



Monday, May 25, 2009

3:08:31 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

गावाचे नाव घोडदेव

पावती क्र. : 2470

दस्तऐवजाचा अनुक्रमांक

टनन7 - 02470 - 2009

दिनांक 25/05/2009

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: रमेश सुदर्शन राव - -

नोंदणी फी

: - 11700.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (69)

: - 1380.00

एकूण रु.

13080.00

आपणास हा दस्त अंदाजे 3:23PM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दु.नि.ठाणे 7

बाजार मुल्य: 966400 रु.

मोबदला: 1170000 रु.

भरलेले मुद्रांक शुल्क: 41100 रु.

सह दुय्यम निबंधक वर्ग. 2

ठाणे क्र. ७

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: सिटीजन केडीट को ऑप बँक लि-मिरारोड पु;

डीडी/धनाकर्ष क्रमांक: 388317; रक्कम: 11700 रु.; दिनांक: 25/05/2009





## गावाचे नाव : घोडदेव

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा  
व बाजारभाव (भाडेपट्ट्याच्या  
बाबतीत पट्टाकार आकारणी देतो  
की पट्टेदार ते नमूद करावे) मोबदला रू. 1,170,000.00  
बा.भा. रू. 966,400.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (1) सर्वे क्र.: 337/13,15,न.18/13,15 वर्णन: विभागाचे नाव - मौजे [गांव ] घोडदेव क्रमांक 3  
(असल्यास) (मिरा भाईदर महानगरपालीका), उपविभागाचे नाव - 3/18 - एम) भु- विभाग घोडदेव गावातील  
मिळकती सर्व्हे क्रमांक सदनिका क्र.405, चौथा मजला ,ड्रीमलॅंड ,घोडदेव , मिरारोड पु.  
(3) क्षेत्रफळ (1)48.32 चौ मि बि अप
- (4) आकारणी किंवा जुडी देण्यात (1)-  
असेल तेव्हा
- (5) दस्तऐवज करून देण्या-या (1) मे हरि ओम डेव्हलपर्स चे भागीदार चिराग बी संघवी तर्फे कु मु म्हणुन नितेश साळवी  
पक्षकाराचे व संपूर्ण पत्ता नाव किंवा - -; घर/फ्लॅट नं: 8; गल्ली/रस्ता: -; ईमारतीचे नाव: मिलन प्लाझा; ईमारत नं: -; पेठ/वसाहत:  
दिवाणी न्यायालयाचा हुकुमनामा -; शहर/गाव: भाईदर प; तालुका: -; पिन: -; पॅन नम्बर: -.  
किंवा आदेश असल्यास, प्रतिवादीचे  
नाव व संपूर्ण पत्ता
- (6) दस्तऐवज करून घेण्या-या (1) रमेश सुदर्शन राव - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: निलमणी  
पक्षकाराचे नाव व संपूर्ण पत्ता किंवा हाऊस , सनीवार रामा चाळ , ; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: पवई, मुंबई;  
दिवाणी न्यायालयाचा हुकुमनामा तालुका: -;पिन: -; पॅन नम्बर: AFXPR3957F.  
किंवा आदेश असल्यास, वादीचे नाव (2) राधिका रमेश राव - -; घर/फ्लॅट नं: वरिलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -;  
व संपूर्ण पत्ता ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: ARMPR0568D.
- (7) दिनांक करून दिल्याचा 25/05/2009
- (8) नोंदणीचा 25/05/2009
- (9) अनुक्रमांक, खंड व पृष्ठ 2470 /2009
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 41100.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 11700.00
- (12) शेरा



सह दुय्यम निबंधक वर्ग. २  
ठाणे क्र. ७



**AGREEMENT FOR SALE**

**THIS AGREEMENT** made and entered into at Bhayandar, on this 25th day of May of the Christian Year Two Thousand Nine, by and

**BETWEEN**

**M/s. HARI OM DEVELOPERS**, a partnership concern having its place of business at Medtiya Nagar, Phase - I, 'Dreamland' P.K.Road, Near Deepak Hospital, Mira Road (E), Thane - 401 107. Hereinafter for the sake of brevity referred to as **"THE DEVELOPERS"** (Which expression shall unless it be repugnant to the context and meaning thereof would mean and deem to mean and include the said partnership firm, the successors in office of the said partnership firm, from time to time, legal heirs, administrators, executors and assignors) of **One Part.**

**AND**

SHRI/SMT/MS./MESSERS Ramesh Sudarshan Rao & smt. Radhika Ramesh Rao

having his/her/their address at Nilmani House, Samra Rama Chawl, opp. Lok vihar Complex, Saki vihar Lake Road, Powai, Mumbai-87.

**"THE PURCHASER"** (which expression shall unless it be repugnant to the context and meaning thereof would mean and deem to mean and include his/her/their legal heirs, executors, administrators and assigns) of the **Other Part.**

*LRB*

*Rao*

Stamp: 2400 / 2009  
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*Radhika Rao*

For CITIZENCREDIT™ CO-OP BANK LTD.  
Authorized Signatory *Palvel*

Citizens Credit Co-op Bank Ltd.,  
Shop Nos. 34-41, Geeta Arcade-1,  
Station Road, Mira Road (East),  
Thane-401107.  
D-5/STP/V/C.R.1009/02/2005/200-203

भारत 15166  
129886  
R.00411001-PB5256  
200 200 100 000 000 200 200 13:53  
SPECIAL ADHESIVE  
MAY 25 2009  
MAHARASHTRA

Rupees Forty one thousand one hundred only



WHEREAS Originally 1) Mrs. Anjelin Ebert Murzello, 2) Mrs. Edith Peter Misquitta, 3) Mrs. Sapna Haison Murzello, 4) Ms. Aisworya Haison Murzello, 5) Mr. Gilbert Marshal Murzello, 6) Mr. Jude Gilbert Murzello 7) Mrs. Nita Y. Gomes, 8) Mrs. Annamery Leslie Murzello, 9) Mr. Vicky Leslie Murzello, 10) Mr. Abel Leslie Murzello, 11) Mr. Brian Leslie Murzello and 12) Mrs. Daphney Morgan D'souza were the owners of land bearing Old Survey No. 337, New Survey No. 18, Hissa No. 13, admeasuring 400 sq. meters situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane, (hereinafter called First Property).

AND WHEREAS Mr. Ebert Marshal Murzello, whose name appearing in the 7/12 Extract of the said first property, died on 11<sup>th</sup> November, 1994, leaving behind his widow by name Anjelin Ebert Murzello, a son by name Mr. Haison Ebert Murzello and a daughter by name Mrs. Edith Peter Misquitta as his heirs and legal representatives entitled to the undivided share of the deceased in the said first property as per the provisions of Indian Succession Act, 1925.

AND WHEREAS the said Mr. Haison Ebert Murzello, son of late Mr. Ebert Marshal Murzello, died on 20/8/1996, leaving behind his widow by name Mrs. Sapna Haison Murzello and a adopted daughter by name Aisworya Haison Murzello, as his heirs and legal representatives entitled to the undivided share of the deceased in the said first property as per the provisions of Indian Succession Act, 1925.

AND WHEREAS Mr. Franky Marshal Murzello, one of the co-owners of the said first property, was a bachelor, who died on 11<sup>th</sup> May 1983.

AND WHEREAS by an Agreement for Sale cum Development, dated 5<sup>th</sup> November, 2004, the said Mrs. Anjelin Ebert Murzello and others agreed to sell the said first property to M/s. Neelkamal Construction Co., at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement for Sale Cum Development, dated 5<sup>th</sup> November, 2004, the said Mrs. Anjelin Ebert Murzello and others had also executed an Irrevocable General Power of Attorney in our favour, conferring upon us several

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powers interalia power to sell the said first property to the person or persons of our choice.

Originally Mr. Anthone J. Soz, Esprance M. Rodricks, Etur Rodricks, Mary Anthone Gomes, Joseph J. Soz, Jimmy J. Soz, Cicil D'mello, Anee D'mello and Metilda Fonseca were the owners of land bearing Old Survey No. 337, New Survey No. 18, Hissa No. 15, admeasuring 813.28 sq. yards, i.e. equivalent to 680 sq. meters, situate, lying and being at Village Goddeo, Bhayander (E), Taluka and District Thane and in the Registration District and Sub-District of Thane, hereinafter called Second Property.

AND WHEREAS by an Agreement for Development, dated 30<sup>th</sup> December, 1993, the said Mr. Anthone J. Soz, and others agreed to assign all their right, title and interest in respect of the said second property to M/s. Sweetland Developers at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement for Development, dated 30<sup>th</sup> December, 1993, the said Mr. Anthone J. Soz and others had also executed a Power of Attorney in favour of partners of M/s. Sweetland Developers, conferring upon them several powers interalia power to sell the said second property to the person or persons of their choice.

AND WHEREAS by an Agreement, dated 23<sup>rd</sup> July, 1999, the said M/s. Sweetland Developers, in its turn agreed to assign all its right, title and interest in respect of the said second property to one Shri Dilip Chandubhai Patel at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement, dated 23<sup>rd</sup> July, 1999, the said M/s. Sweetland Developers, had also executed a Power of Attorney in favour of the said Shri Dilip Chandubhi Patel, conferring upon him several powers, inter-alia, power to sell the said second property to the person or persons of his choice.

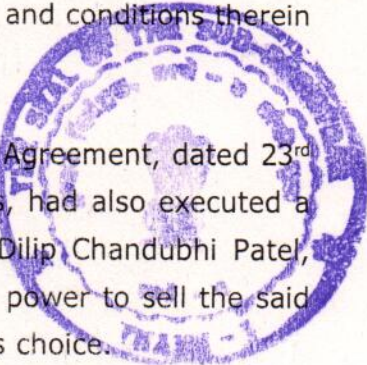
AND WHEREAS by an Agreement, dated 15<sup>th</sup> September, 1999, the said Shri Dilip Chandubhai Patel, in his turn agreed to sell the second property to Shri Ghanshyam Maloo and Mrs. Hansa G. Maloo at the price and on the terms and conditions therein contained.

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AND WHEREAS in pursuance to the said Agreement, dated 15<sup>th</sup> September, 1999, the said Shri Dilip Chandubhai Patel had also executed a Power of Attorney in favour of the said Shri Ghanshyam Maloo and Mrs. Hansa G. Maloo, conferring upon them several powers interalia power to sell the said second property to the person or persons of their choice.

AND WHEREAS by an Agreement, dated 19-9-2004 the said Shri Ghanshyam Maloo and Mrs. Hansa G. Maloo, in their turn agreed to sell the said second property to Smt. Ladkunwar Khetsingh at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement, dated 16-8-2004, the said Shri Ghanshyam Maloo and Mrs. Hansa G. Maloo had also executed a Power of Attorney in favour of Smt. Ladkunwar Khetsingh, conferring upon her several powers inter-alia power to sell the said second property to the person or persons of her choice.

AND WHEREAS by an Agreement, dated 25<sup>th</sup> OCT. '05, the said Smt. Ladkunwar Khetsingh, in her turn agreed to sell the second property to M/s. Neelkamal Construction Co., at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement, dated 25<sup>th</sup> OCT. '05, the said Smt. Ladkunwar Khetsingh had also executed a Power of Attorney in favour of M/s. Neel Kamal Construction Co. conferring upon them several powers inter-alia power to sell the said second property to the person or persons of our choice.

AND WHEREAS 1) Shri Ladkumar Khetsingh Medtiya (2) Shri Khetsingh Medtiya (3) Smt. Archana Arun Kadam, partners of M/s. Neelkamal Construction Co. have by and vide an Agreement dated 26<sup>th</sup> APR. '06 agreed to grant to developer herein 16000 sq.ft. of F.S.I. (Built UP) in respect of Building No. G and H to be constructed in the layout of the said First & Second properties, on the terms, conditions and on the consideration as contained therein.

AND WHEREAS said Shri Ladkumar Khetsingh Medtiya and other partners of M/s. Neelkamal Construction Co. have executed Agreement dated 26<sup>th</sup> APR. '06 in favour of Developers herein, and also executed Irrevocable General Power of Attorney dated 26<sup>th</sup> APR. '06 in favour of

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(1) Shri Chirag Bhupendra Sanghavi (2) Shri Pranay Dilip Mehta, partners of **M/s. Hari Om Developers**, the Developers herein conferring upon them various powers inter-alia, power to construct building and to sell flats, shops etc. in proposed building.

In the premises aforesaid M/s. Hari Om Developers are entitled to develop the said First & Second property.

- a) The competent authority under U.L.C. Act have vide Order No. : ULC/W.S.H.S. - 20/S.R.-134 granted permission to develop said land, which was extended vide order dt. 9-1-2007 and vide order No. ULC/TA/W.S.H.S. - 20/SR-628 dt. 3-5-94 permission granted and vide Order No. ULC/TA/ATP/S-20/Extension/sr-628 dt. 10-4-2007 permission is further extended.
- b) The Collector Thane vide Order No : REV/K-1/T-I/NAP/SR-199 dated 22-8-2007 N.A. Permission in respect of the said land.
- c) The local development authority viz. Mira - Bhayander Municipal Corporation have vide letter No. MNP/NR/1656/08-09 dt. 25/7/08 granted commencement certificate in respect of said property.

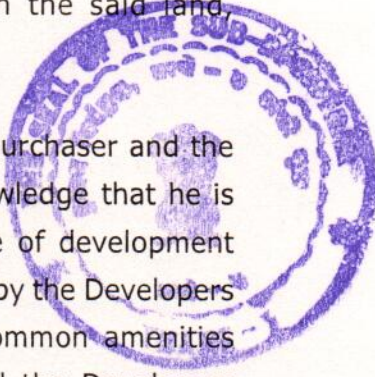
The developer are constructing ground plus 4 floors building on the said property, the building shall be known as "Dreamland."

- d) The Developer intend to carry out the development work of said property in the name and style of "**DREAMLAND**" hereinafter referred to as "said Building" which consist of Ground plus 4 upper floors to be constructed on the said land hereinafter referred to as "Said Building".
- e) The Developers have specifically informed the purchaser and the purchaser do hereby confirm, admit and acknowledge that he is fully aware of the fact that as per the scheme of development there shall be various amenities to be provided - by the Developers and further confirm and acknowledges that common amenities are only proposed ones and discretionary and the Developers shall provide the same, without any time limit or binding and the providing of the such common facilities shall also at their sole

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Radhika Rao

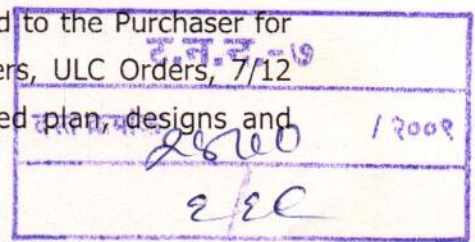
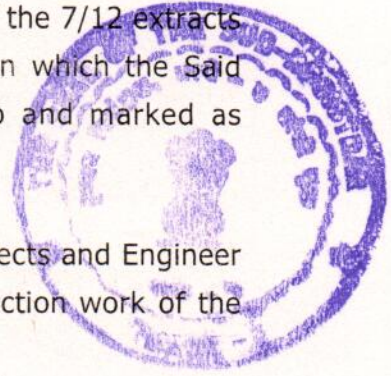


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discretion and further that it shall be always incumbent on the part of the Developers in their sole discretion to vary or amend or cancel or annual all or any of the common amenities without assigning any reasons or any intimation or information to the Purchaser and in case, such common facilities or amenities nor provided, varied or cancelled or deferred and in such event the purchases shall be not be entitled to any reduction or abatement in the amount of consideration payable, as provided hereunder, under any circumstances or for whatever reasons.

- f) The Developers herein declare and state that all the abovesaid Agreement, Power of Attorneys are still valid, legal, 'subsisting, in full force and binding by and between the parties hereto.
- g) As per the terms of the said agreement dated 26<sup>th</sup> APR '06 and Power of Attorney thereto, the Developers herein are entitled to sell the premises of the buildings to be constructed on the said property, on what is known as "Ownership Basis", in favour or prospective purchasers and enter into agreements for sale and receive consideration directly.
- h) The Developers have already commenced development and construction of the and Buildings "**DREAMLAND**" (hereinafter referred to as "The Said Building")
- i) The copy of Title Certificate issued by the developer's Advocate Shri J. A. Patel Advocate, High Court, Mumbai, is annexed hereto and marked as Annexure and also the copies of the 7/12 extracts of the said Entire Lands, including the land on which the Said Building is to constructed is annexed hereto and marked as Annexure.....
- j) The Developers have appointed qualified Architects and Engineer M/s. Lead Consultant, to supervise the construction work of the Said Buildings.
- k) Before signing of these presents, the Purchaser has demanded from the Developers and the devloper have offered to the Purchaser for inspection, the Exemption Order, N. A. Orders, ULC Orders, 7/12 Extracts of the said Land and also approved plan, designs and



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specifications prepared by the developers Architect, as specified under the relevant provisions of the The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act 1963 and the Rules made thereunder.

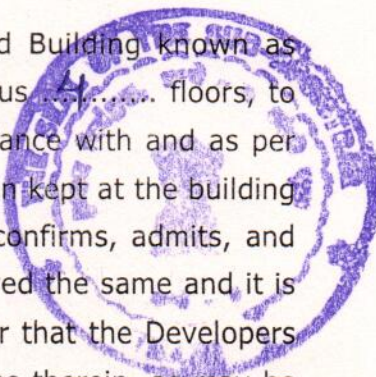
- l) All agreements, power of attorneys, records including the Title Certificate showing the nature of title of Said Land and also the Said Building and the also of Developers to the development rights of the said Buildings and the copies of the plans and specifications of the premises agreed to be purchased by the Purchaser and approved by the Mira Bhayander Municipal Corporation and other competent authorities, have been inspected by the Purchaser to his fullest satisfaction.
- m) Before, execution of these presents, the Purchaser has made a declaration that neither he himself nor anyone of his family owns a tenement/house/flat/shop nor land within 8 kilo meters peripheral area of Thane Agglomeration.
- n) The Purchaser has applied to the Developers for allotment and based on the declarations as aforesaid, the Developer have agreed to allot to the Purchaser a Flat No. 405 on the 4<sup>th</sup> floor, in the Said Building known as "**DREAMLAND**" consisting of Two Room/~~Three Room~~/~~Four Room~~ and Kitchen (hereinafter referred to as "THE SAID PREMISES") and forming part of the Said Building on the terms and conditions, appearing hereinafter.

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

- o) The Developers are constructing the Said Building known as "**DREAMLAND**" which is in ~~sub~~/ground plus 4 floors, to be constructed on the Said Land in accordance with and as per the plans and specifications which have been kept at the building site for the inspection and the Purchaser confirms, admits, and acknowledges that he has seen and approved the same and it is further irrevocably agreed by the Purchaser that the Developers may make such variations and modifications therein, as may be required to be done by the Government, Local Authorities or any

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other authorities or bodies or the developers.

p) The Purchaser has prior to the execution of this agreement, satisfied himself about the title of the Said Land and also of the said Building and also of the Developers to the same. The Purchaser shall not be entitled to further investigate the title of the Said Land and also the Said Building and also of the developer requisitions or objections of whatsoever nature shall be raised, on any matters relating thereto.

06) The Purchaser hereby agrees to acquire, Flat/~~Car parking/Open~~ Space No. 405 on the 4th floor, having a area of 48.32 Sqm the building which is presently known as "DREAMLAND" consisting of Two room / ~~Three Room / Four~~ Room & One Kitchen, as per the plans and specifications seen and approved by the Purchaser for a lumpsum consideration of Rs. 11,70,000/- (Rupees. Eleven Lakhs seventy thousand only ~~only~~) which shall be paid by the Purchaser to the Developers, in the manner mentioned herebelow :

- a) Rs. 50,000/- on or before execution of these presents as and by way of token / earnest money.
- aa) On Completion of Plinth Work Rs. \_\_\_\_\_/-
- b) Rs. \_\_\_\_\_/- on casting of 1<sup>st</sup> slab or on or before.
- c) Rs. \_\_\_\_\_/- on casting of 2<sup>nd</sup> slab or on before.
- d) Rs. \_\_\_\_\_/- on casting of 3<sup>rd</sup> slab or on before.
- e) Rs. \_\_\_\_\_/- on casting of 4<sup>th</sup> slab or on before.
- f) Rs. \_\_\_\_\_/- on casting of 5<sup>th</sup> slab or on before.
- g) Rs. \_\_\_\_\_/- on completion of brick work or on or before.
- h) Rs. \_\_\_\_\_/- on completion of plastering (both internal and external) or on or before.
- i) Rs. \_\_\_\_\_/- on completion of flooring/tiling on or before.
- j) Rs. 11,20,000/- The balance amount of the consideration one week before the delivery of possession of the Said Premises.

Total Rs. 11,70,000/-

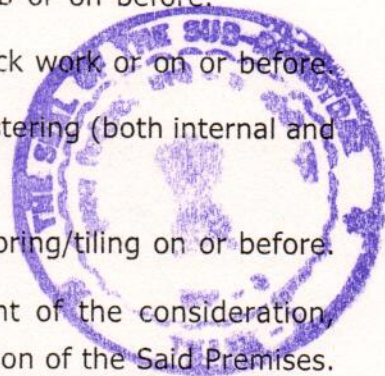
Rupees Eleven Lakhs seventy thousand only

EBS

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Radhika Rao

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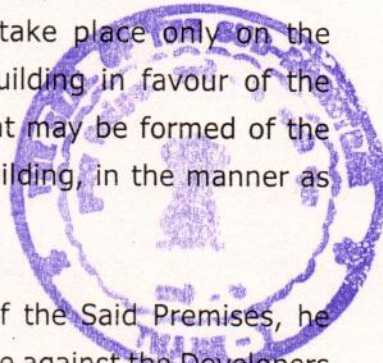
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25/08/2008	1/2008
[Signature]	[Signature]







- 10) Subject however, it is agreed by and between the parties that in case, for whatever reasons, the Developers are not in a position to handover the possession of the Said Premises to the Purchaser within abovesaid period of the mutually extended period and in such event, the Purchaser shall be entitled to terminate this agreement and upon such termination the Developers shall refund to the Purchaser whatever sums paid by the Purchaser to the Developers under these presents, along with interest at the rate of 9% p.a.
- 11) The Purchaser shall have no claim or rights save and except and only to the extent in respect of the Said Premises hereby agreed to be acquired, that is to say, all the areas of open space parking places, stilts, lobbies, staircases, lifts, terraces etc. if and whenever provided and will remain the properties of the Developers, till such time, is/are transferred and conveyed to the proposed co-op, hsg. Society or a limited company or the apex society which shall be formed of the buildings, as the case may be, as provided hereunder, but subject to the rights of the Purchaser as provided herein.
- 12) It is further expressly and specifically understood by and between the parties that nothing contained in these presents, shall be construed as conferring in favour of the Purchaser any right, title or interest in any manner, whatsoever, into or over the portion of land covered under the Said Building or any part thereof or of the Said Premises. Such conferment shall take place only on the execution of conveyance of the Said Building in favour of the co.op.hsg.society or limited company that may be formed of the purchasers of the premise of the Said Building, in the manner as provided hereunder.
- 13) Upon the Purchaser taking possession of the Said Premises, he shall not have any claim whatsoever nature against the Developers as regards the nature of fixtures, fittings, and any other amenities to the provided in the Said Premises and also the Said Building quality of the building materials used in the construction of the Said Premises and also the Said Building or the delay in giving possession or otherwise howsoever.



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- 14) The Developers shall always have absolute rights, until the possession of the Said Premises and Said Building is conveyed to the purchasers of the premises officially, or to the co.op.hsg. society or limited company, as the case may be, to make additions, or put up additional structures or storeyes as may be permitted by the local municipal corporation of the Said Land, including the use of T.D.R. or Floating F.S.I, and other competent authorities and such additional structures and storeyes will be the sole property the Said developers who shall alone be entitled to dispose off, the same in any manner or any terms and conditions as they may in their sole discretion deem fit and proper and the Purchaser do hereby irrevocably accords his consent to the same does not in any way affect or prejudice the rights hereby agreed to be granted in favour of the Purchaser in respect of the said Premises.
- 15) It is further agreed and acknowledged by the Purchaser that he is fully aware of the fact that it is explicitly made clear by the Developers that neither the Purchaser himself nor the co.op.hsg. soc. or limited company or the body of the purchasers of the premises of the Said Building shall not be entitled to assign any right of way or access to any adjacent land or lands out of and/or from any portion of the land covered under the Said Building or out of the Said Land, for whatever reasons and under any circumstances.
- 16) Subject to the rights of the Purchaser hereunder, the Developers shall be liberty to sell, assign or otherwise deal with, dispose off their rights, title and interest in the Said Building already constructed and hereinafter to be constructed thereon, either in full and/or part or portion thereof and raise or borrow moneys against the security of the Said Building, from time to time.
- 17) It is expressly agreed by and between the parties hereto that the area of stilt, if provided, and the terrace of the said building and parapet wall of the Said Building shall always belong to the Developers and they shall be entitled to deal with or dispose off the same in any manner as they deem fit and proper. In case, the Developers are in position to obtain permission from the local authority or from the concerned authority, fro enclosing of the terrace or of the open space and in such event, the Developers

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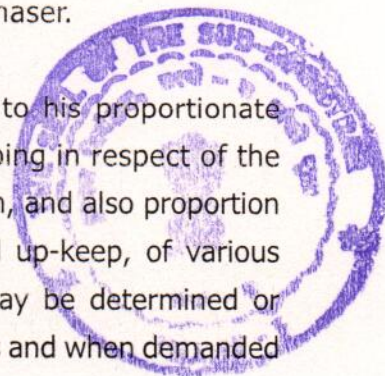
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shall be entitled to dispose off, such erected structure of the open space to anyone and upon such assignment thereof, the purchaser thereof, shall be entitled to use, occupy and deal with the same exclusively and the co.op.hsg.society or limited company which shall be formed of the purchaser of the premises of the Said Building shall admit such purchasers of the open or enclosed stilt / terrace space as members of the society or the limited company, as the case may be, without raising any objection or collecting any amounts save and except share and admission fees.

- 18) Under no circumstances, the possession of the said premises shall be given by the Developers to the Purchaser, unless and until all the payment required to be made under this agreement by the Purchaser has been made to the developers and all the Developers and all the obligations hereunder are complied with, by the Purchaser.
- 19) The Developers shall be entitled to sell, the premises of the said Building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity home, for residential or commercial user or any other use as may be permitted by the local authority in that behalf and the Purchaser individually or the co.op.hsg.society or limited company that may formed, shall not raise any objection whatsoever nature in respect of the matters / issues in this regard.
- 20) The Developers shall, in respect of any amounts to be received from the Purchaser under the terms and conditions of this agreement, have first and paramount lien and charge on the Said Premises agreed to be acquired by the Purchaser.
- 21) The Purchaser hereby agrees to contribute to his proportionate share towards the costs, expenses and outgoing in respect of the items specified in Clause No. .... herein, and also proportion share in respect of maintenance, repairs and up-keep, of various amenities and facilities to be provided, as may be determined or decided by the developer in its sole discretion, as and when demanded by the developers.
- 22) So long as each of the premises in the Said Building shall not be separately assessed for Municipal Taxes and/or levies and water



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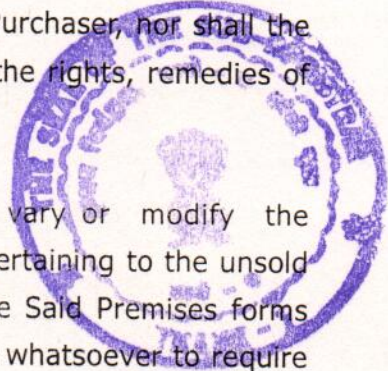
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etc. the Purchaser shall pay to the Developers proportionate share of such taxes levies or charges assessed on the whole building, on the basis of each of the premises in the Said Building being of equal value and area. For such payment of taxes, levies and charges the Purchaser shall deposit with Developers.

- 23) The Purchaser hereby agrees, undertakes and covenants that in the event of any amount by way of premium or security deposit being payable to the Municipal or any Govt. or any other authorities or bodies or betterment charges or any development tax or any other similar or like tax, levies or payments of similar nature, become/s payable in respect of the Said premises and the Said Building, the same shall be re-imbursed By the Purchaser when demanded in proportion to the total area of the Said Building in relation to the Said Premises agreed to be purchased by the Purchaser and in determining such amounts, the decision of the Developers shall be conclusive, final and binding upon the Purchaser. The term betterment charges so referred to hereinabove shall also include and mean any escalation and/or increase in the betterment charges or any other charges of similar nature levied by the Mira Bhayander Municipal Corporation from time to time.
- 24) Any delay or indulgence by the Developers, in enforcing any of the terms of this agreement or any forbearance or giving time to the Purchaser for making payment as provided herein, shall not be construed or deemed as a waiver on the part of the Developers of any of the breaches or non compliance of any of the terms and conditions of this agreement by the Purchaser, nor shall the same, in a any manner, prejudice any of the rights, remedies of the promoters under this agreement.
- 25) The developer shall be entitled to alter, vary or modify the terms-and conditions of this agreement, pertaining to the unsold premises in the Said Building of which the Said Premises forms part and the Purchaser shall have no right whatsoever to require the enforcement thereof or any of them, any time. The Purchaser herein do hereby admit, confirm and acknowledge such rights of the Developers in this regard.



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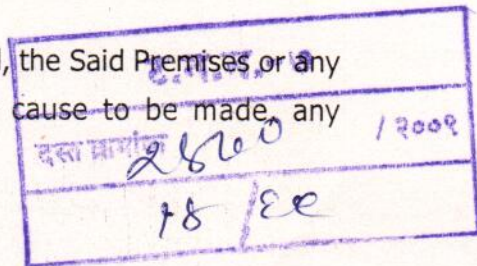
- 26) The Purchaser, if he deems fit and proper may insure and keep insured the Said Premises against the loss or damage by fire or any other calamities, at his own, cost expenses and charges.
- 27) The Purchaser himself with intention to bind all person into whosoever hands the Said premises may come, doth hereby covenants with the developers as follows :
- a) To maintain the Said Premises at the Purchaser's cost in good tenantable repair and conditions from the date of possession of the Said Premises is taken and shall not do, suffer to be done, anything in or to the Said Building and the staircases and passages, which may be against the rules, regulations or byelaws of the concerned local or any other authority or change, alter or make additions in or to the Said Building or in the Said Premises itself or any part thereof.
- b) Not to store in the Said Premises, any goods of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or staircase of the Said Building or storing of such goods are objected to by the concerned local or any other authority and shall not carry or cause to be carried, heavy packages in the staircase, common passages or any other structures of the Said Building, including entrances of the Said Building and in case, any damage is caused to the Said Building, on account of negligence or default of the liable of the this behalf the purchaser shall be for and make the good the loss of all such damages.
- c) To carry at his own cost, all internal repairs, to the Said Premises in the same condition, state and order in which they were delivered by the developers to the Purchaser and shall not do or suffer to be done, anything in/or to the Said Building or in the Said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or any public authority. And in the event of the Purchaser committing any acts, omissions in contravention of the above provision, the Purchaser shall be responsible and liable for all the consequences thereof, to the concerned local authority and/or other public authority, as the case may be.
- d) Not to demolish or cause to be demolished, the Said Premises or any part thereof, nor, at any time make or cause to be made, any

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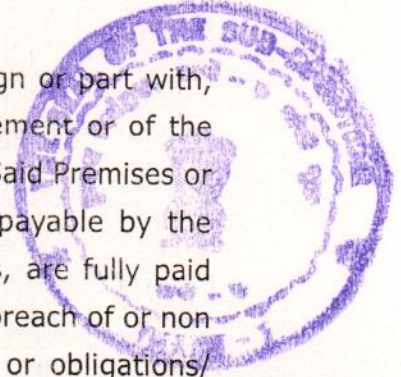
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addition or alteration in the elevation or outside the premises and shall keep the portion, sewers, drains, pipes in the Said premises and appurtenances thereto, in good tenantable repair and condition, and in particular, so as to support, shelter and protect and other parts of the Said Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parts or other structural items in the alterations being carried out by the Purchaser in the Said Premises (whether such alterations are permitted by the concerned authorities or not), there shall be any damage to the adjoining premises or to the premises situated below or above the Said Premises (inclusive of leakage of water and damages to the drains) the Purchaser shall at his own cost and expenses repair such damages including recurrences of such damages.

- e) Not to throw dirty rubbish, rages, garbage or other refuses or permit the same to be thrown from the Said Premises in the compound or any portion of the Said Building.
- f) Pay to Devlopers within seven days of demand by the Developers his share of security deposit as demanded by the concerned local authority or Govt. for giving water, electricity or any other service connections to the Said Building.
- g) To bear and pay, any increase in local taxes, water charges, ground rent, insurance and/or such other levies, taxes if any, which are imposed by the concerned local authority and/or Govt. and/or other public authority on account of the change of user of the Said Premises by the Purchaser.
- h) The Purchaser shall not let, sublet, transfer, assign or part with, the Purchaser's interest or benefits of this agreement or of the Said premises or part with the possession of the Said Premises or any part or portion thereof, until all the dues payable by the Purchaser to the devlopers under these presents, are fully paid and only if the Purchaser has not committed any breach of or non observance of any of the terms and conditions or obligations/ covenants of these presents and until the Purchaser has obtained permission from Devlopers in writing for the above purposes. However such transfer shall be in favour of only the transferees as may be approved by the Developers.



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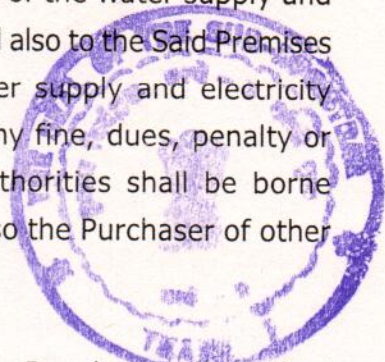
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- i) The Purchaser shall observe and perform all the rules and regulations which co.op.hsg.soc. or the Ltd. Company, or Apex Co.op. Society or the Executive Committee may adopt since its inception and the additions, alterations, or amendments thereof that may be made from time to time for the protection and maintenance of the Said Building.
- j) The Purchaser shall also observe and perform all the stipulations and conditions laid down by Developers or the co.op.hsg.soc. or the Ltd. Company or the Executive Committee that may be formed of the societies of the building to be formed, regarding the occupation and the use of the Said Premises in the Said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this agreement.
- k) Till deed of conveyance of the Said Building, is executed or till the possession of the Said Building is handed over to the co.op.hsg.soc. or the Ltd. Company, as the case may be the Purchaser shall permit the Developers and their surveyors and agents with or without workmen and others at all reasonable times to enter into the Said Premises, in the Said Building and the portion of the land covered thereon, or any part or portion thereof, to view and also to and state and conditions thereof observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement.
- i) The Developers shall not be responsible, in any manner, whatsoever, for the misuse, theft or unauthorized use of the water supply and or electricity supply to the Said Building and also to the Said Premises and/or any damages caused to the water supply and electricity supply installations or meters etc. and any fine, dues, penalty or damages imposed by the concerned authorities shall be borne and paid by the Purchaser himself and also the Purchaser of other premises of the Said Building alone.
28. Letter, receipts and /or notice issued by the Developers dispatched Under Certificate of Posting to the address known to them of the Purchaser will be sufficient proof of receipt of the same by the Purchaser and shall completely and effectively discharge the



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developers their duty, obligation in this regard.

29. The Purchaser hereby agrees to pay to the Developers a for the necessary membership fees and the subscription towards the share capital and the professional fees and out of pocket expenses thereon and further undertakes to be a member of the co.op.hsg.soc. or the limited company to be formed in the manner hereinafter appearing and also from time to time and execute, the applications for registration and other papers and documents, so necessary for the formation and registration of the co.op.hsg.soc. society or the limited company duly filled, signed and return the same within ten days of the same being forwarded by the Developers to the Purchaser. No objection shall be raised by the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other competent authority.
- 30) All costs, charges and expenses in connection with the formation of the co-operative housing society or the limited company or the association of apartment purchasers as contemplated by the provision of The Maharashtra Apartment Ownership Act, 1970, as the case may be, as well as, the costs or preparations, engrossing, stamping and registering this agreement, Deed of conveyance and any other document required to be registered by the Developers or the Purchaser and the Stamp duty and the registration fees and out of pocket expenses, in respect of such documents, transferring land and /or building in favour of such co.op.hsg.society or limited company or of Deed of Conveyance in respect to the Said Building, as well as the entire professional costs of the advocates of the Developers in preparing and approving all such documents, shall be borne and paid by the co.op.hsg.soc. or limited company proportionately by the members of the cooperative housing society or limited company or such apartment owners. The Developers shall not contribute towards any such expenses. The Proportionate share of such costs, charges and expenses payable by the Purchaser shall be paid by him immediately on demand by the Developers.
- 31) The Purchaser shall not use the Said Premises or permit the same to be used for any purpose whatsoever, other than for the purposes

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for which the Purchaser has sought, while making application for allotment of premises in the Said Building nor use the Said Premises in any manner, for any purposes, which may or is likely to cause nuisance or annoyance to the occupiers of other premises in the Said Building or to the owners or the occupiers of the neighbouring properties nor for any illegal or immoral purposes.

- 32) The Purchaser will not at any time, demolish or caused to be demolished, the Said Premises agreed to be purchased by him or any part thereof, nor, will at any time, make or caused to be made, any additions or alterations of whatever nature to the Said Premises or any part thereof. The Developers shall not permit the closing of verandas or lounges of balconies or make any alterations in the elevation and the outside colour scheme of the Said Premises to be acquired by the Purchaser.
- 33) After the Said Building is complete and ready, fit for occupation and after the co.op.hsg.society or the limited company is registered or incorporated and after all the premises of the Said Building have been sold and disposed off by the Developers and the Developers have received all the dues payable to them under the terms of the Agreement for sale from various flat/shop/premises purchasers, the Developers shall cause the execution of the assignment or conveyance in favour of the co.op.hsg.soc. or limited company, as the case may be, that may be formed in the manner as provided hereunder.
- 34) In the event of co.op.hsg.society or limited, company being formed and registered before the sale and disposal by the, Developers of all the premises in the Said Building, the powers and the authorities of the society to be formed of the Purchaser and also purchasers of other premises of the Said Building, shall be subject to the overall authority and control of the Developers or any of the matters concerning the construction of the Said Premises and the Said Building concerning the construction of the Said Premises and the completion thereof and all or any amenities pertaining to the same and in particular, the Developers shall have absolute authority, right and control as regards the unsold premises of the Said Building and disposal thereof.

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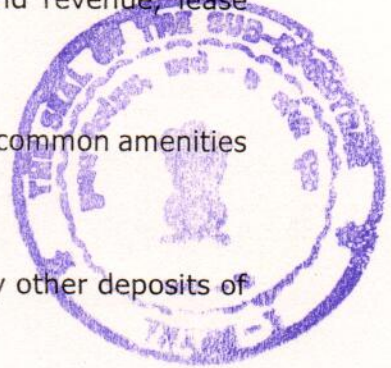
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35) The following expenses which may be incurred for the Said Building shall be borne and paid by the Purchaser :

- a) The expenses of maintaining, repairing, redecorating etc. of the main structure and in particular the roof gutters and rain water pipes of the buildings, water pipes, gas pipes and electric wires inside, under or upon the building and enjoyed or used by the Purchaser in common with other purchasers as or occupiers of other flats/shops/premises and the main entrance, passages, landing staircases of the Said Building and other premises / buildings, of the Said Complex, as enjoyed by the Purchaser or used by him in common with other purchasers or occupiers of the premises of the Said Building and the boundary walls of the terrace of the Said Building.
- b) The cost of cleaning and lighting passages, landings, staircases and other parts of the Said Building or other common facilities of the Said Complex, enjoyed or in use by the Purchaser in common with other flats/shops/premises purchasers or occupiers of the other buildings of the Said Complex.
- c) Cost of decorating of the exterior the Said Building and other common amenities / facilities.
- d) The cost of salaries of clerks, bill collectors, chowkidars, security personnels, sweepers etc. gardeners etc.
- e) The cost of maintenance of the lights and other service items.
- f) Municipal and other taxes, water charges, land revenue, lease rent etc.
- g) Cost of insurance of the Said Building and other common amenities and facilities of the Said Building.
- h) Cost of water meters electric meters and/or any other deposits of water or other electric installation.
- i) Such other expenses as are necessary or incidental to the maintenance and the upkeep of the Said Building.



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36. The Purchaser agrees and undertakes to abide by whatever the decisions and/or rules / regulations and modalities for the upkeep and maintenance of other common amenities/facilities to be provided in the Said Building may be formulated by the Developers or the Original Developers, initially and thereafter by the Apex Society or the Executive Committee that may be formed of the building, including all matters concerning recreational facilities / garden, open roads, to be provided and subject to the conditions as provided hereunder.
- 37) The Purchaser hereby acknowledges that he is fully aware of the fact that there is insufficient supply of water in Mira-Bhayander and therefore Mira-Bhayander Municipal Corporation is not in a position to release fresh water connections to new buildings and under such circumstances, the Developers will not be in a position to make arrangement water supply to the Said Building and hence, are not bound to make provision for water supply in the Said Premises and the Said Building. However, the Developers shall try their level best to procure and/or arrange water supply from Mira - Bhayander Municipal Corporation, at the cost, expenses and charges of the Purchaser and the purchasers of other flats of the Said Building
- 38) It is clearly understood, admitted and acknowledged by the Purchaser himself and also other purchasers of the flats/shops/ premises in the Said Building that the Developers shall at all time be entitled to use and also assign the use of the same of the terrace including the parapet wall or the compound of the Said Building for the purposes including the display of hoardings, signboards, displays and advertisement or publicity items. The Purchaser nor any other purchasers of the premises of the Said Building or the co.op.hsg.soc. or the limited company which shall be formed as aforesaid, shall not be entitled to raise any objections or claims of any abatement in the price of the premises agreed to be acquired by the Purchaser and/or to any compensation or damages on the ground of inconvenience or any other grounds whatsoever.
- 39) Notwithstanding the execution of the conveyance by the Developers to the proposed co.op.hsg. soc. or limited company and/or handing

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over the possession of the Said Premises to the Purchaser or the Said Building to the flat/shop/premises purchasers, the Developers alone shall be entitled for the unsold premises to be constructed in the Said Building and further that it is the Developers alone are entitled to any increase in the F.S.I, then available and the Purchaser and the Purchasers of other flats of the Said Building or the Co.op. Hsg. Soc. or Limited Company to be formed, as aforesaid, shall always accept the person or persons of any premises are sold subsequently either on ownership basis, tendency basis or leave and license basis as members or as nominal members, as the case may be, without raising any objection whatsoever.

- 40) It is clearly agreed and specifically understood and acknowledged by the Purchaser that it shall not be the obligation on the part of Developers nor or it shall be not incumbent on the part of the Purchaser to see accounts from the Developers in respect of any of the amounts so paid by the Purchaser.
- 41) The Developers have further informed the Purchaser and it is a clearly understood by the Purchaser that as per prevailing laws for the registration of the Co.op. Hsg. Soc. or Limited Company of the purchasers of flat/shop/premises of the Said Building, at least 60% of all the agreements for sale are to be registered with the Sub Register of Assurance. In case, agreements for sale in respect of a least 60% of the total premises of the Said Building are not registered, in that event, the Developers shall not be responsible for the registration of the Co.op. Hsg. Soc. or Limited Company, till such time, such minimum agreements for sale duly registered as aforesaid.
- 42) The Purchaser acknowledges that he is fully aware that the registration of this Agreement is compulsory, as per the provisions of Section 4 of the Maharashtra Ownership Flat Act, 1963 and therefore undertakes that he shall take all necessary steps to register the same, within the stipulated time at his own costs and expenses the Purchaser shall lodge this agreement with Sub-Registrar of Assurance at Bhayander, Thane or Mumbai intimate the Developers in writing, the particulars of the number, date under which the agreement is lodged for.

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

**THE SCHEDULE ABOVE REFERRED TO**

ALL THAT PIECES and parcels of lands or grounds bearing details as under :

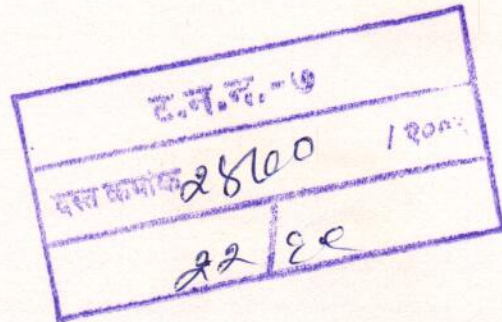
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337	18	13	400	First Property
337	18	15	680	Second Property

Both situated at being and lying at Revenue Village Goddeo, (Bhayander) Taluka & District Thane, which is now falling within the local limits of Mira Bhayander Municipal Corporation and which is delineated in red coloured ink in the copy of the plan annexed hereto.

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

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**THE SCHEDULE ABOVE REFERRED TO**

A Flat bearing No. 405 on 4<sup>th</sup> floor in  
..... wing, admeasuring ..... sq.ft. .... equivalent  
to 48.32 Bpl sq.mtrs. on the 4<sup>th</sup> floor in  
..... wing of the building known as "DREAMLAND" to  
be constructed on the properties described in the First Schedule  
hereinabove written.

SIGNED, SEALED AND DELIVERED )

WITHINAMED **DEVELOPERS** )

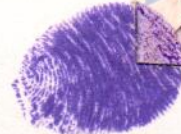
**M/S. HARI OM DEVELOPERS** )

through it Partner..... )

Mr. Chirag B. Sanghavi )

**FOR HARI OM DEVELOPERS**

Chirag B. Sanghavi  
Partner



In the presence of

1. Shri.....

2. Shri.....



SIGNED, SEALED AND DELIVERED )

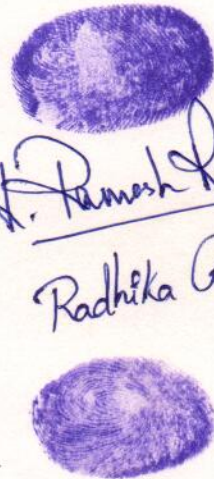
BY THE WITHINAMED PURCHASER )

SHRI/SMT/M/S..... )

Ramesh Sudaeshan Rao )

Smt. Radhika Ramesh Rao )

Ramesh Rao  
Radhika Rao



In the presence of

1. Shri.....

2. Shri.....

