



Saturday, June 30, 2012

4:28:52 PM

Original

नोंदणी 39 म.

Regn. 39 M

## पावती

पावती क्र. : 4707

गावाचे नाव माहिम

दिनांक 30/06/2012

दस्तऐवजाचा अनुक्रमांक

ववइ2 - 04650 - 2012

दस्ता ऐवजाचा प्रकार

करारनामा



सादर करणाराचे नाव: राजेंद्र पुंडलिकराव गोडशलवार .

नोंदणी फी

:- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

:- 1320.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -&gt; एकत्रित फी (66)

एकूण रु. 31320.00

आपणास हा दस्त अंदाजे 4:43PM ह्या वेळेस मिळेल

DELIVERED

दुय्यम निबंधक  
मुंबई शाख 2 (वरळी)

बाजार मुल्य: 3792500 रु. मोबदला: 0 रु.

भरलेले मुद्रांक शुल्क: 349300 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: युनियन ;

डीडी/घनाकर्ष क्रमांक: 033741; रक्कम: 30000 रु.; दिनांक: 27/06/2012

साह दुय्यम निबंधक

मुंबई शाख 2

DELIVERED

3,49,300/-

उपरोक्त मुद्राक प्रक्रीया अल्हा क्वायलट लेम्प  
खाली तपासले व एस. एम. एस. /संकेचित  
प्राधिकृत आधिका. याशी दुसऱ्यानेवरून संपर्क साधुन  
मेळ बरोबर आढळुन आला

श्री. राज पुंडलिकराव गोडशल्वार मुंबई शहर क्र २  
28/06/12

(Nature of Document)	Agreement
(Registration Details)	Registrable Non Registrable
If Registrable Name of S. R. O.	MUM → II
Franking Unique No.	95964
(Property Description in brief.)	
Consideration Amount	
Stamp Purchasers Name	Rajendra P. Godshalwar
(Name of the other Party)	Godshalwar Pro. con. Soc.
(if through Name & Address)	
Stamp Duty Amt. (In words)	3,49,300/-
Authorised Person's full Signature & Seal	

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AGREEMENT

ARTICLES OF AGREEMENT made at Mumbai on this 30<sup>th</sup> day of June  
Christian Year Two Thousand & Twelve;

BETWEEN

GODSHALWAR PROJECT CONSULTANTS & DEVELOPERS, a sole proprietary  
concern of RAJENDRA PUNDLIKRAO GODSHALWAR, having his office at Ground  
Floor, Shree Apartment, Dr. M.B. Raut Road, Shivaji Park, Dadar, Mumbai 400 028,  
hereinafter referred to as "THE PROMOTER" (which expression shall unless it be  
repugnant to the context or meaning thereof shall deem to mean and include his heirs,  
executors, administrators and assigns) of the One Part;

AND

RAJENDRA PUNDLIKRAO GODSHALWAR an adult Indian Inhabitant of Mumbai  
residing at B-101 Amaltas Co-operative Housing Society Limited, Juhu Varsova, Link

Authorised Signatory  
Bandra Branch  
Mumbai-400 051  
Dist:STP(V)/C. R. 1042/02/05/1300 to  
MOS

(Rs. Three Lacs forty-nine thousand three  
hundred  
only)

INDIA STAMP DUTY MAHARASHTRA  
R.0349300/-P85100  
280 Three Lacs Forty Nine Thousand Three Hundred  
13:28  
SPECIAL ADHESIVE  
JUN 28 2012

No. 104857

खातेदाराची प्रत / Party Copy  
दि नार्थ कॅनरा जी. एस. वी.  
को-ऑप. बँक लि.



**THE NORTH KANARA  
G.S.B. CO-OP BANK LTD**  
(Scheduled Bank)

Govt. of Mah. General Stamp office Licence No.  
D-5/STP(V)/C.R. 1042/02/05/1300-1303 Dt. 22-07-05

शाखा / बांद्रा Br. / BANDRA	दिनांक Date 28/6/12
मुद्रांक शुल्क Stamp Duty	रु. Rs. 3,49,300/-
सेवा जाकारणी शुल्क Service Charges (Incl. Tax)	रु. Rs. 10/-
एकूण Total	रु. Rs. 3,49,310/-

दस्तऐवजांची संख्या / No. of Documents one

अक्षरी रुपये / Amount in words Three lac  
Forty nine thousand three  
hundred ten  
मुद्रांक शुल्क भरणाऱ्याचे नांव व पत्ता hundred ten  
Name & Address of stamp duty paying party  
Rajendra P. Godshalwar

समोरच्या पक्षकाराचे नाव / Name of counter party  
Godshalwar Prasen. Dev

व्यवहाराचा उद्देशाचे कारण / Purpose of transaction  
Government

शुल्काचे स्वरूप / Payment Details:

रोख / डीडी / चेक नं. / Cash / DD / Cheque No. if any 033738

बँकेचे नांव  
Drawn on Bank Union Bank  
शाखा / Branch Mumbai

मुद्रांक केलेले दस्तऐवज देण्यास येताना ही पावती जाणणे आवश्यक आहे. / This counterfoil has to be presented at the time of delivery of stamped documents

रोखपाल  
Cashier

अधिकारिणी रही  
Authorised Signatory

Franking No. 95964



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Road, Andheri (West), Mumbai 400 053, hereinafter collectively referred to as "THE FLAT OWNER" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his heirs, executors, administrators and assigns) of the Other Part.

WHEREAS:

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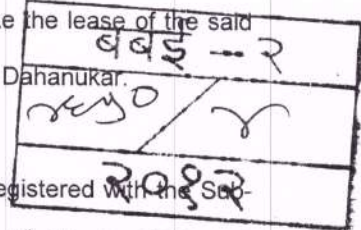
- (a) The Municipal Corporation of the City of Bombay was seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of vacant land bearing Plot No. 120 of Shivaji Park Scheme bearing C.S. No. 1830 of Mahim Division and Collectors Survey No. 1486 (Part) and containing by admeasurement 832 Sq. Yards equivalent to 695.66 Sq. Mtrs. or thereabouts situate, lying and being at Keluskar Road, Shivaji Park, Dadar, Mumbai 400 028 within the Town and Island of Bombay and as more particularly described in the First Schedule hereinafter written (hereinafter referred to as "the said property") having been vested in the corporation by virtue of the provisions of Section 11 of the City of Bombay Municipal Act.
- (b) On or about 25<sup>th</sup> August, 1936, one Nathabhai Gokaldas made an offer to the then Commissioner of Bombay on behalf of the Bombay Municipal Corporation to acquire on lease from the Corporation the said property more particularly described in the schedule hereunder written which was duly accepted and sanctioned by the Improvement Committee of the Bombay Municipal Corporation vide its Resolution No. 342 dated 15<sup>th</sup> September, 1936 and accordingly, the said Nathabhai Gokaldas was put into possession of the said property, for erecting a building thereon.
- (c) The said Nathabhai Gokaldas constructed a building on the said property then named as "Vasant Niwas" (which is now known as "Dev Chhaya") consisting of Ground plus two upper floors and a room on terrace (hereinafter referred to as "the said old building").



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(d) Under an agreement for assignment dated 5<sup>th</sup> May, 1941, registered with the Sub-Registrar of Assurances at Bombay on 4<sup>th</sup> June, 1941 under No. 1966 of Book No. I, and executed between the said Nathabhai Gokaldas of the one part and one Smt. Laxmibai Purushottam Dahanukar of the other part, the said Nathabhai Gokaldas agreed to assign the benefit of his agreement with the Bombay Municipal Corporation as well as the right to take the lease of the said property, in favour of the said Smt. Laxmibai Purushottam Dahanukar.



(e) Under an Indenture of Lease dated 2<sup>nd</sup> January, 1942, registered with the Sub-Registrar of Assurances at Bombay under No. 817 on 5<sup>th</sup> March, 1942, and executed between the Municipal Corporation of the City of Bombay being the Lessor of the first part, the Municipal Commissioner of the second part and the said Smt. Laxmibai Purushottam Dahanukar, being the Lessee of the third part, the Municipal Corporation of City of Bombay demised upon the said Smt. Laxmibai Purushottam Dahanukar the said property and the said old building constructed thereon for a term of 999 years on terms and conditions set out in the said Indenture of Lease.



(f) By and under another Indenture of Lease dated 7<sup>th</sup> March, 1944, registered with the office of the Sub-Registrar of Assurances at Mumbai under Sr. No. 2732 on 17<sup>th</sup> May, 1944 and executed between the Municipal Corporation of the City of Bombay, referred therein as the "Lessors" of the one part and the said Smt. Laxmibai Purshottam Dahanukar, referred therein as the "Lessee" of the second part, the Municipal Corporation of the City of Bombay demised upon the said Smt. Laxmibai Purshottam Dahanukar, the said property more particularly described in the schedule hereunder written along with the said old building constructed by her thereon in perpetuity on terms and conditions set out in the said Indenture of Lease.

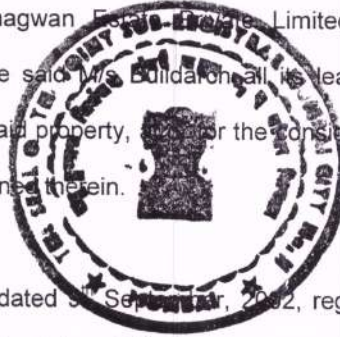
(g) Under a Deed of Assignment dated 23<sup>rd</sup> January, 1979, lodged for registration with the Sub-Registrar at Bombay under Sr. No. 181 of 1979 on 23<sup>rd</sup> January,

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1979 and executed between the said Smt. Laxmibai Purshottam Dahanukar, referred therein as the assignor of the one part and one Bhola Bhagwan Estate Private Limited, referred therein as the assignee of the other part, the said Smt.

Laxmibai Purshottam Dahanukar assigned her leasehold right, title and interest in the said property, including all her right, title and interest in the said old building standing thereon, in favour of the said Bhola Bhagwan Estate Private Limited, at or for consideration and on terms and conditions therein contained.

- (h) Under an Indenture of Assignment dated 26<sup>th</sup> February, 2002, registered with the Sub-Registrar of Assurances at Mumbai under No. BBE-2-860 on 27<sup>th</sup> February, 2002 and executed between the said Bhola Bhagwan Estate Private Limited and one M/s Buildarch, the said Bhola Bhagwan Estate Private Limited have assigned and transferred in favour of the said M/s Buildarch all its leasehold rights, title and interest in respect of the said property, at or for the consideration and subject to terms and conditions contained therein.
- (i) Thereafter under a Deed of Assignment dated 5<sup>th</sup> September, 2002, registered with the Sub Registrar of Assurances at Mumbai on 12<sup>th</sup> September, 2002 under No. BBE - 2- 4686 and executed between the said M/s Buildarch, referred therein as the Assignor of the one part and the Promoter herein, referred therein as the Assignee of the other part and, the said M/s Buildarch has assigned and transferred in favour of the Promoter all its leasehold rights, title and interest in respect of the said property, at or for the consideration and subject to terms and conditions contained therein.
- (j) In the premises aforesaid, the Promoter in his capacity as the Lessee is now seized and possessed of or otherwise well and sufficiently entitled to the said property more particularly described in the schedule hereunder written.
- (k) The building "Devchaya" standing on the said property (earlier known as "Vasant Niwas") (since demolished) (hereinafter referred to as "**the said old building**")



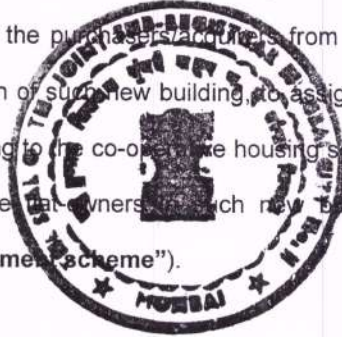
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having been constructed prior to 1<sup>st</sup> September, 1940 was categorized as repaircess structure of "A" category. The said old building was also fully occupied by a number of tenants of the Promoter.

- (l) The Promoter envisaged a scheme for re-development of the said property under the provisions of the MHADA Act, 1976 and DCR 33(7) and Appendix-III of the Development Control Regulations for Greater Bombay, 1991 where under the said old building will be completely demolished and a new multistoried building will be constructed in its place by consuming the entire permissible F.S.I. then available or which will be available during course of construction or even thereafter in respect of the said property, containing adequate number of tenements for re-habilitation of the old eligible occupiers as per the provisions of the MHADA Act and remaining for sale to the purchasers/occupiers from open market and upon completion of construction of such new building, to assign the said property together with such new building to the co-operative housing society that will be formed and registered by the flat owners of such new building (hereinafter referred to the "said redevelopment scheme").
- (m) The said re-development scheme being supported by majority of the eligible occupiers of the said property, the Mumbai Building Repairs & Re-construction Board (M.B.R.&R. Board) constituted under the MHADA Act, 1976 sanctioned proposal of re-development of the said property as per the said redevelopment scheme and issued N.O.C. bearing No. R/NOC/F-1467/4852/MBRRB-06 dated 31<sup>st</sup> August, 2006 in favour of the Promoter in respect thereof (hereinafter referred to as "the MHADA NOC").
- (n) In the premises aforesaid, the Promoter became fully entitled and authorized to carry on development of the said property as per the said redevelopment scheme in his capacity as "NOC Holder" under the MHADA Act.

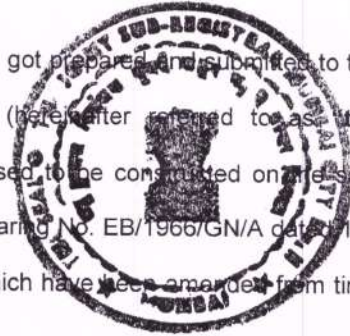


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- (o) The Promoter has entered into a standard agreement with the Architect Shri Unmesh Bholay registered with the Council of Architects (hereinafter referred to as **"the said Architect"**) and such agreement is as per the agreement prescribed by the Council of Architects.
- (p) The Promoter has appointed a Structural Engineer Shri Satish Dhupelia for the preparation of the structural design and drawings of the building and the Promoter shall entrust the professional supervision to the said Structural Engineer generally till the completion of the proposed buildings.
- (q) The Promoter, has through the said Architect, got prepared and submitted to the Municipal Corporation of Greater Mumbai (hereinafter referred to as **"the M.C.G.M."**) plans of the new building proposed to be constructed on the said property and the M.C.G.M. has vide I.O.D. bearing No. EB/1966/GN/A dated 12<sup>th</sup> February, 2007, sanctioned the said plans which have been amended from time to time.
- (r) The M.C.G.M. has also vide its letter bearing No. EEBPC/1966/GN/A dated 9<sup>th</sup> October, 2007 granted Commencement Certificate for commencing construction of the new building proposed to be constructed on the said property.
- (s) The Promoter has demolished the said old building and constructed in its place a building consisting of 02 wings, one by name **"SHAALIN"** having podium + 16 upper floors consisting of tenements for sale in the open market (hereinafter referred to as **"the said New Building"**) and the other by name **"SHAAKUNTAL"** having ground + 6 upper floors consisting of tenement for rehabilitation of occupiers of the said old building.
- (t) The copy of the certificate of title issued by the Attorneys-at-law of the Promoter, copy of the Property Register Card showing the nature of title of the Promoter to the said property, IOD and Commencement Certificate issued by the MCGM and



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floor plan showing specification of the flat agreed to be purchased by the Flat Owner have been annexed hereto and marked as Annexures "A", "B", "C" and "D" respectively.

- (u) While sanctioning the said plans, in respect of redevelopment on the said property, the M.C.G.M. and/or the Government has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Promoter while developing the said property and the said New Building thereon and only upon due observance and performance of which the Completion and Occupation Certificate in respect of the said New Building shall be granted by the M.C.G.M.
- (v) The Flat Owner herein is the sole proprietor of the Promoter, who has invested the entire capital for purchasing the said property and constructing the said New Building thereon.
- (w) The Flat Owner in his capacity as the builder and promoter of the said New Building is desirous to retain for himself a residential tenement being flat bearing No. 1501 admeasuring 915.58 Sq. Ft. (carpet) i.e. 1098.69 Sq. Ft. (built up) equivalent to 102.07 Sq. Mtrs. or thereabouts along with the open terrace admeasuring 507.94 Sq. Ft. adjoining the said flat on the 15<sup>th</sup> floor of the said New Building which is more particularly described in the schedule hereunder written and delineated by red colour boundary lines on the plan thereof annexed hereto as **ANNEXURE "E"** (hereinafter referred to as "**the said Flat**") along with two car parking spaces on the podium at 2<sup>nd</sup> floor of the said New Building as shown by red colour boundary lines on the plan thereof annexed hereto as **ANNEXURE "E-1"** and the number of the said Flat stated thereon (hereinafter referred to as "**the said car parking spaces**") on ownership basis. The said Flat and the said car parking spaces shall hereinafter collectively referred to as "**the said Premises**". The Flat Owner in his capacity as the builder and promoter of the said New Building is further desirous to retain for his own possession,



occupation and use common areas appurtenant to the building which he has not allotted to any other flat owners.

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- (x) It is agreed between the parties that the Flat Owner being the owner of the said property, having invested the entire capital for its purchase and construction of the said New Building thereon, will not be required to pay any consideration amount to the Promoter in respect of the said Premises.
- (y) The Promoter is now executing this agreement in favour of the Flat Owner inter alia conferring upon him ownership of the said Premises as per provisions of the Maharashtra Ownership Flats (Regulation of Promoters of Construction, Sale, Management And Transfer) Act, 1964.



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

**1. Incorporation of recitals**

Statements and representations made by the parties, as enumerated in the recital clauses above form the basis of execution of this Agreement and an integral part thereof.

**2. Development of the said property**

The Promoter has redeveloped the said property bearing Plot No. 120 of Shivaji Park Scheme bearing C.S. No. 1830 of Mahim Division and Collectors Survey No. 1486 (Part) and containing by admeasurement 832 Sq. Yards equivalent to 695.66 Sq. Mtrs. or thereabouts situate, lying and being at Keluskar Road, Shivaji Park, Dadar, Mumbai 400 028 within the Town and Island of Bombay, which has been more particularly described in the First Schedule hereunder written under the provisions of the MHADA Act, 1976 and DCR 33(7) and Appendix-III of the Development Control Regulations for Greater Bombay, 1991 by demolishing the old building "Devchaya" standing thereon and constructed in

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its place a building consisting of 02 wings, one by name "SHAALIN" having podium + 16 upper floors consisting of tenements for sale in the open market (hereinafter referred to as "the said New Building") and the other by name

"SHAAKUNTAL" having ground + 6 upper floors consisting of tenements for rehabilitation of occupiers of the said old building in accordance with plans, designs and specifications approved by the M.C.G.M. and also various permissions, approvals and NOCs granted by the M.H.A. and/or M.C.G.M. and other concerned authorities.



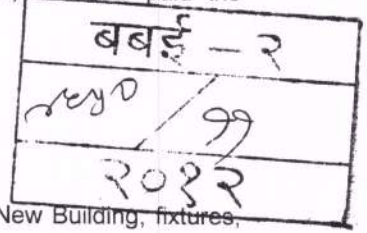
**3. Entrustment of ownership rights to the Flat Owner and consideration**

3.1 The Promoter hereby conveys and transfers in favour of the Flat Owner on ownership basis and the Flat Owner hereby takes and acquires from the Promoter the said Premises comprising of a residential tenement being flat bearing No. 1501 admeasuring 915.58 Sq. Ft. (carpet) i.e. 1098.69 Sq. Ft. (built up) equivalent to 102.07 Sq. Mtrs. or thereabouts along with the open terrace admeasuring 507.94 Sq. Ft. adjoining the said flat on the 15<sup>th</sup> floor of the said New Building which is more particularly described in the schedule hereunder written and delineated by red colour boundary lines on the plan thereof annexed hereto as **Annexure "E"** (hereinafter referred to as "the said Flat") along with two car parking spaces on the podium at 2<sup>nd</sup> floor of the said New Building as shown by red colour boundary lines on the plan thereof annexed hereto as **Annexure "E-1"** and the number of the said Flat stated thereon (hereinafter referred to as "the said car parking spaces") on ownership basis under the provisions of the Maharashtra Ownership Flats (Regulation of Promoters of Construction, Sale, Management And Transfer) Act, 1964.

3.2 The Promoter in consonance with the provision of clause (5.1) below, hereby conveys and transfers to the Flat Owner the Refuge Area on the 14<sup>th</sup> floor of the said New Building admeasuring 1486.83 sq. ft. (carpet) and as more particularly shown with red boundary line on the plan annexed hereto being **Annexure "E-2"** for the specific and exclusive use by the Flat Owner (hereinafter referred to as "the said Refuge Area"). The said Refuge Area shall be delivered to the Flat

Owner in unfinished/raw condition. The Flat Owner shall carry out the finishing and internal work of the said Refuge Area at his costs.

- 3.3 Since the Flat Owner being the Owner and developer/promoter of the said property has invested the entire capital for the purchase thereof and construction of the said New Building thereon, he will not be required to pay any consideration amount to the Promoter in respect of the said Premises and the said Refuge Area. However, for the purpose of stamp duty, the Flat Owner has valued the said Premises and the said Refuge Area at Rs. 69,84,500/- and paid the appropriate stamp duty thereon.



4. **Amenities**

The Promoter shall provide in the said Flat and the said New Building, fixtures, fittings and amenities as set out in **Annexure "F"** hereto.

5. **Allocation of Common area among the flat owners**

- 5.1 In pursuance to unanimous understanding and arrangement arrived by and between all the flat owners, the Promoter has allotted the proportionate share in the common areas of the said Building to some of the flat owners for their specific and exclusive use, excluding however, the said Refuge Area on the 14<sup>th</sup> floor, parking areas on the 2<sup>nd</sup> and 3<sup>rd</sup> floor podium and fire escape lobbies above the 7<sup>th</sup> floor, which have been retained by the Promoter for allotment to the other flat owners for their specific and exclusive use. The flat owners who are allottees of such common area shall be entitled to transfer the right created in their favour along with their flats.
- 5.2 Since the Flat Owner herein has been allotted the said Refuge Area for his specific and exclusive use, he shall bear and pay all taxes, charges and Governmental charges, if any, payable in respect thereof and shall not claim any reimbursement from the Promoter and/or the Co-Operative Society.
- 5.3 The Flat Owner shall be liable to take proper care of the said Refuge Area and for its maintenance and upkeepment, which he shall do at his own costs and expenses.



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5.4 However, if on account of any untoward incident or natural calamity occurring in the said building or in case of emergency necessitating vacation of flats by the respective flat owners/occupants, the Flat Owner will not object to the other flat owners/occupants in the building taking shelter of and/or using the said Refuge Area for their security and safety. Barring such events of exigency, the said Refuge Area will be used exclusively by the Flat Owner.

5.5 The Flat Owner shall not carry out any structural changes in the said Refuge Area and will always be liable to comply with the requirements / conditions of Chief Fire Officer and the D.C. Regulation for Municipal applicable to the said Refuge Area.



6. **Declaration of F.S.I.**

6.1 The Promoter hereby declares that the Floor Space presently approved and availed in respect of the said property is 1721.35 Sq. meters or thereabouts only and that no part of the said Floor Space has been utilized by the Promoter elsewhere for any purpose whatsoever.

6.2 If the said Floor Space Index of the said property found to be utilized by the Promoter elsewhere then the Promoter shall furnish to the Flat Owner all the detailed particulars in respect of such utilization of the said Floor Space Index.

6.3 While developing the said property, if, the Promoter utilizes any Floor Space Index of any other land or property by way of Floating Floor Space Index then the particulars of such Floor Space Index shall be disclosed by the Promoter to the Flat Owner.

6.4 The residual F.A.R. (F.S.I.) in the said property or the layout not consumed will be available to the Promoter only.

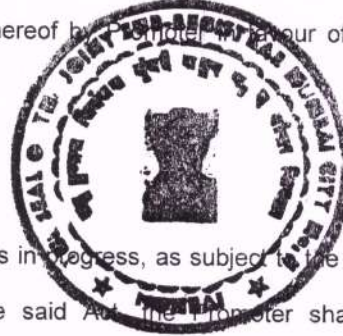
7. **Title clearance**

7.1 The Promoter shall before handing over possession of the said Flat to the Flat Owner and in any event before execution of a Deed of Assignment of the said property in favour of a Co-operative Housing Society or Limited company or any other Corporate body to be formed by the flat owners of flats in the said New Building on the said property (hereinafter referred to as the "**Society/Limited**

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Company") make full and true disclosure of the nature of his title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the same.

7.2 The Promoter shall, before execution of a Deed of Assignment as stated in clause (6.1) herein, as far as practicable ensure that the said property is free from all encumbrances and that the said Promoter has absolute, clear and marketable title to the same so as to enable him to assign to the said Society/Limited Company an absolute, clear and marketable title on the execution of a Deed of Assignment thereof by the Promoter in favour of the said Society/limited Company.



**8. Intimation of possession**

8.1 Construction of the said New Building is in progress, as subject to the events of Force Meajure as set out under the said Act, the Promoter shall deliver possession of the said Flat and the said Car Parking Space to the Flat Owner within 1 month from the date of this agreement.

8.2 The Promoter shall prior to offering possession of the said Flat and the said Car Parking Space obtain Occupation Certificate in respect thereof.

8.3 The Promoter shall issue a written intimation to the Flat Owner intimating them that the said Premises is ready for use and occupation and requiring them to take possession of the said flat within 07 (seven) days from the date of receipt of intimation.

**9. Legal charges & other expenses**

9.1 The Flat Owner shall before taking possession of the said Premises, pay to the Promoter the following amounts:-

Sr. No.	Description of payment	Amount
(a)	Share money and entrance fee of the Society or Limited Company.	Rs. 350/-
(b)	Contribution towards formation and registration of the Co-operative Housing Society/Limited Company/other Body Corporate.	Rs. 5000/-

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(c)	Contribution towards proportionate share of deposits, taxes and other charges payable for the period prior to possession of the said flat and issuance of Occupation Certificate.	Rs. 14,050/-
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	<b>Total</b>	<b>Rs. 20,000/-</b>

- 9.2 In the event of any additional amounts becoming payable in respect of the aforesaid items and/or any amounts becoming payable for any purposes, the Flat Owner shall forthwith on demand pay the same to the Promoter.
- 9.3 The amounts to be deposited by the Flat Owner in pursuance of the provisions of this clause shall not carry any interest nor shall the Promoter be required to give any account of the amount mentioned in this clause.
- 9.4 In the event any security deposit, betterment charges and/or other incidental charges if any are required to be paid in respect of the said property, then the Flat Owner, shall bear and pay the same in proportion to the area of their Flat to the aggregate area of the flats, office etc., in the said new building.
- 9.5 The amount mentioned in clause (8.1) above shall be adjusted towards reimbursement of deposits paid by the Promoter to the MCGM, BEST and other authorities, towards water and electricity charges, municipal rates, taxes, assessments etc. The aforesaid amount is separate from the amounts payable by the Flat Owner under clause (9) below.

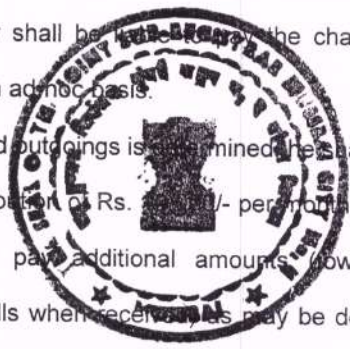
#### 10. Payment of outgoings

- 10.1 Upon expiry of the 7<sup>th</sup> day from the date of receipt of intimation as per clause (7) above (irrespective whether the Flat Owner takes or not possession of the Premises in pursuance to such intimation) or on the Flat Owner taking possession of the said Flat even before issuance of Occupation Certificate by the MCGM for carrying internal work thereof or for any other purpose, his liability to bear and pay the proportionate share of all municipal taxes and maintenance charges shall commence.
- 10.2 Municipal taxes as described above shall include property taxes, water taxes, sewerage taxes, betterment charges etc. as may be levied by the M.C.G.M. and

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the maintenance charges, shall include, without limitation insurance of the said new building, common lights, repairs and salaries of clerk, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the common amenities and facilities that will be provided with respect to the said flat and the said new building (hereinafter referred to as "the said outgoings").

- 10.3 The Flat Owner agrees and undertakes that in the event possession of the said flat is taken by him prior to installation of individual electric meters in respect of the said Flat, then the Flat Owner shall be liable for the charges for the electricity and water consumption on adhoc basis.
- 10.4 Till the Flat Owner's share in the said outgoings is determined, he shall pay to the Promoter provisional monthly contribution of Rs. /- per month towards the said outgoings and shall further pay additional amounts towards actual expenses, on the basis of actual bills when received may be demanded by the Promoter.
- 10.5 The Flat Owner shall pay any additional amounts towards the said outgoings, as and when demanded by the Promoter, without raising any objection or dispute in respect thereof.
- 10.6 The Flat Owner shall pay the said outgoings punctually, regularly and without any default on or before the 10<sup>th</sup> day of each English Calendar month commencing from the month in which the Flat Owner takes possession of the said flat as per clause (9) above.
- 10.7 The Flat Owner shall pay to the Promoter his contribution towards the said outgoings until the Co-operative Housing Society/ Limited Company/any other Body Corporate of tenement owners in the said new building is formed and the said property and the said new building are assigned and transferred to it.
- 10.8 The monthly amount of the said outgoings as contributed by the Flat Owner shall not carry any interest nor shall the Promoter be liable to render account of moneys so deposited with him, in as much as that such account shall be given to the co-operative housing society or limited company or other body corporate formed by the tenement owners in the said New Building.

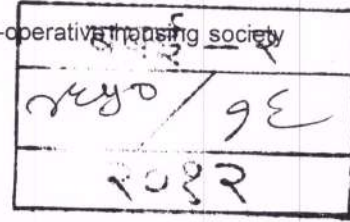


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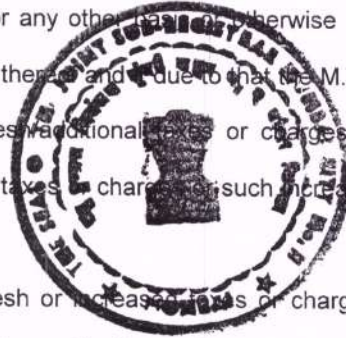


10.9 The Promoter shall, subject to the provisions of section 6 of the Maharashtra Ownership Flats Act, 1963, on execution of a Deed of Assignment of the said property along with the said New Building, pay off the aforesaid deposits (less deductions provided for in this Agreement) to such co-operative housing society or a limited company or any body corporate.



**11. Payment of additional taxes**

11.1 In case the Flat Owner after taking due consent from the Promoter or Co-operative Housing Society or Limited Company as the case may be, gives the said Flat on leave and license basis or any other basis or otherwise parts with possession of the said Flat or any part thereof and due to that the M.C.G.M. or any other authority either imposes fresh/ additional taxes or charges, the Flat Owner shall pay such fresh/ additional taxes or charges or such increased taxes or charges in respect of the said Flat.



11.2 If the Flat Owner fails to pay such fresh or increased taxes or charges to the Promoter or to the M.C.G.M. or any other authority, or the society, as the case may be the Flat Owner shall alone be liable to pay and bear all the costs and consequences whether resulting directly or indirectly from such non-payment.

11.3 If the Promoter is required to pay Service Tax/VAT and/or any other Government levies, duties, taxes etc. as and by way of incidental to this transaction, then the Promoter shall be entitled to recover the same from the Flat Owner and the Flat Owner agrees to pay the same forthwith on demand as may be applicable.

**12. Duty to pay and render accounts**

12.1 If any deposit or payment towards outgoings given to the Promoter by the Flat Owner for any purpose is found to be less than the amount required for the purpose and the Flat Owner is required by the Promoter to pay the amount of difference, then the Flat Owner shall not be entitled to refuse such payment on the ground that other deposit remain unexpended with the Promoter.

12.2 In respect of all payments for which the Promoter is expected to render accounts, such accounts shall be given only to the incorporated body of flat owner in a

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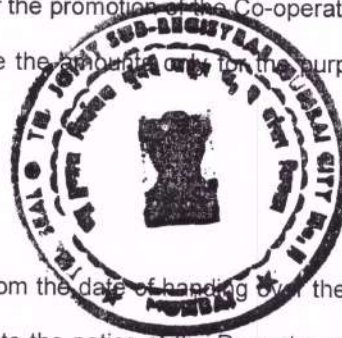
consolidated manner after transfer of the said property together with the said New Building in its favour and not to the Flat Owner individually.

- 12.3 Any excess amount lying with the Promoter shall be passed on to such incorporated body of Flat Owner.

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13. **Maintenance of accounts**

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Flat Owner towards outgoing charges and sums received on account of the share capital for the promotion of the Co-operative Society or a Limited Company and shall utilize the amounts only for the purposes for which they have been received.



14. **Defect liability period**

If within a period of three years from the date of handing over of the said flat to the Flat Owner, the Flat Owner bring to the notice of the Promoter any defect in the said New Building or the material used therein or any unauthorized change in the construction of the said New Building by the Promoter, then, wherever possible, such defects or unauthorized changes shall be rectified by the Promoter at his own cost.

15. **Occupation of the Premises**

After possession of the said Flat and the said Car Parking Spaces is delivered to the Flat Owner they shall use the same or any part thereof at his own risk and the Promoter shall not be in any manner whatsoever responsible or liable for any accident or mishap or injury or damage as may be caused to the person or the property of the Flat Owner or any member of his family or any servant, worker or representative of the Flat Owner while in the said Flat or the said New Building or the compound around it or any part thereof.

16. **Provisions for water supply**

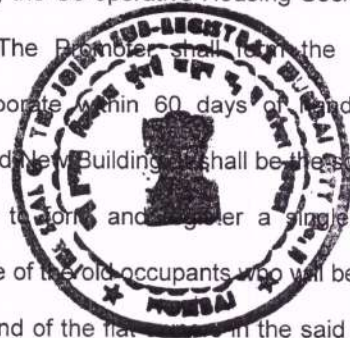
16.1 The Promoter shall till full occupation certificate is issued make arrangement for supply of potable water to all the flat owners in the said New Building on temporary basis. The water supply will be implemented, if necessary, through Agency at the cost of the flat owners.

16.2 The proportionate outgoings in respect of maintenance of water supply shall be borne by the Flat Owner.

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17. **Formation of the Society/Limited Company**

17.1 The Flat Owner herein along with the other flat owners in the said New Building shall join in forming and registering the Co-operative Housing Society or a Body Corporate of such flat owners. The Promoter shall form the Co-Operative Housing Society or a Body Corporate within 60 days of handing over the possession of all the flats in the said New Building. It shall be the sole option and discretion of the Promoter either to form and register a single co-operative housing society or a body corporate of the old occupants who will be rehabilitated in the separate wing "Shakuntal" and of the flat owners in the said New Building or two independent co-operative housing societies or body corporate thereof. However, for better management the Promoter shall endeavor to form two independent co-op societies one of the flat owners in the said New Building "Shaalin" and the other of old occupants in rehab wing "Shakuntal".



17.2 The Flat Owner for the purpose of formation and registration of the Society/Limited Company shall also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society/Limited Company including the bye-laws of the proposed Society or the Memorandum and/or Articles of Association of the Company or Declaration of Apartment, as the case may be and duly fill in, sign and return to the Promoter within ten days of the same being forwarded by the Promoter to the Flat Owner, so as to enable the Promoter to register the organization of the Flat Owner under section 10 of the said Act within the time limit prescribed by rule 8 of the said Act.

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- 17.3 No objection shall be raised by the Flat Owner if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.
- 17.4 The Flat Owner shall be bound to sign from time to time all papers and documents and to do all acts as the Promoter may require them to do for safeguarding the interest of the Promoter and the other flat owners in the said New Building.
- 17.5 The Flat Owner agrees to comply with the above conditions.
- 17.6 The Flat Owner shall ensure that as and when the Promoter shall so require, the Co-operative Society or the Limited Company or other Body Corporate, as the case may be, shall pass the necessary resolutions confirming the right of the Promoter to amalgamate the said property with adjoining property and or on adjoining property carry out the additional development work on the said new building by appointing construction contractors to carry out the additional construction on the said property which is the prime condition of this agreement.

18. **Meeting of expenses for formation Society/Limited Company**  
The Promoter shall utilize the amount under clause (a) and (b) to be paid by the Flat Owner at the time of taking possession of the said Premises for the purpose of meeting all legal costs, expenses and charges, including professional costs of the Advocates of the Promoter in connection with for formation and registration of the Society/Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and assignment of the said property in favour of such Society/Limited Company.

19. **Provisions regarding unsold flats**

- 19.1 Those tenements in the said new building, which may remain unsold on the date of registration of the Society/Limited Company or other Body Corporate will be shown in the name of the Promoter.

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19.2 As and when the Promoter sells such flats to the purchasers thereof, it will be binding upon the Society/Limited Company or other Body Corporate to admit such purchasers as its members and issue Share Certificate in their names.

19.3 It is expressly agreed that the Society/Limited Company or other Body Corporate shall not charge any Transfer Fees for issuance of such Share Certificate.

**20. Execution of a Deed of Assignment**

Unless it is otherwise agreed by and between the parties hereto, the Promoter shall, within six months of registration of the one or more Co-operative Housing Society or the Limited Company or any other Body corporate as the case may be but after all the structures that may have to be constructed on the said property or adjoining property are complete and ready and Occupation Certificate in respect thereof is issued by the M.C.G.M. and only after sale and disposal of all the flats in the floors newly constructed on the said new building and or the proposed new building and after the Promoter has received all the dues payable to him under the terms and conditions of the agreements with the various purchasers of flats including the Flat Owner herein, the Promoter shall execute the requisite documents for transferring the title of the said property and the flats thereon in the name of such Co-operative Housing Society/Limited Company or the Body Corporate as the case may be, if one such Society/Limited Company or Body Corporate is formed or in their joint names, there are two such Societies/Limited Companies/Body corporate and such documents shall be keeping with the terms and provisions of this agreement.



**21. No change of user**

21.1 The Flat Owner shall not use the said Flat at any time as Nursing Home, Maternity Home, Hotel, Lodging House, Restaurant, Liquor Bar, Permit Room, Eating House or Fast Food Shop, and he shall use the car parking space only for the purpose of keeping or parking the vehicle.

21.2 The Flat Owner shall not commit breach of the condition stated in clause ( ) above.

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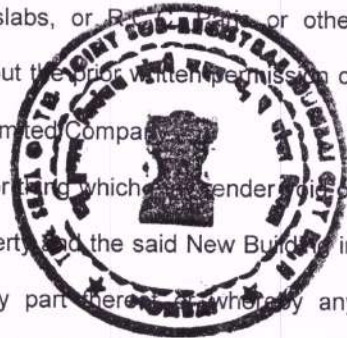
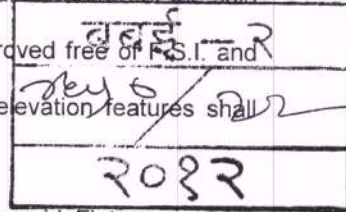
22. **Restrictive covenants**

22.1 The Flat Owner for himself with the intent to bring in all persons, into whose hands the said Flat may come, hereby covenants with the Promoter as follows:

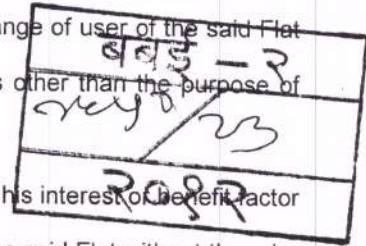
- (a) To maintain the said Flat at his own cost in good tenantable and repaired condition from the date on which possession of the said Flat is taken and not to do or suffer to be done anything in or to the said New Building, which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make additions in or to the building in which the said Flat is situated and/or to the said Flat itself or any part thereof.
- (b) Not to store in the said Flat, any goods which are of hazardous, combustible or of dangerous nature or so heavy to damage the construction or structure of the said New Building in which the said Flat is situated or storage of which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the said New Building in which the said Flat is situated, including entrances of the said New Building or to the said Flat on account of negligence or default of the Flat Owner in this behalf. The Flat Owner shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition state and order in which it was delivered by the Promoter to the Flat Owner and not to do or cause to be done anything in or to the said New Building or the said Flat which may be against the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Owner committing any act in contravention of the above provision, he shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.



- (d) Not to enclose the flowerbeds and/or to make them a part of any room/hall. The Flat Owner has clearly been informed that the flowerbeds have been approved by the M.C.G.M. as an elevation feature of the said new building. These flower beds have been approved free of P.S.I. and cannot be converted as habitable area. These elevation features shall always continue to remain as elevation features.
- (e) Not to demolish or cause to be demolished the said Flat or any part thereof, Not at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, Not to make any alteration in the elevation and outside colour scheme of the said New Building in which the said Flat is situated and to keep the partition walls, sewers, drains, pipes in the said flat and appurtenances thereof in good, tenantable and repaired condition, and in particular, so as to support shelter and protect the other parts of the said New Building in which the said Flat is situated and not to chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. or other structure members in the said Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- (f) Not to do or permit to be done any act or thing which renders void or voidable any insurance of the said property and the said New Building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (g) Not to throw dirt, rubbish, rags, 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 said New Building in which the said Flat is situated.
- (h) To pay to the Promoter within seven days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said Flat is situated.

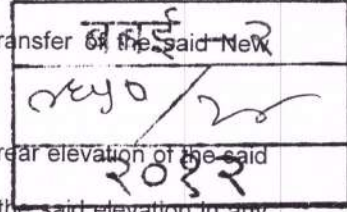


- (i) To bear and pay any increase in local taxes, water charges, insurance and such other levies, if any, which are or may be imposed by the concerned local authority and/or Government and/or other public authority on account of any permitted unauthorized change of user of the said Flat by the Flat Owner viz. user for any purposes other than the purpose of residence.
- (j) Not to let, sub-let, transfer, assign or part with his interest or benefit factor of this Agreement or part with possession of the said Flat without the prior written permission of the Promoter until all the dues payable by the Flat Owner to the Promoter under this Agreement are fully paid up.
- (k) To observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said new building and the said Flat and other flats therein and for the observances and performance of the Building Rules, Regulations and bye-laws for the time being of the concerned local authority and of government and other authorities.
- (l) To observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the said Flat in the said New Building and to pay and discharge regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this Agreement.
- (m) To permit the Promoter and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and the said New Building or any part thereof for the purpose of repairing any part of the said New Building and for laying cables, water covers, fittings, wires and other conveniences for the said New Building and also for repairing, maintaining and servicing the same and other services for the said New Building and also for the purpose of cutting off the supply of water or other services to the flat or any other premises in the said New Building in respect whereof the concerned Flat





Owner or the occupier thereof shall have committed default in payment of his/her share of Municipal rates and taxes, water taxes, electric charges and other outgoings till the assignment and transfer of the said New Building.



- (n) To maintain the front elevation and the side and rear elevation of the said Flat, in the same form and not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Promoter.

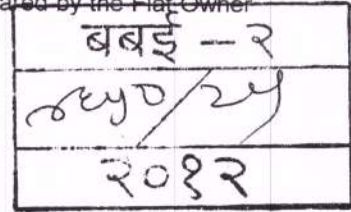
22.2 The Flat Owner hereby agrees to adhere to and abide by the following conditions, while carrying on interior work of the said Flat:

- (a) Not to make use of the lift for carrying any material, goods, articles etc. as well as labour, in or to the said Flat;
- (b) Not to store any material, goods, articles, debris etc. outside the said Flat, in the passages and/or in the open spaces in the compound of the said New Building;
- (c) To dispose of all debris, left-over material, etc. immediately, without any delay and to ensure cleanliness around the said Flat and New Building;
- (d) Not to cause any nuisance and/or annoyance to other occupiers of the said New Building while carrying on interior work;
- (e) Not to carry on interior work after 7:00 p.m. and not to allow the labour to stay overnight in the said Flat;
- (f) To rectify at their costs, damages, if any caused to the lift, staircase, walls or external finished works or any premises in the building etc. while carrying out interior decoration work of the said Flat;
- (g) To pay proportionate charges for the electricity consumed for carrying out interior decoration work, before installation of individual electric meters.



23. **Impartibility of the said Flat**

The Flat Owner shall, at no time, demand partition of his interest in the said New Building and/or the said property it being agreed and declared by the Flat Owner that his interest in the said property is impartiable.



24. **Care of the premises**

- 24.1 The Flat Owner shall maintain at his own costs the said Flat in the good condition.
- 24.2 The Flat Owner shall obey all the bye-laws, rules and regulations of the Government, M.C.G.M., the BEST Undertaking.

25. **Protective clause**

The Flat Owner shall not without prior permission of the Promoter grow any trees or plants in the land appurtenant to the said New Building or keep any flower pots or other plants in the passages, staircases, common terraces and other open spaces of the said New Building or on balcony, projections or hanging on balconies.



26. **Insurance**

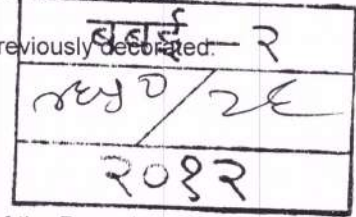
- 26.1 The Flat Owner shall insure and keep insured the said Flat against loss or damages by fire in the full value thereof.
- 26.2 The Flat Owner shall, whenever required, produce to the Promoter the policy of such insurance and the receipt for the same.
- 26.3 If the said Flat is damaged or destroyed by fire, then as soon as reasonably practical, the Flat Owner shall layout the insurance company in repairing or re-building or re-instating the said Flat.
- 26.4 If the Promoter/Society or Limited Company insures the said Flat, then the Flat Owner shall reimburse the Promoter with the proportionate share of the insurance premium.

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27. **Preservation of the exterior**

The Flat Owner shall not decorate the exterior of the said Flat otherwise than in manner agreed with the Promoter and/or the Society or Limited Company or in the manner as near as may be in which the same as was previously decorated.

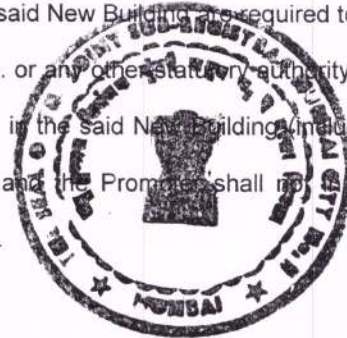


28. **Restrictions on additions/alterations**

The Flat Owner shall not, without prior written permission of the Promoter, at any time demolish or cause to be demolished the said Flat or any part thereof or make or cause to be made any addition or alternation of whatever nature to the said Flat or any part thereof nor any alteration in the elevation and outside colour scheme of the said Flat.

29. **Compliance of the statutes**

After possession of the said flat is handed over to the Flat Owner if any additions or alterations in or about or in relation to the said New Building are required to be carried out by the Government, the M.C.G.M. or any other statutory authority the same shall be carried out by the flat owners in the said New Building (including the Flat Owner herein) at their own costs and the Promoter shall in any manner be liable or responsible for the same.



30. **Execution of documents**

The Flat Owner and the person to whom the said flat is transferred, assigned or given possession of shall from time to time sign all application, papers and documents and do all such acts, deeds and things as the Promoter and/or the said incorporated body of the flat owners may require for safeguarding the interest of the Promoter and/or the other flat owners in the said New Building.

31. **Prorogatory right of the Promoter**

The Promoter shall be entitled to sell the flats in the said new building for the purpose of using the same as dispensaries, nursing homes, maternity homes or for residential or commercial user and/or any other user that may be permitted by

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A handwritten signature in black ink, appearing to be 'Godshalwar Project Consultants &amp; Developers'.

the local authority and other authorities in that behalf and the Flat Owner or their assignee or assignees shall not object at any time in future to such user of the flats by the respective Flat Owner thereof or assignee or assignees.

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**32. Promoter's authority & control**

In the event of the incorporated body of the flat owners in the said New Building being formed and registered before the sale and disposal by the Promoter of all the flats/premises in the said New Building, the power and the authority of the incorporated body of the flat owners shall be subject to the overall authority and control of the Promoter over any or all of the matter concerning the said New Building and the completion thereof and all amenities appertaining to the same and in particular the Promoter shall have absolute authority and control as regards the unsold flats and the disposal thereof.

**33. Special conditions**

33.1 If at any time prior to or even after the execution of the Deed of assignment of the said property in favour of the Society or Limited Company or other Corporate Body as the case may be, the F.S.I. at present applicable to the said property is increased, such increase shall endure for the benefit of the Promoter alone without any rebate to the Flat Owner.



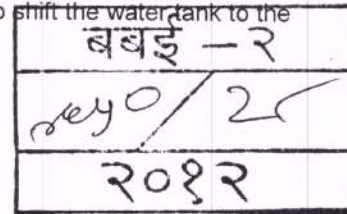
33.2 For consumption of the additional FSI, the Promoter shall be entitled to appoint contractors to construct additional floors on the said New Building, in accordance with the revised plans that will be submitted to the M.C.G.M. for approval.

33.3 The Promoter intends to exploit the full potential of the said property. The Promoter if permitted by the M.C.G.M., shall utilize the further F.S.I. which he may obtain (by purchasing the Development Right Certificates - Appendix VII of the D.C. Regulation 1991) and/or by virtue of new enactment and/or amendment/ modification to the existing law, and/or any rules/regulations/schemes etc.

33.4 While undertaking the further development as stated hereinabove after putting the Flat Owner into possession of the said Flat, the Promoter shall endeavour to see that minimum inconvenience, noise, irritation or nuisance is caused to the

Flat Owner. However, the Flat Owner agrees to bear the said inconvenience, noise, irritation or nuisance when the same causes to him.

- 33.5 In the event the Promoter undertaking the further development on the said New Building and selling the flats constructed therein or letting them out, he will be entitled to connect electric, water, sanitary and drainage and also put up lifts for the additional floor/s at his own costs. The Promoter/his transferors / tenants/ occupants of the said additional floor/s shall have the right to use the said lift, staircase, approach roads and other common amenities of the building in the same manner as if the said additional floor/s were constructed along with the said new building. The Promoter will also be entitled to shift the water tank to the terrace of the upper floors when so constructed.



34. **Negative covenants**

- 34.1 Nothing contained in this Agreement is intended to construe as grant, demise or assignment in law of the said Flat or of the said property and said New Building or any part thereof.
- 34.2 The Flat Owner shall have no claim save and except in respect of the said Flat.
- 34.3 Subject to provisions of Clause (33.5) below, all open spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said property and the said New Building are transferred to the Society/Limited Company as hereinabove mentioned.
- 34.4 The right of the Promoter of further development on the said property is an integral part of this contract and the entrustment of ownership of the said Flat to the Flat Owner and the Flat Owner will not in any manner object to the Promoter for such further development on the said property.
- 34.5 The Promoter shall be entitled to display permanently the logo of its firm at such prominent places, including the terrace and/or entrance gate of the said New Building, as the Promoter may in his absolute discretion deems fit and for the purpose shall have free access to such portion of the said New Building where the logo will be displayed. The incorporated body of the flat owners shall maintain such boards in good and presentable condition forever and the Promoter shall



have right to initiate appropriate legal action against any individual flat owner or incorporated body of the flat owners if they commit breach of the above condition.

35. **Address for communication**

All notices to be served on the Flat Owner as contemplated by this Agreement shall be deemed to have been duly served if send to the Flat Owner by Registered post A.D./Under Certificate of Posting of his address specified below;

**Rajendra Pundlikrao Godshalwar**  
B-101, Amaltas Co-operative Housing Society Limited,  
Juhu Varsova Link Road,  
Andheri (West),  
Mumbai 400 053.

बवई - २
२५०/२८
२०१२

36. **Change in address**

36.1 In case of any change in address, the Flat Owner shall forthwith notify the same to the Promoter in writing.

36.2 If the Flat Owner commits any default in communicating his address, the Flat Owner alone will responsible for non-receipt of any communication from the Promoter and any such communication shall be deemed to be received by the Flat Owner.



37. **Applicability of the M.O.F. Act, 1963**

This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 and the rules made there under.

38. **Right to receive compensation**

If prior to execution of a Deed of Assignment of the said property by the Promoter in favour of the Society or Limited Company as the case may be, the said property or any part thereof is required or notified to be acquired by the Government or the M.C.G.M., then in that event subject to the rights of the Flat Owner as provided herein, the Promoter shall be entitled to receive all

compensation in respect thereof and/or to use the F.S.I. or any other concessions or benefits in lieu of compensation for acquisition and if taking advantage thereof the Promoter makes any additional construction, the Promoter solely shall be entitled to deal with or dispose of the same and appropriate the sale proceeds or other considerations received for the same and the Flat Owner shall not be entitled to raise any objection whatsoever or to claim any compensation or damage on the ground of disturbance or inconvenience or any other ground whatsoever.

बर्ष - २
२५० / ३०
२०२२

39. **Stamp Duty & Registration Charges**

The Stamp Duty and Registration Charges of and incidental to this Agreement shall be borne and paid by the Flat Owner.

40. **Conclusiveness**

40.1 This agreement records the entire understanding arrived at between the Promoter and the Flat Owner and supercedes all earlier writings, documents, letters signed and/or exchanged between them in respect of the premises in the said old building including the said Premises.



40.2 Any amendments/alterations to the covenants of this agreement shall be valid and binding only if the same is made in writing and signed by both the parties.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

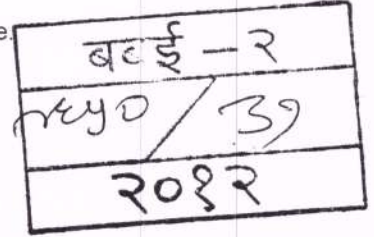
ALL THAT piece of land bearing Plot No. 120 of Shivaji Park Scheme bearing C.S. No. 1830 of Mahim Division and Collectors Survey No. 1486(Part) and containing by admeasurement 832 Sq. Yards equivalent to 695.66 Sq. Mtrs. or thereabouts together with a building by name "Dev Chhaya" consisting of ground plus two upper floors situate, lying and being at Keluskar Road, Shivaji Park, Dadar, Mumbai 400 028 and bounded as under :-

On or towards the North : By 80 Ft. wide Keluskar Road.

On or towards the East : By Plot No. 121 of Shivaji Park Scheme.

On or towards the South : By Plot No. 113 of Shivaji Park Scheme.

On or towards the West : By 40 feet.



THE SECOND SCHEDULE ABOVE REFERRED TO

FLAT NO. bearing No. 1501 admeasuring 915.58 Sq. Ft. (carpet) i.e. 1098.69 Sq. Ft. (built up) equivalent to 102.7 Sq. Mtrs. or thereabouts along with the open terrace admeasuring 507.94 Sq. Ft. adjoining the said flat on the 15<sup>th</sup> floor of the building "SHAALIN" on the property bearing Plot No. 120 of Shivaji Park Scheme bearing C.S. No. 1830 of Mahim Division and Collectors Survey No. 1486 (Part) and containing by admeasurement 832 Sq. Yards equivalent to 695.66 Sq. Mtrs. or thereabouts lying and being at Keluskar Road, Shivaji Park, Dadar, Mumbai 400 028 in the Registration District of Greater Mumbai City and two car parking spaces on the podium at 2<sup>nd</sup> floor of the said building "Shaalini".



बबई - २
<i>[Handwritten Signature]</i>
२०१२

SIGNED SEALED AND DELIVERED

by the within named "Promoter"

M/S GODSHALWAR PROJECT CONSULTANTS )

For GODSHALWAR PROJECT CONSULTANTS AND DEVELOPERS

& DEVELOPERS through its sole proprietor )

RAJENDRA PUNDLIKRAO GODSHALWAR )

*[Handwritten Signature]*  
PROPRIETOR

in the presence of ... )

- 1.
- 2.



SIGNED SEALED AND DELIVERED )

By the within named "FLAT OWNER"

RAJENDRA PUNDLIKRAO GODSHALWAR )

*[Handwritten Signature]*

in the presence of ... )

- 1.
- 2.





30/06/2012

दुय्यम निबंधकः

4:29:25 pm

मुंबई शहर 2 (वरळी)





दस्त गोषवारा भाग-1

बवड्ड2

दस्त क्र 4650/2012

दस्ता क्रमांक : 4650/2012

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाम: राजेंद्र पुंडलिकराव गोडशालवार . पत्ता: घर/फ्लॅट नं: बी 101 अमलतास को ऑ गल्ली/रस्ता: जुहू वसोवा लिक रोड ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: अंधेरी प शहर/गाव: मुं तालुका: - ि	लिहून देणार वय - सही		
2	नाम: गोडशालवार प्रोजेक्ट कन्सल्टंट व डेव्हलपर्स चे मालक राजेंद्र पुंडलिकराव गोडशालवार . . पत्ता: घर/फ्लॅट नं: श्री अपार्टमेंट गल्ली/रस्ता: डॉ एम बी राजत रोड ईमारतीचे नाव: - ईमारत नं: - ये	लिहून देणार वय - सही		





दस्त गोषवारा भाग - 2

बबइ2

दस्त क्रमांक (4650/2012)

EE

दस्त क्र. [बबइ2-4650-2012] चा गोषवारा  
बाजार मुख्य :3792500 मोबदला 0 भरलेले मुद्रांक शुल्क : 349300

पावती क्र.:4707 दिनांक:30/06/2012  
पावतीचे वर्णन  
नांव: राजेंद्र पुंडलिकराव गोडशलवार .

दस्त हजर केल्याचा दिनांक :30/06/2012 04:25 PM  
निष्पादनाचा दिनांक : 30/06/2012  
दस्त हजर करणा-याची सही :

*[Handwritten Signature]*

30000 :नोंदणी फी  
1320 :नक्कल (अ. 11(1)), पृष्ठांकनाची  
नक्कल (आ. 11(2)),  
रुजयात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

31320: एकूण

द. निबंधकाची सही, मुंबई शहर 2 (वरळी)

दस्ताचा प्रकार :25) करारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 30/06/2012 04:25 PM  
शिकका क्र. 2 ची वेळ : (फी) 30/06/2012 04:28 PM  
शिकका क्र. 3 ची वेळ : (कबुली) 30/06/2012 04:29 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 30/06/2012 04:29 PM

दस्त नोंद केल्याचा दिनांक : 30/06/2012 04:29 PM

ओळख :  
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,  
व त्यांची ओळख पटवितात.

1) श्याम बेंद्रे , घर/फ्लॅट नं: श्री अपार्टमेंट  
गल्ली/रस्ता: डॉ एम बी राजत रोड  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेठ/वसाहत: दादर  
शहर/गाव: मुं  
तालुका: -  
पिन: 28

*[Handwritten Signature]*



2) सागर सावंत , घर/फ्लॅट नं: वरीलप्रमाणे  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेठ/वसाहत: -  
शहर/गाव:-  
तालुका: -  
पिन: -

*[Handwritten Signature]*



द. निबंधकाची सही  
मुंबई शहर 2 (वरळी)



प्रमाणित करणेत येते की EE पाने आहेत  
दस्तामध्ये एकूण पुस्तकक्रमांक १, बबई-२/२६५०/२०१२  
नोंदला  
दिनांक 30.06.2012

सह. दुय्यम निबंधक मुंबई शहर-२