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towards the outgoing. The amounts to be paid by the Purchaser to the Developers shall not carry any interest. Subject to the provisions of clause 28, (i.e. regarding 12 months charges) the Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is the express intention of the parties that irrespective of the fact whether the Purchaser takes possession of the said Premises or not, the Purchaser shall without any dispute or objection pay and discharge his/her share of outgoings and the decision of the Developers as regards the time, period and the proportion of the amount demanded shall be conclusive, final and binding upon the Purchaser.

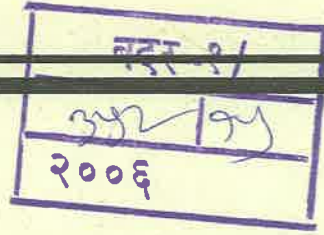
15. The Purchaser shall use the said Premises or any part thereof or permit the same to be used for the purpose permitted as per the Agreement herein. The space provided for the entrance of the building shall be used as the entrance only and the Purchaser shall not use the same in any other way except for entering the building. The Purchaser shall not use the said Premises for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the said building or for any illegal or immoral purpose. The Purchaser shall use the garage/parking space only for the purpose of parking his/her vehicle.

16. The Purchaser and the persons, to whom the said premises are permitted to be transferred, shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Developers may require for safeguarding the interest of the Developers and the Purchaser.

17. The Purchaser shall not decorate the exterior of the said flats/premises otherwise than in a manner agreed to with the Developers under this Agreement.

18. So long as each flat/premises in the said building shall not be separately assessed for Municipal taxes and water taxes, the Purchaser shall pay the Municipal tax and water tax assessed on the whole building in such proportion to be determined by the Developers on the basis of the area of the flat/premises in the said building/s. The Purchaser along with the other premises holders will not require the Developers to contribute a proportionate share of the maintenance charges of the flats/premises/garages etc. which are not sold and disposed off by the Developers and the Developers will also be entitled to the refund of the Municipal taxes on account of the vacancy of the said premises.





19. The Purchaser shall bear and pay the Stamp duty and registration charges in respect of the Agreement herein and shall also pay the proportionate stamp duty and registration charges on the Conveyance Deed or any document or instrument of transfer in respect of the said property and the building/s to be executed in favour of the proposed Society/s.

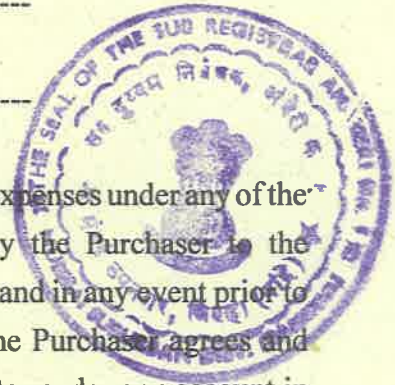
20. The Purchaser in addition to the purchase price to be paid by the Purchaser to the Developers as per clause 3 above and the municipal taxes, maintenance charges and outgoings to be payable by the Purchaser to the Developers after taking possession of the said premises pay to the Developers the following amounts prior to taking possession of the said premises:-

- | | | |
|-------|-------------|--|
| (i) | Rs.100/- | (Rupees One Hundred only) as membership admission fee. |
| (ii) | Rs.250/- | (Rupees Two Hundred Fifty only) as share money. |
| (iii) | Rs.15,000/- | (Rupees Five Thousand only) towards legal charges. |
| (iv) | Rs.12,500/- | (Rupees Ten Thousand only) for formation charges of the proposed Society / organization. |
| (v) | Rs.15,000/- | (Rupees Ten Thousand only) towards Charges and deposits payable for installation expenses of electric cable meters etc. For BSES/TATA/BMC and overhead expenses. |

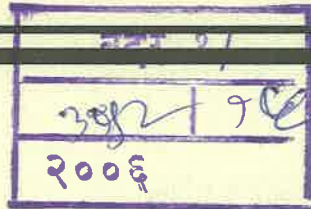
Rs.42,850/-

TOTAL

The Purchaser agrees and understands that if the expenses under any of the above heads are less then the same shall be paid by the Purchaser to the Developers forthwith on demand made by the Promoter and in any event prior to being permitted to enter upon the said Premises. The Purchaser agrees and understands that the Promoter shall not be called upon to render any account in respect of the above amounts.



21. The Purchaser shall pay to the Developers at the rate of Rs.14/- (Rupees Fourteen only) per square foot of the said Premises as levied by the Municipal Corporation of Greater Mumbai as and by way of development charges simultaneously with the payment to be made as per sub-clause 3k above i.e. of internal and external plaster of the walls is completed in respect of the said Premises, whichever is earlier, time being of essence of the contract.



22. In addition to the purchase price and other amounts payable by the Purchaser to the Developers under these presents, the Purchaser shall pay to the Developers the sum calculated at the rate of Rs.56/- (Rupees Fifty Six only) per square foot of the area of the said Premises as and by way of Infrastructural Development Charges as per the conditions contained in the LOI. The said sum calculated at the said rate of Rs.56/- sq. ft. shall be paid as follows:

(a) The sum calculated at the said rate of Rs.40/- (Rupees Forty only) per sq. ft. shall be paid simultaneously with execution of these presents (the payment and receipt whereof the Developers do and each of them doth hereby admit and acknowledge)

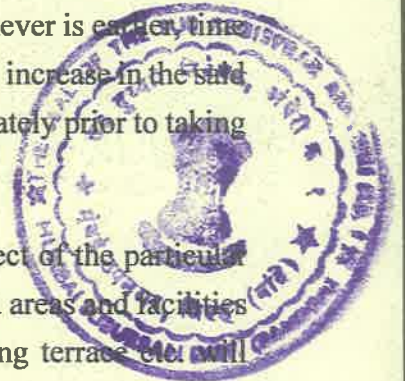
(b) The balance sum calculated at the rate of Rs.16/- (Rupees Sixteen only) per sq. ft. shall be paid simultaneously with the payment to be made under clause 3K above referred to i.e. of internal and external plaster of the walls is completed in respect of the said Premises, whichever is earlier, time being of essence of the contract.

23. It is agreed that the Purchaser shall pay to the Developers a sum of Rs.3,000/- (Rupees Three Thousand only) towards the balcony enclosure premium for each balcony in the said Premises simultaneously with the payment to be made under clause 3k above referred to i.e. of internal and external plaster of the walls is completed in respect of the said Premises, whichever is earlier, time being of essence of the contract. It is agreed that if there is any increase in the said premium, the same shall be paid by the Purchaser proportionately prior to taking possession of the said Premises.

24. The Purchaser has no claim save and except in respect of the particular premises, common areas and facilities and limited compound areas and facilities agreed to be acquired, i.e. all other rights and area including terrace etc. will remain as the property of the Developers/Society.

25. The name of the buildings to be constructed on the said property shall be "SONAL SIDDHI/SONAL PARADISE Co-operative Housing Society Limited", and shall not be changed without the written permission of the Developers.

26. It is agreed that all the payments to be made under this Agreement to the Developers shall be deemed to have been made if the same are paid in cash against the receipt from the Developers and/or if the same are paid by cheque or bank draft then on the same being realized and not otherwise.



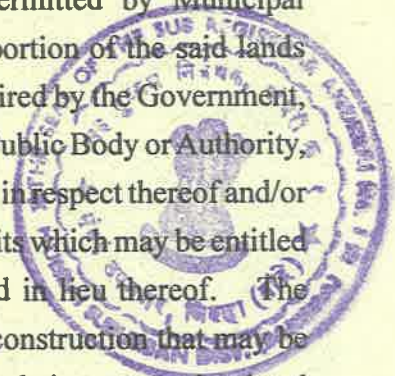


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27. The Purchaser shall lodge this Agreement for registration with the proper Sub-Registrar of Assurance, at his/her/their cost (registration charges, stamp duty etc.)

28. The Purchaser shall prior to being permitted to occupy the said Premises pay to the Developers a sum of Rs. 13,080/- (Rupees Thirteen Thousand Eighty only only) (being approximately 12 months maintenance charges, taxes and outgoings (at the rate of Rs. 1090/- per month) which will be utilized by the Developers towards payment of Municipal Taxes, maintenance charges and other outgoings for a period of 12 months from the Purchaser being permitted to enter upon the said Premises. After the said Society/s as aforesaid shall have been formed and the building shall have been transferred and conveyed to the said Society as aforesaid, the Developers shall hand over the balance thereof, if any, to the said Society/s. In the event of any additional amount becoming payable towards the Municipal Taxes, maintenance charges and other outgoings for the said period of 12 months then the Purchaser shall forthwith on demand pay the difference to the Developers. After the expiry of the said period of 12 months the Purchaser shall pay the outgoings as per clause 14 (b) hereinabove.

29. The Developers shall have right to make additions, and/or alterations and raise or put up additional structures, as may be permitted by Municipal Corporation and other Component Authorities. If any portion of the said lands and/or the said property is acquired or notified to be acquired by the Government, Municipal Corporation of Greater Mumbai or any other Public Body or Authority, the Developers shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or TDR F.S.I. and all other benefits which may be entitled to receive all the benefits which may be permitted in lieu thereof. The Developers shall also be entitled to use any additional construction that may be permitted by the Municipal Corporation of Greater Mumbai or any other local Body or concerned authority on the proposed buildings and said lands and/or property. Such additional structures and storeys will be the sole property of the Developers who will be entitled to dispose it off in any way they choose and the Purchaser hereby irrevocably consents to the same. Under the circumstances aforesaid, the Purchaser shall not be entitled to raise any objection or to any abatement in the price of the said Premises agrees to be acquired by him/her/them and/or any compensation or damage on the ground of inconvenience or any other ground whatsoever. It is agreed by and between the parties that if the permitted floor space index or density is not consumed in the said building/s being put up



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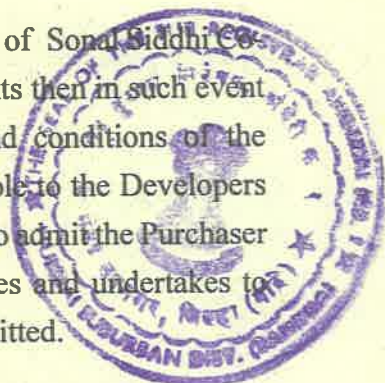


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and/or at any time further construction on the land is allowed the Developers shall always have the right to put additional construction and stories and/or consume the balance floor space index and/or additional floor space index of any other property in any other manner whatsoever and the Society and/or the purchaser/s and/or the Purchaser herein shall not be entitled to claim any share, right title or interest in any such additional F.S.I. as aforesaid nor shall be entitled to raise any objection whatsoever in respect of its use by the Developers in any manner they choose. The Purchaser agrees and confirms that if any area of FSI may be generated from the said property, then that the Developers shall be alone entitled to all benefits there from and the Purchasers shall not claim any rights therein.

30. The Developers will sell or give on lease or allot all the flats/premises in the buildings intended to be constructed on the said property more particularly described in the First Schedule hereunder written with a view that ultimately the purchasers of such flats/premises in the building comprised in the free sale component of the Composite Building shall become members of the Society 'B' i.e. "Sonal Paradise Co-operative Housing Society" proposed to be formed of the Purchasers or acquires of premises in the building comprised in the free sale component if two Societies are permitted or if one Society is permitted then the Purchaser shall be admitted as member of the proposed Sonal Siddhi Co-operative Housing Society.

31. It is agreed that in the event a single society in the name of Sonal Siddhi Co-operative Housing Society is formed of both the components then in such event after the Purchaser has complied with all the terms and conditions of the Agreement herein and has paid all amounts due and payable to the Developers herein, the Developers will request the Society in writing, to admit the Purchaser as a member of the Society. The Purchaser hereby agrees and undertakes to become a member of such Society if only one society is permitted.



32. After completion of the entire project of development of the said property described in the First Schedule hereunder written and only after all the flats/premises are sold to the prospective purchasers / outsiders in free sale component of the building/s to be constructed on the said property and all the amounts payable by all of them are paid and received by the Developers, the Developers shall either:

(a) In event of one Society being permitted, request the Society to admit all such persons/outsideers including the Purchaser herein as a member of Sonal Siddhi / Sonal Paradise Co-operative Housing Society as per the rules regulations & by-laws of the Sonal Siddhi / Sonal Paradise Co-operative Housing Society.



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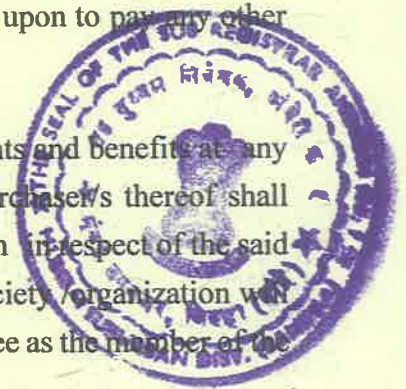
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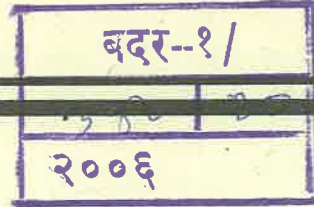
(b) If two Societies i.e. Society 'A' and 'B' as aforesaid are permitted under the Slum Rehabilitation Scheme, the Developers shall form and register two separate Societies as aforesaid, firstly in respect of the persons who are members of the said proposed Society who are to be accommodated in the premises comprised in the Rehabilitation Component of the Slum Rehabilitation Scheme (i.e. Society 'A') and secondly in respect of the Persons/ outsiders who shall purchase and acquire premises comprised in the Free Sale Component of the Slum Rehabilitation Scheme (i.e. Society 'B') "Sonal Paradise Co-operative Housing Society" and in such event the Purchaser herein shall be admitted as member of Society 'B'.

33. The Developers shall if necessary, become a member of the said organization being the Co-operative Society or Apartment Scheme or Limited Company or Association in respect of their rights and benefits. Towards the unsold premises/areas which are in possession of the Developers as and when sold, the members and society formed by the purchasers and acquirers shall admit all such persons/outside only on charging admission fee not exceeding Rs.350/- (Rupees Three Hundred Fifty) towards Entrance fee, Share money and without charging any transfer fee or premium or other amounts. The Developers shall, in case they become members of the Society/s in respect of the unsold flats/premises, be liable for the payment of only municipal taxes and proportionate dues of government and local bodies and authorities. The Developers shall not be liable for and shall not be called upon to pay any other charges in respect of the unsold flats/premises.

34. If the Developers assign and dispose off their rights and benefits at any time to anybody, the assignee, transferee and/or the purchaser/s thereof shall become the member of the proposed Society /organization in respect of the said rights and benefits. The Purchaser and the proposed Society /organization will not have any objection to admit such assignee or transferee as the member of the proposed Society /organization.

35. The Purchaser hereby agrees and undertakes along with other purchasers of flats in the building that he/she shall become a member and shall join in forming and registering the proposed Society /organization to be known as "SONAL SIDDHI/ SONAL PARADISE CO-OPERATIVE HOUSING SOCIETY" or any other name as can be reserved with the Registrar of Societies and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents

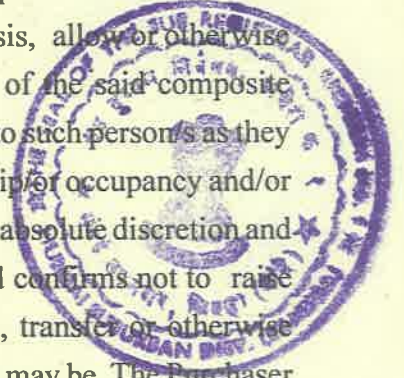


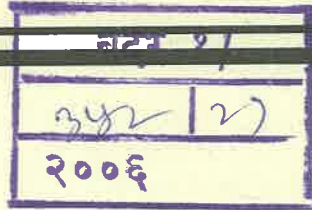


necessary for the formation and the registration of the Society or Limited Company and for becoming a member including the bye-laws of the proposed Society /organization and duly fill in, sign and return to the Developers within 15 days of the same being forwarded by the Developers to the Purchaser, so as to enable the Developers to register the organization/s of the premises purchasers and acquirers under Section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. No Objection shall be taken by the Purchaser if any changes or modifications are made in the draft Memorandum and/or Articles of Association and/or the bye-laws of the proposed Society /organization, as may be required by the Registrar of Companies / Societies, as the case may be or any other Competent Authority.

36 The Purchasers and person to whom the said flat/premises are permitted to be transferred, shall from time to time, sign all applications, papers and documents and to all acts, deeds and things as the Promoters or the Society may require for safeguarding the interest of the Promoters and / or the Purchaser. For such transfer area to be considering as 525/565/400/740/545 for flats and 3050/3050 for Commercial Premises

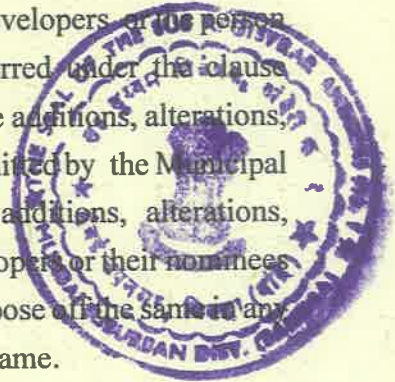
37. The terraces of the building or part or parts thereof till the same are/is allotted and/or agreed to be sold, as well as the parapet walls, shall be the property of the Developers or their nominees or assignees. It is expressly agreed between the Developers and the Purchaser that the Developers shall be entitled to give, allot, sell, assign, lease, give on leave and license basis, allow or otherwise transfer open terrace and/or part terraces on any floor of the said composite building to be known as "Sonal Siddhi / Sonal Paradise" to such person/s as they may deem fit for consideration and with right of Ownership/occupancy and/or lease or otherwise as the Developers may deem fit in their absolute discretion and the Purchaser hereby exclusively agrees and declares and confirms not to raise any dispute or objection to such sale, lease, assignment, transfer or otherwise however by the Purchasers of such open terrace as the case may be. The Purchaser agrees that he/she alongwith other purchasers of flats/units or the proposed Society/s will not charge anything from the Developers or their nominees or assignees any amount whether by way of monthly maintenance charges or any other charges or outgoings or any other amounts for use of terraces, compound walls etc., for display or advertisements or hoarding or putting up cellular station, etc. or for any purposes mentioned herein or otherwise. The Developers or their





nominees or assignees or such person/s shall also be entitled to display advertisements or put up hoardings in or over the walls of the terrace as well as on any portion of the said property including the compound thereof and on the walls of such compound and shall be exclusively entitled to the income that may be derived by display of such advertisement at any time hereafter. The Developers or such transferee or assignee of the Developers shall be entitled absolutely and forever to put up a cellular station with the necessary structures therefore or cause to put up a cellular station or otherwise on the terraces or part or parts thereof and to receive the income thereof for his exclusive use and benefit to the exclusion of the Purchaser herein or the said organization being the Co-operative Society or Limited Company or Association or its members. The agreement with the Purchaser herein and all other purchasers and acquirers of premises in the said building shall be subject to the aforesaid rights of the Developers or their nominees or assignees who shall be entitled to use the said terraces or part or parts thereof as well as the said property in such manner they deem fit and the Purchaser herein shall not be entitled to any abatement in the price of the said Flat agreed to be acquired by him/her on the ground of inconvenience or any other ground whatsoever IT IS HEREBY AGREED that the Developers shall be entitled either to nominate any other person to obtain the benefits of the rights and interest conferred by this clause or to assign such benefits, rights, and interest in favour of any other person.

38. The Developers or any person nominated by the Developers, or the person to whom the Developers' rights and benefits are conferred under the clause hereinbefore mentioned shall have absolute right to make additions, alterations, raise storeys or put up additional structures as may be permitted by the Municipal Corporation and other Competent Authorities. Such additions, alterations, structure and storeys will be the sole property of the Developers or their nominees or assignees as the case may be who will be entitled to dispose off the same in any way they choose and the Purchaser hereby consents to the same.



39. The Developers shall be at liberty to sell or mortgage or otherwise deal with or dispose off their right, title and interest or part thereof in the said property to any person or person as they may deem fit and in such manner they deem fit, subject to the right of the Purchaser in respect of the said Premises hereby agreed to be sold to the Purchaser.

40. The Purchaser shall be entitled to enter upon the said Premises only after the building is ready for use and occupation and only after all the amounts due by the Purchaser under this agreement are paid to the Developers. The Purchaser may be permitted to enter upon the said Premises earlier before the same is ready



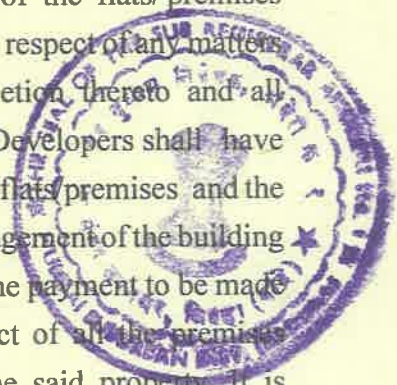
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for use and occupation to enable the Purchaser to decorate the same internally provided however that the Purchaser has paid full consideration herein mentioned and all other amounts payable hereunder to the Developers and the Purchaser commences payment of the municipal taxes, maintenance charges and other outgoings, provided further that, he/she/they shall not be entitled to use and occupy the said Premises till the Occupation Certificate and/or Part Occupation Certificate and/or Completion Certificate from the Municipal Corporation of Greater Mumbai and/or other necessary consents from other concerned authorities are obtained.

41. Upon the Purchaser being permitted to enter upon the said Premises he/she/they shall have no claim against the Developers in respect of any items or work in the said Premises which may be alleged not to have been carried out and/or completed and/or being defective and/or being not in accordance with the plans and/or specifications and/or this agreement and/or otherwise however in relation thereto.

42. The Purchaser shall have no claim save and except in respect of the said Premises, common areas and facilities and limited common areas and facilities agreed to be acquired i.e. all other rights and area including terraces etc. will remain the property of the Developers.

43. In the event of any corporate body being formed and registered before the sale and disposal by the Developers of all the flats/premises in the said buildings, the power and authority of the corporate body as formed or of the Purchaser herein and the other purchasers and acquirers of the flats/premises shall be subject to the overall control of the Developers in respect of any matters concerning the said buildings, the construction and completion thereof and all amenities pertaining to the same, in particular, the Developers shall have absolute authority and control as regards to the unsold flats/premises and the disposal thereof. The Developers will also control the management of the building and realisation of the outgoings and the disbursement of the payment to be made till the Developers nominate persons/outside in respect of all the premises comprised in the free sale component in respect of the said property. It is specifically agreed and understood by and between the parties hereto that on the receipt of the entire consideration monies from all the purchaser/acquirers of flats/premises in the buildings to be constructed in the free sale component under their respective agreements, and if two Societies are permitted the Developers shall cause the Owner to execute Deed of Conveyance in favour of the Society B of a portion of the said property. It is agreed that the stamp duty and registration





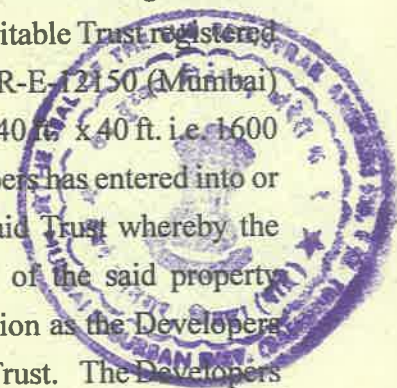
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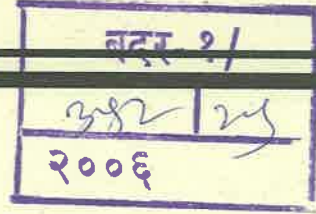
charges to be paid on such Deed of Conveyance shall be borne and paid proportionately by the Purchaser herein and other purchasers or acquirers or flats/premises in the free sale component and the Purchaser has agreed to the same.

44. Only upon the completion of the development of the entire project of development on the said property described in the First Schedule hereunder written shall the Developers register such Society/s as may be deemed convenient and profitable to the Developers and only thereupon shall the Developers transfer to the said the said property more particularly described in the First Schedule hereunder written / portion thereof together with the building/s by executing a Deed of Conveyance as the Promoter deems fit and as may be permitted by SRA in favour of such Society/s. Such Deed of Conveyance shall be in keeping with the terms and provisions of the Agreement herein.

45. The Developers may as aforesaid, and if permitted by the concerned applicable rules, cause the Owner to execute two separate Conveyances firstly of Portion 'A' to the Society A and secondly of the Portion 'B' to the Society 'B'. The Developers state that the area of Portion 'A' and/or Portion 'B' is not till date ascertained and the Purchaser herein and/or the members of the proposed Society 'B' shall not raise any dispute and/or objection to the quantum of the area to be conveyed to the Society A or Society B.

46. Under a Deed of Trust dated 1st October 1986 the Owner has granted to GAJANAN MAHARAJ MANDIR TRUST, a Public Charitable Trust registered under the Public Charitable Trust Act, 1950 under No.PTR-E-12150 (Mumbai) (hereinafter called the "said Trust") a portion admeasuring 40 ft x 40 ft. i.e. 1600 sq. ft. approximately out of the said property. The Developers has entered into or shall be entering into agreement/arrangement with the said Trust whereby the Developers will provide the said Trust with a portion of the said property admeasuring 1600 sq. ft. approximately of such dimension as the Developers deem fit in lieu of the existing portion occupied by the said Trust. The Developers have represented to the Purchaser and the Purchaser has been made aware that the Developers shall be causing the Owner of the said property/the proposed Society to execute a lease of the said portion of the said property on perpetual leasehold basis in favour of the said Trust and that the said Trust at the option of the Developers may be called upon to become a member of the proposed Society. The





goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said building/s in which the flat/premises is situated and in case any damage is caused to the building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequence of the breach;

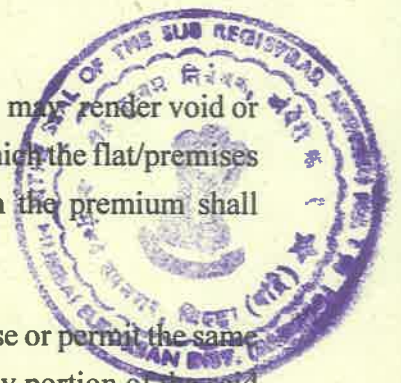
(c) To maintain the said Premises in the same condition, state and order in which it was delivered by the Developers to the Purchaser and shall not do or suffer to be done anything in or to the building or the said Premises which may be in breach of the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser committing any act in contravention of the above provision, he shall be responsible and liable for the consequences thereof to the concerned local authority and/or the other public authority;

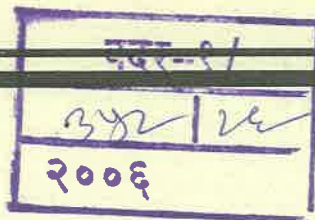
(d) Not to demolish or cause to be demolished the said Premises or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Premises or any part thereof nor any alteration in which the elevation and outside colour scheme of the building in which the said Premises is situated 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 the other parts of the said building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC parrdis or other structural members in the flat/premises without the prior written permission of the Developers;

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance or the said land and the building in which the flat/premises is situated or any part thereof or whereby any increase in the 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 Premises in the compound or any portion of the said land and the building in which the said Premises is situated;

(g) Pay to the Developer within 15 days of demand his share of security deposit demanded by concerned local authority or government for giving water, electricity or any other service connection to the building/s in which the said Premises is situated;





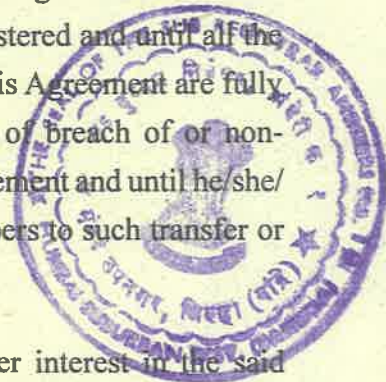
(h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser, if permitted by the Developers and the concerned local authorities;

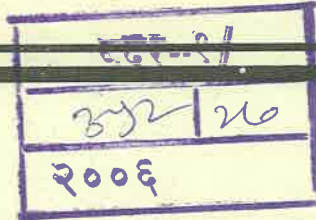
(i) The Purchaser shall observe, above by and perform all the rules and regulations and bye-laws of the Society to be formed for protection and maintenance of the said building and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the 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 Proposed Society regarding the occupation and use of the flats/premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

(j) Till the Developers nominate persons/outsideers in respect of all the said remaining flats/premises and till completion of the proposed building/s the Developers their/his surveyors and agents, with or without workmen and others, shall be entitled at all reasonable times, to enter and upon the said land and building or any part thereof to view and examine the state and condition thereof.

51. The Purchaser shall not let, sublet, transfer, assign or part with the Purchaser's interest or benefit under this Agreement including the said Premises till the proposed Society /organization is formed and registered and until all the dues payable by the Purchaser to the Developers 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 he/she/they obtain/s previous consent in writing of the Developers to such transfer or assignment of Purchaser's interest.

52. If the Purchaser desires to sell or transfer his/her interest in the said Premises or desires to transfer or give the benefit of this Agreement to anyone else, and if the Developers agree to give such consent then and in such event, simultaneously with the Developers granting to the Purchaser the consent as herein contemplated the Purchaser shall pay to the Developers such sum as the





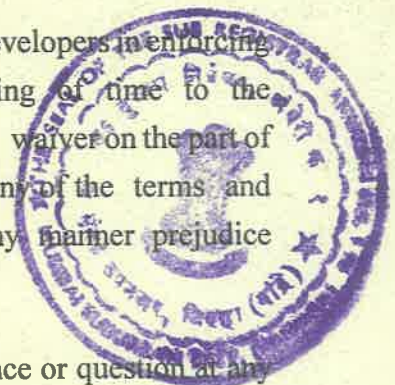
Developers may in their absolute discretion determine by way of transfer charges and administrative and other costs, charges and expenses of and pertaining to the same. It is clearly understood and agreed that unless such amount is paid to the Developers by the Purchaser the Developers shall not be bound or liable to consent to such transfer and that the Developers are not obliged to consent to transfer even if the Purchaser is willing to pay such charges.

53. The Purchaser and the persons, to whom the said Premises are let, sub-let, transferred, assigned or given possession of (after prior written permission of the Developers) shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Developers of the Co-operative Housing Society/organization may require for safeguarding the interest of the Developers and/or the Purchaser and/or the other purchasers/acquirers in the building/s proposed to be constructed on the said property more particularly described in the First Schedule hereunder written.

54. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or of the said plot and building or any part thereof. The Purchaser shall have no Claim save and except in respect of the said Premises hereby agreed to be sold to him/her and the Purchaser shall have no claim in respect of open spaces, open terraces, lobbies, staircases, terrace, recreation spaces etc. which will remain the property of the Developers until the construction of the said proposed building/s is completed.

55. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developers shall not be construed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Developers.

56. PROVIDED ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these presents or as to the rights, liabilities or the duties of the parties hereunder, the same shall be referred to arbitration. The provisions of the Arbitration and Conciliation Act 1996 shall apply to such reference.





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57. 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 A.D. or Under Certificate of Posting at his/her/their address specified below:

Residence/Business Address:-

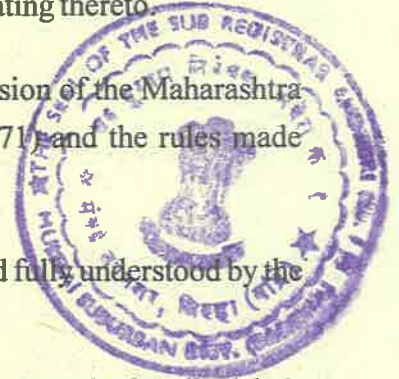
9/4 Dubey Estate, Shyam Nagar
Jogeshwari East
Mumbai 400 060

Telephone Nos. Res: _____ Business: _____

58. The Developers have prior to execution hereof informed the Purchaser and the Purchaser is aware that the sanctioned building plans will be got amended/revised/modified by the Developers and that further floors will be constructed by the Developers for utilising such further area as may be available whether by way of Transfer of Development Rights FSI obtained by them from other properties or otherwise howsoever obtained and as may be permitted to be constructed on the building/s on the said property and the Purchaser hereby confirms that his/her/their consent is hereby given and that the same is an irrevocable consent as contemplated under the provision of the Maharashtra Ownership Flats Act, 1963 and/or any other Act or law relating thereto.

59. This Agreement shall always be subject to the provision of the Maharashtra Apartment ownership Act (Maharashtra Act, XV of 1971) and the rules made thereunder.

60. The Provisions of this Agreement have been read and fully understood by the Purchaser hereto.



IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals to these presents the day and year first hereinabove written.



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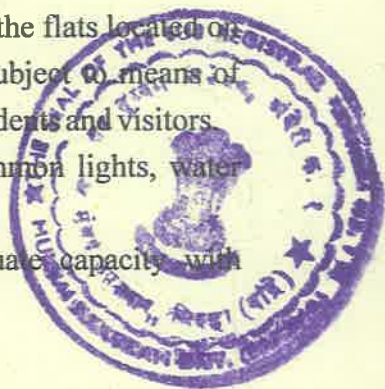
THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground situate at Village Majas, Jogeshwari (E), Mumbai 400 060, bearing Plot No.17A of the Jogeshwari Scheme, bearing CTS Nos. 365, 365/1 to 365/18 of Village Majas, Taluka Andheri within the Registration District and Sub-District of Mumbai City and District Mumbai Suburban admeasuring 1154.90 sq.mtrs. according to the Property Register Cards and bounded as follows, i.e. to say:-

- On or towards the North : Partly by Jogeshwari Vikhroli Link Road and partly by land bearing CTS No.375 (Part);
- On or towards the South : By 20' wide D. P. Road;
- On or towards the East : By land bearing CTS No.366 and
- On or towards the West : By land bearing CTS No.319.

THE SECOND SCHEDULE ABOVE REFERRED TO:
COMMON AREAS AND FACILITIES

- i) Entrance lobby and foyer of the building.
- ii) Staircase of the building including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping.
- iii) The landing is limited for the use of the residents of the flats located on that particular floor and for visitors thereto but is subject to means of access for reaching the other floors, available to all residents and visitors
- iv) Electric meters and water meter/s connected to common lights, water connections, pump set etc.
- v) One number of underground tank water of adequate capacity with water pumps connected with overhead water tanks.



THE THIRD SCHEDULE ABOVE REFERRED TO:
RESTRICTED AREAS AND FACILITIES

- (i) Terraces adjacent to the premises shall belong to the acquirer of such premises and they shall have exclusive right to use, occupy, enjoy and possess the same.



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(ii) All areas not covered under "common areas and facilities" including basement, open spaces, terraces, parking spaces are restricted area and facilities and the Developers have absolute right to dispose off the same to any person/s in the manner the Developers deem fit and proper.

COMMON SEAL of the withinnamed]

"THE DEVELOPERS"]

SONAL CONTRACTORS PVT. LTD.,]

was hereunto affixed pursuant to the Resolutions]

passed at the meeting of the Board of Directors]

held on 30/8/2005 in the presence of]

MR. CHANDRAKANT DINKAR PRABHU]

the Director who have signed these presents]

in token thereof.]

For SONAL CONTRACTORS PRIVATE LIMITED

DIRECTORS

SIGNED AND DELIVERED by the]

withinnamed "THE PURCHASER"]

MR./MRS./MS. VIKAS SURESH
KHANVILKAR]

in the presence of.]

RECEIVED OF and from the withinnamed]

"THE PURCHASER" the sum of]

Rs. 100000/- (Rupees one lac
only)]

being the amount of earnest or deposit money to be]

paid by him/her/them to us as within mentioned]

by cheque dated 11/5/2004 bearing]

cheque No. 598949 drawn on Murathg]

Mandir Co op Bank Jog(E) Branch.] Rs. 100000/-

Khanvilkar

WITNESSES

- CBK
1. Chandrakant Khedekar
- SBP
2. Subhash Paekudae

WE SAY RECEIVED:

For SONAL CONTRACTORS PRIVATE LIMITED

DIRECTORS
DEVELOPERS