

5810

11)  
No 39/50/-



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M.L. Treasury Officer  
Thane

- 2 NOV 1996

AGREEMENT

ARTICLES OF THIS AGREEMENT made *Thane* .....

*And*  
*RBS*  
on this.....*3.3.96* day of *NOVEMBER* 1996 BETWEEN  
M/s. SHEETAL CONSTRUCTION, a partner firm, having  
its office/ place of business at 2, Durgawari, Opp.Civil  
Hospital, Tembhi Naka, Thane through its Partner Shri.  
*RBS*  
*And*  
*RBS*  
RASIK BURABHAI SHAH, age 35 years, ..... Years, OCC-

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at on business residing at Dhobi Ali, Tembhi Naka,  
hane 400 603 hereinafter referred to as the 'DEVELOPER'  
(which expression shall unless it be otherwise repugnant  
to the context or meaning thereof be deemed to mean  
and include their heirs, executors, survivor or survivors

administrators and assigns) the FIRST PART AND

hereinafter referred to as the TRUSTEE (which expression

Mrs. Rajni Anil Dawda Age - 40 years

Mr. Anil Dworkadas Dawda Age - 41 years

shall unless it be otherwise repugnant to the context or

meaning thereof be deemed to mean and include his heirs

executors, administrators and representatives and assigns)

of the SECOND PART.

WHEREAS M/S. Sai Constructions, having their office  
at Opp. Vaidya & Co. Station Road, Thane, comprising of  
5, Partners i.e. (1) Shri. Anant Laxman Bhoir (2) SMT.  
Rama N. Barot (3) Shri. Ramanlal Barot (4) Shri. Shivubhai  
Chaudhari and (5) Shri. Nenasai Juthalal Boricha were the  
owners of all THAT property viz. all that the piece or  
parcel of land or ground bearing Tikka No.22, City Survey  
No. 20 - F admeasuring about 391 4/9 sq. equivalent to  
227.30 sq.

with structure standing thereon comprising of ground

plus two floors popularly known as GURUKRUPA BUILDING

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situate lying and being at Ramwadi, Naupada, Thane in Taluka and Sub Registration District Thane, Registration and District Thane within the limits of Thane Municipal Corporation and more particularly described in the First Schedule hereunder written hereinafter called as the said Property'.

AND WHEREAS by an Agreement for sale Deed dated 5th August 94 executed between M/S. Sai Construction and its five partners on the one hand and M/S. SHEETAL CONSTRUCTIONS the Developers herein on the other hand the said M/S. Sai Construction has agreed to sell to the developers herein the said land described in the First Schedule hereunder written and the Developers herein agreed to purchase the said land with a view to developing it by construction thereon a building of dwelling units and other units according to plan thereof sanctioned by Thane Municipal Corporation.

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AND WHEREAS under one of the terms of the said Agreement for sale Deed dated 5th August 94, the Developers herein have been put in possession of the said land AND WHEREAS the Developers have entered upon

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and taken possession of the said land with a view to flats/shops/garages.

AND WHEREAS the plan of the said proposed building prepared by the Promoter's Architect *Jadhav*..... *R.B.S.*  
..... has been approved/sanctioned by Thane Municipal Corporation vide their letter No. V.P. ....dated.....

AND WHEREAS the Developers by virtue of the terms contained in the said Agreement have become entitled to commence work of construction of a building according to plan thereof sanctioned by Thane Municipal Corporation vide their letter No. V.P. dated.

AND WHEREAS the developers by virtue of the terms contained in the said Agreement have become entitled to commence work of construction of a building according to plan thereof sanctioned by Thane Municipal Corporation and according to certain conditions *R.B.S.* restrictions and stipulations laid down by the said planning Authority which are to be observed and performed by the Developers.

AND WHEREAS the Developers are presently

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constructing of the said land the building consisting of flats in accordance with the aforesaid sanctioned plan and WHEREAS by virtue of the above said Agreement the Developers have the sole, absolute and exclusive right to sell the said flats to prospective purchasers.

AND WHEREAS the developers have offered for sale the various flats in the said proposed building that are now under construction to prospective buyers who are to be flat purchasers AND WHEREAS the purchasers on coming to know that the various flats under construction are offered for sale expressed his/her desire to purchase and/or acquire on ownership basis one flat being flat/~~shop~~/garage No.....702..... on the 7th floor of the building which flat is to have a Built up area of.....600.....sq.ft. and all the amenities fitting and fixtures as mentioned and more particularly described in the Second Schedule (amenities and specifications) hereunder written AND WHEREAS the price and/or consideration of the said flat is agreed to be Rs. 6,00,000/- (Rupees Six Lacs ..only.....only) excluding the other charges and expenses mentioned in the various other clauses of this Agreement.

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AND WHEREAS upon the request by the purchaser, the Developers have made a full and true disclosure of the nature of their title to the said land on which the proposed building is being constructed and have also given the purchaser inspection of the plans and specifications of the said proposed building.

AND WHEREAS the copies of certificates of the title of the said land by Shri.....*m.w. oak*.....

Advocate of the Developers, copies of the property card or extract of VII-XII or any other relevant documents showing the nature of the title of the said land and the copies of the plans and specifications approved by the Thane Municipal Corporation and other documents which are required to be given under rule 4 of the Maharashtra Ownership of Flats Act 1963 have been annexed hereto and marked as Annexure 'A' 'B' and 'C' respectively. AND WHEREAS PRIOR TO making applications for purchase of flat as aforesaid the purchaser has made a declaration as required by the provisions of Maharashtra Co-operative Societies Act, 1960 or Urban Land Ceiling and Regulation) Act 1976 to the effect that neither he/she not the members of his/her family that neither he/she not the members of his/her family own a tenement house or building within the limits

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of Thane.

AND WHEREAS the purchasers has been informed by the Developers and therefore knwo that they have offered for sell all the respective flats in the building under construction or to be constructed on the said land to different purchasers and that they executed Agreement for Sale of the flat with a clear out understanding to he purchasers thereof that the purchasers who are taking the said flats in forming a co-operative Housing Society and be a member thereof.

AND WHEREAS the Developers agree to sell to the purchasers and the purchasers agrees to purchase/acquire the said abovementiined flat upon the terms and conditions hereinafter appearing.

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

1. The developers shall construct the above proposed building as mentioned hereinabove in accordance with the plans, specifications designs thereof sanctioned and approved by the condemned planning Authority (Thane Municipal Corporation ) with such variations and modifications as the Developers deem

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necessary and proper and as per the requirements and directions of the planning Authority or Body. PROVIDED THAT the developers shall have to obtain prior consent of the purchaser in respect of such variations or modifications which may adversely affect the flat of the purchaser.

2. The Developers hereby agree to observe, perform and comply with all the terms, conditions stipulations and restrictions, if any, which may have been imposed by the concerned planning Authority at the time of sanctioning the said plan or thereafter and may before handing over possession of the said flat to the purchaser, obtain from the concerned local authority occupation and/or completion certificate in respect of the said flat.

3. The purchaser hereby agrees to purchase and/or acquire from the Developers and the Developers hereby agree to sell to the purchaser flat No. ....702... on the.....7th..... floor of the building now under construction and more particularly described in the floor plan thereof hereto annexed and marked Annexure 'D'

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hereto annexed and marked Annexure 'D'

(hereinafter called the 'SAID FLAT') for a total consideration of Rs. 6,00,000/- (Rs. Six Lakh.....only) to be paid by

the purchaser to the Developers in the following manner that is to pay :-

- a) Rs. 51,000/- (Rupees Fifty one Thousand.....only)

of the total amount of consideration to be paid to the Developers by the purchaser on or before the execution of these presents as Earnest Money or Deposit (the payment and receipt whereof the Developers do hereby admit and acknowledge).

- b) Rs. 2,10,000/- (Rs. Two Lac Ten Thousand.....only)

of the total amount of consideration after the slab of the ground floor is cast.

- c) Rs. .... (Rs. ....only)

of the total amount of consideration to be paid after the slab of the

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d) Rs. 1,00,000/- (Rs. one lac only)

of the total amount of consideration to be paid after the slab of the second floor is cast.

e) Rs. ..../- (Rs. .... only)

of the total amount of consideration to be paid after the slab of the Third Floor is cast.

f) Rs. ..../- (Rs. .... only)

of the total amount of consideration to be paid after the work of brick masonry is complete.

g) Rs. ..../- (Rs. .... only)

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of the total amount of consideration to be paid after the work is of internal and external plaster of the wall is done.

h) Rs. 2,39,000/- (Rupees Two lac thirty nine thousand only)

a Balance amount of consideration

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to be paid to the Developers at  
the time off possession of the  
flat is given to the purchaser.

4. The purchaser agrees that he shall pay up each of the installments hereinabove indicated on time as agreed and shall not commit any default. It is agreed that at each of the prescribed stages of construction is fixed in the clause 3 of this Agreement, when any installment become due, the Developers shall make the demand of the due installments in writing and the purchaser shall make the payments in writing and the purchaser shall make the payments to the Developers at their office within 7 days of receipt of which a written communications. The purchasers agrees that his failure to pay the agreed installments on demand within the period of 7 days as stipulated herein above shall be treated as a default on the part of the purchaser in which event the Developers shall have option to recind the present agreement which if exercised shall bring the present shall be entitled to the refund of the money paid by him

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after deductions therfrom if any.

Provided always that the option or right of the Developers hereinbefore contained of rescinded this agreement shall not be exercised by the Developers unless and until the purchasers is given a fifteen days prior notice in writing by the Developers of their intention to terminate this Agreement mentioning therein specific breach or breaches of terms and conditions of this Agreement and default on the part of purchaser in payment of the amounts of installments and other outgoings and after giving opportunity to remedy such breach or breaches of terms and conditions of this Agreement and default on the part of the purchaser in payment of the amounts of nstallments and other outgoings and after giving opportunity to remedy such breach or breaches within a reasonable time of fefteen days from the date of the receipt of the notice by the purchaser.

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5. The purchaser agrees that he shall not claim a refund of his money immediately and shall be entitled to a refund only after a fresh booking of

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the said flat by the Developers. The Developers agree that in case the present agreement is rescinded by them under this clause, they shall repay the purchaser his money on fresh booking of the said flat.

It is hereby agreed that after the present Agreement is rescinded for reasons stated in this clause, the developers, shall have the right to book the said flat again to others and the purchasers herein shall have no claim whatsoever to and/or over the said flat.

After fresh booking of the said flat, the Developers shall inform the purchasers ( who has committed a default ) about the time and place to receive back his money.

6. It the Developers elect not to exercise their option of rescinding the present Agreement on account of any default committed by the purchaser as contemplated by Clause No.4 of this Agreement the purchaser agrees to pay the Developers interest at the rate of 9% per annum on all the amounts which become due and payable by the

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purchaser to the developers under the terms of this Agreement from the date of the said amounts become payable.

7. It is agreed that the purchaser shall give possession of the above said flat to the purchaser within ..... months i.e. on or before..... provided the purchaser has paid to the developers the entire agreed amount of consideration and has made all the payments of dues and deposits and had performed his part of the Agreement and nothing further remains to be done on his part.

If the Developers fail or neglect to give possession of the flat by the date specified or on any further date of the dates agreed to by the parties , the developers shall be liable on demand (but without prejudice to any other remedies to which they may be liable) to refund to the purchaser the amount already received by the Developers in respect of the flat with simple interest at nine percent per annum thereon from the date, the developers received the sums till the date the amounts and interest therein shall be a charge on the land in which the flat is or was to be constructed to the extent of the amount due, but

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subject to any prior encumbrances.

It is agreed that for want of cement and any other building material or for any other reason or reasons which is beyond the control of the Developers and that in the event if handing over of the possession of the said flat is delayed, the purchaser shall not be entitled to hold the developers responsible and/or liable in that behalf.

8. The purchaser shall take possession of the said flat within 7 days of the Developers giving written notice to the purchaser intimating that the said flat is ready for due user and occupation.

9. Besides the amounts of installments of the agreed consideration as stipulated in clause 3 of this agreement, the purchaser shall also pay and keep deposited with the developers on demand and the following amounts :-

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a) Rs.....260/-

(Rs. *Two hundred sixty*.....)

only as share money)

b) Rs...../-

(Rs.....)

only) as share money.

इतर फीची अनुसूची

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१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. रुजवात फी.
३. फाईल करण्याची फी.  
अनुच्छेद अकरा अन्वये.  
अनुच्छेद वीस अन्वये.
४. मुखत्यारनामा अनुप्रमाणन.
५. गृहभेट फी.
६. सुरक्षित ताबा फी.
७. मोहोरबंद पाकिटांचा निक्षेप.
८. मोहोरबंद पाकिटे लघडणे.
९. मोहोरबंद पाकिटे परत मागे घेणे.
१०. अडत.
११. परिचारिका किंवा स्त्री परिचाराची सेवा.
१२. न्युन आकारित फीची वसुली.
१३. जड संग्रहाच्या वस्तूंच्या विक्रीचे उत्पन्न.
१४. विलेख इ. च्या नकला पाठविण्याचा टपाल खर्च.
१५. प्रवास खर्च.
१६. भत्ता.

R. A. Dawda

for [Signature]  
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दुय्यम निबंधक

दस्तऐवज परत केला.



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c) Rs. 3600/-

(Rs. Three thousand six hundred only) as Security Deposit for the due payment of his proportionate share of the outgoings in accordance with the clause to of this Agreement.

d) Rs. 8000/-

(Rs. Eight thousand only) as expenses for electric installation and meter connection.

e) Rs. 1500/-

(Rs. one thousand five hundred only) towards legal charges.

f) Rs. 2500/-

(Rs. Two thousand five hundred only) towards the expenses for formation and registration of a Co-operative Housing Society.

10.a.) Commencing a week after notice in writing is given by the Developers to the purchaser that the said flat is ready for use and occupation, the purchaser shall pay regularly and punctually, whether demanded or not, at all times, his proportionate share i.e. in proportion to the floor area of the flat) on the basis of Municipal And Revenue Assessment in respect of the said Flat, of all outgoings such as rates, taxes, cesses, dues, duties, impositions, insurance premium, maintenance charge, charges for common lights and

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repairs, salaries of employees such as, clerks, bill collectors, chowkidars, sweepers of the proposed Co.Operative Housing Society and all other expenses of and incidental to the management and the maintenance of the said building. The Purchaser agrees that he shall pay his proportionate water and electricity charges whether whether demanded or not.

- b) It is agreed that so long as the proposed Society of all the flat holders in the said building is not registered and so long as the property ( i.e. the said land with building thereon ) is not conveyed to it. The Purchaser shall pay to the Developers such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Developer provisionally Rs. 300/- (Rupees Three hundred only) every month towards the aforesaid outgoings as his monthly contribution. c) The Purchaser to pay to the Developers his proportionate by the Developers and the provisional on or before the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

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with formation of the said Society, limited Company preparing its rules , regulations and by-laws and the cost of preparing and engrossing this Agreement and the Convyenace on sale.

12. The purchaser hereby agrees that in the event of any amount payable by the way of premium or otherwise to the Municipal Authority or the State Government or any other public Body or authority as betterment charges or development tax or any other taxes or payment of a similar nature becoming payable by the Developers or if any sums towards outgoing mentioned in clause No.10(a) are paid by the Developers, the same shall be reimbursed by the purchasers to the developers in proportion to the area of flat agreed to be purchased by the purchaser and in determining such amount the decision of the Developers shall be conclusive and binding upon the purchaser.

13. The developers shall, in respect of any amount not paid by the purchaser under the terms and conditions of this Agreement, have a first lien and charges on the said flat agreed to be acquired by the purchaser.

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14. It is agreed that the purchaser along with other purchasers of the flats in the said building shall join in forming and registering the society or a

Limited Company to be known by such name as the developers may decide and for this purpose also from time to time sign and execute the application for registration and membership and all the necessary papers and documents required for the purpose of formation and/or registration of a Co-operative Society and for becoming a member thereof including the bye-laws of the Proposed society and duly fill in, sign and return to the to the Developers (within 7 days of the same being forwarded by the Developers to the Purchaser so as to enable the developers to register the organisation of the purchasers of the flats in the said building under Sec. 10 of the Maharashtra Ownership Flat Act 1963 within the time limit prescribed by rule 8 of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, sale, management and transfer) Rule, 1964 and all shall be a member of the said society. No. Objection shall be taken by the purchaser if any change or modification 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

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Companies as the case may be or any other competent Authority.

It is agreed that the execution of the co-operative society as hereinabove mentioned and ~~xxx~~ on receipt by the developers of the full consideration money fixed for all the flats, the developers shall take all necessary steps to complete their title and convey to the co-operative society their rights, title and interest in the said land and building thereon and execute all relevant documents therefore in accordance with the terms of this agreement. The developers shall procure the conveyance of the said land, hereditaments with building thereon in favour of the co-operative society of all the flat holders in the said building within four months of the registration thereof or within such period which may be agreed upon between the parties.

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The purchaser doth hereby covenant with the Developers as follows :-

- a) The purchaser shall from the date of possession maintain the said flat at his own costs in a good and tenable repair and condition and shall not do or suffer to be done anything in or to the said building or

the said flat staircase or any passages which may be against the rule regulations or bye-laws of any concerned local authority or bye-laws of the Government nor shall the purchaser change, alter or make additions in or to the said flat or to the building or any part thereof. The purchaser shall be responsible for any breach of the provisions.

- b) The purchaser shall not 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 be the concerned Local Authority or other authority and shall not carry or cause to be carried heavy packages on upper floors which may be damage or likely to damage the staircase, common passages or any other structures of the building in which the flat is situated, of the including 'entrances' of the building in which the flat is situated and in case any damage is caused to the building in which the flat

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is situated or to the flat on account of negligence or default of the purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.

- c) The purchaser shall at his own cost, carry all internal repairs to the said flat and maintain the flat in the same conditions state and order in which it was delivered by the developers to the purchaser and shall not do or suffer to be done anything in or to the building in which the flat is situated or the building in which the flat is situated or the 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 purchaser committing any act in contravention of the provision the purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and /or other public authority.

- d) The purchaser further covenants with the Developers that he shall not demolish or cause to be demolished flat or any part of the building in which the said flat situate

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nor will be at any time make or cause to be made any new construction of whatsoever nature in the said flat nor will he make any additions or alterations of whatsoever nature in or to the said flat or any part thereof without the previous consent and/or permission in writing of the developers or the said Co-operative society when it comes to be formed. The purchaser shall not permit the closing of Varandha or balconies or make any alterations in the elevation and outside colour scheme of the flat to be acquired by him without the previous permission in writing of the developers or of the Co-operative society when it comes to be formed. If the building or any part thereof gets demolished and/or damaged on account of any Act of God, such as earthquake, floods or any other natural calamities, act of enemy, war of other causes beyond the control of the developers, such losses incurred to the structure/ building will be fully sustained by the purchasers along with the other purchasers and the purchasers shall not be responsible

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for such losses and be liable to the purchasers for the same.

- e) The purchasers hereby covenants to keep the walls and partitions wall. sewerage, drainage pipe and appurtenances of the said building buildings and the flat in good and tenantable repairs and conditions. The purchaser further covenants not to chisel and/or in any other manner damage the columns , the beams , the slabs , the padadees or the walls and the rest of the structures of the building

Any act or omission in breach of

the conditions contained in this clause shall

have the effect of putting an end to this

Agreement and the purchasers shall be liable

to the developers or the co-operative housing

society as the case may be for damages and if

the amount deposited by the purchaser are

found to be inadequate to make good the

damages, the developers shall be entitled to

recover their money from the purchaser to

compensate for the damages so caused to the

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Developers. The decision of the developers in that behalf shall be final and the purchaser shall not dispute the decision of the Developers in that regard.

- f) The purchaser agrees that he shall use the said flat carefully and as a person of ordinary precedence would use the same and shall not use or permit others to use the said flat for a purpose other than that for which it is agreed to be sold or for a purpose which would be immoral, hazardous or dangerous to life and for a purpose which is prohibited by law.

- g) The purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become in respect of the insurance.

- h) The purchaser shall not throw dirt, rubbish rags, garbage or other refuse or permit the

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same to be thrown from the said flat in the compound or any portion of the said land and the building in which the flat is situated.

- i) The purchaser shall not let, sublet, undulate, sell, transfer, convey, mortgage charge or in any encumber or deal with or dispose of his flat nor will he under let or part with his interest in the flat or the benefit of this agreement or in any part thereof till all his dues of whatsoever nature owing to the developers are fully paid and provided the purchasers has complied with all the terms and conditions of this agreement and untill he obtains prior consent/permission in writing of the Developers.

The Purchaser shall at no demand partition of his interest in the said land and the buildings or in any part thereof and it is hereby agreed that the purchaser interest in the said land and building is impartiable and

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the developers shall not be liable to execute any assignment or any other document in respect of the said flat in favour of the purchaser.

The purchaser agrees that till the building consisting of flats and the land thereunder are transferred land conveyed in the name of a Co-operative Housing Society to be formed of all the flat purchasers, he shall be merely a licensee of the developers in the said flat.

- k) Till a conveyance of building in which flat is situated is executed, the purchasers shall permit the developers and/or their servant/s and agents with or without workmen and others, at all reasonable time to enter into or upon the said land or building or buildings or any other part thereof to view and examine the state and conditions thereof and for the purpose of making, repairing, maintaining, cleaning, lighting and keeping in order/good conditions and services drains, pipes, cables, water covers, gutters or other

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conveniences belonging to or serving or used for the said building and for any other similar purpose by giving one days days notice in writing to the purchaser in respect thereof.

1. The purchaser shall observe and perform all inspections and from time to time and at all times for protection and maintenance of the said building and the flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority. and the Government and other public bodies. The purchaser shall also observe and perform all the stipulations and conditions laid down by the society/limited company 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.

- m) The purchaser shall pay to the developer within 7 (seven) days of demand by the

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developers his share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the flat is situated.

n) The purchaser shall bear and pay increase in local taxes, water charges, insurance and such other concerned levies, if any which are imposed by the concerned local authority on account of change of user of the flat by the purchaser viz. user for any purpose other than for residential purpose.

o) It is expressly agreed that the expenses for the formation and registration of a co-operative housing Society such as Registration Fee, entrance fee, membership Fee, share money land and other necessary incidental and sundry expenses hereto and expenses required for transferring the various flats in the name of the individual purchasers shall be borne by each of the purchasers proportionately.

p) All costs, charges, stamp duty, registration charges and expenses in connection with the

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preparation and execution of the conveyance or conveyances in respect of the said land and the building thereon in favour of the said society shall be borne, shared and paid by the Purchaser and all other Flat Purchasers in the said buildings in proportion in the said respective floor areas of their respective flat/shop/garage spaces and/or paid by such Co-Operative Society as may be determined by the Developers.

The Purchaser shall also deposit with the Developers a sum which will be worked out at the prevailing rates being proportionate share of stamp duty that would be needed for execution of Final Deed of Conveyance in favour of Co-Operative Housing Society. It is agreed that unless and until the purchasers of various flats/shops in the said building pay the proportionate amount of stamp duty and registration charges, if any, the Developers shall not be obliged to execute or cause to be executed the final Deed of Conveyance in favour of Co-Operative Housing Society

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q) In the event of the Corporate Body being formed and registered before the sale and disposal by the Developers of all the flats/shops in the said building the powers and authority of the Corporate Body as formed or of the Purchaser and the other Purchasers of Flats/Shops shall be subject to the Overall control of the Developers in respect of any other matters concerning the said building, the construction and completion thereof and all amenities, appertaining to the same in particular the Developers shall have absolute authority and control as regards to the undivided flat/shop and the disposal thereof.

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r) The Developers will also control the management of the building realisation of the outgoings and the disbursement of the payment to be made till the conveyance and the purchaser alone with the other flat purchasers and/or corporate body will have no objection to the same till the Deed of



Conveyance of Corporate Body as contemplated herein.

17. It is also understood and agreed by and between the parties hereto that the terrace space in the front of or adjacent to the terrace flats in the said building, if any shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flat purchaser.

The said terrace shall not be enclosed by the purchaser till the permission in writing is obtained from the concerned local Authority and the Developers or the Society.

18. Nothing contained in this Agreement is intended to be nor shall be construed to be a grant, demise or assignment in law of the said flat or of the said land or and of the building thereon or any part thereof in favour of the purchaser. The purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him and all open spaces, laubies parking spaces, staircase, terrace, recreation spaces, etc. will remain the property of the developers until the said and and building thereon is transferred to the society as hereinbefore

R.B.S.  
*[Handwritten signature]*  
 R.S.

22. All notices to be sent and served and/or communication to be sent as required by the terms of this agreement shall be deemed to have been property served if sent to the purchaser under certificate of posting on the address of the purchaser given by him for the purpose of this Agreement.

23. The name of the building to be constructed for the members of the Co-operative Housing Society shall be "          Cusbu - Krupa          " and shall not be changed without the written permission of the developers.

IN WITNESSETH WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and the year first hereinabove written.

SIGNED SEALED, DELIVERED )

by the withinnamed DEVELOPER )  
.....Sheetal Construction..... )

R. B. Shah

in the presence of..

- 1. *[Signature]*
- 2. *[Signature]*

SIGNED SEALED & DELIVERED )

by the withinnamed PURCHASERS )  
in the presence of.. )

R. A. Dawda

*[Signature]*

- 1. *[Signature]*
- 2. *[Signature]*

RECEIPT

RECEIVED an amount of Rs. 2,61,000/-  
RUPEES Two lakhs sixty one  
thousand.....only)

30.5.96. 51,000/-  
30.5.96. 80,000/-  
30.5.96. 90,000/-  
30.5.96. 40,000/-  
2,61,000/-

towards part consideration of purchase  
of flat as per clause No.2 of this  
Agreement.

(Two lakhs sixty one  
thousand only)

R. B. Shah

in the presence of.

1) .....

I SAY RECEIVED,

2) .....

R. B. Shah

DEVELOPER

SCHEDULE - I

ALL THAT piece or parcel of land or ground adm.  
about 391.4/9 sq.mtrs. bearing Tikka No.22, City Survey  
No.20 - F alongwith a structure standing thereon and  
situate at Ramwadi, Naupada, Thane Taluka and Dist. Thane  
registration Dist. and Sub- Dist. Thane and also within  
the limits of Thane and also within the limits of Thane  
Municipal Corporation and bounded as under :

- on or towards EAST : Property of Smt. Mahadia & Shri. Patil
- On or towards WEST : Municipal Road.
- On or towards SOUTH : Property of Shri. Krishnarao Haribhau
- On or towards NORTH : Property of Shri. A.S. Soman

SCHEDULE II

THE SCHEDULE OF AMENITIES TO BE PROVIDED  
IN THE PROPOED FLAT

1. Building will be of R.C.C. frame type as per R.C.C. design.
2. Main door to the flat will be of teak wood.  
Internal doors and windows shall be teak wood and oil painted.
3. Main door with magic eye and with safety chain from inside.
4. Flooring spartex tiles in living room, white mosaic tiles in bedroom and passages, kotah or flooring in kitchen, kotah flooring in bethrooms, glazed tiles flooring in W.C.
5. Glazed tiles dado upto ceiling ( full height ) in bath & 2' height in W.C.
6. Loft above bath and W.C.
7. All the doors and windows shall be provided with aluminium fittings except hinges which shall be of iron
8. Built in platform with black kaddappa or marble on top, built in sink and full dado upto 2' site in colour mosaic tiles.
9. Indian type W.C.
10. All the wiring will be PVC type and copper.
11. Each flat will be provided with four water taps (in kitchen and in bathroom - 2 in and W.C. -1)
12. All inside walls will be white washed.
13. Fan hook in each flat as per requirements.

14. One Geyser point in bathroom of each flat.
15. One standard wash basin in each flat
16. Electrical points :
  - 5 and plug point in living room.
  - 1.1. P. in bathroom, W.C. & Passage each.
  - 3 and plug point in kitchen.
  - 2 and plug point in bed room.
17. O/ H water tank of sufficient capacity with U.G. Tank and Automatic Pump in pump room.
18. Provision of Lift.
19. Common T.V. Antenna.

*Ridp*  
*AmS.*  
*R-33.*