

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

849



मूळ प्रत [अहस्तांतरणीय]
ORIGINAL COPY [NOT TRANSFERABLE]

शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place..... Xashi दिनांक/Date. 24/10/05 THANE - 3
..... यांच्याकडून/

Received from..... Hanuman B. Dhamanase.....

₹./Rs..... 24120/- (रुपये/Rupess..... Twenty four thousand
..... याकरिता मिळाले.

on account of..... one hundred twenty four.....

रोखपाल व लेखापाल
Cashier or Accountant

11/10/05
(हस्ताक्षर/Signature)
(पदनाम/Designation)
SUB-REGISTRAR
THANE III (VASHI)

टनन - ३
11/10/05-32
२००५

(5-8)

रु.क्र.मु. २०००.००० १०-२००३-फोरम वि (बाय) ७२० (निळा)
नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक,
महाराष्ट्र राज्य

नमुना म.को.नि. ६
[नियम ११२ पहा]
चलन क्रमांक

DDO- 1075

या ठिकाणी कोषागारात / उपकोषागारात भरण्यात आलेल्या रोख रकमेचे चलन
भारतीय स्टेट बँकेमध्ये / भारतीय रिझर्व बँकेमध्ये

भरणा करण्याताने भरावयाचे	विभागीय अधिकार्याने किंवा कोषागाराने भरावयाचे	कोषागाराने / उपकोषागाराने / भारतीय रिझर्व बँकेने / भारतीय स्टेट बँकेने / हैद्राबाद स्टेट बँकेने भरावयाचे
जिच्यावतीने रकम भरण्यात आली आहे त्या व्यक्तीचे नाव / पदनाम आणि पत्ता <u>Hanuman B Dhamanase</u> <u>Sheba. H. Dhamanase</u> <u>Airoli</u>	लेख्याचे वर्गीकरण विभाग : नोंदणी व मुद्रांक विभाग प्रधानशीर्ष : ००३० मुद्रांक व नोंदणी फी उपप्रधानशीर्ष : ०३ नोंदणी फी गौणशीर्ष : १०४ दस्तऐवजच्या नोंदणीसाठी फी सर्वसाधारण वसुली	रकम मिळाली. रुपये (आकड्यात) <u>8080/-</u> रुपये (अक्षरी) <u>Eight thousand only</u> कोषागार / उपकोषागार अधिकारी / बँकेचा व्यवस्थापक
भरणा करण्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि भरणा करण्याचा उद्देश दस्तऐवज नोंदणी फी	संगणक संकेतांक 0 0 3 0 0 1 5 2 0 0 बरोबर आहे, पैसे स्वीकारावे व पावती द्यावी.	भारतीय स्टेट बँक / बँक, वाशी-तुर्बहे ब्रांच State Bank of India, Vashi-Turbhe Br: BSR Code No.: 0003736 Date of Presentation of Challan: कोषागार/उपकोषागार अधिकारी/बँकेचा व्यवस्थापक
भरणा केलेली रकम, रुपये (अक्षरी) रुपये <u>Eight thousand only</u>	दिनांक : <u>11/10/05</u> * स्वाक्षरी	दिनांक : <u>11/10/05</u> Serial Number : <u>1058</u> CASH RECEIVED

* येथे कोषागारात / बँकेत रकम भरणा करण्याबाबत आदेश देणाऱ्या अधिकार्यांचा रबरी शिक्का ठसवावा.

Twenty four thousand one Hundred

Chno. 56

विषयाच्या व्यक्तीचे नाव.....
vashi

पत्ता.....
हस्ते.....
पावती क्र. 004972
24/10/05
श्री.ग. शा. नाव



PROPER OFFICER
SUB-REGISTRAR
THANE-3 (VASM)

टनन - ३
004972-38
२००५

S-12

AGREEMENT FOR SALE

THIS AGREEMENT made at Navi Mumbai this ^{24th} day of ^{OCT} Two Thousand Five BETWEEN M/s. SOHAM HOMEMAKERS, a partnership firm having its place of business at "Shiv Chambers, office no. A-507, Plot No.21, Sector 11, CBD Belapur, Navi Mumbai through its Partner Mr. Uday Kiran Patil hereinafter referred to as "THE DEVELOPER" [which expression shall, unless repugnant to the context or meaning thereof, mean and include its partner and partners, survivor or survivors among them and the heirs, executors, administrators and assigns of the last surviving partner] of the ONE PART

AND

Mr. HANUMANT BABAJI DHAMANSE & Mrs. SNEHAL HANUMANT DHAMANSE residing/carrying business at "Visava" Apt AL-5/40/15 Sector-17, Airoli Navi Mumbai. of Indian inhabitant, herein referred to as "THE PURCHASER/S" (which expression shall mean and include unless be repugnant to the context or meaning thereof, his/her/their/its respective heirs, executors, administrators and permitted assigns and in the case of Partnership Firm, the Partnership Firm, the Partners from time to time of the said firm, the heirs, executors and administrators of last, survivor of them and his/her/their/its permitted assigns and in the case of

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S.H.Dhamanse

OFFICE OF THE SUB-REGISTRAR
VASHI, DIST.- THANE
MAHICCR/102/YEAR - 2000
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INDIA STAMP DUTY MAHARASHTRA

Company/Society, its successors and permitted assigns, and in all cases all cases all persons claiming by, under or through such Purchaser/s including his/her/their/its successor-in-interest) of the **OTHER PART**.

WHEREAS

1. The City and Industrial Development Corporation of Maharashtra Limited, a Company incorporated under the Companies Act, 1956 (1 of 1956) and having its Registered Office at Nirmal, 2nd floor, Nariman Point, Mumbai 400 021, hereinafter referred to as "the CIDCO" is Government Company wholly owned by the State Government and is also New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the State Government in exercise of its powers under Sub-sections (1) and (3-A) of the Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as "the MRTP Act").

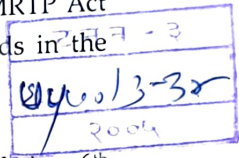
2. The State Govt. has pursuant to the section 113(A) of the MRTP Act been acquiring the lands described therein and vesting such lands in the CIDCO for development and disposal.

3. By an Agreement to Lease made at CBD-Belapur, Navi Mumbai on 6th day of November in the Christian year Two Thousand Four between the CIDCO therein referred to as the "Corporation" of the One Part and (i) **Mr. Vasnt Vishnu Modgi**, (ii) **Mr. Vasudev Vishnu Modgi**, (iii) **Digambar Vishnu Modgi**, (iv) **Dinkar Vishnu Modgi**, (v) **Smt. Aparna Vishwanath Modgi** and (vi) **Smt. Vimal Prabhakar Modgi** hereinafter and therein collectively referred to as the Licensees of the Other Part, (herein after referred to as the "said Agreement to lease"), the CIDCO agreed grant to the Licensees and the Licensees agreed to acquire a lease of the said land being **Plot No.16/1** admeasuring 948.79 square meters or thereabouts, situated and lying at **Sector 20D, Airoli** under, 12.5 % scheme (erstwhile Gaothan Expansion Scheme), Navi Mumbai and more particularly described in the Schedule hereto, upon performances and observances by the Licensees of the obligation and the terms and conditions contained therein.

4. By an Agreement for Assignment Cum Development of Property made at CBD Belapur, Navi Mumbai on **11th day of November 2004** between the Licensees, therein referred to as "the Assignors" of the One Part and **M/s. SOHAM HOMEMAKERS**, the Developer herein and therein referred to as "the Assignees" of the Other Part (hereinafter referred to as "the said



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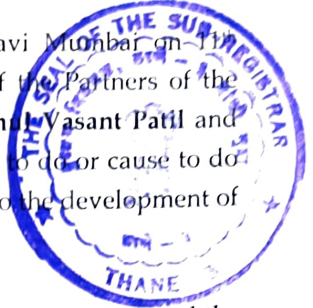
Signature

S.H. Dhamanse

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Agreement of Development") the Licensees have entrusted to the Developer his development rights in respect of the said land upon the terms and conditions contained therein and has further handed over to the Developer possession of the said land for the purpose of development.

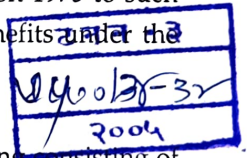
5. By a General Power of Attorney made at Navi Mumbai on 11 November 2004 executed by the Licensees in favor of the Partners of the Developer, the Licensees have authorized **Mr. Rahul Vasant Patil** and **Mr. Uday Kiran Patil** being Partners of the Developer, to do or cause to do all or any of the acts, deeds, matters and things related to the development of the said land.



6. The Navi Mumbai Municipal Corporation (NMMC) has approved the building plans for building intended to be erected on the said plot and has accordingly issued in the name of the Licensees a Commencement Certificate bearing No.NMMC/ NRV/BP/Case No.A-3260/470/2005 dated 16th February 2005.

(crlu)

7. By virtue of provisions contained in the said Agreement of Development herein before referred and the General Power of Attorney granted by the Licensees to them, the Developer is entitled to erect the building or buildings on the said land and sell flats to its intending buyers and thereafter with prior permission of the CIDCO in writing form and register a Cooperative Housing Society of the flat buyers and admit such buyers of the flats as its members. Thus, with the previous permission of the CIDCO in writing, the buyers of the flats will be admitted as the members of the Society, which will make the title of such flat buyers perfect. The Licensees are entitled to transfer and assign with permission of the CIDCO in the light of the New Bombay Disposal of Lands Regulation 1975 to such Cooperative Housing Society their rights, interests in or benefits under the said Agreement to Lease.



8. The Developer intends to erect on the said land building consisting of shops on the ground floor and residential flats on the upper floors in accordance with the plans approved by the NMMC and sell to their intending buyers the said shops and residential flats along with Terraces, Parking Spaces and Top Terrace in the building.

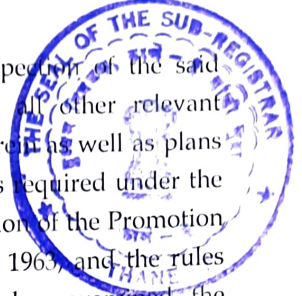
9. The Purchaser has approached the Developer to sell one of the Shop/Flat in a building being constructed on the said land and the Developer has agreed to sell to the Purchaser and the Purchaser has agreed

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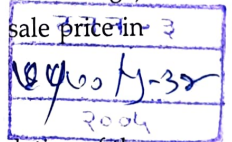
to buy from the Developer residential Flat bearing 304, 'A' Wing admeasuring Carpet area of 419 square feet Plus Open Terrace of 22 square feet (which is equivalent to built up area of 502 square feet) in the Building known as "SOHAM" and being erected on the said land [hereinafter referred to as "the said flat"] at the price and upon the terms and conditions hereinafter contained.

10. The Developer has given to the Purchaser inspection of the said Agreement to Lease dated 6th November 2004 and all other relevant documents, letters, papers and writings referred to therein as well as plans sanctioned by the CIDCO, designs, specifications etc. as required under the provisions of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules and regulations made there under. The Purchaser has examined the foregoing agreements, and relevant documents, letters, papers and writings inspection of which, the Developer has given to him/her/they and got himself/herself/themselves satisfied.



11. The Purchaser has approved the building and floor plan, the nature and quality of construction and fittings, fixtures, facilities and amenities to be provided by the Developer as per the general specifications stated in the SECOND SCHEDULE hereunder written and the Developer has agreed to provide the amenities to the Purchaser as set out in the Second Schedule hereunder written.

12. Prior to the execution of these presents the Purchaser has paid to the Developer a sum of Rs. 51,000/- (Rupees Fifty One Thousand Only) only being part payment of the sale price of the said flat agreed to be sold by the Developer to the Purchaser as advance payment or deposit (the payment and receipt whereof the Developer doth hereby admit and acknowledge) and the Purchaser has agreed to pay to the Developer balance sale price in the manner hereinafter appearing.



13. Under Section 4 of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, the Developer is required to execute a written agreement for sale of the said flat with the Purchaser, being in fact these presents and also to register the said agreement under the Registration Act.

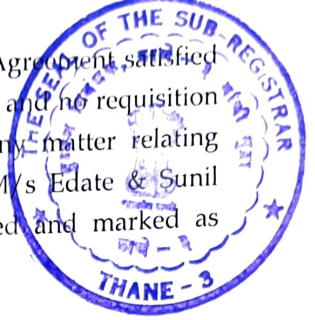
NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

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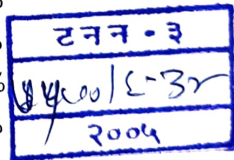
(1) The Developer shall under normal conditions construct a building or buildings as per the plans, designs and specifications inspected and approved by the Purchaser with such variations and modifications as the Developer may consider necessary or may be required by any Local/Competent authority to be made by the Developer. The Purchaser hereby consents to such variations.

(2) The Purchaser has prior to the execution of this Agreement satisfied himself about the title of the Developer to the said Land and no requisition or objection shall be raised upon the Developer in any matter relating thereto. A copy of the Certificate of Title issued by M/s Edate & Sunil Associates, ADVOCATE High Court, is hereto annexed and marked as **Annexure A**.



(3) The Purchaser hereby agrees to acquire the said Flat bearing 304, 'A' Wing having approximate Carpet area 419 square feet Plus Open Terrace 22 square feet (equivalent to Built Up of 502 square feet) and also an undivided interest in the common areas and facilities as shown on the plan hereto attached for a lump sum price of Rs. 8,07,300/- (Rupees Eight Lack Seven Thousand Three Hundred Only) which includes the proportionate price for undivided interest in the common areas and facilities of the said building. The Purchaser agrees to pay to the Developer the purchase price as per the payment schedule set out hereunder written:

	(Srl 6)	
1. On booking	.....	15%
2. On or before Commencement of Plinth	.....	10%
3. On or before Commencement of 1 st Slab	.....	8%
4. On or before Commencement of 2 nd Slab	.....	8%
5. On or before Commencement of 3 rd Slab	.....	8%
6. On or before Commencement of 4 th Slab	.....	8%
7. On or before Commencement of 5 th Slab	.....	8%
8. On or before Commencement of brick work.....	.....	8%
9. On or before Commencement of Plaster	.....	8%
10. On or before Commencement of Flooring	.....	8%
11. On or before Commencement of Plumbing, Wiring & other work	.....	6%
12. On Completion-Handing over Possession	.....	5%



Rs. 8,07,300/-

100%

Total:- (Rupees Eight Lack Seven Thousand Three Hundred Only)

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(4) The flat/shop agreed to be bought by the Purchaser includes enclosed balcony and or balconies, if any, the right to use common areas and facilities available in the building and also the Purchaser undivided interest in the restricted areas and facilities for the use of the said premises.

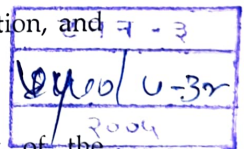
(5) If the car parking space under the garage or stilt or open car parking is available, then on the application that may be made by the Purchaser, the Developer shall consider to sell the same to the Purchaser at the sum of Rs.-----/- (Rupees-----) (only) for car parking space number-----under the stilt or open car parking space. The Purchaser shall use the car parking space under the garage or stilt or open car parking only that is for the purpose of keeping or parking the Purchaser's own vehicle.

(6) The specifications, materials, fixtures/fittings and all such other amenities shall be as per as per the list set out in the SECOND SCHEDULE hereunder written and the Purchaser has satisfied himself/herself/themselves about the same and about the design of the building.

(7) If due to any unavoidable circumstances, there is any increase in the price of the building materials such as cement, steel etc., the Purchaser shall bear such increase without raising any objection in respect thereof.

(8) The Developer shall not be liable for any loss, damage, injury or delay due to any cause beyond their control, including acts of Government, strikes, lock outs, fire, lightening, explosion, flooding, riots, civil commotion, and acts of war, malicious mischief or theft.

(9) If the Purchaser commits default in payment of any of the installments on their respective due dates (time being the essence of this Agreement) due and payable by the Purchaser to the Developer under this Agreement and further commits breach of any of the terms and conditions herein contained, the Developer shall be entitled at their own option to terminate this Agreement in which event, 20% of the purchase price of the flat shall stand forfeited. On the Developer terminating this Agreement under this Clause, they shall be at liberty to sell the said Flat to any other person as the Developer may deem fit at such price as the Developer may determine and the Purchaser shall not be entitled to question such sale or to claim any amount whatsoever from the Developer. The balance amount after deducting 20% of the amount as aforesaid may be refunded without



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payment of interest by the Developer to the Purchaser only after the Developer has disposed of and or sold the said Flat to any other purchaser. Provided always that the power of termination herein before contained shall not exercised by the Developer unless the Developer shall have given to the Purchaser a minimum of fifteen days' prior Notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of the terms and condition in respect of which it is intended to terminate the Agreement and the default shall have been made by the Purchaser in remedying such breach or breaches within the prescribed time after giving of such Notice.

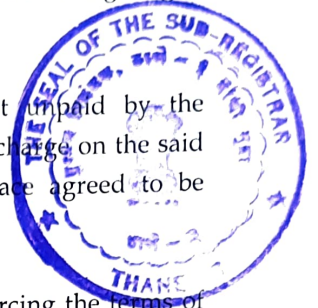
(10) The Developer shall, in respect of any amount unpaid by the Purchaser under this Agreement, have a first lien and or charge on the said Flat/Car park under the stilt or open car parking space agreed to be acquired by the Purchaser.

(11) Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance on their part or giving extensions of time by the Developer to the Purchaser for payment of purchase price in installments or otherwise shall not be construed as a waiver on the part of the Developer of any breach of this Agreement by the Purchaser nor shall be the same in any manner prejudice the rights of the Developer.

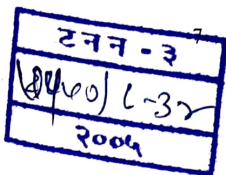
(12) Without prejudice to the Developer' rights under this Agreement and or in law, the Purchaser shall be liable to pay interest at the rate of 18% per annum on all amounts due and payable by the Purchaser under this Agreement, if such amount remains unpaid for seven days after its due date.

(13) The Developer shall not be liable for any loss, damage, injury or delay due to the Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to the CIDCO/NMMC/Any Local Authority concerned, causing delay in giving and supplying permanent water connection or such other service connections necessary for using and or occupying the said Flat.

(14) On obtaining the part occupancy/occupancy certificate from the NMMC, the Developer shall be entitled to hand over possession of the said Flat to the Purchaser even though permanent electricity and water connections are not sanctioned by the concerned authorities. The Purchaser shall not be entitled to make any claim or demand on the Developer for the delay in getting the permanent electric and water connections. On the



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Developer intimating to the Purchaser to take possession of the said flat, the Purchaser shall be liable to bear and pay their proportionate share in the consumption of electricity and water, irrespective of whether the Purchaser has taken the possession of the said Flat.

(15) The Developer shall deliver possession of the said flat to the Purchaser by----- . The Developer shall not incur any liability if they are unable to deliver possession of the said Flat by the aforesaid date if the completion of the building is delayed by reasons of non-availability of steel or cement or any other building material or by reason of war, civil commotion or any act of the God or if non-delivery of possession is a result of any notice, order, rules, notifications of the Government, Court of Law and or any other public authority or for non-availability of water and or electricity connection from the concerned authorities for any reasons unforeseen or beyond the control of the Developer or due to Force Majeure.

(16) The Purchaser shall take possession of the said Flat within seven days of the Developer giving the Notice to the Purchaser that the said Flat is ready for the use and occupation.

(17) Upon possession of the said Flat being delivered to the Purchaser, the Purchaser shall be entitled to the occupation of the said Flat and shall have no claim against the Developer in respect of any items of work in the said Flat. The Purchaser shall use the said Flat or any part thereof or permit the same to be used for the purpose for which it is allotted.

(18) Commencing a week after notice is given by the Developer to the Purchaser that the said Flat/shop is ready for the use and occupation, the Purchaser shall be liable to bear and pay to the Developer the proportionate share (i.e. in proportion to the area of the said flat) of out-goings in respect of the said land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, and all other expenses necessary and incidental to the management and maintenance of the said land and the building. The Purchaser undertakes to pay such monthly contribution and such proportionate share of out-goings regularly on or before 5th day of each every month in advance and shall not withhold the same for any reason whatsoever.

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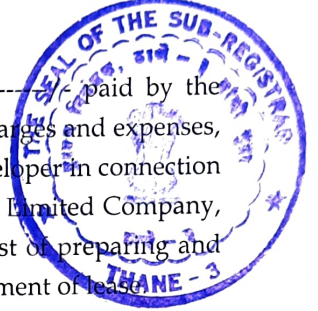
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(19) The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Developer the following amounts: -

- (a) For legal charges.
- (b) For share money, application entrance fee of the Society or Limited Company.
- (c) For maintenance charges for one year (Rs. 1/- per Sq. Ft.).
- (d) For Stamp Duty as applicable.
- (e) For registration charges of this document.
- (f) MSEB cable and meter deposits.
- (g) Water Department Charges.
- (h) CIDCO transfer charges.

(20) The Developer shall utilize the sum of Rs. ----- paid by the Purchaser to the Developer for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Developer in connection with formation of the said Society or as the case may be Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance or assignment of lease.



(21) If there is any increase in F.S.I. or any other benefits, then such increase in F.S.I. or other benefits shall go to the Developer. The Purchaser or the member of the proposed cooperative housing society or a Limited Company or any other legal body shall not raise any objections to the Developer utilizing such increased F.S.I. and or using and or appropriating such benefits

(22) The Purchaser agrees and binds himself to pay regularly by the 5th of each month in advance to the Society, the proportionate share that may be decided by the Developer for the following out-goings: -

- (a) Insurance Premium.
- (b) All Municipal assessment bills and other taxes and out-goings that may from time to time be levied against the said land and the building, water taxes and the water charges.
- (c) Out-goings for the maintenance and management of the building, common lights and other out-goings and collection charges incurred in connection with the said property.
- (d) Any property tax, Municipal tax, of any other tax, charges levied by any Local Authority on the said plot of land and or on the land along with the constructed building.
- (e) The Purchaser shall deposit with the Developer before taking the possession of the said Flat the sum as worked out by the Developer

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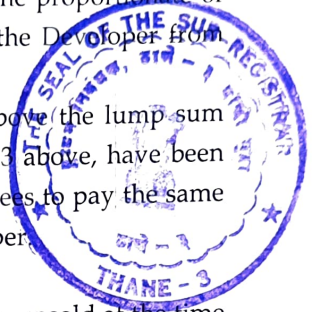
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towards the aforesaid expenses. If found necessary, the Purchaser shall deposit further amount or amounts with the Developer on and upon being required or called upon by the Developer to do so. The Purchaser shall also keep deposited with the Developer at the time of taking over possession a sum of Rs. 350/- as the share money and entrance fee.

- (f) It is agreed that in the event the CIDCO and or any Local or Municipal Authority levies additional charges / cesses over and above the lease premium from the Developer, by way of water resource development charges and or land and building development charges, the Purchaser shall pay the proportionate of such charges/cesses as may be demanded by the Developer from time to time.
- (g) The approximate amounts payable over and above the lump sum price of **Rs. 8,07,300/-** mentioned in the Clause 3 above, have been perused by the Purchaser and the Purchaser agrees to pay the same as and when called upon to do so by the Developer.



(23) It is agreed that if one or more of such Flats remain unsold at the time the building is ready for occupation, the Developer shall be deemed to be the owners thereof until such Flat is agreed to be sold by the Developer to its intending buyers.

(24) The Purchaser for himself and with intention to bind all persons into whosoever hands the Flats may come, doth hereby covenant with the Developer as follows: -

- (a) To maintain the said Flat at the Purchaser's own cost good tenable repair and condition from the date of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local and any other authority or change/alter or make addition in or to the building in which the said Flat is situated and the said Flat itself or any part thereof.
- (b) Not to store in the said Flat any good 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 said Flat is situated storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which, may damage or likely to damage the staircase, common passages or any structure of the building in

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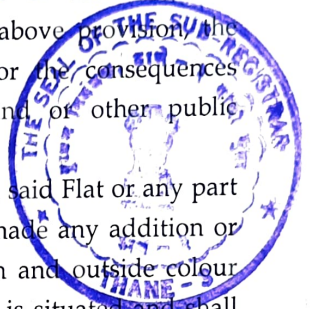
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which the said Flat is situated, including entrances of the building in which the said Flat is situated and in case any damage is caused to the Building in which the said Flat is situated or the Developer on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- (c) To carry at his own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or the building in which the said Flat is situated or the said Flat which may be against the rules and 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 above provision the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and or other public authority.
- (d) Not to demolish or cause to be demolished the said Flat or any part thereof, or at any time make or cause to be made any addition or alteration of whatever nature in the elevation and outside colour scheme of the Building in which the said Flat is situated and shall keep the portion, sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural part in the said Flat without the prior written permission of the Developer and or the Society of the Limited Company.
- (e) Not to do or permit to be done any act or thing which may render void or void able any insurance of the said land and the building in which the said Flat is situated or any part thereof or whereby an increase premium shall become payable in respect of the insurance.
- (f) 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 land and the building in which the said Flat is situated.
- (g) Pay to the Developer within seven days of demand by the Developer, his share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Flat is situated.



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- (h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and or Government and or other public authority, on account of change of user of the said Flat by the Purchaser viz. Power for any purposes other than residential purpose.
- (i) The Purchaser shall not without the prior written permission of the Developer, let, sub-let, transfer, assign or part with his interest or benefit of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until Purchaser has intimated in writing. The Developer shall be entitled to grant such permission to the Purchaser on payment of transfer charges as may be decided by the Developer in this behalf.
- (j) The Purchaser shall 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 building and the flat, 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 of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society or Limited Company as the case may be 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 out goings in accordance with the terms of this Agreement.
- (k) Till a conveyance of the building in which the said Flat is situated is executed, the Purchaser shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and building or any part thereof to view and examine the state and conditions thereof.
- (25) So long as each Purchaser in the said building shall not be separately assessed, the Purchaser shall pay such proportionate part of the assessment in respect of the entire building as may be provisionally determined by the Developer or the Cooperative Housing or the Limited Company or the legal body as the case may be, whose decision shall be final and binding upon the Purchaser and shall not questioned by the Purchaser.

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(26) The said building shall always be known as "SOHAM" and the name of the Cooperative Housing Society or a Limited Company or Legal Body to be formed and registered may bear the same name or any other name, but the building's name shall not be changed.

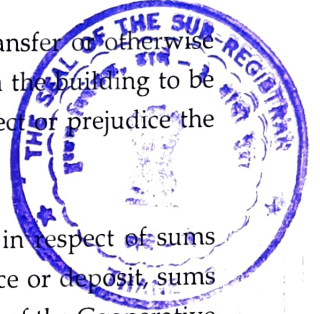
(27) When the Cooperative Society or Limited Company is registered or incorporated as the case may be and all the said dues paid as aforesaid, the Developer shall execute the necessary Assignment / Transfers in favour of such Cooperative Society or Limited Company as the case may be. The costs of the formation and registration of such Cooperative Society or Limited Company shall be borne and paid by the Purchaser proportionately.

(28) The Developer shall be entitled to sell, assign, transfer or otherwise deal with their rights and interest in the said land and in the building to be constructed thereon provided it does not in any way affect or prejudice the rights of the Purchaser herein.

(29) The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchasers as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or a Limited Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

(30) Nothing contained in this Agreement is intended to be nor shall be construed to be a grant, demise or assignment in law in or of the said Flat or of the said land and buildings or any part thereof. The Purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces etc. will remain the property of the Developer until the said land and Building is transferred to the Society/Limited Company as the case may as herein before mentioned.

(31) The Purchaser shall not be entitled to sell and or transfer his right, title, interest and benefits under this Agreement to any person without obtaining prior in writing "NO OBJECTION CERTIFICATE" from the Developer. The Developer will issue such "NO OBJECTION CERTIFICATE" to the Purchaser for transferring and assigning the benefits and rights of this Agreement for the said flat only on payment of the transfer charges as may be decided by the Developer from time to time. The Purchaser shall not be



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entitled for grant of such NO OBJECTION CERTIFICATE unless and until he/she/they pay all the dues payable under this Agreement in full.

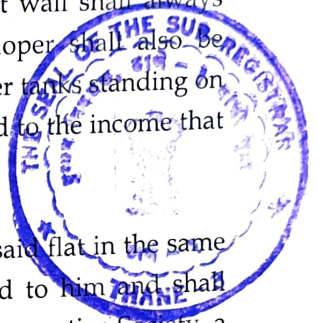
(32) The Developer shall have a right until execution of the Transfer/Assignment in favour of the proposed Cooperative Society or a Limited Company or any other Legal Body to make additions, alterations, raise floors or put additional structures as may be permitted by the CIDCO, NMMC and or any other Local Authority. Such additions, alterations, structures and floors will be the sole property of the Developer who will be entitled to dispose of the same in any way they choose and the Purchaser hereby consents to the same.

(33) The terrace of the building including the parapet wall shall always remain the property of the Developer and the Developer shall also be entitled to display advertisement on the walls or the water tanks standing on the terrace and the Developer shall be exclusively entitled to the income that may be derived by display of such advertisements.

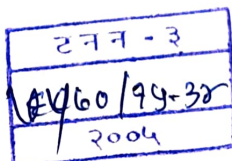
(34) The Purchaser shall maintain at his own cost the said flat in the same condition, state and order in which it will be delivered to him and shall abide by all the bye-laws, rules and regulations of the Cooperative Society, a Limited Company to be formed and registered, the Government, the CIDCO, the Maharashtra State Electricity Board and Local Authority.

(35) The Purchaser hereby agrees and binds to bear and pay the stamp duty and registration charges pertaining to this Agreement and also to bear and pay his proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Lease Deed to be executed by the CIDCO in favour of the Cooperative Housing Society or Company, which shall be formed. Further the Purchaser hereby agrees and binds to pay proportionately all the charges of the CIDCO that may be required for transfer and assignment of the said land in favor of the Cooperative Housing Society or Company, which shall be formed.

(36) The Purchaser shall not do or permit to be done any act or thing which may render void or violable any insurance of any premises in or of the said building or any part thereof or cause any increase on premium to be payable in respect thereof.



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(37) The Developer shall not be bound to carry out any extra work in the said Flat/shop agreed to be sold by the Developer to the Purchaser under this Agreement. If the Purchaser wants the Developer to carry out any extra work in the said Flat agreed to be bought by him from the Developer, the Developer will agree to carry out such extra work provided that the Purchaser shall have deposited with the Developer the amount within seven days from the date of informing by the Developer to the Purchaser the estimated cost of such extra additional work. If the Purchaser fails to deposit the estimated cost for carrying out the said extra additional work within the time stated herein before, then the Developer shall not be liable to carry out extra work in the said Flat.

(38) This Agreement shall always be subject to the terms and conditions contained in the said Agreement to lease and also subject to the provisions contained in the Section 118 and other applicable provisions of the Maharashtra Regional and Town Planning Act, 1966 and the rules and regulations made there under including the New Bombay (Disposal of Lands) Regulations, 1975, the provisions contained in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 and the rules made there under.

(39) All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by registered post or under certificate of posting at his address specified below: -

**Mr. HANUMANT BABAJI DHAMANSE &
Mrs. SNEHAL HANUMANT DHAMANSE.**

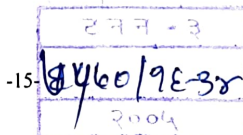
**"Visava" Apt. AL-5/40/15,
Sector-17 Airoli,
Navi Mumbai.**

(40) The Stamp duty and Registration Charges payable under this Agreement shall be borne and paid wholly and exclusively by the Purchaser.

(41) The Purchaser and/or the Developer shall lodge this Agreement with the Sub Registrar of Assurances for the purpose of registration within time limit prescribed by the Registration Act and the Purchaser and the Developer will attend such office and admit execution thereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first above written as hereinafter appearing.

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S.H. Dhamanse