

Date: -											
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# TO WHOM SO EVER IT MAY CONCERN

This is to inform you that  (2BHK),Floor, ** wing admeasuring the Project called "Tara Athena" situated at Kesnand (V	
Cost Breakup of the above mentioned flat is:	
12-2-1-2-1-2-1-2-1-2-1-2-1-2-1-2-1-2-1-	an environmental and of
Basic Cost of Plat (NA NA)	
M.S.E.D. Co.Ltd  Soc. Formation & Legal Charge	
Club House Charges And Maintenance for 12 Months	
Maintenance for 12 Months	
Stamp Duty & Registration GST 12%	
GST 1.2%	<u>_</u>
(Psickings includes Basic Cust, M.S.E.D., Co. Ltd. Soc.	<i>I-</i>
Permation Legal Charges, Club House, Maintenancy	
Simp duty 6. Registration, Service tex, Vat and covered car-	park)

Thanking You,

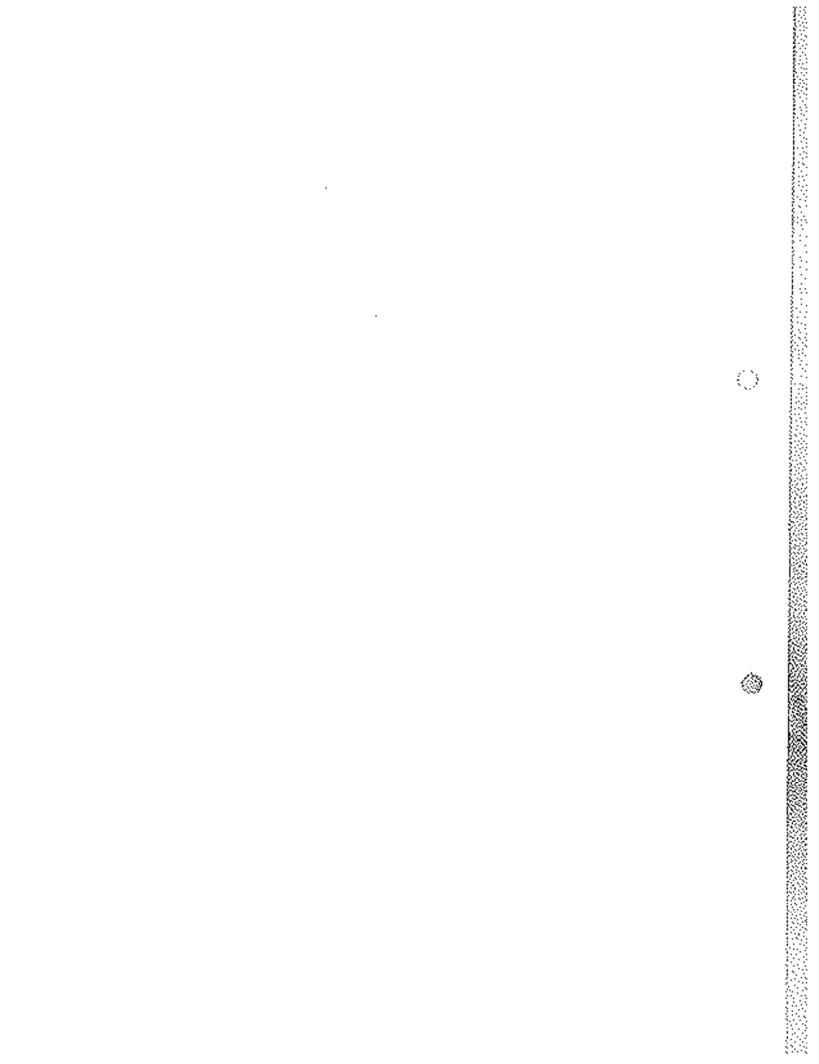
For Shivtora Properties Pvt. Ltd

Authorized Signatory

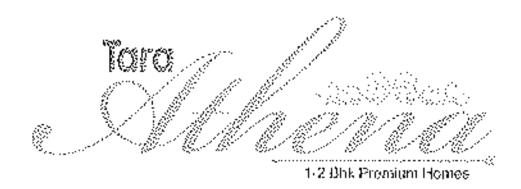
Pience Note: - Above mentioned Covernment Charges and Taxes calculated as per current date. Any changes in future costomer will be liable. Thus is not the agreement and legal binding on the builder.







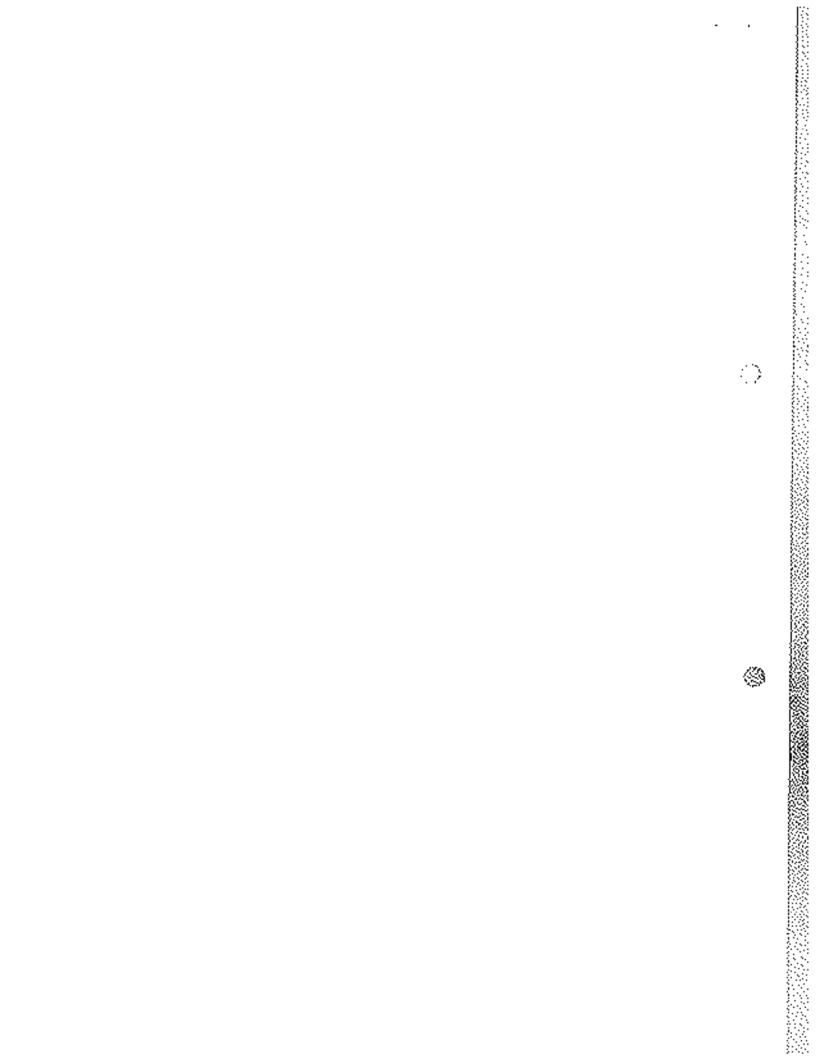
IILDG No.			
Flat No.			



# **KESNAND**

1. M/S SHIVTARA PROPERTIES PVT. LTD. .... PROMOTER/DEVELOPER

2. \_\_\_\_\_\_ PURCHASER



PROMOTER
PURCHASER

()

# AGREEMENT

	s Agreement is made and executed at Pune on this day of2017		
	BETWEEN		
M/S SHIVTARA PROPERTIES PVT. LTD. a company incorporated under the Companies Act 1956, having its registered office at Office No. 114, Connaught Place, Bund Garden Road, Pune 411001 (hrough its Director Mr. Nilesh Shivjee Singh, Age : 45 years, Occupation : Bussiness, Residing at G-904, Sicilia, S.No. 70/A/5/1, B.T. Kawade Road, Pune Ifereinafter referred to or called as "THE PROMOTER/DEVELOPERS" (which expression unless repugnant to the context or meaning thereof shall mean and include its Directors, executors, administrators and assignee etc.)			
	PARTY OF THE FIRST PART		
	AND		
A) /	Qe:years, Occupation:		
-	Present Address :		
unle	einalter rollerred to er called as "THE PURCHASER/S" which expression is repugnant to the context or meaning thereof shall mean and include himself/they themselves and his/their beirs executors, administrators only)		
	PARTY OF THE SECOND PART		
	AND		
1.	MR.DIGAMBAR VASANTRAO CHAVAN AGE : 68 YEARS, OCCUPATION : AGRICULTURIST		
2.	MR.JANARDAN VASANTRAO CHAVAN AGE : 65 YEARS, OCCUPATION : AGRICULTURIST		
3.	SMT. SATYABHAMA SHIVAJIRAO CHAVAN		

AGE: 65 YEARS, OCCUPATION: AGRICULTURIST

#### MR.SAMBHAJI SHIVAJIRAO CHAVAN.

AGE: 35 YEARS, OCCUPATION: AGRICULTURIST NO.1 TO 4 RESIDING AT 1291, SADASHIV PETH, CHIMNYA GANPATI CHOWK, PUNE 411 030

#### MRS. LATA DHARMENDRA NALAWADE

AGE: 42 YEARS, OCCUPATION: AGRICULTURIST RESIDING AT YOGESHWAR APARTMENT, VADGAON DHAYARI, PUNE

#### MRS.SMITA SAGAR SHINDE

AGE: 40 YEARS, OCCUPATION: AGRICULTURIST RESIDING AT 35, BHAWANI PETH, PUNE

### MRS. NEETA UMESH PAYGUDE

AGE: 39 YEARS, OCCUPATION: AGRICULTURIST RESIDING AT 609, GHORPADE PETH, KHADAKMAL ALI, PUNE

#### 8. MR.YUVRAJ KESHAV CHAVAN

AGE: 31 YEARS, OCCUPATION: AGRICULTURIST RESIDING AT 1291, SADASHIV PETH, CHIMNYA GANPATI CHOWK, PUNE 411 030

#### MRS.YOGITA AMIT SONAWANE

AGE: 26 YEARS, OCCUPATION: AGRICULTURIST RESIDING AT 610, SHANIWAR PETH, PUNE 411 030

#### 10. MR.SUBHASH MARUTRAO MORE

AGE: \$2 YEARS, OCCUPATION: AGRICULTURIST

#### 11. MR.VITTHAL MARUTRAO MORE

AGE: 56 YEARS, OCCUPATION: AGRICULTURIST

#### MR,SANDEEP MANIKRAO HARGUDE

AGE : 31 YEARS, OCCUPATION : AGRICULTURIST/BUSINESS NO. 10 TO 12 RESIDING AT KESNAND, TAL. HAVELI, DIST. PUNE

### 13A. MR.DIGAMBAR BHALCHANDRA KALE

AGE: 59 YEARS, OCCUPATION: AGRICULTURIST/BUSINESS RESIDING AT SADASHIV PETH, PUNE 411 000

#### 13B. MR.KUSHAL KUNDANLAL OSWAL

AGE : 46 YEARS, OCCUPATION : AGRICULTURIST/BUSINESS RESIDING AT OLD SANGHAVI, TAL. HAVELI, DIST. PUNE

#### MR.SOMNATH MARUTI JADHAV.

AGE: 37 YEARS, OCCUPATION: AGRICULTURIST RESIDING AT 52/4/1, GALANDE NAGAR, VADGAON SHERI PUNE 411014

#### 15. MR.ABHAY CHANDRAKANT VEDPATHAK

AGE : 35 YEARS, OCCUPATION : AGRICULTURIST RESIDING AT 52/4/1, GALANDE NAGAR, VADGAON SHER! PUNE 411014

#### MR.POPAT TULSIDAS GADE

AGE: 34 YEARS, OCCUPATION: BUSINESS RESIDING AT VIT. TAL. KARMALA, DIST. SOLAPUR.

#### 17. MR.UMESH DIGAMBAR HANDE

AGE: 43 YEARS, OCCUPATION: GUSINESS RESIDING AT GHARGAON, TAL. SRIGONDA, DIST. AHMEDNAGAR.

#### MR.UMESH VITTHAL MORE

AGE: 24 YEARS, OCCUPATION: AGRICULTURIST RESIDING AT KESNAND, TAL. HAVELI, DIST. PUNE

#### 19A. MR.GURLING MANATH GAVASANE

AGE: 64 YEARS, OCCUPATION: AGRICULTURIST

#### 19B. MRS.SUNANDA GURLING GAVASANE

AGE: 59 YEARS, OCCUPATION: BUSINESS NO. 19A & 19B RESIDING AT AMAR CLASSIC, C-3, NEAR MANOHAR CLOTH CENTER, HADAPSAR, PUNE 411028

#### 20A. MR.CHANDRAKANT RAGHUNATH SHETE

AGE: 57 YEARS, OCCUPATION: AGRICULTURIST

#### 208. MRS.VIJAYA CHANDRAKANT SHETE

AGE: 56 YEARS, OCCUPATION: AGRICULTURIST NO.20A & 20B RESIDING AT PLOT NO.21, SWAPNASHILP BUNGLOW, KHANDVE NAGAR, PUNE NAGAR ROAD, WAGHOLI PUNE

Through their Power of Attorney Holder

M/S SHIVTARA PROPERTIES PVT. LTD. a company incorporated under the Companies Act 1956, having its registered office at Office No. 114. Connaught Place, Bund Garden Road, Pune 411001 through its Director Mr. Nifesh Shivjee Singli, Age: 42 years, Occupation: Bussiness, Residing at C-904, Sicilia, S.No. 70/A/S/1, B.T. Kawade Road, Pune

Hereinafter referred to or called as "THE CONSENTING PARTY".

(which expression unless unless repugnant to the context or meaning thereof shall mean and include themselves and their heirs, executors, administrators only)

#### ...PARTY OF THE THIRD PART

- A. All that property which is more particularly described in the Schedule I written hereunder, hereinalter referred to or called as "THE SAID LAND" is ewned occupied and possessed by the Consenting Party No.1 TO 20B herein respectively.
- B. Said Consenting Party No.1 to 9 by Development Agreement dated 13/11/2013 on the terms and conditions mentioned therein granted Development Rights of the said Property in favor of Developers herein. The

said Development Agreement dated 13/11/2013 is registered in the effice of Sub-Registrar Havek No.23 at Serial No.7890/2013 dated 13/11/2013

- C. AND WHEREAS said Consenting Party No. 1 to 9 has also executed Pewer of Altorney dated 13/11/2013 registered in the office of Sub Registrar Haveli No.23 at Serial No.7891/2013 dated 13/11/2013 in favor of Promoter enabling them to carry out effective development on said Property and to all other works as mentioned therein and to sell flats/units to prospective purchasers by executing necessary documents and to receive consideration thereof.
- D. Said Consenting Party No.10 to 13B by Development Agreement dated 15/10/2013 on the terms and conditions mentioned therein granted Development Rights of the said Property in favor of Developers herein. The said Development Agreement dated 15/10/2013 is registered in the office of Sub-Registrar Haveli No.23 at Serial No.7149/2013 dated 15/10/2013

- E. AND WHEREAS said Consenting Party No. 10 to 13B has also executed Power of Attorney dated 15/10/2013 registered in the office of Sub Registrar Haveli No.23 at Serial No.7150/2013 dated 15/10/2013 in favor of Promoter enabling them to carry out effective development on said Property and to all other works as mentioned therein and to sell flats/units to prospective purchasers by executing necessary documents and to receive consideration thereof.
- F. Said Consenting Party No.14 to 18 by Development Agreement dated 03/12/2013 on the terms and conditions mentioned therein granted Development Rights of the said Property in favor of Developers herein. The said Development Agreement dated 03/12/2013 is registered in the office of Sub Registrar Haveli No.23 at Serial No.8457/2013 dated 04/12/2013
- G. AND WHEREAS said Consenting Party No. 14 to 18 has also executed Power of Attorney dated 03/12/2013 registered in the office of Sub Registrar Haveli No.23 at Serial No.8458/2013 dated 04/12/2013 in favor of Promoter enabling them to carry out effective development on said Property and to all

- Q. The purchaser/s herein is/are aware of the fact that the Promotor herein have entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other tenements, parking areas etc.
- R. The parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

NOW THEREFORE THESE PRESENTS AS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARIES HERETO AS UNDER:

### 1. CONSTRUCTION

The Promoter herein has obtained sanctioned to the building plans in respect of the building which is under construction or to be constructed on the said land and the Promoter herein shall commence, continue and complete the construction of the building on the said land in accordance with the plans, designs and specifications approved or to be approved by the concerned authority or within building construction rules and regulation of the Local Authority. The approved plan has been seen and approved by the Purchaser, subject to such alterations and modifications as the Premeter in its/their sole discretion may think fit and necessary or may be required by the concerned local authority/Government, to be made in the same.

# ALTERATION AND MODIFICATION IN SANCTIONED BUILDING PLANS:

The Promoter herein has specifically informed the Purchaser that, the present sanctioned building plan received from the Concerned Development Controlling Authority/Local Authority is for the FSI of the said fand and footing FSI/FDR is yet to be received and for that the upper floor plans as well as ground from being extension to the building have to changed and hence the Purchaser hereby given his/her/their irrevocable consent to the Promoter herein to carry out such alterations, modifications in the fayout plans of buildings and building plans of the buildings which are under construction or to be constructed on the said land, change the place of the open spaces, road, building fayout and also plan/s sanctioned or to be sanctioned for the

building/s wing/s of the building/s rander construction or to be constructed and to change elevation of the buildings, landscaping, boundary walls or fencing and to convert constructed portion into terraces or vise a versa, as the Promoter in his sole discretion may thinks fit and proper and/or such modifications and alterations which are necessary in pursuance of any Law, rules, regulations, order or request made by the Local Authority, Planning Authority, Competent Authority or Government or any officer of any local Authority.

Provided that, the promoter herein shall have obtain prior consent in writing of the Purchaser if such consent in writing of the Purchaser if such afterations and modifications affect the internal construction or the area of the said Accommodation by more than 5% of the area as agreed and described hereunder and for that also the Purchaser beroin shall have no right to withhold such permission without any reasonable cause and shall give such permission (without demanding any amount under whatsoever head) as and when required by the Promoter herein.

#### CONSIDERATION OF THE ACCOMMODATION :

Relying upon the Purchasens representation and assurance the Promote
herein has agreed to sell and the Purchaser/s herein has /have agreed to
purchase all that residential Unit bearing Flat No admeasuring area
about Squntrs, i.e Sq.ft. Carpet isituated on the
Floor of the Wing No."", alongwith the appurtenances therete and
which flat alongwith appurtenances thereto is/are more particularly described
in the Annexure_C annexed hereto i.e. "THE SAID ACCOMMODATION", at
or for total consideration of Rs/- (Rupees/
only) including the price for for obtaining
electric connection from M.S.E.D.C.L., formation of Society/Apartment, One
Pour Wheeler Parking Maintenance for 12 months and excluding all exponses
of Stamp Duty and registration fees, GST or any govt, charges etc. which will
have to be paid by the Purchaser to concerned authority separately. The
nature, extent and description of the common areas and facilities and
restricted areas and facilities, which are more particularly described in the
Schedule-II written hazeunder and the Promoter herein has agreed to provide
the amenities in the said Accommodation and more particularly described in
the difference in the edit i recommedation this mere pertudually describes in

other works as mentioned therein and to sell flats/units to prospective purchasers by executing necessary documents and to receive consideration thereof.

- H. Said Consenting Party No.19A to 20B by Development Agreement dated 18/11/2013 on the terms and conditions mentioned therein granted Development Rights of the said Property in favor of Developers herein. The said Development Agreement dated 18/11/2013 is registered in the office of Sub-Registrar Haveti No.23 at Serial No.8027/2013 dated 18/11/2013.
- I. AND WHEREAS said Consenting Party No. 19A to 20B has also executed Power of Attorney dated 18/11/2013 registered in the office of Sub Registrar Playeli No.23 at Serial No.8028/2013 dated 18/11/2013 in favor of Promotor enabling them to carry out effective development on said Property and to all other works as mentioned therein and to sell flats/units to prospective purchasers by executing necessary documents and to receive consideration thereof.
- J. The Premoter herein has appointed Sumilesh S Zinjurde, as its Architect and Virendra Chavan, as its Structural Engineer for the preparation of the drawing and structural design of the building which is under construction on the said land. The Promoter herein has reserved right to change aforesaid Architect and Structural engineer before the completion of the building.
- K. AND WHEREAS the Developer prepared lay out and building plan and got it sanctioned by Collector, Pune vide Order No.PMH/NA/SR/1058/13 Pune 411001 dated 16.2.2015 and is now promoting its project under the name of "Tara Athena" consisting of residentional/Commercial flats/blocks, shops etc. However the Developer reserves the right to revise the said plan if required.
- t. The Promoter herein is alone entitled to develop/re-develop and construct the building of the said land and has exclusive right to sell, lease, mortgage etc. the flats, shops, tenements & offices etc. and allet exclusive right to use car parking/s, terraces, reserved/restricted areas, garden areas, garage/outhouse, space for advertisements on the terrace of the building etc. in the building, which is/are under construction or to be constructed on the

said land or part thereof by the Promoter and to enter into agreements with the Purchasers, mortgagees, lessees, allottee etc. and to receive sate price and deposit and other charges in respect thereon.

- M. The Purchaser/s herein has/have demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents relating to the said land and the plans, designs and specifications prepared by the aforesaid Architect of the Promoter and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the promotion of construction, Sale, Management and transfer) Act, 1963, If (hereinafter referred to as "THE SAID ACT") and rules made thereunder.
- N. The copy of 7/12 Extract of the said land is annexed hereto as Annexure-A, copy of the Building permission is annexed hereto as Annexure-B/1, copy of floor plan is annexed hereto as Annexure-B/2, details of the tenement is annexed hereto as Annexure-C and specifications as agreed to be provided is annexed hereto as Annexure-D. The aforesaid annexures shall be treated as the part and parcel of this agreement.
- O. After the Purchaser/s enquiry, the Promoter herein has requested the Purchaser/s to carry out independent soarch by appointing his/her/their own Advocate and to ask any queries, he/she/they has regarding the marketable title and rights and authorities of the Promoter herein. The Purchaser/s has/have satisfied himself/herself/themselves in respect of the marketable little and rights and authorities of the Promoter herein and therefore, has/have agreed to purchase the residential/commercial tenement which is more particularly described in the Annexure-C. herein and shown on the plan annexed hereto as Annexure-B/2 (hereinafter referred to or called as "THE SAID ACCOMMODATION")
- P. The Promoter herein has agreed to provide amenities in the said accommodation which are more particularly described in the Annexure-D annexed hereto.

the Annexure-D annexed hereto. The Purchaser has agreed to pay other charges as below;

01	Basic Cost	
02	M.S.E.D. CO. LTD.	
03	Sociely Formation & Legal Charges	
04	Club House	
05	Maintenance for 12 months	

## 4. PAYMENT IN INSTALLMENTS:

The Porchaser/s herein is well aware that the building in which the said Accommodation is situated and which building is under construction on the part of said land, the construction of which is in progress and considering the present status of the construction of the same, the Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Promoter herein in the following manner:

AMOUNT		PARTICULARS
a)	15%	at the time of booking or as agreed
b)	10%	Within 8 days of completion of plinth
c)	15%	Within 8 days from casting of ffirst Slab
d)	10%	Within 8 days from casting of Second Slab
e)	10%	Within 8 days from casting of Third Stab
ŋ	10%	Within 8 days from the casting of fourth slab
g)	15%	Within 8 days from the commencement of the brick work and plastering
h)	10%	Within 8 days from the commencement of flooring work and Accessories of said accemmodation
i)	5%	And other dues within 8 days of completion of the said accommodation or at the time of possession whichever is earlier.

Rs.	1-	TOTAL

The Purchaser herein shall pay the aforesaid consideration to the Promoter herein on due dates. Payment in time is the essence of this contract,

### A) The Purchasor has paid as follows :-

Chg.No	Date	Bank	Amount	

# 5. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY:

It is hereby agreed that the Promoter and the Purchaser herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority at the time of sanctioning of the plan or any time thereafter or at the time of granting completion certificate. The Purchaser herein shall not be entitled to claim possession of the said Accommodation until the completion certificate in respect of the said Accommodation is received by the Promoter from the Local Authority and the Purchaser herein has paid all dues payable under this agreement in respect of the said Accommodation to the Promoter.

#### UTILIZATION OF FSI/FAR/TOR:

It is hereby declared that sanction plan/s have been shown to the Purchaser and the floor space index(FSI) available is shown in the said plan/s. Similarly the floor space index, if any, utilized as floating floor space index or in any manner i.e. to say, transfer from the said land to another property or from any other property used on the said tand is also shown in the plan/s. In this agreement, the word FSI or floor are ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-taws.

The Promoter shall have right of pre-exemptions or first right to utilize the residuation available FSI or which may be increased for whatsoever reason in respect of the said land or any other FSI or TDR (Buildable Potential) granted

by the appropriate authority and allowed to use the same on the said land by constructing or raising any additional floor/s of the building/which is to be constructed on the said land and to transfer FSI of the said land or any part thereof to any other property and allow to use the same on any other property being TDR or otherwise by constructing or raising any additional floor/s on any other property. The Purchaser trerein by executing these presents has given his/her/their irrevocable consent for the aforesaid purpose.

#### 7. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:

The Promoter herein has made full and true disclosures to the Purchaser/s as to the title and rights and authorities of the Promoter in respect of the said entire land i.e. said land and TDR (if any) as well as the encumbrances, if any known to the Promoter. The Promoter herein has also requested to the Purchaser/s to corry out the search and to investigate the Marketable Title and rights and authorities of the Promoter in respect of the said land by appointing his/her/their own Advocate. As required by the Purchaser/s the Promoter herein has given all information to the Purchaser/s the Promoter herein has given all information to the Purchaser/s herein and he/she/they is/are acquainted himself/herself/themselves with all the facts as to the Marketable Title and rights and authorities of Promoter and after satisfaction and acceptance of title has/have entered into this agreement. The purchaser/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said land and further Promoter's rights and authority as to enter into this agreement.

# 8. PAYMENT AND DELIVERY OF POSSESSION IN DUE TIME IS THE ESSENCE OF THE CONTRACT :

It is hereby agreed that, the time for the paymont as specified above is the essence of the contract and on failure of the Purchaser to pay the same on due dates, it shall be deemed that, the Purchaser has committed breach of any condition of this action as they/its is/are entitled to take in case of breach of any condition of this agreement including termination of the agreement.

#### INTEREST ON UNPAID DUE AMOUNT :

Without prejudice to the right of the Promoter to take action or breach arising out of the delay of the payment of the installments on the due dates, the Purchaser shall be bound and fiable to pay interest @2%per month or part thereof monthly rest, on all the amounts which become due and payable by the Purchaser to the Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this agreement, nor shall it be construed as condonation of the delay by the Promoter against delay in payments by the Purchaser.

#### 10. TERMINATION OF AGREEMENT:

On the Purchaser committing default in payment on due dates of any of the installment payable under this agreement or any other amount due and payable under this agreement or any other amount due and payable under this agreement (including his/her/their proportionate share of taxes, etc. levied by the concerned authority and any other outgoing) and on the Purchaser committing breach of any of the terms and conditions of this agreement, the Promoter shall in their sole discretion shall be entitled to terminate this agreement. Provided always the power of termination under this agreement shall not be exercised by the Promoter unless the promoter has given to the Purchasor 15(fifteen days) prior notice in writing of its/their intention to terminate of this agreement and pointing out the breach or breaches of the terms and conditions on account of which it is intended to terminate this agreement, and the Purchaser has/have failed and/or neglected to rectify the breach or breaches within the period of 15 days of such notice.

Provided further that upon the termination of this agreement, after deducting 10% amount of the total consideration as the earnest money, which the Promoter herein is entitled to forfeit the same, the promoter shall refund to the Purchaser/s the installments or price which the Purchaser might have till then paid to the promoter but without any interest, the aforesaid amount shall be paid by the Promoter to the Purchaser by chaque along with notice in writing by Registered Post A.D. immediately, prior to resale of the said Accommodation and on such condition the Promoter shall be entitled to

resale the said Accommodation and/or dispose off or otherwise alienate the same in any of the manner as the Promoter herein in his/its/their sole discretion thinks fit.

#### 11. SPECIFICATION AND AMENITIES:

The specification of the said Accommodation and fixtures, fittings and amenities to be provided by the Promoter to the said Accommodation or to the said building being in which said accommodation is situated are described in the Annexure-D annexed herete. If any extra fittings, fixtures, and/or amenities are required by the Purchaser, then the Purchaser shall inform in writing to the Promoter and if it is possible for the Promoter, then the Promoter herein at his/its/their discretion may provide the same, provided the Purchaser accepting the cost i.e. price of such extra amenities and undertake to pay or deposit the same prior to or immediately after commencement of such extra work and for such additions bills raised by the Promoter shall be final.

#### 12. DÉLIVERY OF POSSESSION :

Provided that the Promoter herein shall be entitled to reasonable extension of time for completing the construction of the said accommodation in all respects on the aforesaid date, if the completion of the building in which the said Accommodation is to be situated is delayed on account of

- The Purchaser tras/have committed any default in payment of installment as mentioned in clause 4 written herein above.
- Any extra work required to be carried in the said Accommodation as perthe requirement and at the cost of the Purchaser.
- Non-availability of steel, cement, or any other building materials, water or electric supply.
- iv) War, civil commotion or act of God.
- v) Any notice, order rules or notification of the Government and/or public or competent authority.

It is further agreed between the parties hereto that, after receiving the pessession of the said accommodation by the Purchaser in pursuance of this clause, the Purchaser herein shall not be entitled to raise any objection or to demand any amount under whatseever ground from the Promoter herein. It is further agreed between the parties hereto that on receipt of the possession of the said accommodation by the Purchaser in pursuance of this presents, it shall be presumed that Purchaser herein has accepted the said accommodation as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever head.

#### DEFECT LIABILITY :

The Purchaser herein shall take the possession of the said accommodation within seven days from the date of the Promoter giving written intimation to the Purchaser herein intimating that, the said accommodation is ready for use and occupation.

If within a period of one year from the date of obtaining the completion certificate from the Concerned Authority the Purchaser brings to the notice of Promoter any structural defect in the said Accommodation or the building/s in which the said accommodation is situated or the material used thereon or area of the said Accommodation reduces, then wherever possible such defect/s shall be rectified by the Promoter at his/its/their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be only entitled to receive from the promoter reasonable compensation for such defect or change and if the area is reduced than agreed area of the said accommodation than the proportionate consideration will be refunded to the

Purchaser by the Prometer, Similarly if area of the said accommodation is increased during the course of construction for whatseever reason in that case the Purchaser herein shall be bound to pay proportionate additional consideration for the increased area to the Promoter herein, without demanding any alteration or sanction from the Local Authority.

Provided further that it is agreed that the described liability period shall deemed to have commenced from the date on which the Promoter has given the necessary intimation in writing under this agreement to the Purchaser to take the possession, whichever is earlier.

Provided however, that the Purchaser shall not carry out any afterations of the whatsoever nature in the said Accommodation or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, totel and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect fiability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Accommodation by the Occupants, vagaries of nature etc. Defect/s in filling and fixtures are not included therein.

#### 14. USE OF THE SAID ACCOMMODATION :

The Purchaser shall use the said Accommodation or any part thereof or permit the same to be used only for residential/commercial purpose as shown in the sanctioned plan, provided that, any Owner/s or occupier/s of any tenement in the building shall not use for Massage Centro, Gambling House, private lodging or boarding, classes, pub, Bar or any illegal or immoral purpose. He/she/they shall use shall use the alletted or common parking space only for the purchase for keeping or parking or parking the Purchaser only for the purpose for keeping or parking the Purchaser own vehicle.

# FORMATION OF ORGANISATION OF TENEMENTS HOLDERS IN THE BUILDING/S

The Premoter herein have decided to form Association of Apartment of all Accommodations holders in the building/s which is under construction on the said land, but he may at his sole discretion form a co-operative Hsq. Soc. Or Company etc. of all Accommodation holder in the huilding which is under construction on the said land. The Premeter will execute all proper documents under the provisions of various Acts. And rules made thereunder and submit the said land alongwith the Rsg. Soc. Ltd. or company or Association of Apartment and do the needful for formation of such Institute. The Promoter herein restricted areas and facilities and percentage of each apartment in the said land and prepare rules and regulations and byelaws of the organization. The Purchasor herein along with other tonoment helders shalf join in forming. and registration of Society, Association of Apartment or Company etc., which is to be formed by the Promoter herein as aforesaid and for that, the Purchaser herein from time to time sign and execute all the applications for registration and for membership and for other documents necessary for formation and registration of such Society or Company etc. and retain the same to the Promoter herein within ten days of the same being forwarded by the Premoter to the Purchaser as to enable the Promoter to register the Organisation of the tenement holders in the building/s under Section 10 of the said Act within the time fimit prescribed by Rule 8 of The Maharashtra Ownership Flats (Regulation of Prometions of Construction, Management and Transfer) Rules 1964.

# 16. PROMOTER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:

It is hereby agreed that the Promoter herein has the exclusive right of allotment of parking spaces or terraces or open spaces, space for advertisement on terrace or in the building, to one or more person/s of their choice. It is hereby agreed that the areas mentioned in the Schodulo-II written hereunder under head Common Facilities only shall be common facilities and the Promoter shall be entitled or alienate and dispose off other areas and facilities in such manner as the Promoter thinks 68.

## PAYMENT OF TAXES, CESSES ETC :

From the date of the possession/Completion Certificate whichever is earlier in respect of the said Accommodation the Purchaser tierein shall be liable to bear and pay all taxes, cesses in respect of the said Accommodation and proportionate maintenance charges in respect of said building and expenses for common facilities such as Common light meter, water pump/s expenses for lift if any etc. and non-agricultural assessment in respect of the said land to the respective Promoter authorized committee of the Society or Company. or Association which is to be formed by the promoter herein as stated hereinbefore. But it is specifically agreed between the Parties hereto that, the Promoter is not responsible/liable to pay or share in the aforesaid expenses in respect of unsold premises/accommodation in the building/s, which is/are under construction on the said land. It is hereby agreed between the parties that any taxes or levies for eg. Sales Tax, VAT, Service Tax etc. levied by the Central/State Government at any stage shall be borne by the Purchaser/s. The liability of payment shall rest on the Purchaser and the Purchaser shall pay the same to the Promoters as demanded by them. Also the Promotor shall not give possession of the said Accommodation of such taxes or levies are not paid by the Purchaser.

#### 18. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC.

The Purchaser herein shalf bear and pay stamp duly and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements, deed of apartment or any final conveyance deed which is to be executed by the Promoter in favour of the Purchaser herein or Housing Society or Company in which the Purchaser will be member.

#### SPECIFIC COVENANTS ;

A. The relation between Premoter and Purchaser/s herein for the transaction in respect of the said accommodation is seller and buyer respectively and the Promoter has agreed to sell the said accommodation being constructed tenement on the terms and conditions setforth in this present. The Promoter herein is constructing the said accommodation at its own cost and risk and has to deliver the possession in pursuance of this present to the Purchaser/s being dufy constructed tenement.

- B. The Purchaser herein admits and agrees to always admit that the Promoter are always ready and willing on all payment payable by the Purchasor under this agreement to the Promoter to execute the conveyance in respect of the said Accommodation or possession and en completion of construction thereof, to grant possession of such accommodation. The grant of completion/occupation certificate by the Local Authority, in respect of the said Accommodation shall be conclusive proof to completion of construction of the said Accommodation.
- C. If at any time, after execution of this agreement, any additional Tax/duty/charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under nay statue/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the said Accommodation or this Agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser. The Purchaser hereby, always indemnifies the Promoter from all such levies cost and consequences.
- D. After the Promoter obtaining the completion certificate in respect of the said Accommodation the Purchaser shall also execute such other documents such as Supplementary Agroement with Possession, Possession Receipt, Indemnity, Delcaration, Undertaking, supplementary agreement etc., as might be required by the Promoter.
- E. The Purchaser is/are hereby prohibited from raising any objection in the matter of safe of accommodations, flats and allotment of exclusive right to use garage, terrace/s, car parking/s, garden space/s, space/s for advertisement, or any other space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.
- F. Notiting contained in this agreement is intended to be not shall be constructed as grant demise or assignment in law in respect of the said land and building/s or any part thereof except the said Accommodation. The Purchaser shall have no claim save and except in respect of the said

Accommodation hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space cic. will remain the property of the Promoter until the said land and building is/are transferred to the society/limited company/or Owners of individual Apartments, as trereinbefore mentioned.

- G. Any delay toterated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchasor nor shall the same in any manner prejudice the rights of the Promoter.
- H. In the event of the Society/condominium being formed and registered before the sale and disposal of all the Accommodation in the building/wing, all the power, authorities and rights of Accommodation Purchasor herein shall be always subject to the Premoter's ever all right to dispose of unsold tenements and afforment of exclusive right to use unallotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Purchaser or any other tenement holder in the building or ad-hoc committee or Association of Apartment or Society as the case may be shall have no right to demand any amount from the Promoter herein in respect of the unsold flats/accommodation towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.
- Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this agreement and other agreements in respect of the other accommodation shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the accommodations in the building is received by the Promoter.
- J. The Promoter herein has not undertaken any responsibility nor has he/they agreed anything, with the Purchaser locally or otherwise and there is no implied agreement or covenant on the part of the Promoter other that the terms and conditions expressly provided under this agreement.

K. If any marginal open space adjacent to the building at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Promoter to the Purchaser of any tenement in the building, the such respective buyer and Occupier of such tenement shall use the same being open space or ierrace etc. and not entitled to exect any type of permanent or temporary structure thereon or to store soil or solid thins on any part of the terrace, to use any part of the terrace or parapet wall as the part of the Nower bed and if any such buyer or Occupier of tenement holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyer or occupiers and recover the cost of removal from such buyer. or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser herein undertakes to abide aforesaid. condition and undertakes not to creet any type of structure in any premises. being allofted as exclusive right to use the terrace, open space, parking space etc. alongwith the said accommodation, if any.

L. For the purpose to maintain the said land and buildings which are to be constructed on the said land and fifts to be installed in the buildings, the Promoter herein have decided to have the deposits as Sinking Funds, interest thereon will be utilized for maintenance of the said fand and building thereon. and purchaser herein shall pay to the Promoter herein an amount of upto maximum rs.100/- per sq.ft. towards sinking funds which prior to delivery of possession of the accommodations to the respective buyers in the building which is under construction on the said tand and accordingly whatever amount which will be agreed shall be paid by the Purchaser to the Promoter. or such Association of Apartment etc. as the case may be at the time of taking the possession of the said accommodation. The Promoter herein undertake to open or separate account to deposit the aforesaid deposits and undertake to transfer the same along with accumulated interest thereon in the name of Co-operative Housing Society or Association of Apartment or Company which is to be formed by the Promoter as stated in Clause No.15. hereinabove written. The Promoter herein has reserved right to receive the aferesaid amount by Banker Cheque or Demand Draft issued in the name of Promoter herein or directly in the name of Sociaty or Association of

Apartments or Company as the case may be. The Perchaser herein undertakes to pay the deficit amount in the maintenance cost if any.

# 20. COVENANTS AS TO THE USE & MAINTENANCE OF THE SAID. ACCOMMODATION ETC:

The Purchaser himself with intention to bring all persons into whosoever hands the said Accommodation may come, doth hereby covenant with the Promoter as follows for the said Accommodation and also for the building in which the said Accommodation is situated.

A. To maintain the said Accommodation at the Purchaser's own cost in good tenantable repaid and condition from the date of possession of the said Accommodation is taken and shall not do or cause to be done anything in or to the said Accommodation or the building in which the said Accommodation is situated, staircase or any passage which may be against rules, regulations or bye laws of the concerned local or any other authority or change/after or make addition in or to the said Accommodation and/or to the building in which the Accommodation is situated and in or to the said Accommodation itself or any part thereof.

- B. Not to store in/outside the said Accommodation or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or caused to carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift/elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the said Accommodation is situated on account of negligence or default of the Purchaser in this behalf the Purchaser shall be liable for all the consequences of the breach.
- C. To carry at his own cost all internal repairs to the said Accommodation and maintain the said Accommodation in the same conditions, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Purchaser with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the

concerned local authority or other public authority. But in the event of the Purchaser committing any act in contravention of the above previsions, the purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/or public authority.

- O. Not to demolish or cause to be demolished at any time or causes to make any addition and/or alternation of whatsoever nature in or to the said Accommodation or any part thereof and not to make any addition or alteration in the elevation and outside colour scheme of the building and shall keep the sewers, drains, pipes and appurtenances thereto in good tenantable repaid and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC pardles or other structural members in the said Accommodation without the prior written permission of the Promoter and /or the society or the limited company or an Association of Apartment Owner.
- E. Not to do or cause to be done any act or things which may render void or voidable any insurance of the said land and the building/s or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- F. Not to through dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Accommodation in the compound or any portion of the said land and the building/s.
- G. To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Accommodation and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Accommodation by the Purchaser viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.
- H. The Purchaser/s shall not let sub let, transfer assign or part with Furchaser interest or benefit factor of/under this agreement or part with the possession of the said Accommodation until all the dues payable by the Purchaser to the promoter under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser has

intimated in writing to the Promoter and obtained written consent thereof. Neither Purchaser not owner or occupier of the said accommodation is entitled to use the same or allow to use the same or live-ticense basis to the college students or private lodging and boarding or underhead paying guest and such act grant the right to the Promoter till the conveyance and thereafter right to the Society or association of the tenement, holders in the building to take necessary civil and criminal actions against the owner and occupier of the said accommodation to prevent such activities. The Purchaser herein with due religions has accepted this condition and then entered into the transaction.

- 1. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or An Association of the Apartment Owner may adopt at its inception and the additions, alternations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said fand and building/s in which are to constructed thereon and tenements therein and for the observance and performance of the building rules, regulations and bye-faws for the time being of the concerned local authority and the Government and other public bodies. The Purchaser shall observe and perform all the stipulations and conditions faid down by Bye-faws of the Society or the Deed of Declaration Association of Apartment or memorandum and Articles of the Company, the Owners of the tenements regarding the occupation and use of the Accommodation in the building and shall pay and contribute regularly and punctually towards the taxes, exponses or other outgoings in accordance with the terms and conditions of this Agreement.
- J. Till the conveyance of the building in which the said Accommodation is situated is executed, the Porchaser shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Accommodation and the said tand and building/s or any part thereof to view and examine the state and conditions thereof.

#### 21. NAME OF THE SCHEME AND BUILDING/S

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project/ Scheme "Tara Athena" and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on any building/s and at the entrances of the scheme. The Purchaser or other tenement holders in the building or proposed Society or Association of Apartment or its successors are not entitled to change the aforesaid project/scheme name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

#### 22. MEASUREMENT OF THE AREA OF THE SAID ACCOMMODATION:

It is specifically agreed between the parties hereto that, in this agreement wherever area of the said accommodation are mentioned is built-up grea, which is arrived by formula of built-up area minus twenty five percent equal to carpet area. The carpet area shall be as shown on the plan sanctioned by the Collector, Pune, and to determine the same the actual carpet area at site plus internal plaster thickness, projections of columns, beams & R.C.C. structure has to be considered. The aforesaid built-up area also includes proportionate area in common facilities, landing, stairways, lift, building projections and appurtenances for the said accommodation. At the time of taking the possession the Purchaser at his own discretion get measured the area of the said accommodation in tight of aforesaid principle and if any difference in the area is found then the consideration of the said accommodation shall be adjusted accordingly and either promoter or Purchaser/s as the case may be refund or pay the differential amount. But after taking the pessession of the said Accommodation by the Purchaser, it shall be presumed the Purchaser. has no grievance under whatsoever head including as to the built-up and carpet area, height, length and width, etc. of the said accommodation.

#### 23. REGISTRATION:

The Purchaser shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties heroto in pursuance of these presents, at the proper registration office for registration within the time limit prescribed under the registration act and the Promoter after receiving written intimation with copy of the Registration receipt will attend such office and admit execution thereot.

#### 24. SERVICE OF NOTICES:

All notices to be served on the Perchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by under certificate of posting at his/her/their address/es specified in the title of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement.

#### 25. EFFECT OF LAWS :

This Agreement shall always be subject to the provisions of The Maharashtra Ownership Flats (Regulation of the Promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970 and the rules made thereunder.

#### SCHEDULE-I

A. All that piece and parcel of Land admeasuring 00 Hector 66 Are i.e. 6800 Sq.mtrs. out of totally admeasuring 0 Hector 80 Are assessed at Rs.1,34 paisa bearing Gat No.262 situated at Mouje Kesnand Tal. Haveli, Dist. Pune within limits of Sub Registrar Haveli No.1 to 26 and Ziffa Parishad Pune Panchayat Samili belong to the Consenting Party No.1 to 9

On or towards, East - Gat No. 263.

On or towards South Land belong to Mr. Hargude

On or Iowards North - Wadegaon Road

On or towards West - Get No. 261

B. All that piece and parcel of Land admeasuring 00 Hector 20 Are belong to Consenting Party No.10 & 11, 00 Hector 10 Are belong to Consenting Party No. 12 and 0 Hector 10 Are belong to Consenting Party No. 13A and 13B totaling to 0 Hector 40 Are out of totality admeasuring 0 Hector 92 Are assessed at Rs.3.52 paisa bearing Gat No.203 situated at Movje Kesnand Tal. Haveli, Dist. Pune within limits of Sub Registrar Haveli No.1 to 28 and Zilia Parishad Pune Panchayat Samiti

On or towards East - Balance land out of Gat No. 263
On or towards South - Land belong to Mr. Hargude

On or towards North - Wadegaon Road
On or towards West - Gat No. 262

C. All that piece and parcel of Land admeasuring 00 Hoctor 4 Are i.e. 400 Squits, belong to Consenting Party No.14 to 17, 00 Hector 3 Are i.e. 300 Squits, belong to Consenting Party No. 18 totaling to 0 Hector 7 Are i.e. 706 Squits, out of totally admeasuring 0 Hector 80 Are assessed at Rs.1.34 paisa bearing Gat No.262 situated at Modije Kesnand Taf. Haveli, Dist. Pune within limits of Sub Registrar Haveli No.1 to 20 and Zilla Parishad Pune Panchayat Samiti

On or towards East - Satance land out of Gat No. 262
On or towards South - Balance land out of Gat No. 262

On or towards North - Gawadewadi Road

On or towards West - Land belong to Mr.Chavan

D. All that piece and parcel of Land admeasuring 00 Hector 3.5 Are i.e. 350 Sq.mtrs. belong to Consenting Party No. 19A & 19B, 00 Hector 3.5 Are i.e. 350 Sq.mtrs. belong to Consenting Party No. 20A & 20B totaling to 0 Hector 7 Are i.e. 700 Sq.mtrs. out of totally admeasuring 0 Hector 80 Are assessed at Rs.1.34 paise bearing Gat No.262 situated at Motrie Kesnand Tat Haveli, Dist. Pune within limits of Sub Registrar Havel; No.1 to 28 and Zilla Parishad Pone Panchayat Samiti

On or towards, East - Land belong to Mr. More

On or towards South - Land belong to Mr. Umesh More

On or towards North - Gawadewadi Road

On or towards West 🕝 Land belong to Mr.Chavan.

#### SCHEDULE-III

# (A) COMMON FACILITIES:

- R.C.C. Frame work structure of the building.
- Drainage and water line work.

- Electric meters connected to common lights, water connections, pump set.
   Club House, Lifts and water meter/s connected to water connections, etc.
- Light points outside the building and the staircase/s as well as those in the common parking space.
- Common Parking for Two Wheeler
- One number of water reservoir of adequate capacity with water pump connected with overhead water tank.
- Two Stairways leading from ground floor to the last upper floor is kept for common use.
- Two lifts with lift rooms, lift wells and lift equipments.

### (B) RESTRICTED AREAS AND FACILITIES:

- The Parking under stift in the building/s and covered parkings is restricted area and the Promoter herein shall have the exclusive right to affor the same to the tenement holder in the building/s in the said property.
- All the adjacent terraces in the building/s as shown in the building plan/s
  are restricted areas and the Promoter herein shall have exclusive right to allot
  the same to the tenement helder in the building/s.
- The top terrace of the building/s shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holder in the building/s
- 4. All areas etc. which is not covered under aforesaid head "Common Area and Facilities" are restricted areas and the facilities which include, the marginal open spaces, terraces, cor-parkings within the said land and in the building/s which is/are under construction on the said land is reserved and Promoter shall have exclusive right to allot or transfer, convey the same in part or in full to any buyer of flat, shop, terrace, parking space etc. or to convert the restricted area into Common area or vice-a-versa.

#### ANNEXURE-C

Details of the said Acco	enmodalies
Carpet area about	Sq.fl. (f.e Sq.mtrs.)
1. Ftat No (28 2. Floor :	in Wing No.",,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Boundaries of the said f	Flat :
East : North : West : South :	By By
	ANNEXURE-D

#### AMENITIES AND SPECIFICATIONS

Structure: R.C.C. Frame Structure. External and Partition Brick Work.

Wall: 6" External and 4" Internal

Plaster : External Wall Sand Face Plaster, Internal Wall Sunia Plaster

Paint : External Walf Apex Paint, Internal Wall OBD

Door : Attractive Entrance Door, other Doors oil painted

Electrifications: Concoaled Wiring with switches of fSI mark

Plumbing: Concealed plumbing with standard littings:

Flooring: 24"x24" Vitrified Tiles in all rooms, 7ft, Dado in bath, WC and

Teilet, 4" in Kitchen.

Water : Adequate Water Supply.

Kitchen: Granite Kitchen Platform with sink and Exhaust Fan provision only

Security: Compound Walf with attractive main entrance gate.

Window : Powder Coaled three Track with Mosquilo Net and Marble window

sills for living room and hedroom and two track for kitchen.

Compound wall: Compound Wall with Elegant Gate Security Cabin Elegant Entrance Lobby Letter Box for all flats Club House with swimming Pool and Gardon

IN WITNESS WHEREOF the parties hereto have sign and subscribed their respective hands and seats on the day, menth, year and place first herein above written.

SIGNED, SEALED AND DELIVERED

By within named The Promoter

For Shivtara Properties Pvt. Ltd. Mr. Nilesh Shivjee Singh Director

SIGNED, SEALED AND DELIVERED By within named The Porchaser/s

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# SIGNED, SEALED AND DELIVERED By within named The Consenting Party

- MR.DIGAMBAR VASANTRAO CHAVAN
- MR.JANARDAN VASANTRAO CHAVAN
- SMT. SATYABHAMA SHIVAJIRAO CHAVAN
- MR.SAMBHAJI SHIVAJIRAO CHAVAN
- MRS. LATA DHARMENDRA NALAWADE
- MRS.SMITA SAGAR SHINDE
- MRS, NEETA UMESH PAYGUDE.
- MR.YUVRAJ KESHAV CHAVAN
- MRS.YOGITA AMIT SONAWANE
- MR.SUBHASH MARUTRAO MORE
- 11. MR.VITTHAL MARUTRAO MORE
- 12. MR.SANDEEP MANIKRAO HARGUDE
- 13A. MR.DIGAMBAR BHALCHANDRA KALE
- 13B. MR.KUSHAL KUNDANLAL OSWAL
- MR.SOMNATH MARUTI JADHAV
- 15. MR.ABHAY CHANDRAKANT VEDPATHAK
- MR.POPAT TULSIDAS GADE
- 17. MR.UMESH DIGAMBAR HANDE
- MR.UMESH VITTHAL MORE
- 19A. MR.GURLING MANATH GAVASANE
- 19B. MRS.SUNANDA GURLING GAVASANE
- 20A. MR.CHANDRAKANT RAGHUNATH SHETE
- 20B. MRS.VIJAYA CHANDRAKANT SHETE

Through their duly constituted attorney Mr. Nilesh Shivjee Singh Director of M/s Shivtara Properties Pvt. Ltd.

# IN THE PRESENCE OF

Signatore

Name

Address

Signature

Name :

Address