

of or non observance of any of terms and conditions of this Agreement.

- h) The Purchaser shall observe and perform all rules and regulations which the association may adopt at its inception and addition, alterations and amenities thereof that may be from time to time, for protection and maintenance of said building and Flat therein and for the observance and performance of building rules, regulations & bye laws for the time being of concerned local authority and of Govt. and other public bodies. The Purchaser shall observe and perform all stipulations and conditions lay down by association, regarding the occupation and use of the Flat in building and shall pay and contribute outgoing in accordance with the terms of this Agreement.

(16) Nothing contained in this Agreement is intended to be nor shall be construed as a grant demise or assignment in law or the said Flat or of said plot and building or any part thereof. The Purchaser shall have no claim save and except in respect of Flat hereby agreed to be sold to him and all open spaces, terrace, parking spaces, and marginal open space etc. will remain the property of the vendor if not allotted to the Purchaser. The vendor shall be entitled to transfer the marginal open spaces, stilt, parking places, terrace, adjoining terrace, etc. to anybody on any such terms and conditions as the vendor may deem fit and necessary. In case of stilt in the building, the vendor shall be entitled to allot the said stilt to anybody as he may deem fit. The Purchasers in the building shall not object and obstruct such allotment by the vendor. The vendor shall be entitled to allot the terrace on the top of the building for advertisement or any other legal purpose and such allottee shall become member of the association. That for the sake of knowledge to all the Flat Purchasers shall have absolute and exclusive right to use and enjoy the adjoining marginal open space (Garden Place), terrace and respective parking allotted to respective Flat Purchaser and no other Flat Purchaser shall claim any right to the adjoining terrace, marginal space and the parking allotted to the other Purchaser.

(17) The purchaser shall use the Flat or any part thereof or permit the same to be used only for the purpose, it is legally allowed for.

(18) That this agreement of sale is being executed pursuant to and for the purpose of Maharashtra Apartment Ownership Act 1970.

(19) That except the property conveyed hereunder the purchaser shall not claim any right in respect of the restricted common areas as may have been allotted to any constructed premises purchaser by the vendor.

B. P. MATSAGAR
(NOTARY GOVT. OF INDIA)