay to the Developers such proportionate share of outgoing & maintenance as determined by the Developers. The Purchaser shall within seven days of depositing intimation about the Flat being ready for occupation as aforesaid, deposit & keep deposited with the Developers a sum of Rs. \_\_\_\_\_ as one year estimated maintenance



the Flat being ready for occupation as aforesaid, deposit & keep deposited with the Developers a sum of Rs.

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charges without interest as security deposit for payment by the Purchaser his share of aforesaid outgoings and payments. The Purchaser hereby further unequivocally agrees with Developers that until the Purchaser shall from the date of the said intimation regularly pay to Developers on the 5th day of every month provisional monthly contribution of Rs. 925/- (Rupees Nine Hundred Twenty Five only) toward and on account of the share of the Purchaser of the aforesaid outgoings such payments shall be made at every month in advance to Developers and/or the Society as aforesaid which includes the proportionate charges of the common infrastructural costs. The Developers shall be at liberty without being bound to do so to appropriate from the said deposit money, if any, the dues by the Purchaser for his aforesaid share of liability. The Developers at a later date shall give an account of all such receipts and payments to the Purchaser.

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27. The Purchaser shall on or before delivery of possession of the said flat pay to the Developers the following amounts which are non-refundable and no account would be given for the same.

- (i) Rs. 261/- for share for money application entrance fee of the Society.
- (ii) Rs. 2,500/- for society charges.
- (iii) Rs. 3,000/- being legal charges and expenses.
- (iii) Rs. 24000/- for deposit of electric meter, cable, water meter, sub-station, federation etc.

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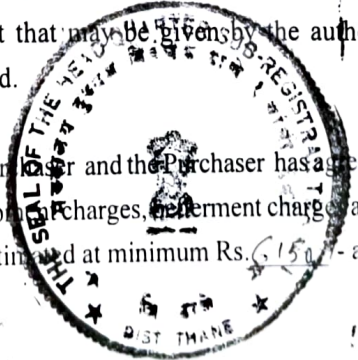
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28. The Purchaser shall bear the stamp duty and registration charges payable, if any on this agreement.

29. In the event of any portion of the said property already notified or may be notified in future for any purpose including for set back D.P. Road, public garden, play ground, Developers alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for such portion of the land.

30. The Developers have informed the Purchaser and the Purchaser has agreed to pay the charges payable including development charges, betterment charges already paid by the Developers which are estimated at minimum Rs. 6,150/- and to

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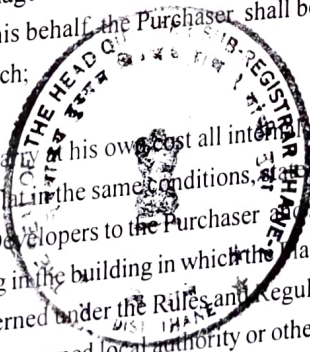
such other amounts that may be levied by or payment required to be made to any Government Authorities or Local bodies in respect of the said property or any part or portion thereof or building or buildings or otherwise the Purchaser on being called upon to do so by the Developers, pay to the Developers his share thereof at or before taking possession of the said flat as may be required within seven days of demand by the Developers.

31. The Purchaser or himself with intention to bring all persons into whomsoever's hand the flat may come, doth hereby covenant with Developers as follows:-

a) To maintain the flat at the Purchaser's own cost in good tenable repair and conditions from the date of possession of the flat is taken and shall not do or suffer to be done anything in or to the flat and the building in which the Flat is situate its staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situate and in Flat itself or any part thereof.

b) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the building in which the flat is situated including entrance of the building in which the flat is situated and in case any damage is caused on account of negligence or default of the Purchaser in this behalf the Purchaser shall be liable for the consequences of the breach;

c) To carry at his own cost all interior repairs to the said flat and maintain the flat in the same conditions, state and order in which it was delivered by Developers to the Purchaser and shall not do or suffer to be done any thing in the building in which the flat is situated or the flat which may be governed under the Rules and Regulations and bye-laws of the Society, the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and to other public authority.



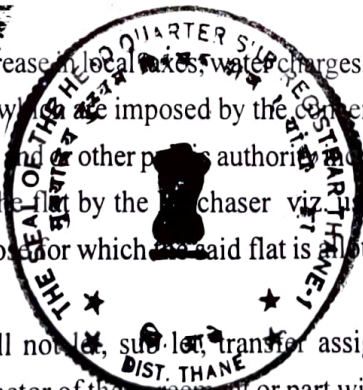
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- d) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the flat or any part thereof nor any alteration and in the elevation and outside colour scheme of the building in which the flat is situated and to keep the portion, sewerage, breaves, pipes in the flat and appurtenances thereof in good tenantable condition, and in particular, so as to support shelter and protect the other part of the buildings in which the Flat is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structures in the Flat without prior written permission of the Developers and/or the Society.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rage, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said property and the building in which the Flat is situated.
- g) Not to keep anything in the common passage, staircases, terraces, walls or any other common place and not to hang any signs boards, hoardings, name boards etc. in passage or inner or outer wall of the building. The Developers/Society shall throw away such things without any notice if any thing is found in breach of this provision.
- h) Pay to Developers regularly whether demanded by Developers or not, his share of security deposit demanded by concerned local authority or Government for giving water, electricity, sewer clearance, or any other service connection to the building in which the Flat is situated.
- i) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and other public authority including on account of change of user of the flat by the purchaser viz. user for any purposes other than for purposes for which the said flat is allotted.

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The Purchaser shall not let, sub-let, transfer assign or part with his interest or benefit factor of the agreement or part with the possession of



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the Flat until all the dues payable by the Purchaser to the Developers under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non observance of any of the terms and conditions of this Agreement and without obtaining prior written permission of the Developers.

k) The Purchaser shall observe and perform all the rules and regulations which the Society may adopt and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building, the flats therein and for the entire property and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and condition laid down by the Society regarding the occupation and use of the flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

l) The Purchaser shall not close verandah or balconies without the sanction and permission of Developers and the authorities concerned nor shall make any alterations or changes in the elevation and outside colour scheme of the said flat/building. The Grills, Collapsible gate will be designed as per the designs given by the Architects of the Developers. The Purchaser agreed to install the Collapsible/Gates, or grill of a common design so as to maintain the elevation and the esthetics of the buildings etc. In case of any violation by the Purchaser, the Developers shall remove the Grills Collapsible Gates etc. at the costs and at the consequences of the Purchaser alone.

m) All rights of way, water drainage, sewerage, water course, light and the easements and quasi or reputed easements and right of adjoining owners (if any) affecting the same and any liability for repairs or contribution to the repair of roads, ways, passages, drains, gutters, fences and in other like matters, the Developers shall not be required to show the creation of or define or appportion any burden.

32. The Purchaser agrees to sign and deliver to Developers before and after taking possession of the Flat all writings, papers, documents, applications, etc. as may be necessary or required by the Developers to put the intention of the parties as reflected herein in to complete effect.

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33. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or of the said property and buildings or any part thereof in favour of the Purchaser and/or other allottees of flats in the said building or other buildings. The Purchaser shall have no claim save and except in respect of the flat hereby agreed to be allotted to him and the said property including all open spaces, parking spaces, lobbies, staircases, recreation spaces, walls, compound wall, lifts, terraces including the right over walls hoarding rights etc. will remain with Developers who shall continue to be entitled to sell, transfer, deal with or dispose of the same or any part or portions thereof in any manner they deem fit. In other words the right, title, interest of the Purchaser is limited to the said flat only and nothing else.
34. During the course of construction, the Purchaser may instruct the Developers to make any addition or alteration including any extra amenities to be provided and the same does not amount to any structural change and is permitted by the Corporation and for such additional alteration or extra amenities extra cost is paid in advance by the Purchaser to the Developers upon the Developers agreeing to provide the same. The Developers shall be at liberty to refuse to provide such or any extra amenities and or addition and or alteration without assigning any reason thereto in their absolute discretion.
35. Irrespective of disputes, if any, that might arise between the Developers and the Purchaser and/or the Society and/or the Trust, all amounts, contributions and deposits including amounts payable by the Purchaser to the Developers under this Agreement shall always be paid punctually by the Purchaser to the Developers and shall not be withheld by the Purchaser for any reasons whatsoever.
36. Before the allotment and disposal by the Developers of all the flats, stilt, basement and other spaces, garages, garden, terraces, compounds and car parking space in the said building, the power and authority of the society or of the holders and the allottees of flats and other spaces shall be subject to the overall authority and control of the Developers in respect of any of the matters concerning the said property including the said building, the construction and completion of the entire project complex and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards the flats, garages, stilt, terraces, compound other spaces, and car parking etc. which remains to be allotted. The Developers shall be liable to pay only the Municipal taxes in respect of the unallotted flats, garages and/or parking spaces. As and when such premises are allotted to the person of the choice and at the discretion of the Developers such person shall be admitted as members of the Society without charging any premium or any other extra payment.

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दस्ता क्रमांक ५२०९/२००३

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37. The deposits that may be demanded by or paid to the Corporation for the purpose of sanctioning the plans and/or issuing the commencement certificate and/or occupation certificate and/or building completion certificate and/or giving water connection to the said building and the electric meter deposits to be paid to M.S.E.B. shall be payable by all the flat holders of the said building in proportion to the respective areas of their flats or other spaces or car parking spaces. The Purchaser agrees to pay to the Developers such proportionate share of the Purchaser of such deposit at the time of taking possession or within seven days of demand, whichever is earlier.

38. The Purchaser shall bear the actual costs, charges, expenses, both direct and indirect that will be incurred by the Developers for enabling the M.S.E.B. to lay high tension/low tension cables and/or for laying an electrical system of cables, transformers, mini pillars etc. so that permanent electric supply is available to the entire complex and the Purchaser will pay the same within 15 days of demand by the Developers.

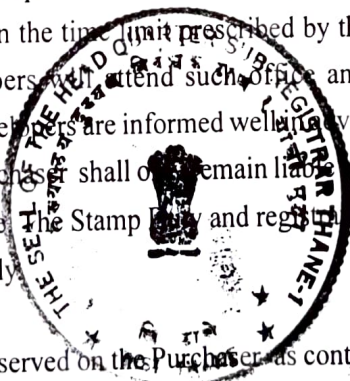
39. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developers shall not be construed as a waiver on the part of Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developers.

40. The Purchaser shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act without fail and Developers shall attend such office and admit execution thereof provided the Developers are informed well in advance about the same. In case of default the Purchaser shall remain liable to penalty and/or punishment for his negligence. The Stamp duty and registration charges will be borne by the Purchaser only.

41. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser, at his address specified below:

Mrs. Vishnu P. Salunke & Mrs. Vaishali V. Salunke  
16, Om Yashodham Society, Kakan Nagar  
Bhandrupi (S) Mumbai - 400078

वस्तु क्रमांक ५२९४/२००३
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Handwritten signatures and initials at the bottom right of the page.

42. After possession of the said Flat is handed over to the Purchaser, if any additions or alternations in or about or relating to the said building and/or flat are required to be carried out by any statutory authority, the same shall be carried out by the Purchaser and the other acquirers of the flats in the said buildings at their own costs, expenses, risks and responsibilities and the Developers will not in any manner be responsible for the same.
43. The Developers and/or Society shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title or interest in the said property or in the said building to be constructed by the Developers provided the same shall not effect the flat agreed to be purchased by the Purchaser.
44. Under no circumstances, the possession of the flat shall be given to the Purchaser unless and until all payments required to be made under the Agreement by the Purchaser has been made by him to the Developers.
45. The Purchaser shall not be entitled to let or sublet or sell or transfer or convey and/or mortgage and/or charge or in any way encumber or deal with or dispose off or part with possession of the said flat or any part thereof and/or assign under-let, sublet, or part with his right title or interest in the said flat or any part thereof alongwith the benefit of this Agreement without prior consent in writing of the Developers. Provided however that the Purchaser shall be entitled to mortgage the said flat in favour of any bank or financial institution for the purpose of securing loan to acquire the said flat after taking prior permission of the Developers in writing.
46. If the Purchaser desires to sell or transfer his interest in the said flat or wishes to transfer or give the benefit of this agreement to anyone else and if the Developers agree to give such consent then and in such an event prior to the Developers granting the Purchaser the consent as herein contemplated, the Purchaser shall pay the Developers such sum as the Developers may in their absolute discretion determine by way of the transfer charges and administrative and other costs charges and expenses remaining to the same. It is clearly understood that unless such amount is paid to the Developers by the Purchaser, the Purchaser shall not be entitled to sell or transfer his interest in the said flat and the Developers shall not be bound or liable to give consent to such transfer. Further the Developers are not obliged to consent to such transfer even if the Purchaser is willing to pay such charges.
47. The Purchaser shall not be entitled to claim partition of his share in the said property and/or the said Building and/or the said flat and the same shall always remain undivided and impartable.

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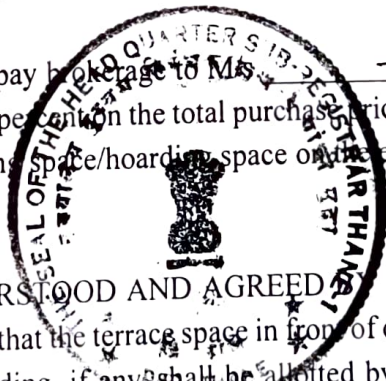
*for*

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*श्री अशोक...*

48. The Powers and authority of the society and allottees of flats, shall be subject to the overall control of the Developers on all or any of the matters, or concerning the said building, the construction and completion thereof and all amenities appertaining to the same and in particular but without prejudice to the generality of the forgoing, the Developers shall have absolute authority and control as regards the FSI available for further construction, incomplete construction unsold portion of such building including flats, shops, offices, garages, hoarding space, terraces and parking spaces and the disposal thereof and the society shall not have any such right or authority nor the society shall interfere, obstruct or commit or omit any act which will be harmful, injurious or prejudicious to the aforesaid right of the Developers.
49. The Purchaser shall sign all papers and documents and do all other things that the Developers may require him to do from time to time in this behalf including for safeguarding the interests of the Developers and acquirers of the other flats/ shops/ offices/ garages/ parking spaces/ hoarding space etc. in the building in the said property.
50. All costs, charges and expenses in connection with the preparing, engrossing, stamping and registering this and all other Agreements, Covenants, deeds or any other documents required to be executed by the Developers and/or the Purchaser and out of pocket expenses and all costs, charges and expenses arising out of or under these presents as well as the entire professional costs of the Advocates or Solicitors for the Developers including preparing and approving all such documents shall be borne and paid by the acquirers of the tenements proportionately including the Purchaser. The Developers shall not contribute anything towards such expenses. The proportionate such share of the costs, charges and expenses payable by the Purchaser shall be paid by the Purchaser immediately on demand.

The Purchaser shall pay brokerage to Ms. \_\_\_\_\_ at the rate of \_\_\_\_\_ % per \_\_\_\_\_ on the total purchase price of the said Flat/Shop/Office/Garage/Parking space/hoarding space on the execution of this Agreement.



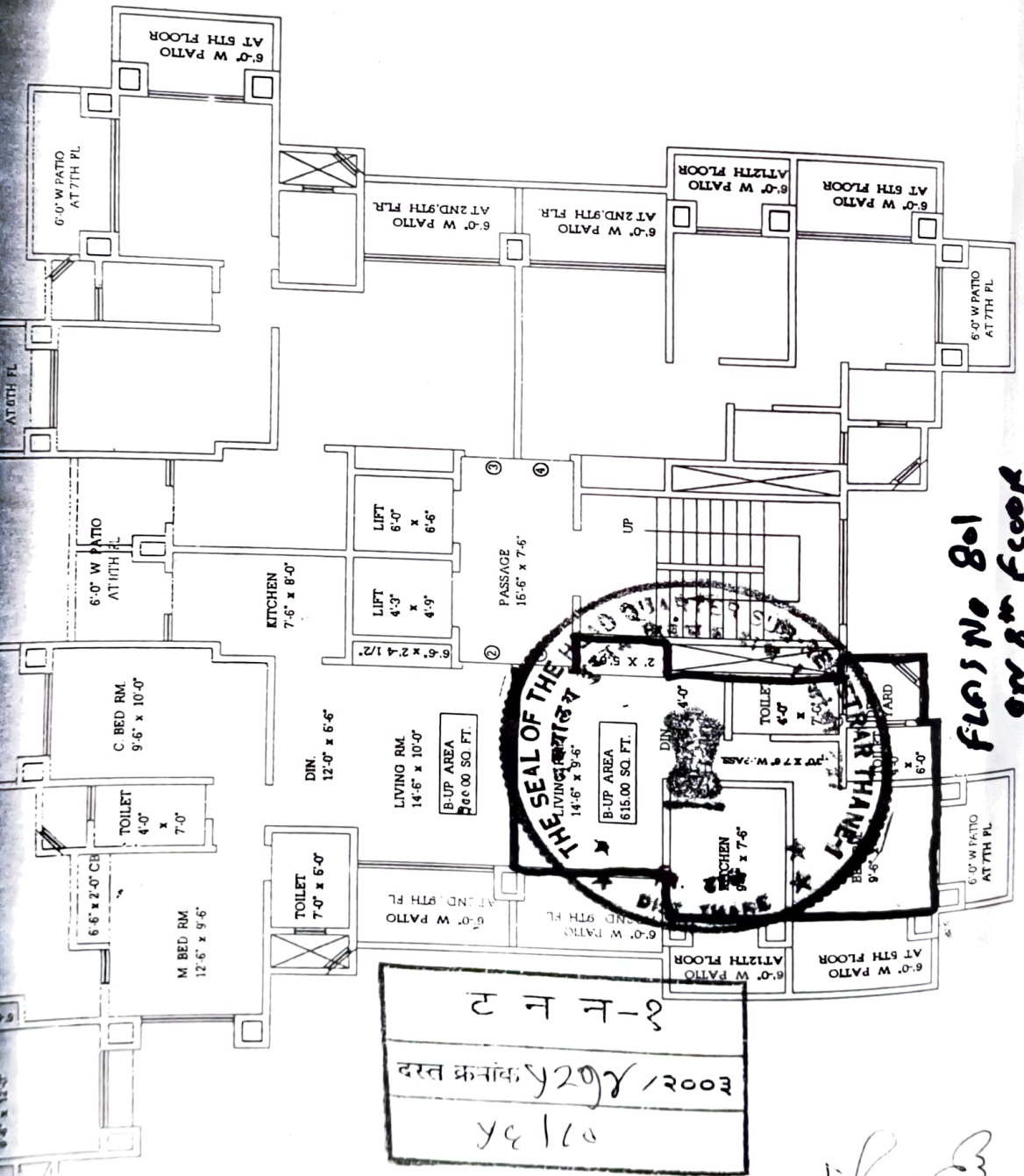
52. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall be allotted by the Developers to any allottee of the terrace flat and in the event of such allotment such terrace spaces shall be intended to and shall be for the exclusive use of the respective terrace Flat holder. The said Terrace shall not be enclosed by the allottee of Terrace

Flat till the permission in writing is obtained from the concerned local authority and the Developers or the Society as the case may be.

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on 8th Floor  
TYPICAL FLOOR PLAN  
TYPE BLDG. (ST. + B. UP.)

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दस्ता क्रमांक: Y202/2003  
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श्री केशव विष्णु साहू

*(Handwritten signature)*