



SUYASH

Date: 0 **PEACE OF MIND**

OCCUPANCY CERTIFICATE

To,

1) **Mrs. Aruna Kameswari Pidaparthi**

Madam/Sir,

At your request and undertaking we are handing over, custody of Flat No.208 in project SUYASH GREENS at Somatane for furniture and fixtures. You have verified and inspected all the specifications, amenities, installations, measurements, construction as agreed by us to be provided to you under the registered Agreement for Sale dated 16-06-2016 which is registered in the office of sub registrar Maval at serial no. 3810/2016, prior to occupying the flat.

You confirm that you have no complaint whatsoever regarding the construction, area or the specifications of the same or workmanship.

No complaints shall be entertained hereafter. You shall pay your share of the maintenance charges of the common area and facilities as and when due. We confirm that you have paid entire consideration to the Promoter and have promised to carry out your remaining part as per the terms of the Agreement and pay your dues. All the terms and conditions of THE AGREEMENT so far as now and hereinafter applicable shall remain binding on both the parties.

The unit purchaser is aware that and understand that, still upper floor in the project/scheme is to be constructed, therefore, amenities as agreed will be provided as per development of the project and shall be completed before conveyance in favor of the society

Possession will be confirmed on receiving Completion Certificate.



Authorised Signatory,



SUYASH
PROMOTERS & DEVELOPERS
PEACE OF MIND

UNDERTAKING

I/We, Mrs. Aruna Kameswari Pidaparthi, Age: 43 years, Occupation: Housewife
Residing at: Flat No. 102, Ambience President, Pan Card Club
road, Baner, Pune 411045, do hereby state on solemn affirmation as follows:

1. That I/We have purchased Flat No. 208 on the 2nd Floor, in the Suyash Greens Project, constructed on the land with gat no 142 at Village Somatane, Taluka Maval, District Pune, from M/s. Suyash Promoters & Developers vide Agreement dated 16/06/2016, which is duly registered in the office of Sub Registrar Maval at Serial No. 3810/2016.

2. That I/we are fully aware that the Builder has obtained Completion Certificate from PMRDA Pune with order no dated _____. I am fully aware and I accept that the application for completion was done in _____ and it has taken long time to obtain Completion Certificate from the concern authorities. We are hereby ready to accept the handover of custody of the aforesaid flat.

3. That I/We are aware that and understand that, still some part of the building in the project/scheme is to be constructed, and we give our consent for the same. Also therefore, amenities as agreed will be provided as per development of the project and shall be completed before conveyance in favor of the society. That we are fully aware that the construction activity will continue even after we occupy the said flat. That there will be chaos of machines and construction activity. That there will be movement of laborers, working staff, etc. around the project.

4. I/We are aware that there will be provision of security on the site and that the Builder will not be responsible for any accidents or injuries caused to me or my other family members due to the on going construction activity at site. That we shall be responsible for my belongings and will not held the Builder responsible for any theft in my flat. Security services is in operation on site so we accept builder is free from all liabilities against any accidents or theft.

5. That we have seen and verified the flat personally and we are fully satisfied about the actual carpet area of the flat, the specifications, the construction quality etc. That we have accepted the possession of the flat on 'as is where is basis'. That I have no complaints or requirements of whatsoever nature from the Builder and are satisfied that the same has been constructed as per the specifications annexed to THE AGREEMENT.

6. Notwithstanding whatever may have been the interim correspondence between the parties, the possession of the said Unit duly completed has been handed over to the Purchaser in time as agreed upon and any delay in the same caused on account of force-majeure and other reasons as per the said Agreement is hereby condoned and accepted by the Purchaser.

7. That we shall permit the maintenance staff to enter my flat for repairs, maintenance, installation or any kind of other service. I shall be responsible for any internal or external damage to my flat.

8. That we shall indemnify the Builder for any loss or damage caused due to handing over the possession of the said flat prior to obtaining Completion Certificate.

9. I/We are aware and agree that the Parking space right, terraces, garages, open spaces and other areas in the scheme shall be allotted by the Promoter for exclusive use to other person/ purchasers and the same being restricted for use by me/us except those areas which are specifically allotted to me/us



SUYASH
REAL ESTATE

10. I/ We hereby agree that any additional liability, arising in respect of Registration Fee, Stamp Duty, Sales Tax, GST etc. in respect of the said unit and/or proportionate to the area of the said Unit/s if any at the time of execution of the Final Sale Deed shall be borne and me/us and the Promoters shall have all the right to collect the same from me/us.
11. I/We hereby agree not to make any alterations in the flat after possession without the permission of the Promoter/ Society or fix any grills on the external portion of the building, nor change the design/ location/ colour of the grills provided by the Promoter at any given time without the consent of the Promoter/ Society. I/We also confirms that we will not paint any external portion of the building and if done so, it shall be of the tune with same color / company as the original paint of the building. We will not place any kinds of flowerpots/wet clothes for drying or any of such kind of material on the parapet walls of the terraces or on any other such area of the building, which will spoil the show/ elevation of the building. On breaking of any of the above promises by us, the Promoter/ Society will have the right to charge, penalty for the damages caused due to such actions. I/We also understand and agree that we will not store any hazardous item or anything which is prone to catch fire in my premises or in common areas, noticing such item builder will have right to throw the same without my/our consent and we will not held builder responsible for the same.
12. I/We also undertake not to keep any tenant without informing builder and if the tenant creates any nuisance to the society or to the other unit holders, builder will have all the right to vacate or remove the tenant from the flat.
13. I/We hereby confirm that the car-parking spaces are reserved by all the purchasers as per their exclusive rights of use in the scheme among themselves on first come first basis and the same is done for orderly use and convenience of the purchasers and to avoid disputes regarding use thereof. We agree that we have no demand, grievance or complaint regarding the same against the Promoter and agree not to raise any in future.
14. We agree that the charges of the common water connection, common electricity charges and drainage maintenance charges shall be paid equally by all the unit holders from the date of intimation of possession is given to the unit purchaser irrespective of the unit purchaser has taken possession or not and/or whether he has occupied the same or not. The Promoter has taken maintenance advance calculating the average expenses, however if any extra amount is required in that case we shall be liable to pay the same immediately without giving any reason, failing which, in the interest of all the unit purchaser, the promoter shall be entitled to withhold services of such unit purchaser.
15. We are aware that due to climatic changes of atmosphere there may be cracks developing on the walls of the flat, for that Promoter will not be responsible, we shall be responsible to repaint the flat from the time of possession of the said flat with our own cost to avoid further cracks.
16. That we agree to abide by all other terms and conditions of the said Agreement. That we are aware that relying on the present undertaking the Builder has agreed to deliver the possession of the flat to me.

Solemnly affirmed on this 01 day of 04 month in the year 2018


Mrs. Aruna Kameswari Pidaparathi.