

Blue Hills

Steps

25005

पावती क्र.

नोंदणी ३९ म.
Regn. 39 m.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक ५१०

दिनांक २५/११/२००९ सन १९०९

दस्तऐवजाचा प्रकार-

सादर करणाराचे नाव-

खालीलप्रमाणे फी मिळाली:-

- नोंदणी फी
- नक्कल फी (फोलिओ)
- पृष्ठांकनाची नक्कल फी
- टपालखर्च
- नकला किंवा जापने (कलम ६४ ते ६७)
- शोध किंवा निरीक्षण
- दंड-कलम २५ अन्वये
- कलम ३४ अन्वये
- प्रमाणित नकला (कलम ५७) (फोलिओ)
- इतर फी (मागील पानावरील) बाब क्र.
- मुळ दस्तऐवज आपण मुळ पावती दाखवून
- किंवा इतरदा प्रतिनिधी माफत मुळ पावती
- पे संश्लेषण पत्राद्वारे दि.
- रंजीत संश्लेषण ॥ ते ५ ॥ वा वेळी
- वेळी जाण हि न झ विवती.

	रु.	पै.
नोंदणी फी	२६००/-	
नक्कल फी (फोलिओ)	१४५६/-	
पृष्ठांकनाची नक्कल फी	१५५/-	
टपालखर्च	६६/-	
नकला किंवा जापने (कलम ६४ ते ६७)	२५/-	
शोध किंवा निरीक्षण		
दंड-कलम २५ अन्वये		
कलम ३४ अन्वये		
प्रमाणित नकला (कलम ५७) (फोलिओ)		
इतर फी (मागील पानावरील) बाब क्र.		
मुळ दस्तऐवज आपण मुळ पावती दाखवून		
किंवा इतरदा प्रतिनिधी माफत मुळ पावती		
पे संश्लेषण पत्राद्वारे दि.		
रंजीत संश्लेषण ॥ ते ५ ॥ वा वेळी		
वेळी जाण हि न झ विवती.		
एकूण	२६००/-	

दस्तऐवज

रोजी तयार होईल व

नोंदणीकृत झालेने पाठवली जाईल.

नक्कल

या कार्यालयत देण्यात येईल.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत झालेने पाठवावा.
हवाली करावा.

दस्तावेज निबंधक मुद्रणी विभाग

सादरकर्ता

1421371

इतर फीची अनुसूची

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

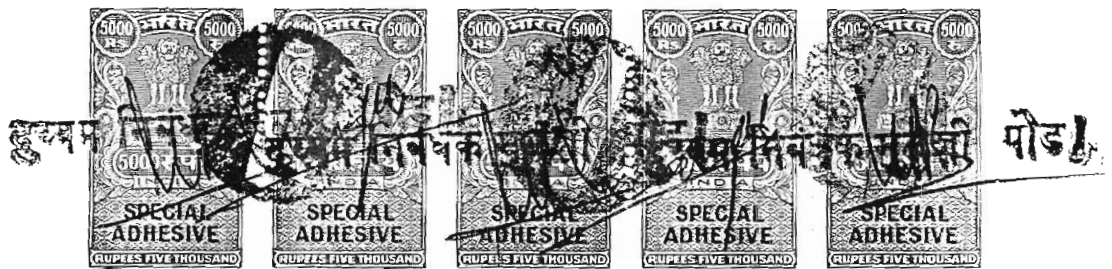
दस्तऐवज परत केला.

दुय्यम निबंधक

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१० OCT 2009



अनुक्रम नंबर

सन २००९ चे महिन्यात
 चे २५ तारखेस ३०४
 चे दरम्यान मुलुशी (पोड)
 चे दुय्यम निबंधक कचेरित
 आणून दिला.

की घेतली :
 दायी फी :
 ड या पाने : (२५)
 घेरे फी :
 हनुवाश फी :
 फा-लिज फी :
 दवांस फी :

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 १२५-
 १२-
 ६-
 २

Mrs. V. V. Dangat

एकूय . २६०४-

दुय्यम निबंधक मुलुशी पोड)
 AGREEMENT

दुय्यम निबंधक मुलुशी पोड)

This Agreement made at Pune on this th day of
 25 Jan 2009.

(Signature)

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B E T W E E N

CITI BUILDERS, a partnership firm registered under partnership Act having its administration office at 7, Plaza Apartments, 48 Bhosale Nagar, Pune 411 007, by its partner SHRI DILIP LALCHAND MATAI, Age : 38 years, Occupation : Business, Residing at 7, Plaza Apartments, 48 Bhosale Nagar, Pune :- 411 007.

Hereinafter referred to as THE PROMOTER (which expression unless repugnant to the context or meaning thereof shall mean and include its successors, administrators and assigns)

... OF THE FIRST PART

A N D

MRS. VAISHALI VIKAS DANGAT

Age : 31 Years Occupation : SERVICE

residing at AJANTA CO-OP HSG SOCIETY
DURGANAGAR,
SENAPATI BAPAT ROAD,
PUNE-411016.

Hereinafter referred as THE SHOP PURCHASER (Which expression unless repugnant to context or meaning thereof shall mean and include his/her their heirs, executors administrators and assigns)

... OF THE SECOND PART

WHEREAS the property bearing Plot No. 16 out of Sanctioned layout at Amchi Colony, S. No.1, 932 Sq.mtr., situated at Bavdhan Khurd, Bavdhan, Tal : Mulshi, Dist : Pune, hereinafter referred to as the said property stand in the name of M/s. A.V.& Co. a partnership firm as Owners. The said owners executed agreement for development on 20nd February 1989 in favor for M/s. Ganga Construction Co., Mumbai, a company incorporated & registered under the Provision Co. Act., to carry out & execute the development of 22 plots out of the layout of

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S.No.1 Bavdhan Khurd at Amchi Colony, which includes plot No 16, as per terms & conditions of the exemptions order bearing No. ULC/WSHS/21/406/25-A FIRM dtd.02/04/1985 and ULC/WSHS/21/406/25-A dtd. 11/07/1985.

WHEREAS the afore said exemption orders lapsed and became ineffective, the Owners thereafter made an application for exemption under Section 20 of ULC ACT 1976 OF plot Nos.1,15,16,66,67,68,69,70,71 and Shops totally admeasuring 5665.12 sq.mtrs.and the same were exempted vied order bearing No. ULC/D-3/LAYOUT/P-48/25-A-FIRM/93 PUNE dated 29-04-93

hereinafter therein which order has since been modified by the corrigendum No.ULC/D-3/S-20/ p-48/96 PUNE-37 dated 18-04-96 (hereinafter called " the Corrigendum");

AND WHEREAS thereafter the plans of the layout were duly revised by the Director of Town Planning, Pune vied No. Layout/S. No. 7+8/ BAVDHAN KHURD/SSP/3170 DATED 18-12-93; Collector Pune, vide No. PRA/NA/SR/194/1993 dtd 16-03-94;

The owners M/s. A.V.& Co. thereafter made an applications to state of Maharashtra for extersion of time to sell the said plot for further period. The Government of Maharashtra wa please to grant further Externsion and last extension was granted by Government of Maharashtra by order bearing No. WXTN/2597/4041/ULC-2 dtd. 15/07/97.

The said Property is exempted from the provisions of Urban Land (Ceiling & Regulation) Act as per the above orders and Owners and Person acting on their behalf have every right to develop the said Property .As per the Agreement dtd.20/02/89 and Power of Attorney executed by the owners M/S.A.V.& Co. M/S. GANGA CONSTRUCTION CO. has every right to develop , sell, thef said 22 plot out S.No. 1 of Village Bavdhan Tal : Mulshi, Dist : Pune, including the said Property and also right to assign benefit, obligations and right occurred under the said agreement.

M/S. GANGA CONSTRUCTION CO.therefor agreed to assign development rights of the said property to the Promoter & have executed registered agreement for development dtd. 31/07/97 in favour of the Promoter. The said agreement is registered in the



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office of Sub-Registrar Mulshi at serial No. 3830 on 31/07/97, with the consent of the owners M/S. A.V. & CO.

AND the owners M/S. A.V. & CO., AND Partners through their Power of Attorney, SHRI. CHANDRASHEKAR NARHAR AKOLKAR has executed general Power of Attorney in favour of the Promoter on 31/07/97.

The said Property is now included in the limits of Pune Municipal Corporation and the PROMOTER has got the building plan of the building to be constructed sanctioned Vide Commencement Certificate No. 2214/D.P./B.P.O/B./Khurd/79. dated 4/6/1999.

WHEREAS the Promoters intends to construct on the said land a multistoried building consisting of ground and upper floors (hereinafter referred to as THE SAID BUILDING; known & styled as "BLUE HILL".

WHEREAS the Promoters have appointed a structural Engineer, for preparation of the structural designs and drawings of the building and Promoters agree to accept the Professional Supervisions of the said Structural Engineer till the completion of the said building;

WHEREAS the Promoters have sole and exclusive right to sell the various flats etc., in the said building to be constructed by the Promoters on the said land and to enter into agreements with the prospective purchasers of the flats, etc., and to receive the sale price in respect thereof;

AND WHEREAS the SHOP purchaser demanded from the Promoter, and the Promoter have given inspection to the SHOP Purchaser of all the document of title relating to the said land, the development agreement, the plans, designs and specifications prepared by the Promoters Architect, and of such other documents as are specified under Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "THE SAID ACT") and rules made thereunder the purchaser/s got himself/herself /themselves fully satisfied about and the same and no document is remain to be provided to the purchaser/s herein.

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AND WHEREAS THE COPY the copy of the certificate of title issued by the Advocate of the Promoter, copies of property card of extract of village Forms VII any XII or any other relevant revenue record showing the nature of the title of the Promoter to the said land on which the flats/shop/offices are constructed or to be constructed and the copies of the plans of specifications of the flat/shop/offices agreed to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed "A" "B" "C" respectively;

AND WHEREAS the Promoter has got approved from the concerned local authority the plans, specifications, elevations, section and details of the said building/s;

AND WHEREAS while sanctioning the said plans the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said land and the said building/s and upon due observance performance of which only the said building/s shall be granted by the concerned local authority;

WHEREAS the Promoters have accordingly commenced construction of the said building in accordance with the said plans;

WHEREAS the Purchaser has read and understood the conditions of the said order and has made a declaration that neither the Purchaser nor the member of his/her/their/ family (family as defined under the said Act) own a tenement or dwelling the provisions of the Maharashtra Co-Operative Hsg. Societies Act, 1960 and the said Act;

AND WHEREAS the SHOP PURCHASER offered to the PROMOTER for allotment of the Shop No 4 on GROUND FLOOR in the BUILDING to be constructed on the said plot which is more particularly described in "Annexure D" hereunder written and which for the sake of convenience is hereafter referred to as "THE SAID SHOP"

AND WHEREAS relying upon the said offer, and subject to whatever stated herein below the Promoter agreed to sell to the SHOP Purchaser the said SHOP at the price and on the terms and conditions hereinafter appearing;

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NOW THESE ARTICLES OF AGREEMENT WITNESSETH AND IT IS MUTUALLY HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :

1. CONSTRUCTION AS PER APPROVED PLAN.

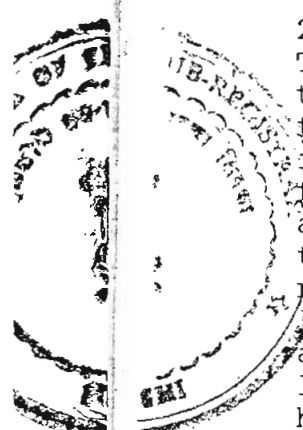
The Promoter herein has obtained sanction of the building/s plan/s respect of the building/which is/being constructed on the said land and the Promoter herein shall continue to construct and complete the construction of the said building/s on the said land in accordance with the plans, designs and specifications approved by the concerned authority which have been seen and approved by the SHOP Purchaser/s subject to such alterations and modifications as the Promoter in its sole discretion may think fit and necessary for may be required by the concerned local authority / Government to be made in them or any of them.

2. CONSENT TO PROMOTER TO CARRY OUT MODIFICATIONS

The SHOP Purchaser/s hereby gives/ give his /her their irrevocable consent to the Promoter herein to carry out such alterations, modifications and in the sanctioned plan/s of the said buildings as the Promoter in his sole discretion thinks fit and proper and /or such modification and alteration which are necessary in pursuance of any law, rules ,regulation order or request made by the local authority, planning authority, competent authority or Government or any officer or any local authority provided that the Promoter shall have to obtain prior consent in writing of the Shop Purchasers if such alterations and modifications adversely affect the construction of the said Shop. The Shop Purchasers herein shall have no right to withhold such permission without such permission without any reasonable cause and shall give such permission as and when required by the Promoter herein.

3. CONSIDERATION & PAYMENT

Relying on the Shop Purchasers representation and the assurances the Promoter herein agreed to sell the SHOP PURCHASER the SHOP NO.4, admeasuring saleable builtup area about 26.94 Sq.mtrs saleble builtup area whch is inculsive of the proport- aionate area of balconies, passages, landings, door jams ,staircase etc . (Subject to fluctuation of not more than 3%)



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on GROUND FLOOR in the building know as BLUE HILL which Shop is shown in red colour boundary line on the plan annexed hereto as Annexure "C" along with Car Park No. Nil called the "THE SAID SHOP/" for total consideration of RS.2,80,000/- (RS. TWO LAKH EIGHTY THOUSAND ONLY) which price is inculsive of the proportionate price of common areas and facilities, apartment to the premises, the nature, extent & description of the common/limited areas & facilities which are more particularly shown of the plan & the purchaser/s has to pay other charges & expenses separately mentioned .The stamp duty and registration fees, which shall be paid by the purchaser . The Shop Purchasers herein have paid an amount of Rs 1,80,000/- (Rs ONE LAKH EIGHTY THOUSAND ONLY) to the Promoter by cash /cheque which is acknowledge with receipt No 68 & 69 date 30th October 2000, being a part consideration towards booking of the said shops & hereby agree to the balances amount of RS 1,00,000/- (Rs One lakh only) to the Promoter herein in the following manner :

AMOUNT	PARTICULARS
RS.1,80,000/-	1. As Earnest Money
RS. 50,000/-	2. on or before 10th November 2000.
RS. 40,000/-	3. When work of fixing, of rolling shutters.
RS.10,000/-	4. At the time of possession
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RS. 2,80,000=00	
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(Total Rs. TWO LAKH EIGHTY THOUSAND ONLY)

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The Shop purchaser herein shall pay the balance amount Rs1,00,000,- on the due dates. Payment on time is the essence of the contract. In the case of delay in payment of the installment on the due dates, the SHOP purchasers shall be bound and liable to pay interest 24% P.a., with monthly rates, on all the amounts which become due and payable.

4. OBSERVANCE OF ALL CONDITION .

It is hereby agreed that the Promoter and SHOP Purchasers shall observe and perform and comply with all terms and conditions, stipulations restrictions, if any, which been or which may be imposed by local authority at the time of sanctioning of the plans or any time thereafter. The Promoter has already received the commencement certificate of the corporation in Vide No.2214/D.P./B.P.O./B/Khurd/79 dated 4/6/1999.

5. F.S.I.

It is hereby declared that sanctioned plans has/have been shown to the SHOP Purchasers and the Floor Space Index (FSI) available is shown in the said plans. Similar, the floors space Index, if any utilized as floating floor space index or in any manner, i.e. to say transfer from the said land is also shown meaning as understood by the planning Authority under its relevant building regulations or bye-laws. The Promoter shall be entitled to SHOP F.S.I. of the property in the present scheme to any other property and Visa-Versa is so permitted by the concerned authority.

6. TITLE.

The Promoter has made full and true disclosure of title of the said land as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the SHOP Purchasers nature of its right, title and interest or right to construct buildings. The Promoter has also given inspection of all the documents to the SHOP Purchasers as required by law . The SHOP Purchasers having acquainted himself/herself /themselves with all the facts and right of the Promoter has entered into this Agreement. The SHOP purchaser hereinafter shall not be entitled

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to challenge or question the title of the confirming party and the right /authority of the Promoter in respect of the said land to enter into this agreement.

7. AMENITIES PROVIDED

The Specifications of the SHOP and the fixtures, fittings and the amenities to be provided by the Promoter to the said SHOP or to be said building are described in the Annexure " E " , annexed hereto. No extra fittings, or amenities shall be provided by the Promoter, and the SHOP Purchaser shall not be entitled to demand the same.

8. POSSESSION.

The Promoter will give possession of the said SHOP to the SHOP Purchasers within three months from the date of agreement , after receiving the full payment as part performance of this agreement, prior to taking possession of the flat/shop/office purchaser shall take a possession letter from the Promoters otherwise possession will be treated as illegal.

9. DEFAULT IN PAYMENT & BREACH OF CONDITION

On the SHOP Purchaser/s committing defaulting payment on the due dates, of any of the installment payable under this Agreement (including his/her/their proportionate share of taxes levied by the concerned local authority and any other outgoings) and on the SHOP Purchaser/s committing breach of any of the terms and conditions of this Agreement, the promoter shall in its sole discretion 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 SHOP Purchaser 15 (fifteen) day's prior notice in writing of this intention to terminate the 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 SHOP Purchaser/s has/have failed and/or neglected to rectify the breach or breaches within the period of 15 (fifteen) days of such notice. Provided further that upon termination of this Agreement, the promoter shall refund to the flat Purchaser/s the installments of price which are the SHOP

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Purchaser/s might have till then paid to the promoter, but without any interest. The aforesaid amount shall be paid by the promoter to the SHOP Purchaser/s after resale of the said flat in the manner of receipt of consideration from new SHOP Purchaser and on such condition the promoter shall be entitled to resell the said flat and/or dispose of or other wise alienate the same in any other manner as the promoter in his sole discretion thinks fit.

9. ALTERATIONS.

That the SHOP Purchasers shall not carry out any alterations of whatsoever nature in the said SHOP or in the fitting therein in particular it's hereby agreed that the SHOP Purchasers shall not make any alterations in any of the fitting pipes, water supply connection or any of the erection in the bathroom as this may result in seepage of the water, if any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

10. PERMITTED USE OF THE SHOP.

Purchasers shall use the said SHOP/accommodation or any part thereof or permit the same to be used only for the purpose permitted by the local authority. He/She/they shall use the parking space (if allotted) only for the purpose for keeping or parking the SHOP purchasers own vehicle.

11. FORMATION OF SOCIETY OR APARTMENT.

The SHOP Purchasers alongwith other purchaser of FLAT/SHO/OFFICE Petc., in the buildings shall joint in forming and registering the society or an association of apartment owners and also from time to time sign and execute all the applications for registration and/or membership and other papers and documents necessary for the formation and registration of such body including the bye-laws of the proposed society or an association of apartment owners and sign fully fill and return to the Promoter within 15 days of the same being forwarded by the Promoter to the SHOP Purchaser, so as to enable the Promoter to register the organization of the SHOP purchasers under section 10 of the said Act within the time limit prescribed by the Rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion Construction, sale, management and Transfer) Rules 1964. No objection shall be taken by the SHOP

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Purchasers if any changed or modifications are made in the bye-laws or the Memorandum are required to be made by the Promoter as per their Commitment to various persons and/or if it is required by the register of Co-operative Societies or any other competent Authority as the case may be.

12. Unless Prevented by circumstances beyond the control of the Consenting party and the Promoter it is agreed that within four month (a) of the Registration of the Society and after acceptance of the draft of sale deed by the parties concerned (i.e. by owner, Promoter and Society) by their mutual consent and after payment of all the dues, including state duty etc., by all the members of society/all the flat/unit purchasers (whichever is later) the building, together with land below the building shall be transferred to the Society, or (b)after submitting the said land or any part thereof along with buildings constructed or to be Maharashtra Apartment Ownership Act, 1970, by the owners and the Promoters herein and after payment of all dues including stamp duty etc., if any by the SHOP Purchasers to the Promoter (whichever is Later) the owner and the Promoter herein shall execute necessary deed of apartment in favour of the Flat/Shop Purchaser herein and convey the said FLAT/SHOP/ACCOMMODATION in favour of the SHOP Purchaser the permission granted by the Govt. and /or Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 as the case may be and shall be subject to the exclusive limited common etc., right of the unit/holders and commitments of Promoter.

13. RESTRICTED AREA, TERRACE, PARKING & OPEN SPACE.

It is hereby agreed that the Promoter has the exclusive right of allotment of different parking spaces or garages or terraces or open spaces or right to develop garden in adjoining open spaces or expect the parking space No. Nil as they are allotted to SHOP Purchaser to one or more persons of their choice, for their exclusive use and such persons may not be the owners or holders of the SHOP/flat/tenement. The persons to whom such terraces or parking space or garages or open spaces are allotted shall be admitted as the members of the Society or Association. It is hereby agreed that the areas mentioned in sub-para (A) of the Second schedule shall be the common areas and facilities

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and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and /or alienate and dispose of other areas and facilities in such manner as the Promoter thinks fit.

14. CONVENANTS AS TO USE & MAINTENANCE OF FLAT /SHOP/OFFICES BY THE PURCHASER.

The Flat/SHOP Purchasers shall be liable to bear and pay from the date the Promoter intimates the purchaser the SHOP is ready for occupation proportionate share (i.e. in proportion to the floor area of the flats/shop or in lump-sum monthly amount) of outgoings in respect of the said land and buildings namely local taxes, betterment charges, or such other levies by the concerned local authority, water charges, insurances, common lights, repairs, salaries to clerks, chokidar and etc, all other necessary expenses formed to maintain the building. The purchaser shall pay to the promoter such proportionate share of outgoings as may be determined. The Purchaser/s shall pay to the agree/s that till the flats/shops/office purchaser/s share so determine the Purchaser/s shall pay to the Promoters the provisional monthly contribution Rs. 200 -(Rs. Two Hundred Only) per month as outgoings. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest & remain with the Promoters until a conveyance is executed in favour of the APARTMENT/ SOCIETY as aforesaid to the Promoter as and when it is demanded by the Govt., P.M.C etc.,

a) To maintain the said Flat/SHOP purchaser own cost in good tenantable repaired and condition from the date of completion certificate and shall not do or cause to be done anything in or to the said SHOP situated, staircase or any passage which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter to make addition in or to the said SHOP and/or the building in the said SHOP itself or any part thereof.

b) Not to store in/outside the said flat/shop building surrounding area any goods which are of hazardous, combustible or dangerous nature of are to heavy as to cause damage to the construction or structure of building or storing of which goods is objected or caused to be carried heavy packages to upper floors, which may damages

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or are likely to damage the staircase, common passage or any other structure of the building including entrance of the building and in case any damage is caused to the building in which the said flat is situated to be the said SHOP on account of negligence or default of the Flat Purchasers in this behalf, the SHOP Purchasers shall be liable for all the consequences of the breach.

c) To carry out at his own cost all internal repairs to the said SHOP and maintain the said flat in the same condition, 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 SHOP Purchasers with the written consent and the supervisions of the Promoter and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority; and in the event of the Flat purchasers committing any act in Contravention of the above provisions, the SHOP Purchasers shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

d) Not to demolish or cause to be demolished and not make at any time or cause to be made any addition or alteration of whatsoever nature in or to the said SHOP or any part thereof, or in or to the building in which said SHOP is situated and not to make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair 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 the columns, beams, walls, slabs, R.C.C. parris or other structural members in the said SHOP without the prior written permission of the Promoter and/or the society or an Association of Apartment Owners as the case may be.

e) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building or any part thereof or whereby any increases in premium shall become payable in respect of the insurance.

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f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said SHOP in the compound or any portion of the said land and building.

g) Pay to the Promoter within seven days on demand from the Promoter, his share of security deposit demanded by the concerned local authority or the Govt., for giving water, Electricity or any other service connection to the building in which the said flat is situated.

h) To bear and pay the local taxes, NA taxes, Water charges, Insurance and such other levies, if any, from the date of completion certificate in respect of the said SHOP and also additional increased taxes, Insurance, etc., which are imposed by the concerned local authority public authority on account of change of user of the said SHOP by the SHOP Purchaser/s Viz. user an for any purpose than for residential purpose.

i) The SHOP Purchasers shall not let, sublet transfer, assign or part with SHOP Purchasers interest or benefit factor of this agreement or part with the possession of the said SHOP until all the dues payable by the SHOP Purchasers to the Promoter under this agreement are fully paid up and only if the SHOP Purchasers had not been quality of breach of or non-observance or any of the terms and conditions of this agreement and until the SHOP Purchasers has intimated in writing to the Promoter and obtained written consent thereof.

j) The SHOP Purchasers shall observe and perform all the rules and regulations which the society or an Association of Apartment Owners may adopt at its inception and additions, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said building and the SHOP therein and for the observance and performance of the Building Rules and Regulations Bye-laws for the time being of the concerned local authority and the Government and public bodies. The SHOP Purchasers shall also observe and perform all the stipulations and condition laid down by the society or Association of Apartment Owners Regarding the occupation and use of the flat/SHOP in the building and shall pay and contribute regularly and punctually towards the

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taxes expenses or other outgoings in accordance with the terms and conditions of this agreement.

k) Till a conveyance of the building in which the said shop is situated is executed, the SHOP purchasers shall permit the Promoter and their surveyors and agents with or without workmen and others, at all reasonable time to enter into and upon the said SHOP and the said land and buildings/ or any part thereof to view in examine the sale and conditions thereof.

15.NO GRANT TILL CONVEYANCE.

Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said SHOPS or of the said plot and building or any part thereof. The SHOP Purchasers shall have no claim say and except in respect of the said shop hereby agreed to be sold to him/her/them and all common amenities areas to and facilities as described in Schedule. It herein below will remain the property of the Promoter until the said land and buildings is/are transferred to the Society or Association of Apartment downers as hereinafter mentioned.

18. SHOP PURCHASERS/S ADDRESS FOR SERVICE NOTICES. All notices to be served on the SHOP purchasers as contemplated by this agreement shall be deemed to have been duly served if sent to the SHOP Purchasers by under certificate of posting at his/her/their/addresses specified in the title of this Agreement or the address intimated in writing by the SHOP Purchasers after execution of this agreement.

20.M.A.O ACT.

This agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Acts 1970 (Mah. Act No.XV of 1971) and provision the rules made thereunder.The Maharashtra Ownership flats/shops/offices (Regulation of the promotion of the construction sale, Management, & Transfer) act, 1963 & the rules made thereunder/ & amendmens made therto up to date, & M.A.O. flats/shops offices act rule.

21. NO ORAL COMMENTS

The Promoter has not undertaken any responsibility nor has he agreed anything with the

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Flat/Shop Purchasers orally or otherwise and there is not implied agreement or covenant on the part of the Promoter and the owners other than the terms and conditions expressly provided under this agreement.

22. STAMP DUTY & REGISTRATION CHARGE.

This consideration of the said FLAT/SHOP ACCOMMODATION as agreed between the Promoter and the purchaser herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said FLAT/SHOP ACCOMMODATION. This agreement is executed by the parties hereto under the Maharashtra-Ownership Flats Act, 1963 and stamp duty & registration for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-I, Article 25 (d). The PURCHASER herein has paid stamp duty of Rs.28,000/- (RS. TWENTY EIGHT THOUSAND ONLY) along with the appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter and the owners/confirming party herein in favour of purchaser or in the name of the society in which the Flat/Shop Purchaser will be the member in respect of the said FLAT SHOP/ACCOMMODATION.

23. OTHER CHARGES

The Shop/Flat purchaser shall pay Rs. as being charges towards formation of Apartment / society, legal charges, common electricity meter, individual electricity meter, other electrical charges and etc. The above charges have to be paid within fifteen days whenever demanded. If payment is delayed interest will be charged on same.

24. The shop purchaser hereby agrees that in the event of any amount by way of premium to the P.M.C. or to the state and/or Central Government or betterment Charges or development tax or Educational fess or any other tax or payment of a similar nature becoming payable by the Promoter either before or after delivery or possession of the flat the same shall be paid in advance either by way of deposit or advance by the shop Purchaser to the Promoter in proportion to the area of the shop to be purchased by the Shop Purchaser.

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25.LEVY OF ANY TAXES.

If any tax levied by the government, P.M.C. and/or any other authority or authorities on the sale of the shop, etc., and/or any of the incidents of this transaction including sales tax, tax on transfer of property in goods involved in works contracts, etc., then the SHOP Purchaser shall be liable to pay the same to the Promoter as and when it is demanded by the Govt., P.M.C etc., The Promoter shall not be liable to pay the same.

26.PURCHASE TO VARIFY AMWNTIES, AREA,AT TIME OF TAKING POSSESSION.

At the time of delivery of possession of the said SHOP, the SHOP purchaser shall satisfy himself about the correctness of the area of the said SHOP and about the quality of construction work and specifications/amenities provided where after the SHOP Purchaser shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

27.SPECIAL RIGHTS OF THE PROMOTER.

It is hereby understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said buildings including terrace above the canopy, if any, shall be long exclusively to the Promoter or respective purchaser to the terrace flat/units if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace flat/unit purchaser. The said terrace flat/unit purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the society association as the case may be. It is also understood and agreed by and between the parties hereto that the terrace space above said building, if constructed by the Promoter at their discretion shall not be a common area but shall belong exclusively to the Promoter or to the purchasers of units to whom the same will be allotted by the Promoter as per promotes discretion and the said terrace space is intended for the exclusive use of the Promoter or the said purchase. Any exclusive use allotted by the Promoter either of the terrace, car park, open space or of any other portion shall be subject to the right of the society or

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association and its agents of use if he same for specific purpose and to the extent necessary of maintenance and repairs of the common area on top of building, other unit holders shall be entitled to erect their T.V. antenna (not dish antenna) on the terrace on top of the building at the place convenient and suitable for both the said other unit holders and the Unit holders to whom the Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the purchaser in respect of the said shop the Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire scheme or under this agreement or in the said building herein after to be constructed thereon.

The SHOP Purchaser hereby given his consent and has no objection for use of the remaining units wholly in parts for OFFICE/SHOPS/FLATS and or any commercial or residential purpose as may be permitted by the Promoter, and to allow exclusive right use of terrace"s is allotted.

28.CHANGE OF NAME OF BUILDING, ELEVATION ETC.

The name of the project and building shall be 'BLUE HILL' and this name shall not be changed without the written consent of the Promoter. That the elevation of the proposed building shall remain the same & shall not be liable to modify, altered or changed by the purchaser/s & the color combination of the exterior portion shall always remain the same. The purchaser/s in case of fixing grills, safety doors, Airconditioners shall comply with the unique designs colors & projections etc. Decided by the Promoters & Builders & the same is to be affixed at the conspicuous place as may be directed by the Pormoters & Builders.

31.ADJUSTMENTS OF DUE AMOUNT.

If any amount due and payable by the SHOP Purchaser remains unpaid then the Promoter at his discretion and without prejudice to his other rights shall be entitled to adjust and satisfy such dues from any other amount payable to the SHOP Purchaser and adjust the account accordingly and in case still there are dues from SHOP Purchaser make demands accordingly.

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33.ADDITIONAL F.S.I.

The Promoter shall be entitled to use the present unutilized and/or additional builtup area F.S.I. in respect of the said property in any other property by floating the same and/or in the same property as and when the same is permitted either by way of construction of new building or extension of the building which are presently permitted, likewise the Promoter shall also be entitled to use F.S.I. Pertaining other property in this property as and when permitted by P.M.C. The SHOP Purchaser has hereby given irrevocable consent therefore and the Promoter shall be entitled to revise the plans, get them sanctioned from P.M.C. and total/sell them to various persons. The SHOP purchase shall have no objection for the said new allottees to be admitted as members of the Society/Association. The Society/Association shall get the new transfers admitted as its members. The Promoters shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.

FIRST SCHEDULE

All that piece and parcel of the land and ground bearing PLOT No. 16, formed out of the sanctioned layout known as AMCHI COLONY AT S.No. 1 situated at BAVDHAN KHURD PUNE, within the limits of the Pune Municipal Corporation and within the Sub-Registration sub-district, Taluka - Mulshi, Dist- Pune measuring 932.00 Sq.mtrs together with the benefits arising out of the road widening area and bounded as under:

- ON OR TOWARDS THE EAST : BY PLOT NO.25
- ON OR TOWARDS THE SOUTH : BY PLOT NO 17
- ON OR TOWARDS THE WEST : BY N.D.A ROAD
- ON OR TOWARDS THE NORTH : BY COLONY ROAD.

LOCATION : As per Register falls in balance area of BAVDHAN.



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SECOND SCHEDULE

- A) COMMON AREAS AND FACILITIES :
1. Staircase.
 2. Barbed wire fencing wall.
 3. Drainage lines with Septic Tank and soak pit.
 4. M.S/ R.C.C overhead water tank with underground pump and single line phase pump.
 5. Lift.
- B) LIMITED COMMON AREAS AND FACILITIES :1.
Terrace area adjoining terrace flats.

ANNEXURE " A "
(Certificate of title)

ANNEXURE "B"
(Copy of 7/12 Extract)

ANNEXURE "C"
(Copy of Plans)

ANNEXURE "D"
(Description of the Shop)

All that SHOP No 4 situated on the GROUND FLOOR of the building to be constructed on the land described in the First Schedule herein above written, having builtup saleble area 26.94 Sq.mt. together with all the fittings, fixtures and amenities provided thereto.

A) The land and the open space described in the First Schedule above (Subject to the right of exclusive use of open spaces and car parks allotted or that will be allotted to various units and retained by the Promoter.)

LOCATION : As per Register falls in balances area of BAVDHAN.

VALUTATION: Rs 2,80,000/-
Rate as per ready reckoner of registrar RS 2,70,000/-

STAMP DUTY: RS 28000/- PAID.

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IN WITNESS WHERE OF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT PUNE ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED
BY THE WITHINNAMED :

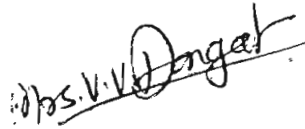
MR DILIP LALCHAND MATAI
PARTNER OF CITI BUILDERS



THE PROMOTER

SIGNED AND DELIVERED
BY THE WITHINNAMED :

MRS. VAISHALI VIKAS DANGAT



THE PURCHASERS

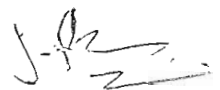
In the presence of :

- Name : Vikas Dattatray Dangat
Address : Ajanta society
S.B. Rd. Pune-16



In the presence of :

- Name : S. M. Shukla
Address : B-1, Broke Road Jay
Model Colony -
Pune 16.



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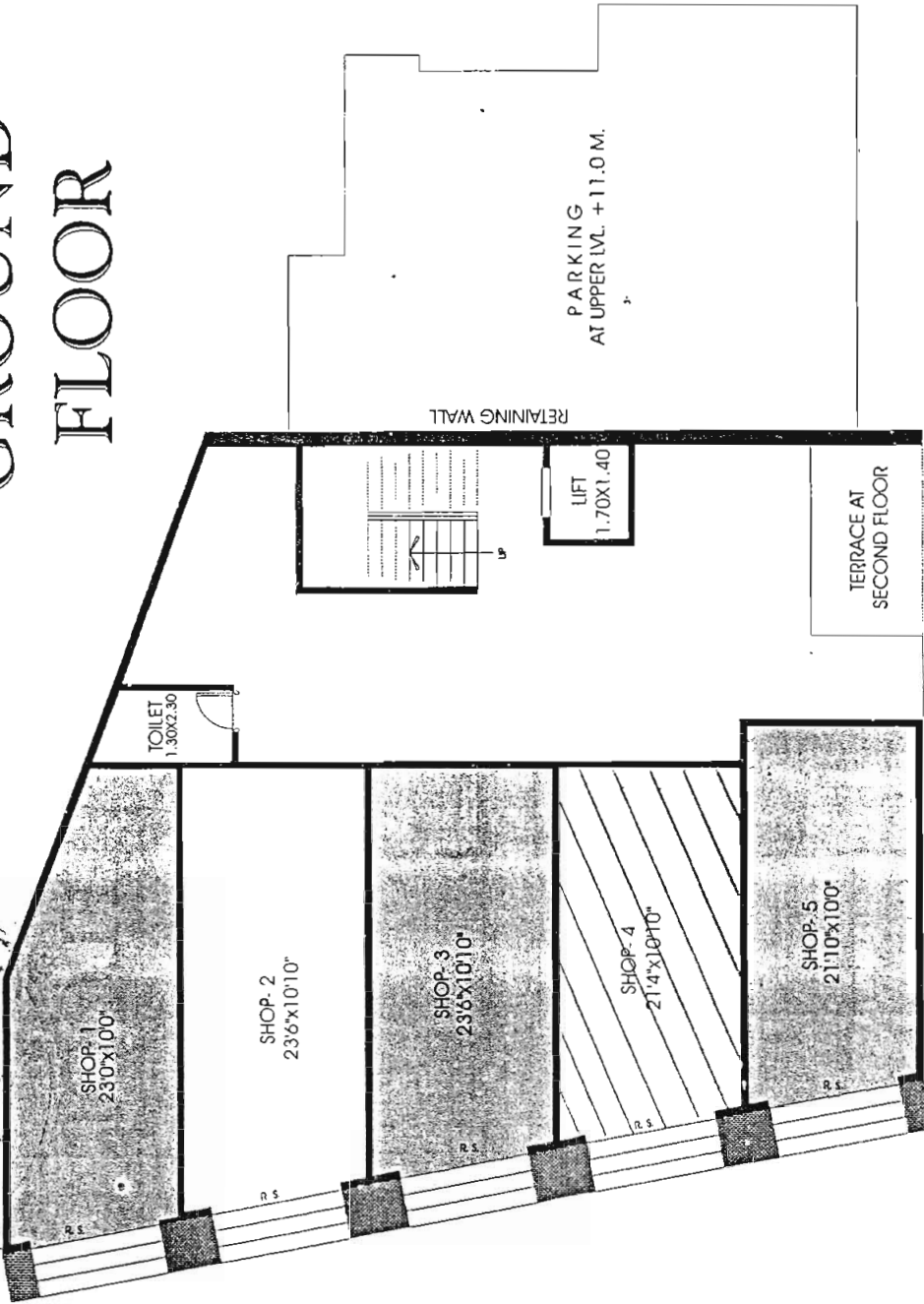
ANNEXURE E

SPECIFICATIONS AND AMENITIES OF THE PREMISES

1. R.C.C. frame Structure.
2. Grey Cement marble mosaic tiles in all rooms.
4. Casing capping wireing in ths shop number of points 6.
5. M.S. rolling shutter for entrance of the shop in 20 gauge with top cover.
6. Water storage tank on ground and overhead tank on the top with motor pump .
7. Windows will be painted in enamel paint.
8. Lime wash (3 coats) in all Interior parts of the flat and building.
9. Exterior of building will be painted with cement paint in shades suggested by the Architect t.
10. Arrangment of common toilet for the ue of the shop/ flat holders.
15. Good and elegant elevation building.



LOWER GROUND FLOOR



Shop No	Salable Builtup Area Sq. Ft.
1	325
2	340
3	310
4	290
5	260

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१) १६०१ विक्रम संमत् आश्विन
 शु. दिनांक कार्यालय नगर

३८ - अर्थात् सा
 ४८ भागचे नगर घुंटे
 टिकोले

२) सा. व. व. विक्रम
 सा. ५४०/३९ - नोपा
 सा. ३००८ को सा. ६९
 सा. २००८ सा. २००८ सा. २००८
 सा. २०० १६ टिकोले


श्री. शाशिन मधुकर देशपांडे
 सा. पांडे. ता. मुळशी पणजे

(दुय्यम निबंधक वाण्या खोळखीचे
 कसून वे बरील दस्तऐवज करून
 दिनांक स्वतः खोळखत असल्याचे
 घोषणा व सांगी खोळख करवितात)

दस्तऐवज करून दिनांक तयाकथित
 ०५.११.०१.५५..... दस्तऐवज
 करून दिल्याचे कबूल करतात.

शा. देशपांडे

25 JAN 2001

[Signature]


दुय्यम निबंधक मुळशी पणजे

[Signature]

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बहिले नंबरचे पुस्तकाचे
 नंबरची नोंदला

दुय्यम निबंधक मुळशी
 दिनांक २५/०१/२००९



