



SHRI GAJANAN PRASANNA

AGREEMENT TO SALE

**THIS AGREEMENT TO SALE IS MADE AND EXECUTED HERE AT
PUNE ON THIS ____ DAY OF _____ 2019**

BY AND BETWEEN

M/S A.K. CONSTRUCTIONS

A registered Partnership Firm, registered under the Partnership Act, having its Office at - Office No.10, Agarkar Bhavan, Lal Bahadur Shastri Road, Pune - 411 030, acting through its Partners **SMT.ASHA ARUN SANE**, Age - 61, Occupation - Business, R/at office at 401, S.R. CHAMBERS, Nagras Rod, Aundh, Pune and/or **SHRI.DILEEP BALKRISHNA DESHPANDE**, Age - 66 years, Occupation - Business, R/at - Flat No.11, Sahil Park, Aundh, Pune - 411 007 and/or **SHRI.RAHUL KALATE**, Occupation Age-41 years, Occupation Business -, R/at: Wakad. 411057.

Hereinafter called as the "**DEVELOPERS/PROMOTERS**", (which expression shall, unless repugnant to the context or meaning thereof shall always mean and include its present Directors, their heirs, executors, administrators and assigns)

PARTY OF THE FIRST PART.

AND

1) Mr. _____ PAN-
Age - ____ years, Occupation -

2) Ms. _____ PAN:
Age - ____ years, Occupation -

Both residing at:

Hereinafter called as the "**ALLOTTEE/ALLOTTEE/S**",

(Which expression shall unless it be repugnant to the context and the meaning thereof shall always mean and include their heirs, successors, executors, administrators, and assigns)

PARTY OF THE SECOND PART.

AND

1a) Mr.VikasDyanobaKaspate (for self and as karta of HUF and as legal guardian of Nos.1c to 1e)
1b) Mrs.RanjanaVikasKaspate
1c) Rohan VikasKaspate
1d)RohitVikashKaspate
1e) RasikaVikasKaspate
1f) Mr.RahulDyanobaKaspate(for self and as karta of HUF and as legal guardian of Nos.1h)
1g) Mrs.Yogita Rahul Kaspate
1h) Siddhi Rahul Kaspate
1i) Smt.TarabaiDyanobaKaspate
All residing at Wakad, Tal.Mulshi, Dist.Pune

Hereinafter collectively referred to as **"OWNERS NO.1",**

2a)Mr.Raghu Hari Kaspate(for self and as karta of HUF)
2b) Mr.Sitaram Raghu Kaspate
2c) Mr.Sampat Raghu Kaspate
2d) Mr.Krishna Raghu Kaspate (for self and as legal guardian of Nos. 2e and 2f)
2e) Kunal Krishna Kaspate
2f) Samruddhi Krishna Kaspate
2g) Mrs.AnjanaSitaramKaspate
2h) Mr. Vishal SitaramKaspate
2i)Mrs.Ashwini Vishal Kaspate
2j)Mr.TusharSitaramKaspate
2k)Mr.YogeshSitaramKaspate
2l)Mrs.MeenaSampatKaspate
2m)Ms.SupriyaSampatKaspate
2n)Mr.SumitSampatKaspate
2o)Mrs.Sarika Krishna Kaspate

Hereinafter collectively referred to as **"OWNERS NO.2",**

Owners Nos.1 and 2 collectively and jointly referred to as the **"OWNERS"/CONSENTING PARTY and represented by their constituted Attorneys Shri.DileepBalkrishna Deshpande and/orShri.RahulKalate.**

(Which expressions shall unless it be repugnant to the context and the meaning thereof shall always mean and include their respective heirs, successors, executors, administrators, and assigns)

PARTY OF THE THIRD PART.

WHEREAS the Party of the first part are the absolute owner/developer of the immovable property bearing Survey No.235/2A situated at Wakad, Pune, admeasuring about 6730 Sq.mtrs. (more particularly described in **First Schedule (i)** written hereunder) lying within the limits of PimpriChinchwad Municipal Corporation being under the jurisdiction of the Sub-Registration district of Taluka Mulshi, Registration district of Pune District.

WHEREAS the Owners No.1 are the absolute owner/developer of the immovable property bearing Survey No.235/1B situated at Wakad, Pune, admeasuring about 60.3 Are = 6030 Sq.mtrs. (more particularly described in **First Schedule (ii)** written hereunder) lying within the limits of PimpriChinchwad Municipal Corporation being under the jurisdiction of the Sub-Registration district of Taluka Mulshi, Registration district of Pune District.

WHEREAS the Owners No.2 are the absolute owner/developer of the immovable property bearing Survey No.235/1A situated at Wakad, Pune, admeasuring about 56.3 Are = 5630 Sq.mtrs. (more particularly described in **First Schedule (iii)** written hereunder) lying within the limits of PimpriChinchwad Municipal Corporation being under the jurisdiction of the Sub-Registration district of Taluka Mulshi, Registration district of Pune District.

History of First Schedule (i) property

Land bearing Survey No.235/2 of Wakad, Pune was purchased by Shri.BaluDagaduKalate from Mr.NarayanMahaduKaspate by Sale Deed dated 30.07.1959 and his name was entered in the 7/12 extract of the said property by Mutation Entry no.1558 on 30.7.1959.

That partition was affected between BaluDagaduKalate and his brother WamanDagaduKalate under the provisions of Section 85 of the Maharashtra Land Revenue Code 1966 and Hon.Tahsildar, Mulshi vide case no.Talag/68/86 approved the said partition on 12.03.1987 and in pursuance thereof assigned Survey No.235/2A to the property owned by Mr.BaluDagaduKalate and separate 7/12 extract admeasuring 67.3 Are i.e. 6730 sq.mtrs. approx. was opened and the name of BaluDagaduKalate was entered in the said 7/12 extract by mutation entry no.3233 on 25.03.1987.

Thereafter BaluDagaduKalate effected partition between himself and his sons DattuKalate and NathuKalate under the provisions of Section 85 of the Maharashtra Land Revenue Code 1966 and an area of 33.70

Are out of S.No.235/2A came to the share of DattuBaluKalate and an area of 33.60 Are came to the share of NathuBaluKalate and their name was entered in the 7/12 extract of the said property vide mutation entry no.8754 on 20.09.1971.

The said DattuBaluKalate by registered sale deed dated 29.05.2010 registered under Document No.4277/10 on the same date in the office of Sub-Registrar Haveli No.13 sold his share admeasuring 33.70 Are = 3370 sq.mtrs. out of the said Schedule A-1 property to the Developers herein and the name of the Developers herein has been entered in the 7/12 extract of the said property by mutation entry no. 12803.

The said NathuBaluKalate also by registered sale deed dated 29.05.2010 registered under Document No.4346/10 on 01.06.2010 in the office of Sub-Registrar Haveli No.13 sold his share admeasuring 33.60 Are = 3360 sq.mtrs. out of the said Schedule A-1 property to the Developers herein and the name of the Developers herein has been entered in the 7/12 extract of the said property by mutation entry no. 12804.

Thus the Developers are the absolute owners of the Schedule A-1 property.

History of First Schedule (ii) property

The land bearing S.No.235/1/B was ancestral property owned by DynobaBaburaoKaspate and family and after partition amongst the family the said property came to the share of DynobaBaburaoKaspate and accordingly his name was entered in the 7/12 extract of the said property having area of 60.3 ares.

Shri.DynobaKaspate expired on 25.12.1984 leaving behind his widow Smt.Tarabai and sons Vikas and Rahul as his heirs and the sons being minor, the name of Smt.Tarabai was entered in the 7/12 extract of the said property.

The said Vikas and Rahul Kaspate have attained majority and decided to develop the said property through a developer and thus entrusted the development rights of the said Schedule A-2 property to the Developers herein by Development Agreement and Power of Attorney dated 27th August 2010, registered in the office of Sub-Registrar Haveli No.5 under Document Nos.8736 and 8737/10 on 27.08.2010.

History of First Schedule (iii) property

The land bearing S.No.235/1/A is ancestral property of Mr.HariKaspate and after partition amongst the family, the said property came to the

share of Raghu Hari Kaspate and accordingly his name was entered in the 7/12 extract of the said property having area of 56.3 Ares.

The said Raghu Hari Kaspate and his family members decided to develop the said property through a developer and thus entrusted the development rights of the said First Schedule (iii) property to the Developers herein by Development Agreement and Power of Attorney dated 20th March 2013, registered in the office of Sub-Registrar Haveli No.5 under Document Nos.2607/13 and 2608/13 on 21.03.2013.

AND WHEREAS thus the Developers by virtue of the said Sale Deed are entitled to the **First Schedule (i)** property as owners and absolutely entitled to develop the First Schedule (ii) and (iii) property by virtue of the said registered Development Agreement and power of attorney.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect Rachana Architects & Interior Designers Mr.Ramesh Tepan registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed a structural Engineer Strudcom Consultants Pvt. Ltd for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings/project.

AND WHEREAS the said Promoters have amalgamated the said properties and submitted the plans for sanction to PimpriChinchwad Municipal Corporation. The amalgamation, layout and building plans are sanctioned by Commencement Certificate No.B.P.WAKAD/151/2016 dated 21/9/2016 by the PimpriChinchwad Municipal Corporation.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Original Owner have delivered possession of the said project land to the Promoter for commencing, carrying out and completing the development and construction thereon.

AND WHEREAS the Promoters intend to construct this project in phases and shall consist of 9 buildings. A commercial building abutting the main road and Building A&B shall be constructed in the first phase, building Nos.C&D in the second phase and building Nos.E&F and G&H(Proposed) in the third phase. Proposed phases and development of open space and club house, common amenities etc. shall be completed

in the last phase. Presently the Promoter have opened the second phase and have commenced the construction of second phase consisting of Building C & D having 92 residential flats. The said building shall have parking +12upper floors consisting of residential flats."C" building shall have parking + 12upper floors and shall consist of46residential flats. "D" building shall have parking on the ground floor and the 12upper floors shall consist of 46 residential apartments.

AND WHEREAS the Allottee is offered an Apartment bearing number ____ on the____ floor, (herein after referred to as the said "Apartment and described in **Third Schedule** written hereunder") in the '____' Building of the project called**Westwood Estates Phase II** (herein after referred to as the said "Building") being constructed in theSecondphase of the said project, by the Promoter.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Rachana Architect and Interior Designers, Mr.RameshTepan and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans 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 project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. ____ on ____ floor in "____" building being constructed in the Second phase of the said Project.

AND WHEREAS the carpet area of the said Apartment is ____ square meters, the carpet area of the enclosed balcony attached to the said Apartment is ____ sq.mtrs and carpet area of the terrace adjacent to this Apartment is ____ sq.mtrs. ("carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment)

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs.____/- (**Rupees _____ Only.**) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. [REDACTED] Copy of which is annexed hereto as **Annexure "F"** hereof.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The Promoters have informed the Allottee/s that the Promoter shall construct the said project Westwood Estates, in phases starting from the West side to the East side of the property by constructing the commercial building and building nos. A&B in the First Phase and building Nos. C&D in the second phase building Nos. E&F and G&H in the third phase. Proposed phases and development of open space and club house, common amenities etc. shall be completed in the last phase. The total scheme/project shall be completed in about 8 years from the date of commencement thereof. The First phase shall be completed on or before December 2019. The Promoters have now commenced the construction of the second phase. The Promoters has also informed the Allottee/s that:-

a. The Open space and club house facilities will be developed in the Last and final stage.

b. The access to the second and third phase buildings, proposed phases and open space will be from the side margins of the commercial building and building nos. A&B of the first phase and C&D of second phase and E&F and G&H of third phase and proposed phases and the same shall be utilized for vehicular traffic to and fro to the further phases at all times. The Allottee/s either individually or as member of the society/Association agrees not to obstruct the Promoters/Developers/their representatives/labour/contractors/vehicles or other flat purchasers from using the side margins as access and further agrees not to block the side margins in any manner whatsoever.

c. The Promoters shall form either Association/society at their discretion.

d. The buildings A&B will be connected with a podium slab between the buildings, where there will be facilities like Elevated Landscaped Garden, children's play area, Indoor Games Room, Gym, Yoga and Aerobic room, conference room for common use of all Allottees.

e. Conveyance will be executed after completion of the entire scheme i.e. after completion of all Phases.

f. The Developers have mortgaged the said project land with HDFC Ltd., and the Allottee/s agree to pay the installment amounts to the Developers in the name of **"M/s A.K. Constructions, Escrow Account No.50200037020302"**

The Allottee/s has no objection to the above conditions and accepts the same.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment/Flat No. ____ having carpet area admeasuring ____ sq. mtrs., the carpet area of the enclosed balcony is ____sq.mtrs and carpet area of the terrace adjacent to this Apartment is ____ sq.mtrs. on ____ floor in the "____" building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 for the consideration of **Rs. _____/- (Rs. _____only)** including being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith .

1(b) The Allottee/s agree that the Allottee is liable to pay 12% of the agreed consideration towards GST, which comes to Rs. _____ /-. The Promoter has passed on the benefit of 6% GST to the Allottee/s at the time of this agreement itself and hence now the Allottee/s is liable to only Rs. _____ /- towards GST to the Promoter. The Allottee/s agree to pay the said GST amount from time to time as per demand raised by the Promoter. The Allottee is aware that now the Allottee/s shall not be entitled to get any benefit of GST to be passed on to the customer/Allottee at the end of the project, since the same is already passed on as stated above.

1(c) The Allottee has agreed to pay the aforesaid Consideration of **Rs. _____/- (Rupees _____only)** in the following manner :-

a. Rs.	paid by the Allottee/sas advance payment of application fee, by prior to the execution of this agreement (the receipt whereof, the Developers do hereby admit and acknowledge)
b. Rs.	at the time of completion of plinth.
c. Rs.	at the time of completion of first slab.
d. Rs.	at the time of completion of second slab.
e. Rs.	at the time of completion of third slab.
f. Rs.	at the time of completion of fourth slab.
g. Rs.	at the time of completion of fifth slab.
h. Rs.	at the time of completion of sixth slab.
i. Rs.	at the time of completion of seventh slab.
j. Rs.	at the time of completion of Eighth slab.
k. Rs.	at the time of completion of ninth slab.
l. Rs.	at the time of completion of tenth slab.
m. Rs.	at the time of completion of eleventh slab.
n. Rs.	at the time of completion of twelfth slab.
o. Rs.	at the time of completion of thirteenth slab.
p. Rs.	On completion of Brick work of the Apartment

q. Rs.	On completion of Tiles & Plumbing work internal and external
r. Rs.	On completion of lift, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas
s. Rs.	On Possession on or after receipt of occupancy certificate or completion certificate.

Rs.	Total consideration
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1% of total consideration to be deducted by the Allottee/s and paid to the Government by challan, towards Tax Deductible at sources as per section 194IA of Income Tax Act. Copy of the Challan to be handed over to the Promoter on payment thereof.

1(d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc.,the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to

Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(f) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 11704.50 square meters only and Promoter has planned to utilize Floor Space Index of 2000sq.mtr. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 13704.50 sq. mtr. as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'E'**, annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before [REDACTED]. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the

amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) Any other event beyond control of the Promoters

(iv) Changes in any rules or regulations, bye laws of various statutory bodies and authorities affecting the development and project or

(v) Delay in grant of any Completion Certificate / Part Completion Certificate / NOC / permission / license/ connection for installation of any services, such as lifts , electricity, sewage treatment plant, water treatment plant and water connections and meters to the project / Apartment / Road or Completion Certificate from Appropriate Authority or

(vi) Delay or default in payment of dues by the Allottee under these present (without prejudice to the right of the Promoters to terminate this Agreement under clause mentioned hereinabove),

(vii) In case of any litigation been filed by any person affecting the construction and/or restrained/stayed/ hold by order of any court,

(viii) In all the above stated events the period of possession will automatically stand extended, and the Allottee do hereby agrees the same.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in

writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided the defect/s are due to the construction and not due to subsequent alterations and renovations made by the members or flat owners.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence only. They shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Promoter hereby assures that it will form separate Co-operative Society/Association for Commercial building and for C&D building within three months from the date on which fifty one percent of the total number of allottees in such a building have booked their apartment & the promoter has received entire amount from the allottees. However, any delay towards affixing signature of Allottee's on such Society Formation documents and procedural delays on account of Co-operative department will not be to the account of the Promoter. Further, apex body of such Co-operative Society's will also be formed after obtaining final occupation certificate of buildings.

10. The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

10.1 The Promoter shall within three months of registration of the Society or Association or Limited Company, as aforesaid (which shall be formed on completion of the phase), cause to be transferred to the society or Limited Company all the right, title and the interest of the Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

10.2 The Promoter shall, on completion of the entire project cause to be transferred to the Federation/Apex body all the right, title and the interest of the Original Owner / Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

10.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, 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 project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional contribution @ Rs.3/- per sq.ft. on salable area for period of two years (i.e. Rs. _____ /-) at the time of possession towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with

the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

11. The Allottee shall pay to the Promoter a sum of Rs. 20,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, for share money, entrance fee ,for formation & registration of society and or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance of the structure of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land(save and except the encumbrance of HDFC Ltd.as stated above) as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed hereinabove;

- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report if any;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing/phase and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees at the end of the project, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area of the structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. **Use of Parking Space** There is no sufficient covered parking space available for each flat, hence, for the purposes of convenience

and avoidance of disputes, the Promoter may mark open parking spaces for the exclusive use of any allottee, to whom covered parking space is not provided. The Allottees of the covered parking space as well as other Allottees shall not object the use of such marked open parking space by the respective Allottees who has been permitted to use. However, the said permission of exclusive use is subject to confirmation by the Co-Operative Society and/or other ultimate body which will be formed. The Promoter shall not be responsible in case the Co-Operative Society disturb the such arrangement of open parking spaces. In case, such permission of marked open parking space gets cancelled then the Purchasers shall not be entitled to ask for refund of any amount or compensation as price herein agreed is only for the flat and permission to exclusive use is made ex-gracias for beneficial enjoyment of the same. The Purchasers further agrees that they will not challenge any permission granted for use of any parking space to other purchaser by the Promoter.

15.The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment 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 Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority

or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Apartments 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

16. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge

shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment].

19. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

21. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVERREFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment] to the total carpet area of all the [Apartments] in the Project. The percentage of undivided interest of the Allottee in the common areas and facilities of the project shall also be calculated in the similar manner.

25. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

27. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

28. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee: Mr.
Ms.

Address : ,

Notified Email ID :

M/s Promoter name: M/s. A.K. CONSTRUCTIONS
(Promoter Address): Office No.10, Agarkar Bhavan, Lal Bahadur
Shastri Road, Pune - 411 030
Notified Email ID: Abhishek@iconpune.com

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

29. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

30. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

31. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estates Regulatory Authority or Adjudicating officer appointed as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement.

33. The agreed price of the said flat including balconies and terrace is **Rs.** _____. The agreed consideration being higher than the market value, the allottee/ has paid the Stamp duty of Rs. _____ and Registration charges of Rs.30,000/- on this Agreement.

Received of and from the Allottee above named the sum of Rupees _____ on execution of this agreement towards Earnest Money Deposit or application fee.

**I say received.
The Promoter/s.**

FIRST SCHEDULE

DESCRIPTION OF THE PROPERTIES

i. All that piece and parcel of the Survey No.235/2A situated at Wakad, Pune, admeasuring 67.30 R = 6730 Sq.mtrs. (situated within the limits of PimpriChinchwad Municipal Corporation and within the registration Sub-District Taluka Haveli, District Pune and bounded as under:-

On Or Towards East:	By Property bearing S.No.231,
On or towards South:	By Property of Shantaram Kaspate,
On or towards West:	By S.No.239,
On or towards North:	By _____ property _____ of Rahul/Vikas Kaspate

S.No.235/1/B.

ii) All that piece and parcel of the Survey No.235/1/B situated at Wakad, Pune, admeasuring 6030 Sq.mtrs. situated within the limits of

PimpriChinchwad Municipal Corporation and within the registration Sub-District Taluka Haveli, District Pune and bounded as under:-

On Or Towards East: By Property bearing S.No.231,
On or towards South: By S.no.235/2A of Nathu and DattuKalate.
On or towards West: By proposed 24 meter road
On or towards North: By S.No.235 (part) of Raghu Hari Kaspate& others.

iii)All that piece and parcel of the Survey No.235/1A situated at Wakad, Pune, admeasuring 5630Sq.mtrs. situated within the limits of PimpriChinchwad Municipal Corporation and within the registration Sub-District Taluka Haveli, District Pune and bounded as under:-

On Or Towards East: By Property of Santosh KaspateandKaluramKalate,
On or towards South: By property of Vikas and Rahul Kaspate.
On or towards West: By Road
On or towards North: By property of Lunkad and Tyagi

SECOND SCHEDULE

A.(Description of common amenities and areas)

- 2 Passenger Elevators in every building.
- Designer Entrance lobby.
- Generator backup of common areas.
- Rain water harvesting
- Common toilets for drivers and security staff
- Fire fighting system as per PCMC norms
- All flats connected via intercom and security cabin
- Paved /Concrete driveways.

B. Limited common areas and facilities

- a. Partition walls between the two units shall be limited common property of the said two units.
- b. Stair case

- c. Passage
- e. Overhead water tanks , water pump & meter
- f. Common electric meter for common lights

THIRD SCHEDULE
DESCRIPTION OF FLAT/APARTMENT

A Residential Apartment /Flat No.____on the ____ floor Building no."__" admeasuring carpet area ____Sq.mtrs.and carpet area of the enclosed balcony ____sq.mtrs. and carpet area of attached terrace admeasuring ____Sq.mtrs. and one car parking in the said Projectcalled Westwood Estates Phase II,being constructed on the project land described in First Schedule written hereinabove,and which premises are more particularly shown in the plan annexed hereto.

ANNEXURE – E

SPECIFICATIONS AND AMENITIES

Structure:-

- R.C.C structure with Earthquake resistant design.
- 6"external burnt brick/ fly ash brick / Light Weight Blocks masonry.

Kitchen:-

- Granite platform in kitchen with S S sink.
- Colored glazed tiles dado on kitchen platform upto lintel level.
- Dry Utility terrace with provision for washing machine
- Exhaust fan.
- Water purifier.

Flooring:-

- Premium 2ft.x2ft. vitrified floor tiles in all rooms.
- Non slippery Ceramic tiles in bathroom & terraces.

Windows&Doors :-

- Granite window sill for all windows.
- Powder coated sliding 3 track windows with mosquitos net and safety grills to all windows.
- Entry door with modern wooden laminate and premium handles and hardware.
- Laminated internal doors with mortice locks and hardware

Electrification:-

- Concealed copper wiring electrification with Modular switches.
- Tube lights & fans in all rooms.
- Telephone and TV point in living room.
- Provision for inverter backup.
- Provision for Split A.C. units in room.

Painting:-

- POP/Gypsum finish for all walls and ceilings in entire flat.
- Luster paint internally and cement paint externally.

Bathrooms :-

- Granite door for bathrooms .
- High quality ceramic sanitary ware .
- Designer glazed tiles of 7'ht. for walls in toilets.
- Aluminum adjustable louvers for bathrooms
- High quality fittings with Hot & cold mixer units of Jaquar /equivalent .
- Solar connection to all toilets and provision for Boiler to one Toilet .
- Provision of Exhaust fans in all bathrooms.

PODIUM AMENITIES

- Landscaped Garden
- Children's Play Area /Indoor Games Room
- Gym /Yoga/Aerobics Room

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED,
SEALED AND DELIVERED THIS AGREEMENT ON THE DATE
HEREINBEFORE FIRST MENTIONED.**

**SIGNED AND DELIVERED BY THE
WITHIN NAMED DEVELOPERS
FOR A.K.CONSTRUCTIONS
PARTNERS and as constituted
Attorneys of the Owners/Consenting party
SHRI. DILEEP BALKRISHNA DESHPANDE_____**

SIGNED AND DELIVERED BY THE
WITHIN NAMED ALLOTTEE/S
1.MR. _____

2.MS. _____

In Presence of ;

1.Signature-
Name –
Address –

2.Signature-
Name-
Address-