

523/13509

पावती

Original/Duplicate

Monday, October 10, 2016

नोंदणी क्र. :39म

2:20 PM

Regn.:39M

गावाचे नाव: बालेवाडी

पावती क्र.: 14466 दिनांक: 10/10/2016

दस्तऐवजाचा अनुक्रमांक: हवल22-13509-2016

दस्तऐवजाचा प्रकार : अॅग्रीमेंट टू सेल

सादर करणाऱ्याचे नाव: - - दीपक विठ्ठलराव पाटील

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1160.00

पृष्ठांची संख्या: 58

एकूण:

रु. 31160.00

आपणास मूळ दस्त , थंबनेल प्रिंट, सूची-२ अंदाजे
2:35 PM ह्या वेळेस मिळेल.

Jt.Sub Registrar Haveli 22

बाजार मुल्य: रु.4653660 /-

मोबदला रु.5600200/-

भरलेले मुद्रांक शुल्क : रु. 336100/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005076843201617R दिनांक: 10/10/2016

वॅकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 1160/-



सूची क्र.2

दुय्यम निबंधक : सह.दु.नि.हवेली 22

10/10/2016

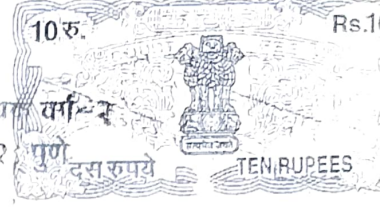
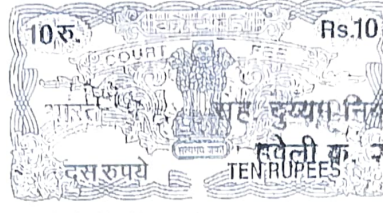
दस्त क्रमांक : 13509/2016

नोंदणी :

Regn:63m

गावाचे नाव : 1) बालेवाडी

- (1) विलेखाचा प्रकार अँग्रीमेंट टू सेल
 (2) मोबदला 5600200
 (3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते तमुद करावे) 4653660



- (4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)
 (5) क्षेत्रफळ
 (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

1) पालिकेचे नाव: पुणे म.न.पा. इतर वर्णन : इतर माहिती: पुणे महानगरपालिकेच्या हद्दीतील विभाग 58/679 गाव मौजे बालेवाडी येथील स.नं. 33/2 येथील स्टायलस या गृह प्रकल्पा मधील पहिल्या मजल्यावरील सदनिका नं. 102 यासी क्षेत्र 64.10 चौ. मी. कारपेट व लगतचे टेरेस क्षेत्र 12.26 चौ. मी. सोबत एक पार्किंग सह((Survey Number : 33/2 ;))

- (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.
 (8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1): नाव:-- मे व्हाईट फिदर लॅन्डमार्क तर्फे योगेश बाळकृष्ण पाटे करिता कु मु पुष्कर सुभाष कुंभारे वय:-28; पत्ता:-प्लॉट नं: फ्लॉट नंबर 101, माळा नं: -, इमारतीचे नाव: सनिकेत हाऊस, ब्लॉक नं: एरंडवणे, रोड नं: प्रभात रोड पुणे, महाराष्ट्र, पुणे. पिन कोड:-411004 पॅन नं:-

1): नाव:-- दीपक विठ्ठलराव पाटील वय:-53; पत्ता:-प्लॉट नं: प्लॉट नंबर रे 10, माळा नं: -, इमारतीचे नाव: नियर जिमखाना एम आई डी सी रेसिडन्शियल झोन, ब्लॉक नं: डोंबिवली ईस्ट, रोड नं: मुंबई, महाराष्ट्र, ठाणे. पिन कोड:-421203 पॅन नं:-AJRPP9534E
 2): नाव:-- निखिल दीपक पाटील वय:-27; पत्ता:-प्लॉट नं: प्लॉट नंबर रे 10, माळा नं: -, इमारतीचे नाव: नियर जिमखाना एम आई डी सी रेसिडन्शियल झोन, ब्लॉक नं: डोंबिवली ईस्ट, रोड नं: मुंबई, महाराष्ट्र, ठाणे. पिन कोड:-421203 पॅन नं:-CXCPP2058N

- (9) दस्तऐवज करून दिल्याचा दिनांक 10/10/2016
 (10) दस्त नोंदणी केल्याचा दिनांक 10/10/2016
 (11) अनुक्रमांक, खंड व पृष्ठ 13509/2016
 (12) बाजारभावाप्रमाणे मुद्रांक शुल्क 336100
 (13) बाजारभावाप्रमाणे नोंदणी शुल्क 30000
 (14) शेरा

मी नक्कल वाचली } दस्तासोबतची नक्कल
 मी रुजुवात घेतली } मी दीपक पाटील
 यांकर दिली: 10/10/2016
 अस्सलवार हुकुम नक्कल दिनांक 10/10/2016

सह. दु.नि. (वर्ग-३) हवेली-२२

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



GRN NUMBER	MH005076843201617R	BARCODE	Form ID :	Date: 10-10-2016
Department	IGR		Payee Details	
Receipt Type	RE		Dept. ID (If Any)	
Office Name	IGR028- HVL21_HAVELI 21 JOINT SUB REGISTRAR	Location	PAN No. (If Applicable)	PAN-AJRPP9534E
Year	Period: From : 10/10/2016 To : 31/03/2099		Full Name	DEEPAK VITTHALRAO PATIL
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg	S NO 33	
0030046401-75	336100.00	Road/Street, Area /Locality	PART 2	
0030063301-70	30000.00	Town/ City/ District	BALEWADI PUNE Maharashtra	
	0.00	PIN	4 1 1 0 4 5	
	0.00	Remarks (If Any) :		
	0.00			
	0.00			
	0.00			
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	0.00			
	0.00			
Total	366100.00	Amount in words	Rupees Three Lakhs Sixty Six Thousand One Hundred Only	
Payment Details:IDBI NetBanking Payment ID : 102226333		FOR USE IN RECEIVING BANK		
Cheque- DD Details:		Bank CIN No : 69103332016101050274		
Cheque- DD No.		Date	10-10-2016	
Name of Bank	IDBI BANK	Bank-Branch		
Name of Branch		Scroll No.		



Handwritten signature/initials.

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२०१६	



AGREEMENT TO SALE

This Article of Agreement to sell is made and executed at Pune, on this 10th Day of October 2016.

BETWEEN

M/S. WHITE FEATHER LANDMARKS

PAN: AABFW8281A

A Registered Partnership Firm,
Having its office at: CTS No. 37,
Final Plot no. 33/6A, Prabhat Road,
Saniket House, Lane no. 6,
Erandwana, Pune - 411004.

Through its partner

MR. YOGESH BALKRISHNA PATE

PAN: AABFW8281A

Age- 35 Years, Occupation – Business,

Hereinafter referred to as the “**PROMOTER / DEVELOPER**” (Which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its present and future partners, successors, their respective legal heirs, executors, administrators and assigns etc.)

...PARTY OF THE FIRST PART

AND

(1) **MR. DEEPAK VITTHALRAO PATIL**
Age: 53 years, Occupation: Service

PAN: AJRPP9534E

(2) **MR. NIKHIL DEEPAK PATIL**
Age: 27 years, Occupation: Service

PAN: CXCPP2058N

Both Residing at: Saptak, Pl.No- RE-10, Near
Gymkhana, MIDC, Resi.Zone, Dombivali (E) -421203

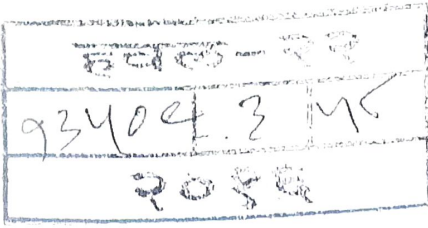
Hereinafter referred to as “**THE FLAT PURCHASER/S**” (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his/her/their heirs, successors, survivors, legal representatives, administrators, executors and assigns etc.) **.....PARTY OF THE SECOND PART**

AND

MR. SANJAY GANPATRAO SHEDGE **PAN: ADXPS4064J**
Age: 54 years, Occupation: Agriculturist and business,

Residing at: Mukundnagar, Pune – 411037.

Through his Power of Attorney Holder:



MR. YOGESH BALKRISHNA PATE PAN: AABFW8281A

Age- 34 Years, Occupation – Business,
The partner of **M/s. White Feather Landmarks**,
Having office at: CTS No. 37, Final Plot no. 33/6A,
Prabhat Road, Saniket House, Lane no. 6,
Erandwana, Pune – 411004.

Hereinafter referred to as the "**OWNER**" (Which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his legal heirs, successors, executors, administrators and assigns etc.)

....**PARTY OF THE THIRD PART.**

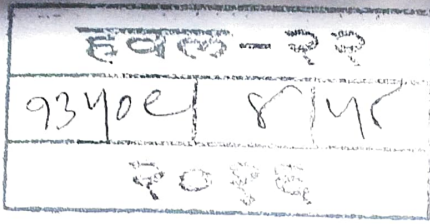
WHEREAS, all that piece and parcel of the land admeasuring 00 Hector 10 Ares, from and out of the land bearing Survey no. 33/2, situated at Village–Balewadi, Taluka-Haveli, District–Pune, more particularly described in the Schedule I hereunder written, (which is hereinafter referred to as the 'Said Property' for sake of brevity and convenience) is the self acquired property of the **OWNER** herein;

AND WHEREAS, the land bearing Survey No. 33/2, admeasuring 02 Hectares 73 Ares was originally held and occupied by one Mr. Vishnu Ramji Balwadkar. The said Mr. Vishnu Ramji Balwadkar expired on 10-02-1955, leaving behind him three sons namely Shri. Baburao, Shri. Waman and Shri. Nivrutti Vishnu Balwadkar, as his only legal heirs. Accordingly, the name of Shri. Baburao has been mutated to the revenue records of the aforesaid land along with the other properties; vide M. E. No. 621, as Manager of their Joint Hindu Family;

AND WHEREAS, the aforesaid Shri. Baburao, Shri. Waman and Shri. Nivrutti partitioned their joint family properties and the land bearing S. No. 33/2 came to the exclusive share of Mr. Waman Vishnu Balwadkar. Accordingly, his name has been mutated to the revenue records of the land bearing S. No. 33/2, vide M. E. No. 675;

AND WHEREAS, Mr. Waman Vishnu Balwadkar expired on 10-01-1987, leaving behind him, his widow Smt. Chandrabhagabai Waman Balwadkar and his son namely Mr. Hiranman Waman Balwadkar, as his only legal heirs and representatives. Accordingly, their names have been mutated to the revenue records of the land bearing S. No. 33/2, vide M. E. No. 1381;

AND WHEREAS, Smt. Chandrabhagabai Waman Balwadkar had released her rights, title and interest in the joint properties including the land bearing S. No. 33/2 in favor of her son i.e. Mr. Hiranman Waman Balwadkar vide Release Deed dated 03-11-1992. The said Release Deed is registered in the office of the Sub-Registrar, Haveli No. 4 (Pune), at serial no. 261/1993, on 20-01-1993. In pursuance of the same the effect has been given in the revenue record of the land bearing Survey No. 33/2 vide mutation entry no. 6737;



AND WHEREAS, Mr. Hiranman Waman Balwadkar, his wife Mrs. Bhimabai Hiranman Balwadkar and his son Mr. Rajesh Hiranman Balwadkar partitioned the joint family properties including the land bearing S. No. 33/2, vide Deed of Partition dated 03-09-1992. Accordingly, the land bearing S. No. 33/2 came to the exclusive share of Mr. Hiranman Waman Balwadkar. The said Deed of Partition is registered in the office of the Sub- Registrar, Haveli No. 4 (Pune), at serial no. 262/1993, on 20-01-1993. In pursuance of the same the effect is given to the Survey No. 33/2 vide M. E. No. 6738;

AND WHEREAS, Mr. Sanjay Ganpatrao Shedge, the OWNER herein purchased the Said Property from Mr. Hiranman Waman Balwadkar vide registered Sale Deed dated 05-11-1993. The said Sale Deed is registered in the office of Sub Registrar Haveli no. 4 at serial no. 5260/1993. Accordingly, the name of the OWNER herein was mutated to the revenue record of the Said Property vide mutation entry no. 2858;

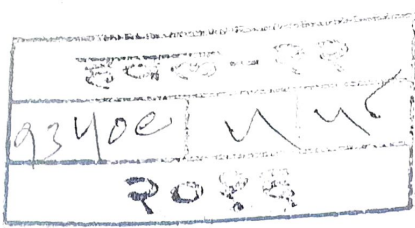
AND WHEREAS, thereafter the present OWNER herein viz. Mr. Sanjay Ganpatrao Shedge and the erstwhile owner Mr. Hiranman Waman Balwadkar rectified the eastern side boundary of the Said Property by executing a Correction Deed dated 09-01-2012. The said Correction Deed is registered in the office of Sub Registrar Haveli no. 9 at serial no. 321/2012. Thus the Said Property is exclusively and absolutely held by the OWNER herein and he has every right to deal and disposed off the same as per his own wish and accord;

AND WHEREAS, the OWNER herein decided to transfer all his rights, title and interest in respect to the Said Property;

AND WHEREAS, the OWNER herein entrusted the exclusive and absolute development rights in respect of the **Said Property** in favor of **M/s. White Feather Landmarks**, a registered partnership firm, through its partners i.e. the DEVELOPER, herein. Further, the OWNER herein also executed a Power of Attorney in furtherance of the said Development Agreement, on the same date in favour of the DEVELOPER herein. The said Development Agreement and Power of Attorney are duly registered in the office of Sub-registrar **Haveli No. 09**, at serial nos. **4416/14** and **4417/14**, respectively. Further, the same is more particularly described in the schedule – I herein under and the same is herein after referred to as the 'Said Property' for the sake of brevity and convenience;

AND WHEREAS, the OWNER herein after approval of the sanction plan in respect of the said property has executed supplementary agreement dated 10/02/2015 in favour of developer herein for the reason mentioned there in. The said supplementary agreement is duly registered in the office of Sub registrar Haveli no. 09 at serial no. **1047/2015**.

AND WHEREAS, the Said Property is situated within the residential zone;



AND WHEREAS, by virtue of the aforesaid registered Development Agreement and documents referred hereinabove, the DEVELOPER, is exclusively and absolutely empowered/ entitled to develop the Said Property and to implement the ownership scheme thereon;

AND WHEREAS, the DEVELOPER had applied to the competent authority for N.A. use permission in respect of the Said Property following all the procedure. Accordingly the said authority has granted permission to use the Said Property for the residential and commercial purpose vides order bearing no. NA/SR/II/34/2015 dated 15/04/2015.

AND WHEREAS, the DEVELOPER proposed to construct on the Said Property a multistoried building consisting of **Flats / Shops/ Offices** and to sell/ lease/ mortgage etc. the flats, shops tenements and allot exclusive right to car parking, terraces, reserved / restricted area, garage, outhouse in the building which is under construction or to be constructed on the Said property by the DEVELOPER and to enter into agreements with the purchaser/s, mortgagees, lessees, allottees etc. and to receive sale price/consideration and all other charges in respect thereof;

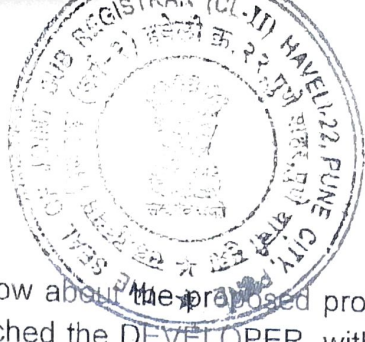
AND WHEREAS, the DEVELOPER has appointed a licensed surveyors /architects and also appointed the structural engineer for the preparation of the structural design and drawings of the building and the DEVELOPER has accepted professional supervision of the Architect and the structural Engineer till the completion of the building/s;

AND WHEREAS, the plans pertaining to the building/s to be constructed on the Said Property prepared from its Architects **Mr. Anand Gadiya** has been submitted to the PMC for obtaining necessary approval/ sanctions/ permissions. Further, Pune Municipal Corporation has sanctioned the building plan vide **commencement certificate bearing no. CC/1741/14, dated 06/09/2014 and revised commencement certificate bearing no. CC/2262/15, dated 19/10/2015 AND revised Commencement Certificate bearing no. CC/0280/16 dated 11/05/2016**The Developer has obtained the **Completion certificate for entire construction from Pune Municipal Corporation vide Completion certificate vide No.OCC1026 /2016 dated 3/10/2016.**

AND WHEREAS, Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the DEVELOPER herein has decided to have the name of the Project /Scheme and/or the proposed building as "**STYLUS**"; and the proposed Association of Apartment as the case may be are not entitled to change the name;

AND WHEREAS, by virtue of the documents referred hereinabove, the DEVELOPER alone has the sole, exclusive and absolute rights to develop the Said Property and disposed off the flats, units, tenements, shops, offices etc., to be constructed on the Said Property and to accept the price/consideration by executing the requisite agreements in favour of the intending purchaser/s etc.;

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AND WHEREAS, having come to know about the proposed project and/or ownership scheme, the purchaser/s approached the DEVELOPER, with a view to purchase one of the **flats/units** in the said project and applied to the DEVELOPER for allotment to the PURCHASER a **Flat/Office/Shop** bearing No. **102**, situated on the **First Floor** in the said ownership project, totally admeasuring **about Carpet area 690 sq. ft. i.e. 64.10 Sq. mtr.** and adjoining **terrace admeasuring about 132 sq. ft. i.e. 12.26 sq. mtrs.** (Which is more particularly described in the **Schedule - II hereunder written**);

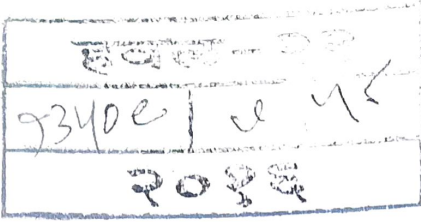
AND WHEREAS, flat/unit PURCHASER has/have also made a declaration those he/she/they is/are entitled to acquire a flat/unit in the aforesaid sanctioned scheme;

AND WHEREAS, the PURCHASER demanded from the DEVELOPER and the DEVELOPER has also given for inspection to the PURCHASER/S, all the documents of title relating to the Said Property, the development agreement, power of attorney and the sanctioned plan, designs and specifications prepared by the Architect of the DEVELOPER and of such other documents as are specified under the provisions of Maharashtra Ownership Flats (Regulation of the Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the Said Act") and the rules made thereunder;

AND WHEREAS, the copy of certificate of title issued by **S.R.S. ADVOCATES AND ASSOCIATES**, Advocate of the DEVELOPER, copies of Village Forms-VI or VII and XII or any other relevant revenue record showing the nature of the title of the OWNER to the Said Property on which proposed building consisting of flats/units etc., are to be constructed and the copies of the plans and specifications of the Flats/Units, agreed to be purchased by the Flats/Units PURCHASER/S and approved by the concerned local authority/authorities, are annexed hereto;

AND WHEREAS, the PURCHASER/S has/have also taken independent search and carried out investigation of the title by engaging his/her/their own Advocate and has/have satisfied himself/herself/themselves about marketability of the title to the Said Property and about the fact that no any compliances are remained to be complied with by the DEVELOPER pertaining to the aforesaid ownership project;

AND WHEREAS, under section 4 of the Said Act the PROMOTER is required to execute a written agreement for sale of **THE SAID FLAT/ UNIT/ SHOP/ OFFICE** to the PURCHASER being in fact these presents and also to register said agreement as per the provisions of Registration Act.



NOW THIS AGREEMENT WITNESSETH AND I ~~THE~~ HEREBY AGREED
BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS;

1. Promoter to construct the building/s: -

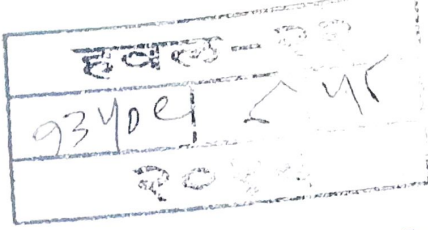
The DEVELOPER shall construct a multistoried building/s on the Said Property in accordance with the plans, design approved / sanctioned / to be approved / to be sanctioned by the concerned local Authority and which have been seen and approved by the Purchaser/s, with such variations, modifications, changes/ revisions as the DEVELOPER may consider necessary or as may be required by the concerned local authority/ Government to be made in them or any of them. The DEVELOPER has intimated and the PURCHASER/S has/have understood that the DEVELOPER is going to avail/purchase the permissible TDR from the open market and shall construct additional floors/units by loading the same and for the said purpose the PURCHASER/S shall extend every cooperation and shall not raise any objection in any manner whatsoever and has granted his/her/their consent/ permission / NOC by executing these presents. The PURCHASER/S herein categorically admit/s and accept/s that, if, the DEVELOPER intends to use TDR or any additional FSI that may be available to the DEVELOPER on the existing building in future then floors or number of the floors to be constructed on the Said Property will be changed and in that case PURCHASER/S will not complain against the same and PURCHASER/S hereby give/s and/or grant/s irrevocable permission/consent/No objection to use TDR or additional FSI or paid FSI on the said Building/s to the DEVELOPER.

2. Flat/Office/Shop Agreed to be Purchased by the Purchaser/s: -

The PURCHASER/S hereby agree/s to purchase from the DEVELOPER and the DEVELOPER hereby agrees to sell to the PURCHASER/S **Flat** bearing No. **102** situated on the **First Floor** in the proposed Building to be constructed on the Said Property, totally admeasuring **about Carpet area 690 sq. ft. i.e. 64.10 Sq. mtr.** and adjoining **terrace admeasuring about 132 sq. ft. i.e. 12.26 sq. mtrs.**, which is more particularly described in Schedule – II written hereunder, on the terms and conditions mentioned herein, and which is highlighted on the floor plan annexed herewith (which is hereinafter referred to as “the Said **Flat/Office/Shop**” for the sake of brevity and convenience);

3. Consideration of the said Flat/Shop/Office: -

The PURCHASER/S hereby agree/s to purchase the Said Flat/Office/Shop from the DEVELOPER and the DEVELOPER hereby agrees to sell to the unit Purchaser/s the Said **Flat/ Shop/ Office**, for the price or consideration of **Rs.56,00,200/- (Rupees Fifty Six Lakh Two Hundred only)** which is inclusive of the price of for proportionate share in the said land subject to encumbrances of restricted areas and facilities and also includes price of proportionate share in common areas and facilities appurtenant to the **Said Flat/ Shop/Office** and **also includes the expenses for obtaining electric connection from M.S.E.D.C.L. but excludes all expenses towards Stamp Duty, all incidental expenses such**



as service tax, VAT, Registration Fee, photocopying charges, all other miscellaneous expenses, etc. required for these presents as well as for final conveyance/declaration in favor of Association as the case may be, Deed of Apartment and other incidental expenses required for the same, legal fees required for preparation of agreements other documents etc and Service Tax, VAT and all other taxes which are required to be paid exclusively by the PURCHASER/S to the DEVELOPER or concern authority separately. However, it is explicitly agreed and understood between the parties hereto that the PURCHASER/S shall pay such additional amount if any that may be required for any of the aforesaid purposes or towards any other additional tax/ liability if any imposed by competent authority at any point of time, immediately from the receipt of the demand notice from the DEVELOPER and /or Government Authority as the case may be.

4. Payment Schedule: -

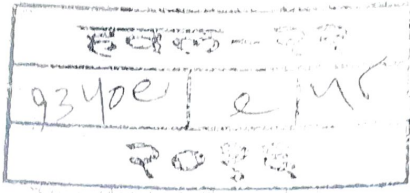
The PURCHASER/S has agreed to pay the entire amount of consideration towards the Said Flat/Office/Shop to the DEVELOPER in the following manner:

Sr. No.	Amount in Rs.	Particulars
1	8,40,030/-	15% At the time of Booking/Agreement
2	5,60,020/-	10% After completion of Plinth
3	4,20,015/-	7.5% At the time of first slab
4	4,20,015/-	7.5% At the time of second slab
5	4,20,015/-	7.5% At the time of third slab
6	4,20,015/-	7.5% At the time of forth slab
7	4,20,015/-	7.5% At the time of fifth slab
8	4,20,015/-	7.5% At the time of sixth slab
9	4,20,015/-	7.5% At the time of Seventh slab
10	5,60,020/-	10 % At the time Brickwork
11	4,20,015/-	7.5% At the time Tilling and Flooring
12	2,80,010	5% At the time of possession
	56,00,200/-	Total

The Purchaser/s herein shall pay the aforesaid balance consideration to the DEVELOPER herein on its respective due dates or within 8 days from the receipt of the written intimation from the DEVELOPER calling upon the PURCHASER/S to make the payment without any fail and excuse for any reason in any manner whatsoever and hence timely Payment of the consideration and all other amounts mentioned herein in time is the essence of this contract.

5. Interest on amount due: -

The PURCHASER/S agree/s to pay to the DEVELOPER **interest @ 24%** per annum on all the amounts which become due and payable by the PURCHASER/S to the DEVELOPER under the terms of this agreement on all the



amounts which become due and payable by the PURCHASER/S to the DEVELOPER 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 DEVELOPER under this agreement, nor shall it be construed as condonation of the delay by the DEVELOPER against delay in payments by the PURCHASER/S.

6. Termination on default in payment and breach of conditions: -

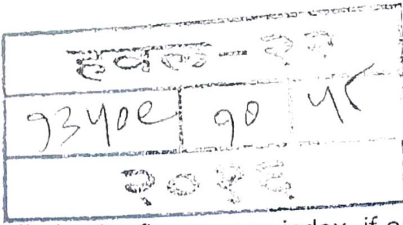
It is hereby expressly agreed that the time for the payment as specified above is the ESSENCE OF THE CONTRACT and on the PURCHASER/S committing default in payment on due dates of any amount due and payable by the PURCHASER/S to the DEVELOPER under this agreement (including his/her/their proportionate share of service tax, and/or all other taxes levied by concerned local authority and/or competent authority and all other outgoings) and/or the PURCHASER/S committing breach of any of the term and condition herein contained, the DEVELOPER shall be entitled at their own option to terminate this agreement by giving to the PURCHASER/S a notice to that effect, PROVIDED ALWAYS that the power of termination contained herein shall not be exercised by the Promoter unless and until the DEVELOPER gives to the PURCHASER/S a notice in writing, recording the breach/s committed by the PURCHASER/S and recording their intention to terminate this agreement and default has been made by PURCHASER/S in remedying such breach or breaches within fifteen days after receiving such notice in which event immediately upon the expiry of the said period of fifteen days, the DEVELOPER shall have liberty to sell the **Said Flat/Office/Shop** to any person of their choice and as per the discretion of the DEVELOPER, PROVIDED FURTHER that upon the termination of this agreement as aforesaid the DEVELOPER shall refund the PURCHASER/S the consideration amount and other installments of purchase price of the Said Flat/Office/Shop which may till then have been paid by the PURCHASER/S to the DEVELOPER after deducting 10% amount of the total consideration, which the DEVELOPER herein is entitled to forfeit the same. However, the DEVELOPER shall not be liable to pay to the PURCHASER/S any interest on the amount so refundable upon termination of this agreement.

7. Observance of all conditions imposed by local authority: -

The DEVELOPER hereby agree to observe, perform and comply with all the terms, conditions, stipulation and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter till the issuance of Completion Certificate. Further, the DEVELOPER shall be responsible and/or liable to obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the Said Flat/Office/Shop.

8. F.S.I. / F.A.R. / T.D.R.: -

It is hereby declared and admits that the sanctioned plan/s has been shown to the PURCHASER/S and the floor space index (FSI) available is shown in the aforesaid plan/s and that no part of the said floor space index has been utilized by the DEVELOPER elsewhere for any purpose whatsoever.



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 Property to another property or from any other property used on the Said Property, is also shown in the plan/s. In this agreement, the word FSI or floor area shall have the same meaning as understood by the planning authority under its relevant building regulations or by-laws. It is explicitly agreed that the DEVELOPER shall be entitled to amalgamate the Said property with adjoining lands/properties. It is further specifically agreed and understood by the PURCAHSER/S that in case, the DEVELOPER amalgamates the Said Property with adjoining land/property then in such situation the DEVELOPER shall be entitled and has been irrevocably authorized by the PURCAHSER to change the location of the amenities, open spaces etc. Further, the DEVELOPER shall be entitled to utilize the FSI of the Said Property on such adjoining land and/or visa versa.

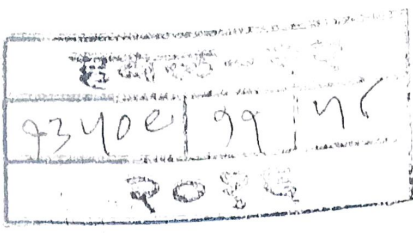
The DEVELOPER shall have right of pre-emption or first right to utilize the residual or available FSI or which may be increased for whatsoever reason in respect of the Said Property or any other FSI or TDR (Buildable Potential) granted by the appropriate authority and allowed to use the same on the Said Property by constructing or raising any additional floor/s of the building/s which is to be constructed on the Said Property OR to transfer and use FSI of the Said Property 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 PURCAHSER/S herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes.

The DEVELOPER shall be entitled to use additional FSI of any other property as per TDR Rules or any other Rule, for construction of additional building/s, structure/s upon the Said Property. It will be presumed that the PURCAHSER has/have given his/her/their express consent for such construction.

The DEVELOPER has informed the PURCAHSER/S that additional floors may be constructed upon the terrace of the proposed building, if permitted by Pune Municipal Corporation. It will be presumed that the PURCAHSER/S has/have given his/her/their express consent for such construction. The DEVELOPER has therefore retained the exclusive rights with regard to the overhead terrace.

9. Disclosure as to Title: -

In case the DEVELOPER is acting as agent of the OWNER, then, the DEVELOPER hereby agree that they shall, before handing over possession of the said Flat/Office/Shop to the PURCHASER/S and in any event before execution of the Deed of Declaration of the Said Property in favor of an Association of Apartment to be formed by the DEVELOPER of all the PURCHASER/S of **Flats/ Offices/ Shops** in the building to be constructed on the Said Property (hereinafter referred to as 'Association of Apartment') make full and true disclosures of the nature of their title to the Said Property as well as encumbrances, if any, including any right, title, interest or claim of any party in the Said Property and shall, as far as practicable, ensure that the Said Property is free from all encumbrances and



that the Consenting Party and/ or the DEVELOPER have absolute, clear and marketable title to the Said Property so as to enable them to convey to the said Apartment such absolute, clear and marketable title upon execution of the Deed of Declaration of the Said Property by the DEVELOPER and Consenting Party in favor of the said Apartment.

However, as required by the PURCHASER/S, the DEVELOPER herein has given entire/all information to the PURCHASER/S herein and he/she/they is/are well acquainted himself/herself/themselves with all the facts/information as to the Marketable Title and rights and authorities of DEVELOPER and after absolute satisfaction in all respects and acceptance of title has/have entered into this agreement. Thus, PURCHASER/S hereinafter shall not be entitled to challenge or question the title and the right/authority of the DEVELOPER in respect of the Said Property and further DEVELOPER'S rights and authority as to enter into this agreement.

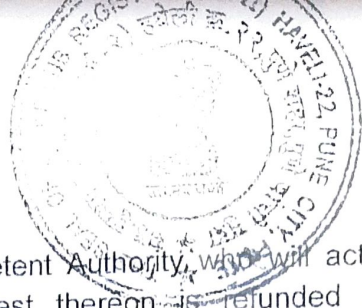
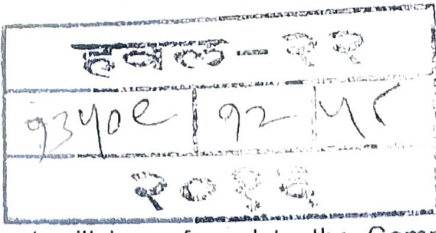
10. Specifications provided: -

The specifications of the **Said Flat/Office/Shop** and fixtures and fittings amenities to be provided by the DEVELOPER to the Said Flat/Office/Shop or to the said building in which the Said Flat/Office/Shop is situated, are described in the **Schedule-III** annexed hereto and/or written herein under and amenities to be provided by the DEVELOPER to the Said project or to the Said building in which the Said Flat/Office/Shop is situated, are described in the **Schedule-IV** annexed hereto.

If any extra fittings, fixtures, and/or amenities are required by the PURCHASER/S, then the PURCHASER/S shall inform in writing within 30 days only from the date of execution of these presents, to the DEVELOPER and if it is possible for the DEVELOPER, then the DEVELOPER herein at their sole discretion may provide the same, provided the PURCHASER/S accepting the cost/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 DEVELOPER shall be final.

11. Possession: -

The DEVELOPER herein will complete the construction of the Said Flat/ Office/ Shop in all respect and shall give possession of the Said Flat/ Office/ Shop to the Purchaser/s **on or before November 2016**. If the DEVELOPER is unable to give possession of the **Said Flat/Office/Shop** to the PURCHASER/S on account of reasons beyond their control and of their agents as per the provisions of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or dates prescribed in section 8 of the said Act, then the DEVELOPER shall be liable on demand to refund to the PURCHASER/S the amount already received by them in respect of the **Said Flat/Office/Shop** with simple interest of **09% (Nine per cent) p.a.** from the date of the DEVELOPER have received the sum till the date the amount and interest thereon is repaid, provided that by mutual consent it is agreed that the dispute with regard to whether the stipulations specified in section 8 have been



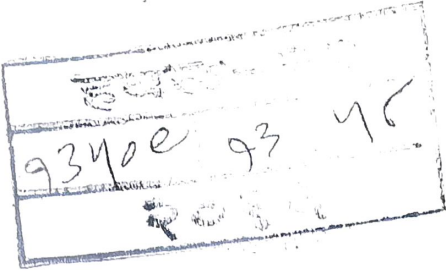
satisfied or not will be referred to the Competent Authority, who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the DEVELOPER to the PURCHASER/S the same shall, subject to prior encumbrance if any, be a charge on the Said Flat.

However, it is explicitly agreed by the PURCHASER/S that in case the PURCHASER/S decides to cancel the booking of the **Said Flat/Office/Shop** for any other reason whatsoever then in such situation the DEVELOPER shall be entitled to deduct the 10% of the advance and/or amount paid by the PURCHASER/S till such date and shall refund the remaining amount without any interest.

As aforesaid the said flat is ready for use and occupation and the Purchaser/s herein has already inspected the said accommodation in all respects and satisfied according to the terms and conditions of this agreement. Thus the developer herein will give the possession of the said flat to the purchaser/s on payment of entire balance consideration and/or all dues payable by the Purchaser/s and the Purchaser/s herein has/have not committed any default in payment of consideration on due date to the Developer in pursuance of these presents.

PROVIDED that the DEVELOPER shall be entitled to reasonable extension of time for giving delivery of the **Said Flat/Office/Shop** on the aforesaid date, if the completion of the said building in which the **Said Flat/Office/shop** is to be situated is delayed on account of :-

- a) The PURCHASER/S has/have committed any default in payment of installment as mentioned in Clause No. 4 written herein above.
- b) Any extra work required to be carried in the **Said Flat/Office/Shop** as per the requirement and at the cost of the Purchaser/s.
- c) Non-availability of steel, cement or any other building materials, water or electric supply.
- d) War, civil commotion or act of God.
- e) Any notice, order, rules or notification of the Government and/or public or competent authority.
- f) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the said development and the said project.
- g) Delay in grant of any NOC / permission / licensee connection / installation of any services such as lifts, electricity and water connections and meters to the Scheme/Flat, Road NOC or completion certificate from appropriate authority.



- h) Delay or default in payment of dues by the **Flat/Office/Shop** purchaser/s under these presents (without prejudice to the right of DEVELOPER to terminate this Agreement under Clause 6 above).
- i) Any act beyond the control of the DEVELOPER.

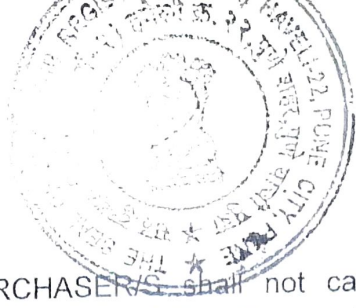
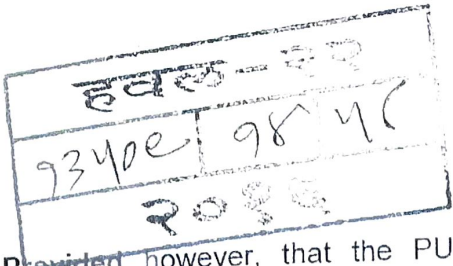
It is further agreed between the parties hereto that, after receiving the possession of the **Said Flat/Office/Shop** by the PURCHASER/S in pursuance of this clause, the PURCHASER/S herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the DEVELOPER herein. It is further specifically agreed by and between the parties hereto that on receipt of possession of **the Said Flat/Office/Shop** by the PURCHASER/S in pursuance of these presents, it shall be presumed that PURCHASER/S herein has accepted the **Said Flat/Office/Shop** on as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever head.

12. Defect liability and unauthorized change and also other liabilities of the PURCHASER/S: -

Provided that if within a period of **One years** from the date of completion and/or handing over the **Said Flat/Office/Shop** to the PURCHASER/S as mentioned hereinafter, the PURCHASER/S brings to the notice of the DEVELOPER any defect in **the Said Flat/Office/Shop** or the building in which the **Said Flat/Office/Shop** is situated or the material used therein or any unauthorized change in the construction of the said building, then wherever possible such defects or unauthorized changes shall be rectified by the DEVELOPER at their own costs and in case it is not possible to rectify such defects or unauthorized changes, then the PURCHASER/S shall be entitled to receive from the DEVELOPER reasonable compensation for such defect or change. However, any defect which has occurred and/or taken place due to the improper user of the **Said Flat/Office/Shop** by and/or on the part of the PURCHASER/S then in such event the DEVELOPER shall not be liable and responsible to rectify the same in any manner whatsoever.

If the area is reduced than the agreed saleable area of the **Said Flat/Office/Shop** then the proportionate consideration will be refunded to the PURCHASER/S by the DEVELOPER. Similarly if area of the **Said Flat/Office/Shop** is increased during the course of construction for whatsoever reason in that case the PURCHASER/S herein shall be under an obligation and liable to pay proportionate additional consideration for the increased area to the DEVELOPER herein, without demanding any alteration or sanction from the Local Authority.

Provided further that it is agreed that the described liability period shall be deemed to have commenced from the date of obtaining the completion certificate or from the date on which the DEVELOPER has given the necessary intimation in writing under this agreement to the Purchaser/s to take the possession, whichever is earlier.



Provided however, that the PURCHASER/S shall not carry out any alterations of the whatsoever nature in the **Said Flat/Office/Shop** or in the fittings therein, in particular it is hereby agreed that the PURCHASER/S shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the DEVELOPER, the defect liability 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 DEVELOPER 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 fittings and fixtures are not included therein.

The PURCHASER/S shall be liable to pay his/her/their share of all and any other taxes such as sales tax, service tax, VAT and other taxes as are or as may be demanded by the State or Central Government even before or after the possession of the said unit is handed over to the PURCHASER/S as and when such taxes become due such payment shall be effected within seven days of a demand being made on the purchaser/s and the purchaser/s shall exclusively be liable for the consequences of any delay in payment thereof.

That in case there is any liability arise in future for installing the transformer for proper electricity supply whether in the premises where the building and various units are situated or outside, the same shall be proportionately borne by the PURCHASER/S herein and the PURCHASER/S/ holders of all the units in the said scheme and the same shall be paid to the DEVELOPER within 8 days from the date of the receipt of a demand letter from the DEVELOPER. Additional meter deposit if any that may be required will be paid by the PURCHASER/S immediately from receipt of demand notice from the DEVELOPER.

If due to any reason the electrical work is delayed and the proper supply is not made available to the **flat/unit** agreed to be purchased by the PURCHASER/S then in such an event and for the interim period for the convenience of the concerned Unit Purchaser/s, few temporary meters will be made available for which the PURCHASER/S will pay jointly and pay at the rates as may be charged by M.S.E.D.C.L. and Unit Purchaser/s shall have no complaint of whatsoever nature regarding the same.

Similarly, if there is any delay in obtaining water supply connections from the concerned authority due to which there is improper supply of water then the Developer shall not be held responsible for the same and the Purchaser/s consent/s for any temporary arrangement that may be made for the convenience of the unit Purchasers in the interim period. The Purchaser/s shall pay his/her/their/its proportionate share of the water bills to the Developer as may be fixed by the Developer. The Purchaser/s shall on demand pay the proportionate charges to the Developer immediately from the receipt of such demand.

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13. Purpose of use of Flat/Office/Shop: -

The PURCHASER/S shall use the Said **Flat/Office/Shop** or any part thereof or permit the same to be used only for the purpose approved under the DC Rules framed under the provisions of MRTP Act, 1966. The PURCHASER/S shall use the parking space only for the purpose of keeping or parking the PURCHASER/S own vehicle. The PURCHASER shall not close the terrace attached to Said **Flat/Office/Shop** without permission of the DEVELOPER or Association of Apartment as the case may be and without prior permission from local authority. The Purchaser/s/ Occupier/s of any tenement in the building shall not use the unit for Butcher activities, liquor trading, Flour Mill, Gambling House or any illegal or immoral purpose.

14. Formation of Condominium of Apartment Holders: -

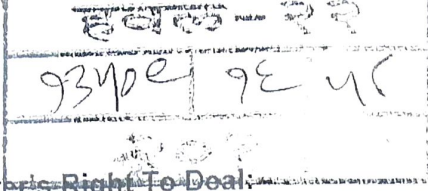
The DEVELOPER along with other PURCHASER/S of **Flats/ Offices/ Shops** in the building shall join in forming and registering an association of Apartment Owners to be known by '**STYLUS**' and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Association of Apartment and for becoming a member, including the bye-laws of the proposed Apartment and duly fill in sign and return to the DEVELOPER within 10 days of the same being forwarded by the DEVELOPER to the PURCHASERS, so as to enable DEVELOPER to register the organization of the PURCHASERS under section 10 of the Said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 & the rules made thereunder.

The DEVELOPER may have an option to submit the Said Property along with building/s standing thereon to the condominium of Apartment Holders as per the provisions of Section 2 of Maharashtra Apartment Ownership Act 1970 and to execute a Deed of Apartment in favour of individual Apartment Holders as per the provision of the said Act and Rules made thereunder. It is expressly agreed that the DEVELOPER have exclusive right to ether to form Association of Apartment or submit the said land alongwith building to the condominium of Apartment Holders.

No objection shall be taken by the PURCHASERS if any changes or modifications are made in the draft bye-laws for formation and registration of Condominium of Apartment Holders as may be required any Competent Authority.

15. Conveyance to the Association of Apartment Holders: -

Unless it is otherwise agreed to by and between the parties hereto that within reasonable time after completion of entire project in all respect the DEVELOPER shall take necessary steps for execution of final Deed of Declaration as per its discretion as aforesaid.



16. Promoter's Right To Deal:

The DEVELOPER shall have right to deal with any PURCHASER regarding sale of unsold tenements. The **Flat/Office/Shop** PURCHASERS shall not take any objection in sale of unsold flats nor shall raise any dispute in sale of such **Flat/office/Shop**.

It is hereby agreed that the DEVELOPER herein has the exclusive right of allotment of exclusive right to use and occupy different parking spaces and/or terraces and/or open spaces and/or right to develop garden in adjoining open space/s and/or in the building, to one or more person/s of their choice. It is hereby agreed that the areas mentioned in the **Schedule V** written hereunder under head Common Facilities only shall be the common facilities and the DEVELOPER shall be entitled to declare all other areas as restricted or reserved areas and facilities or alienate and dispose off other areas and facilities in such manner as the DEVELOPER thinks fit.

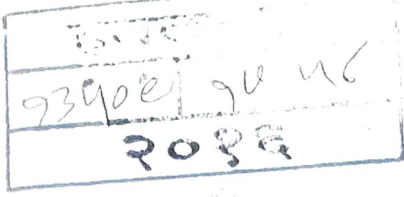
17. Outgoing and Proportionate Contribution: -

From the date of the Possession / Completion Certificate whichever is earlier in respect of the **Said Flat/Office/Shop**, the PURCHASER shall be liable to bear and pay the proportionate share (i.e. proportion to the built up area of the **Flat/Office/Shop**) of outgoings in respect of the Said Property and Building namely local taxes, betterment charges and/or such other levies by the concerned local authority and/or Government, water charges, insurance and expenses for common facilities such as water pump/s, expenses for lift if any, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building. **Until the Association of Apartment Holders is formed and the Said Property and buildings transferred to it, the PURCHASER/S shall pay to the DEVELOPER provisional monthly contribution of Rs. 2/- per square feet per month for said flat/office/shops towards the said outgoings.** The PURCHASER/S undertake/s to pay such a provisional monthly contribution and such a proportionate share of out goings regularly on the 5th day of each and every month in advance and shall not with-hold the same for any reason whatsoever.

It is specifically agreed between the Parties hereto that, the DEVELOPER 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 Property.

18. Promoter/Developer to utilize the sum for specified purpose: -

The DEVELOPER shall utilize the sum as above paid by the PURCHASER to the DEVELOPER for meeting all legal costs, charges and expenses, including professional costs of the Advocate of the DEVELOPER in connection with the formation of the said Association of Apartment Owners or, as the case may be, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the Conveyance or assignment of lease.



19. **Registration of Agreement and Conveyance: -**

The said **Flat/Office/Shop** PURCHASER/S and/ or the DEVELOPER shall present this Agreement as well as the conveyance at the proper registration office within the limit prescribed by the Registration Act and the DEVELOPER & PURCHASER/S will attend such office and admit execution thereof.

20. **Specific Covenants: -**

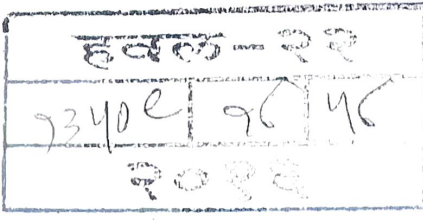
A. The relation between DEVELOPER and PURCHASER/S herein for the transaction in respect of the **Said Flat/Office/Shop** is seller and buyer respectively and the DEVELOPER has agreed to sell the **Said Flat/Office/Shop** being constructed tenement on the terms and conditions set forth in this present. The DEVELOPER herein is constructing **the Said Flat/Office/Shop** at their own cost and risk and has to deliver the possession in pursuance of this present to the PURCHASER/S being duly constructed tenement.

B. The PURCHASER/S herein admit/s and agree/s to always admit that the DEVELOPER are always ready and willing upon payment of all the amount payable by the PURCHASER under this agreement to the DEVELOPER to execute the conveyance in respect of the **Said Flat/Office/Shop** or Apartment and on completion of construction thereof, to grant possession of the **Said Flat/Office/Shop**. The grant of completion/occupation certificate by the Pune Municipal Corporation, Pune, in respect of **the Said Flat/Office/Shop** shall be conclusive proof as 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 any statute/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 Flat/Office/Shop** or this agreement or the transaction herein, shall exclusively be paid/borne by the PURCHASER/S. The PURCHASER/S hereby, always indemnifies the DEVELOPER from all levies cost and consequences.

D. After the DEVELOPER obtaining the completion certificate in respect of the **Said Flat/Office/Shop**, the PURCHASER/S shall also execute such other documents such as Supplementary Agreement with Possession, Possession Receipt, Indemnity, Declaration, Undertaking, Supplementary agreement etc. as might be required by the DEVELOPER.

E. The PURCHASER/S is/are hereby prohibited from raising any objection in the matter of sale of accommodation, flats, offices, Shops and allotment of exclusive right to use garage, terrace/s, car parking/s, garden space/s, or any others 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/S 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.



The top terrace of the proposed building of any floor shall always belong to the DEVELOPER.

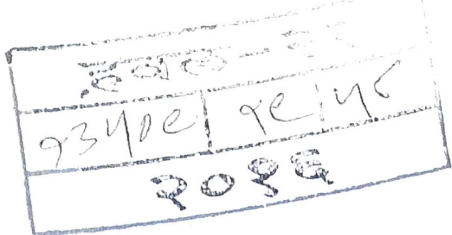
F. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the Said Property and building/s or any part thereof except the Said Flat/Office/Shop. The PURCHASER/S shall have no claim save and except in respect of the Said Flat/Office/Shop hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases and terraces etc. will remain the property of the DEVELOPER until the Said Property and building is/are transferred to the limited company or Owners of individual Apartments, as hereinbefore mentioned.

G. Any delay tolerated or indulgence shown or omission on the part of the DEVELOPER in enforcing the terms and conditions of this agreement or any forbearance or giving time to the PURCHASER/S by the DEVELOPER shall not be construed as the waiver on the part of the DEVELOPER of any breach or non-compliance of any of the terms and conditions of this agreement by the PURCHASER/S nor shall the same in any manner prejudice the rights of the DEVELOPER.

H. In the event of the Association of Apartment Owners being formed and registered before the sale and disposal of all the Flats/Offices/Shops in the building/wing, all the power, authorities and rights of the Flat/Office/Shop PURCHASERS herein shall be always subject to the DEVELOPER'S over all right to dispose of unsold tenements and allotment of exclusive right to use un-allotted parking space/s, terrace/s, space/s for garden purpose etc. and all other rights thereto. The PURCHASER/S or any other tenement holder in the building or shall have no right to demand any amount from the DEVELOPER herein in respect of the unsold flats/accommodation towards the maintenance charges or proportionate share in the common expenses etc.

I. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the DEVELOPER shall have all the rights under this agreement and other agreements in respect of the other Flats/Offices/Shops shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the Flats/Offices/Shops in the building is received by the DEVELOPER.

J. The DEVELOPER herein has not undertaken any responsibility nor has he/they agreed anything with the PURCHASER/S orally or otherwise and there is no implied agreement or covenant on the part of the DEVELOPER, other than the terms and conditions expressly provided under this agreement. It is explicitly agreed and understood by the PURCHASER that the DEVELOPER shall be entitled to change the location of the amenities as agreed and/or shown in the brochure and the location of the building/s. The DEVELOPER at his discretion is entitled to change the location of the amenities and building/s.



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 DEVELOPER to the PURCHASER/S of any tenement in the building, the such respective buyer and Occupier of the such tenement, shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things or any hazardous material etc. on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the building commit breach of this condition, the DEVELOPER herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers 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 erect any type of structure in any terrace, open space, parking space etc. along with the said accommodation, if any.

21. Covenants as to usage and maintenance of Flat/Office/Shop: -

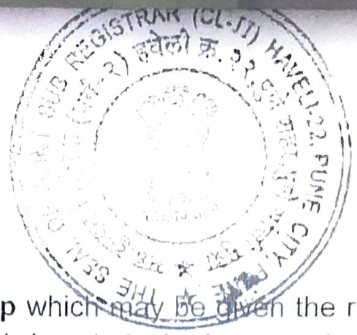
The PURCHASER/S himself/herself or themselves with intention to bring all persons into whatsoever hands the **Said Flat/Office/Shop** may come, doth hereby covenant with the DEVELOPER as follows: -

(a) To maintain the **Said Flat/Office/Shop** at Purchaser's own cost & any goods therein in tenantable repair and condition from the date of possession of the **Said Flat/Office/Shop** is taken and shall not do or suffered to be done anything in or to the building in which the **Said Flat/Office/Shop** is situated, staircase or any passage which may be against the rules, regulations or bye-laws or concerned Local or any other Authority or change/ alter or make addition in or to the building/s in which the **Said Flat/Office/Shop** is situated and the **Said Flat/Office/Shop** itself or any part thereof.

(b) Not to store in the **Said Flat/Office/Shop** any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the **Said Flat/Office/Shop** is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage the staircase, common passages or any other structure of the building in which the **Said Flat/Office/Shop** is situated, including the entrances of the building in which the **Said Flat/Office/Shop** is situated and also the **Said Flat/Office/Shop** itself and incase any damage is caused to the building in which the **Said Flat/Office/Shop** is situated or the Said Flat on account of negligence or default of the PURCHASER/S in this behalf, the PURCHASER/S shall be liable for the consequences of the Breach.

(c) To carry at his/her own cost all internal repairs of the **Said Flat/Office/Shop** and maintain the **Said Flat/Office/Shop** in the same conditions, state and order in which it was delivered by the DEVELOPER to the PURCHASER/S and shall not do or suffer to be done anything in or to the building in which the **Said Flat/Office/Shop**

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Shop is situated on the **Said Flat/ Office/Shop** which may be given the rules and regulations and bye-laws of the concerned Local Authority or other Public Authority. And in the event of the PURCHASER/S committing any act in contravention of the above provision, the PURCHASER/S shall be responsible and liable for the consequences thereof to the concerned Local Authority or other Public Authority.

(d) Not to demolish or cause to be demolished the **Said Flat/Office/Shop** or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the **Said Flat/Office/Shop** or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the **Said Flat/Office/Shop** is situated and shall keep the portion, sewers, drain pipes in the **Said Flat/Office/Shop** and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the **Said Flat/Office/Shop** is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C., Partis or other structural members in the **Said Flat/Office/Shop** without prior written permission of the DEVELOPER and/or the or the Limited Company, and from the local authority in this respect.

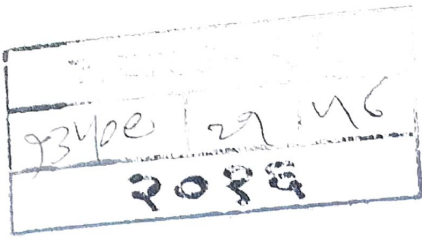
(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance taken in respect of the Said Property and the building thereupon in which the **Said Flat/Office/Shop** is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

(f) Not to throw dust, dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the **Said Flat/Office/Shop** in the compound or any portion of said Property and the building in which the **Said Flat/Office/Shop** is situated.

(g) If any, payment to the DEVELOPER within 8 days of demand by the DEVELOPER, his share of security deposit demanded by concerned Local Authority or Government or giving electricity or any other service connection to the building in which the **Said Flat/Office/Shop** is situated.

(h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Local Authority, and/or Government and /or other Public Authority, on account of change of user of the **Said Flat/Office/Shop** by the PURCHASER viz. user for any purposes other than purpose for which the same is approved by Pune Municipal Corporation.

(i) The PURCHASER/S shall not let, sub-let, transfer, assign or part with Purchaser's interest or benefit factor of this Agreement or part with the possession of the **Said Flat/Office/Shop** without prior written permission of the DEVELOPER and until all the dues payable by the Purchaser/s to the DEVELOPER under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach or non observance of any of the terms and conditions of this Agreement and until the PURCHASER/S has/have intimated in writing to the Promoter.



(j) The PURCHASER/S shall observe and perform all the rules and regulations of the Association of Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the **Said Flat/Office/Shop** therein and for the observance and performance of the Building rules, Regulations and Bye-laws for the time being of the concerned Local Authority and of Government and other public bodies. The **Said Flat/Office/Shop** PURCHASER/S shall also observe and perform all stipulations and conditions and use the **Said Flat/Office/Shop** in regarding the occupation and use of the **Said Flat/ Office/ Shop** in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

(k) Till a conveyance of building in which the **Said Flat/Office/Shop** is situated is executed the PURCHASER/S shall permit the DEVELOPER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Said Property and buildings or any part thereof to visit and examine the state and condition thereof.

22. Purchaser's Address for Service of Notice: -

All notices to be served on the PURCHASER/S as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER/S, by Registered Post A.D. / Courier at his/her/their address mentioned in the title of this Agreement.

Add: Saptak, PINo-RF-10, Near Gymkhana, MIDC Residential Zone, Dombivali, (E)- 421203

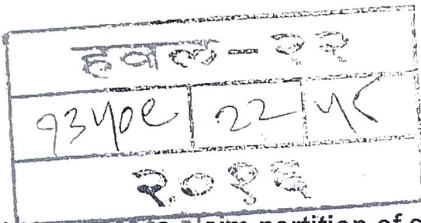
23. Restricted use of Marginal open spaces, Entrance Passages, Gardens and Parking spaces: -

The marginal open spaces, Entrance Passages, Gardens & Parking spaces specifically allotted to the particular Flat holder/ Unit holder shall exclusively be used by the concerned Flat/Unit holder and the same shall be a restricted area for all other unit holders.

The PURCHASER/S shall use the Parking space only for the purpose of keeping / parking the Purchaser's own vehicle. The said parking space shall not be enclosed by the PURCHASER/S till the permission in writing is obtained from the concerned Local Authorities and/or the DEVELOPER or the Association of Apartment holders.

24. Promoter/Developer to have charge till all amount paid: -

That the DEVELOPER shall have necessary lien and first charge on the **Said Flat/ Office/Shop** for all amounts that the PURCHASER/S is/are liable to pay to them under this Agreement and the DEVELOPER shall be entitled to recover and receive the same from the Purchaser/s and shall be entitled to withhold giving possession subject to the payment thereof and of the other liabilities relating to taxation or otherwise.



25. **Purchaser not to claim partition of share: -**

The DEVELOPER is entitled to make alterations or modifications in the places, structures, floors or building and amalgamate it with the adjoining property or vice-versa or to subdivide the same & this exclusive right of DEVELOPER shall not make them entitled to claim partition of their share in the Said Property & building and the same shall always remain undivided and impartable. The developer shall be entitled to change the location of amenities and layout of the project.

26. **Purchaser to be Answerable for Use of Flat/Office/Shop: -**

The PURCHASER/S shall use the **Said Flat/Office/Shop** for the purpose it is given and as sanctioned by the PMC and respective authorities and the PURCHASER/S shall be answerable and responsible for any deviation in use of the same. The PURCHASER/S is/are entitled only to the Said Flat/Office/Shop hereby agreed to be sold to him/her/them and shall not use any open space, passage etc. unauthorisedly for such purpose that may cause inconvenience or is objected to or by the Association of Apartment Owners or any of its members and also by the Promoter till the final Conveyance/declaration.

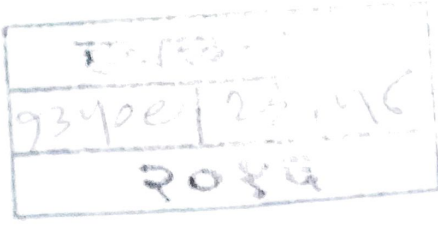
27. **Measurement of the Flat/Office/Shop: -**

It is specifically agreed between the parties hereto that, in this agreement, wherever area of the **Said Flat/Office/Shop** is mentioned is saleable built-up area. The aforesaid saleable built-up area also includes proportionate area in common facilities, landing, stairways, lift, building projections and appurtenances for the said accommodation. The **Said Flat/ Office/Shop** shown in **annexure 'E'** of which dimension of rooms sizes may vary by 2 to 3 inches from either side of the room due to variation in plaster thickness etc. due to which the carpet area may vary by 2 to 5 percent approximately which is mutually agreed and understood between PURCHASER/S and the DEVELOPER.

At the time of taking the possession, the PURCHASER/S at his/her/their own discretion get measured the area of the said accommodation/unit in light of aforesaid principle and if any major difference in the area is found then the consideration of the said accommodation/unit, shall be adjusted accordingly and either **M/s. White Feather Landmarks** or PURCHASER/S as the case may be refund or pay the differential amount in light of aforesaid principle. But after taking the possession of the said Accommodation/unit by the PURCHASER/S, it shall presumed the PURCHASER/S has/have no grievance under whatsoever head including as to the saleable built-up and carpet area, height, length and width etc. of the said accommodation/unit.

28. **Permission: -**

After handing over the possession of the Said Flat to the Purchaser as stated herein, the PURCHASER/S agree/s to permit the DEVELOPER and its workmen and or agents, etc., at all reasonable time to enter into and upon the said



flat/unit or any part thereof for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all the services, drains, pipes, cable, water cover, wires, petty structures or other conveniences belonging to or serving or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes, electric wires and for a similar purpose and also for the purpose of cutting off the supply of water to the said flat/unit or any other flat/unit or building in respect whereof the PURCHASER/S or the occupier/s of such flat/unit as the case may be shall have made default in paying his/her/their share of water tax, electricity charges, property charges, cesses, etc. .

29. It is explicitly agreed and understood by the PURCHASER/S that elevation, colour, specifications, amenities, special features, No of flats etc. all shown in the Brochure are indicative and the same may be changed by the DEVELOPER as per its discretion without any prior notice to that effect to any PURCHASER/S from the said scheme.

30. **Maharashtra Ownership Flats Act 1963 and Maharashtra Apartment Ownership Act 1970: -**

This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat Act 1963 and Maharashtra Apartment Ownership Act (Ma. Act. No. XV of 1971) and the Rules there under.

31. **Payment of TDS:**

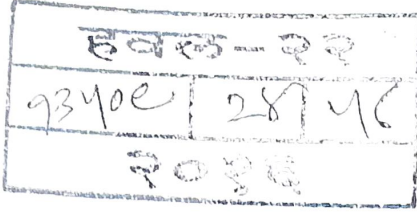
Purchaser shall be personally liable to pay TDS at the applicable rate in the time of registration of Agreement to Sale from our own cost.

32. **Annexure:-**

- A. Title Certificate issued by S. R. S. Advocates & Associates.
- B. Copy of the 7/12 Extract. .
- C. Commencement Certificate.
- D. Floor Plan of the **Said Flat/Office/Shop.**

33. **Valuation:-**

The agreed price of the **Said Flat/Office/Shop** is **Rs.56,00,200/- (Rupees Fifty Six Lakhs Two Hundred Only)** The valuation of the Said Flat/Office/Shop, terrace and parking as per Government rate prescribed for purpose of stamp duty and registration charges on higher amount and necessary stamp duty is paid thereon as per Article 25 (d) of Bombay Stamp Act. 1958. The details of the location, price, and stamp duty are as follows:



VIBHAG	
RATE AS PER READY RECKNOR	Rs. 60500/- sq. mtr.
AREA OF THE FLAT (CARPET)	64.10 Sq. Mtrs.
AREA OF THE BALCONIES	12.26 Sq. Mtrs.
GOVERNMENT VALUE OF THE FLAT	Rs. 50,90,900/-
ACTUAL AGREED CONSIDERATION	Rs. 56,00,200/-
STAMP DUTY PAID	Rs. 3,36,100/-
REGISTRATION FEES	Rs. 30,000/-

If the prescribed value is more than the agreed price, the stamp duty paid on prescribed price is under protest, since the agreed price is the true and correct market price of the Said Flat.

SCHEDULE - I

ABOVE REFERRED TO (Said Property)

All that piece and parcel of the land admeasuring 00 Hector **10 Ares**, from and out of the land bearing **Survey no. 33/2**, situated at Village – **Balewadi**, Taluka- Haveli, District – Pune, within the limits of the Pune Municipal Corporation and Registration District Pune, Sub Registration, Taluka Haveli, and which is bounded as under :

- East : By part of Survey no. 34,
South : By compound wall of the survey no 33/2
West : By property of Mr. Vijay Shedge
North : By property of Mr. Shinde.

Together with all the easementary rights, appurtenance attached thereto.

SCHEDULE II

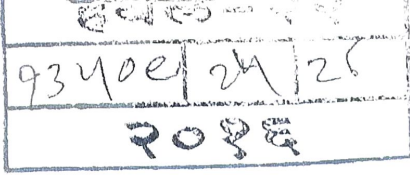
ABOVE REFERRED TO (Said Flat/Office/Shop)

Flat bearing No. **102** admeasuring about Carpet area **690 sq. ft. i.e. 64.10 Sq. mtr.** and adjoining terrace admeasuring about **132 sq. ft. i.e. 12.26 sq. mtrs.**, situated on the **First Floor** in the building / project named '**STYLUS**' being constructed on the property more particularly described in Schedule I above referred to.

AND

The purchases/s herein with due diligence at the time of execution of this present has decided to have exclusive right to use one **car parking** under stilt. Promoter herein shall have exclusive right to allot the same to the purchaser/s or tenement after complete construction of the building.

Note - The Promoter has not taken any charges for the grant of exclusive use of the covered/open car parking as aforesaid from the Purchaser.



SCHEDULE – III

SPECIFICATIONS:

Structure - R.C.C. frame structure (Concrete - M20, Steel Fe - 415)

Masonry –

External wall 6" thick brick work. & internal wall – 4/6" thick brick work

Plastering –

Sand face double coat plaster for external walls and P.O.P/Gypsum Sunla finish plaster for internal walls.

Flooring / Tiling –

Living Room, Dining, Other Rooms & Passage-Vitrified

Toilet - Ceramic tiles

Terrace - Ceramic tiles

Parking – Cheered/Paving blocks

Stair case - Kota tread + Riser

Lobbies - Decorated lobbies with marble

Dado For -

Kitchen platform - Black granite top with S.S. sink- 8 feet Kitchen

Toilet - Designer tiles up to lintel level

Kitchen platform - Designer tiles up to lintel level / white glazed tiles below platform

Door Frames -

Main Door – Wooden (Plywood)

Others - Wooden (Plywood)

Toilet - Black Granite Frame

Door Shutters -

Main Door – Laminated Veneer finish door with night latch

Toilet and Others - Waterproof flush door with laminate on both sides

Door Fitting - Cylindrical locks

Windows –

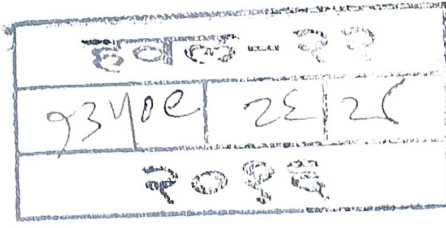
Three track Aluminum sliding windows (one mosquito & two glasses) with M.S. grill.

Plumbing -

Concealed plumbing U.P.V.C. / P.V.C. / C.I. Pipes & C.P. fitting- standard make.

Sanitary -

EWC (Ivory) with concealed flush tank & wash basin in attached toilet,
Counter wash basin in passage.



Electrical Works -

3 points + 1 plug point in each room + Provision of backup for all flats except power points

1 point in toilet

1 power point in toilet

3 power points in kitchen

1 separate plug point in living

1 A.C. point in each bedroom

1 Telephone & TV point in living room & bedrooms

Painting -

Oil Bound Distemper

Oil painted grills

Acrylic paint for external walls

The municipal water will be collected in an underground / ground level water tank and pumped to the overhead water tank and will be distributed to the flats directly.

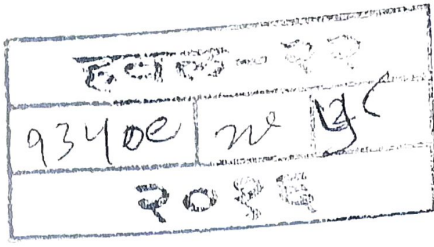
Sufficient lighting will be provided in staircase as well as in parking. Battery / Generator backup to water pump, staircase, lift & parking.

Note :-

- 1. The aforesaid specifications are general and will be provided in the accommodation as per the discretion of the Promoter.**
- 2. Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item.**

SCHEDULE IV **COMMON AMENITIES:**

- Podium Garden at First Floor
- Children Play Area
- Artificial Lawn
- Library
- Outdoor Mini- Gym
- Play Ground Equipment
- Elegant compound wall
- Attractive front Gate
- Ample parking
- 24 x 7 intercom facility
- One lift for building
- Vermi-culture for waste disposal
- Battery / Generator backup for lift and common areas
- Ever-ready fire fighting system
- Safety first - electrical miniature circuit breaker
- Solar Water Connection in Master Bedroom Toilet.
- Tata Sky Connection in each flat.



SCHEDULE V

RESTRICTED AREAS AND FACILITIES:


1. Terraces adjacent if any to any tenement shall be restricted and shall be for exclusive use of such respective tenement holders.
2. Front open space at ground floor tenements shall be restricted and the Promoter herein shall have exclusive right to allot the same to the accommodation holder in the building.
3. Top terrace of the building shall be restricted and the Promoter herein shall have exclusive right to allot the same to the accommodation holder in the building.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND HAVE SIGNED THIS AGREEMENT AT PUNE ON THE DAY AND THE YEAR FIRST HEREIN ABOVE WRITTEN.

M/s. White Feather Landmarks

Through its partner,

MR. YOGESH BALKRISHNA PATE

Signature	Photo	Thumb Impression
		

(THE PROMOTER / DEVELOPER)

MR. SANJAY GANPATRAO SHEDGE

Through POAH the **MR. YOGESH B. PATE (DEVELOPER)** herein.

Signature	Photo	Thumb Impression
		

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1. MR. DEEPAK VITTHALRAO PATIL



2. MR. NIKHIL DEEPAK PATIL



(Purchasers)

Witnesses:

1. Signature: [Signature]
 Name : Nitin G. Mahajan
 Address : Venu Nagar, Wakad, Pune

2. Signature: [Signature]
 Name : Supriya Gaikwad
 Address : Agalambe Pune- 23

Declaration

The PURCHASER/S declare/s that he/ she/ they has/ have read these presents agreement / the same has been explained to the PURCHASER/S and further the PURCHASER/S has also got the same verified from his/her/their legal advisor and has/have fully understood the contents of the agreement and there after same have been executed by all the parties and PURCHASER/S has / have received the original agreement.

(Developer)

(Purchaser)

1. [Signature]

1. [Signature]

2. [Signature]

मी मसुदा तयार केला
 अहोकेट [Signature]
 डॉ. Swati Punde
 फोन नं. ९८५०२५५२५