



AGREEMENT TO SALE

THIS AGREEMENT TO SALE is made and executed at Pune, on this day of January in the year 2018.

BETWEEN

M/S. SHREE SWAMI SAMARTH BUILDCON

A Registered Partnership firm
Having office at: - Survey No. 11,
Tapovan Mandir Road,
KrushiDevata Nivas, Pimprigoan,
Pune - 411017.
PAN No. ADLFS2160D

Through its Partners

1. MR. PRAVIN HARIBHAU SHINDE

Age: 40 years, Occupation: Business,
PAN No. AYWPS5926M

2. MR. CHETAN SUDHIR ALIAS SUDAM WAGHERE

Age: 33 years, Occupation: Business,

Hereinafter referred to as
THE PROMOTER/DEVELOPERS/OWNERS

(Which expression unless repugnant to the context or meaning thereof shall mean and include the said firm, its partners for the time being constituting the firm their respective executors, administrators, successors, assigns, etc.).

...THE PARTY OF THE FIRST PART

AND

MR.

Age: years, Occupation:,

PAN:

Residing at:.....,

.....

Hereinafter referred to as the
'PURCHASER/ALLOTTEE'

(Which expression unless repugnant to the context
or meaning thereof shall mean and include herself heirs,
executors, administrators and assigns).

...THE PARTY OF THE SECOND PART

AND

MR. SUDHIR ALIAS SUDAM WAGHERE

Age: 66 years, Occupation: Agriculturist,

Residing at: Survey No. 11, Tapovan Mandir Road,
KrushiDevata Nivas, Pimprigoan, Pune - 411017.

**Through his Developers and Power of Attorney
Holders**

M/S. SHREE SWAMI SAMARTH BUILDCON,

A Registered Partnership firm

Having office at: - Survey No. 11,

Tapovan Mandir Road,

KrushiDevata Nivas, Pimprigoan,

Pune - 411017.

PAN No. ADLFS2160D

Through its Partners

1. MR. PRAVIN HARIBHAU SHINDE

Age: 40 years, Occupation: Business,

PAN No. AYWPS5926M

**2. MR. CHETAN SUDHIR ALIAS SUDAM
WAGHERE**

Age: 33 years, Occupation: Business,

Hereinafter referred to as the **'CONSENTING PARTY'**

(Which expression unless repugnant to the context or meaning thereof shall mean and include themselves heirs, executors, administrators and assigns).

...THE PARTY OF THE THIRD PART

A. DESCRIPTION OF PROPERTY:

All the piece and parcel of properties bearing

- A) CTS No. 537, total area admeasuring 1661.7 Sq. Mtrs.,
out of it area admeasuring 553.9 Sq. Mtrs., (actual plot area is admeasuring 517.53 Sq. Mtrs)
- B) CTS No. 539, total area admeasuring 14.2 Sq. Mtrs.,
- C) CTS No. 539/1, total area admeasuring 13.2 Sq. Mtrs.,
- D) CTS No. 539/8, total area admeasuring 14.2 Sq. Mtrs.,
- E) CTS No. 539/9, total area admeasuring 13.2 Sq. Mtrs.,

(A) to (E) total area admeasuring 572.33 Sq.mtrs

Which are commonly bounded as under:-

- On or Towards East - By Property of Bhausahab G. Waghere.
- On or Towards South - By CTS No. 534.
- On or Towards West - By CTS No. 537(P) & 536.
- On or Towards North - By Temple and road.

All the properties are situated at village Pimpri Waghere, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli.

The said properties were owned by Genuji Haribhau Waghere.

City Survey Scheme was implemented in respect of the said properties in the year 1978 or there about and accordingly after enquiry the name of Genuji Haribhau Waghere was recorded in the record of City Survey. Accordingly order was passed by the Competent Authority.

Genuji Haribhau Waghere expired on 20/02/1992 leaving behind him following legal heirs namely:

- | | | | |
|----|---|---|-----------|
| 1. | Bhausahab Genuji Waghere | - | Son |
| 2. | Balasaheb Genuji Waghere
(Expired on 12/01/1981 having
following legal heirs) | - | Son |
| a. | Shalan Balasaheb Waghere
in-law | - | Daughter- |
| b. | Vaishali Sanjay Avhale | - | Grand |
| | Daughter | | |
| c. | Sarika Balasaheb Waghere | - | Grand |
| | Daughter
(Sarika Hanumant Tapkir Name after marriage) | | |
| 3. | Sudhir alias Sudam Genuji Waghere- | | Son |

Accordingly after the demise of Genuji Haribhau Waghere names of his above mentioned legal heirs were recorded in the record of CTS extracts. Thus after the demise of Genuji Haribhau Waghere his above legal heirs became owners of the properties bearing CTS No. 537, 539, 539/1, 539/8, 539/9.

Mutation Entry No. 2500 shows that, as per the order of Settlement Commissioner and Director of Land Records, Maharashtra State, Pune vide No. क्र./ना.भु./मि.प.अक्षरी नोंद/2015 Pune dated 16/02/2015 area of the CTS extract was written in words on CTS extract of properties.

Mutation Entry No. 2981 shows that, Bhausahab Genuji Waghere, Shalan Balasaheb Waghere, Vaishali Sanjay Avhale, Sarika Balasaheb Waghere (Sarika Hanumant Tapkir name after marriage), Sudhir alias Sudam Genuji Waghere got parted the said properties and other properties between themselves by registered Partition Deed. The said Partition Deed was registered in the office of Sub Registrar Haveli No. 5 noted at Sr. No. 5907/2016 on 11/07/2016. That as per the said partition

deed CTS No. 537, area admeasuring 553.9 Sq. Mtrs.,(actual plot area is admeasuring 517.53 Sq. Mtrs) out of the total area admeasuring 1661.7 Sq. Mtrs., CTS No. 539, area admeasuring 14.2 Sq. Mtrs., CTS No. 539/1, area admeasuring 13.2 Sq. Mtrs., CTS No. 539/8, area admeasuring 14.2 Sq. Mtrs., CTS No. 539/9, area admeasuring 13.2 Sq. Mtrs came exclusively to the share of Sudhir Alias Sudam Genuji Waghere. Thus as per the Partition Deed name of Sudhir alias Sudam Genuji Waghere was recorded CTS No. 537, area admeasuring 553.9 Sq. Mtrs.,(actual plot area is admeasuring 517.53 Sq. Mtrs) out of the total area admeasuring 1661.7 Sq. Mtrs., CTS No. 539, area admeasuring 14.2 Sq. Mtrs., CTS No. 539/1, area admeasuring 13.2 Sq. Mtrs., CTS No. 539/8, area admeasuring 14.2 Sq. Mtrs., CTS No. 539/9, area admeasuring 13.2 Sq. Mtrs.

That Sudhir alias Sudam Genuji Waghere has carried out demarcation of the said property, from concerned office on 18/10/2016. Accordingly Sudhir alias Sudam Genuji Waghere had obtained demarcation certificate by its regular M.R No. 4926/2016.

That, Sudhir alias Sudam Genuji Waghere has applied for D. P. Opinion in the office of Pimpri Chinchwad Municipal Corporation. Accordingly Pimpri Chinchwad Municipal Corporation had issued D.P. opinion by its No. NRV/Kavi/ 28/28/2017 on 03/05/2017.

AND WHEREAS Developers have got building Plan approval from PCMC vide Commencement Certificate No. **BP/Pimpri/97/2017, dt. 20/11/2017.**

The Promoter herein has appointed **I. P. Associates Architects & Planners** as their Architect and **G A Bhilare**, as their Structural Consultants and accepted the professional supervision of Architects and the Structural Consultants till the completion of the buildings but the Promoter herein has reserved the right to change such Architects and Structural Consultants before the completion of the buildings if promoters so decide.

The copy of the certificate of title issued by the **Advocate Kishor N. Patil** who is the legal advisor of the Promoter, copies of property card or extract of Village Forms VII and XII showing the nature of the title of the Promoter to the said land on which the flat are

constructed or are to be constructed and the copies of the plans and specifications of the Flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority.

B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed;

C. The Promoter agrees and undertakes that they shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

D. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at No.; on/2017 under registration.

E. The Allottee has applied for an Apartment in the Project and has been allotted **Flat/Apartment No.**, admeasuring carpet area about **Sq. Mtrs.**, area of enclosed Balcony admeasuring **Sq. Mtrs.**, Terrace adjoining admeasuring area **Sq. Mtrs.** (subject to fluctuation of not more than 3%) **2 BHK Flat/Apartment** situated on **Floor**, in **Wing No.**, along with allotted **One Covered Car Parking Space** in the project called as “**MAHALAKSHMI ICON**” as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

G. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

H. 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;

I. 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 Allottees hereby agree to purchase the [Flat/ Apartment] and the **One Coverd Car parking** as specified in para E;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees and the Allottees hereby agree to purchase, the [Flat/ Apartment] as specified in para E;

1.2 The Total Price for the [Flat/ Apartment] based on the carpet area is **Rs./-**
(Rupees Only)

Building/Wing No. Flat / Apartment Type BHK Floor -
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Explanation:

(i) The Total Price above includes the booking amount paid by the Allottees to the Promoter towards the [Flat/ Apartment];

(ii) The Total Price above Excludes Taxes, (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/ Flat]:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottees to the promoter shall be increased/ reduced based on such change/ modification;

(iii) The Promoter shall periodically intimate to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottees the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;

(iv) The Total Price of [Flat/ Apartment] includes: 1) pro rata share in the Common Areas; and 2) **One Covered Car Parking** as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottees hereby agree to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/ charges imposed by the Competent Authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees by discounting such early payments @ 10 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to Allottees by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the

apartment, plot or building, as the case may be, without the previous written consent of the Allottees. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottees 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. 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 Allottees 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 Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoter shall demand that from the Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottees shall have the right to the [Flat/ Apartment] as mentioned below:

(i) The Allottees shall have exclusive ownership of the [Flat/ Apartment];

(ii) The Allottees shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottees to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act;

(iii) That the computation of the price of the [Flat/ Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottees agree that the [Flat/ Apartment] along with **One Covered Car Parking shall** be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/ or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 It is understood by the Allottees that all other areas and i.e. areas and facilities falling outside the Project, namely "**MAHALAKSHMI ICON**" declaration to be filed with Real Estate Regulatory Authority shall not form a part of the to be filed in accordance with The Maharashtra Real Estate (Regulation & Development) Act, 2016.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it have collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they

are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person.

1.12 The Allottee has paid a sum of **Rs./- (Rupees..... .Only)** as booking amount being part payment towards the Total Price of the [Flat/ Apartment] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the [Flat/ Apartment] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottees delay in payment towards any amount for which is payable, they shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottees shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/ demand draft or online payment (as applicable) in favour of **‘M/S. SHREE SWAMI SAMARTH BUILDCON** in bank Syndicate Bank, Pimpri Branch, payable at Pune.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee/s, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or

any other applicable law. The Allottee/s understand/s and agree/s that in the event of any failure on his/ her/ thier part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee/s and such third party shall not have any right in the application/ allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the [Flat/ Apartment] to the Allottee/s 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/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the

simultaneous completion of construction by the Promoter as provided in Schedule C (“Payment Plan”).

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee/s has/have seen the specifications of the [Flat/ Apartment] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the The Maharashtra Real Estate (Regulation & Development) Act, 2016 and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT/ APARTMENT

7.1 Schedule for possession of the said [Flat/ Apartment]: The Promoter agrees and understands that timely delivery of possession of the [Flat/ Apartment] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Flat/ Apartment] on **or before** **20.....**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agree/s that the Promoter shall be entitled to the extension of time for delivery of possession of the [Flat/ Apartment], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agree/s and confirm/s that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/s the entire amount received by the

Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee/s, Allottee/s agree/s that they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Flat/ Apartment], to the Allottee/s 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 [Flat/ Apartment] to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 15 days of receiving the occupancy certificate* of the Project.

7.3 Failure of Allottee/s to take Possession of [Flat/ Apartment]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee/s shall take possession of the [Flat/ Apartment] 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 [Flat/ Apartment] to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 7.2, such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee/s - After obtaining the occupancy certificate* and handing over physical possession of the [Flat/ Apartment] to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the Competent Authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee/s – The Allottee/s shall has/have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee/s propose/s to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee/s shall be returned by the promoter to the Allottee/s within 45 days of such cancellation.

7.6 Compensation –

The Promoter shall compensate the Allottee/s in case of any loss caused to him/her/them due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Flat/Apartment] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/s wish/es to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Flat/Apartment], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee/s do/does not intend to withdraw from the Project, the Promoter shall pay the Allottee/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Flat/Apartment].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute,

actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project.

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Flat/Apartment];

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Flat/Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Flat/Apartment] 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 Allottees 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 said Land, including the Project and the said [Flat/Apartment] which will, in any manner, affect the rights of Allottees under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat/Apartment] to the Allottees in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Flat/Apartment] to the Allottee/s and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor

and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all 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;

(xii) 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 by or served upon the Promoter in respect of the said Land and/or the Project.

8.2 The Flat/Flat Apartment Allottee/s himself/ herself/ themselves with intention to bring all persons into whosoever hands the said Flat/ Apartment may come, doth hereby covenant with the Promoter as follows for the said Flat/ Apartment and also for the building in which the said Flat/Flat Apartment is situated –

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

(b) Not to store in/outside the said Flat/ Flat Apartment/ Apartment/ building/ surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or are likely to damage the staircases, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building in which the

said Flat/ Apartment is situated or to the said Flat/Apartment or any fatality on account of negligence or default of the Flat/ Apartment Allottee/s in this behalf, the Flat/ Apartment Allottee/s shall be liable for all the consequences of the breach.

(c) To carry out at his own cost all internal repairs to the said Flat/ Apartment and maintain the said Flat/ Apartment/ Apartment in the same condition, state and order in which it was delivered by the Promoter, Provided that for the defect liability period such repairs shall be carried out by the Flat/ Apartment Allottee/s with the written consent and the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat/ Apartment Allottee/s committing any act in contravention of the above provisions, the Flat/ Apartment Allottee/s shall be responsible and liable for the consequences thereof to the concerned authority and/ or other public authority.

(d) Not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the said Flat/ Apartment or any part thereof, or in or to the building in which said Flat/ Apartment is situated and not to make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Flat/ Apartment/ Apartment without the prior written permission of the Promoter and/or the Association of Apartment Owners as the case may be. After possession of the said Flat/Apartment/ Apartment/unit the Allottees/ Association has/ have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water lines, electrical lines, lift, power back up, pumps etc. and to carry out necessary repairs as and when required.

(e) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building or any part thereof or whereby any

increase in premium shall become payable in respect of the insurance.

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

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

(h) To bear and pay the local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said Flat/Apartment and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said Flat/Apartment by the Flat /Apartment Allottee/s.

(i) The Flat/Apartment Allottee/s shall let, sub-let, give on leave and license basis, transfer, assign or part with Flat/Apartment Allottee/s interest or benefit factor of this agreement or part with the possession of the said Flat/Apartment until all the dues payable by the Flat/Apartment Allottee/s to the Promoter under this agreement are fully paid up and only if the Flat/Apartment Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Flat/Apartment Allottee/s has/have intimated in writing to the Promoter and obtained written consent thereof.

(j) The Flat/Apartment Allottee/s shall observe and perform all the rules and regulations which 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 Flat/Apartment 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 the Government and other public bodies. The Flat/Apartment Allottee/s shall also observe

and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the occupation and use of the Flat/Apartment 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 the building in which the said Flat/Apartment is situated is executed, the Flat/Apartment Allottee/s 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 Flat/Apartment and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

(l) Not to obstruct the development work for any reason and in any way.

(m) The Allottee/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her/their unit. Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other Allottee/s and occupiers and Promoter in any manner whatever.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the [Flat/Apartment] to the Allottee/s within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee/s is/are entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee/s stop making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any penal interest; or

(ii) The Allottee/s shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where Allottee/s do/does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Flat/Apartment].

9.3 The Allottee/s shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee/s fail/s to make payments for Consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee/s under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Flat/Apartment] in favour of the Allottee/s and refund the amount money paid to him by the Allottee/s by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Flat/Apartment] under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the [Flat/Apartment] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee/s fail/s to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/s authorize/s the Promoter to withhold registration of the conveyance deed in their favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee/s. The Allottee/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the Competent Authority (ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of the Allottees. The cost of such maintenance has been **included** in the Total Price of the [Flat/Apartment].

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee/s from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved

Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee/s hereby agree/s to purchase the [Flat/Apartment] on the specific understanding that their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee/s of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/Coverd parking's and parking spaces for providing necessary maintenance services and the Allottee/s agree/s to permit the Association of Allottees and/or maintenance agency to enter into the [Flat/Apartment] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, a located within the “**MAHALAKSHMI ICON**” the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the Allottee/s for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the [Flat/Apartment] at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Flat/Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Flat/Apartment] and keep the [Flat/Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee/s further undertake/s, assure/s and guarantee/s that they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. On the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the [Flat/Apartment] or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall, including the outer and load bearing wall of the [Flat/Apartment]. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by association of allottees. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE/S

The Allottee/s is/are entering into this Agreement for the allotment of a [Flat/Apartment] with the full knowledge of all laws, rules, regulations, notifications

applicable to the Project in general and this project in particular. That the Allottee/s hereby undertake/s that they shall comply with and carry out, from time to time after they have taken over for occupation and use the said [Flat/Apartment], all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the [Flat/Apartment]/ at his/her/their own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that he has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the Competent Authority (ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Flat/Apartment/Building] 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/s who has/have taken or agreed to take such [Flat/Apartment/Building].

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter has assured the Allottee/s that the project in its entirety is in accordance with the provisions of the The Maharashtra Real Estate (Regulation & Development) Act, 2016. The Promoter showing compliance of various laws / regulations as applicable in Maharashtra.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s 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/s and secondly, appears for

registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s 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/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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 Flat/Apartment/building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S

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 Allottee/s of the [Flat/Apartment], in case of a transfer, as the said obligations go along with the [Flat/Apartment] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. 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.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be the proportion which the carpet area of the [Flat/Apartment] bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. 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.

29. 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/s, in Pune after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Haveli, Pune. Hence this Agreement shall be deemed to have been executed at Pune.

30. NOTICES

That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post at their respective addresses specified below:

MR.
Residing at:
.....

(Name & Address of Allottee/s)

M/S. SHREE SWAMI SAMARTH BUILDCON,
 A Registered Partnership firm
 Having office at: - Survey No. 11,
 Tapovan Mandir Road,
 KrushiDevata Nivas, Pimprigoan,
 Pune - 411017.
 PAN No. ADLFS2160D

Through its Partners

1. MR. PRAVIN HARIBHAU SHINDE

2. MR. CHETAN SUDHIR ALIAS SUDAM WAGHERE

(Name & Address of Promoter)

It shall be the duty of the Allottee/s 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/s, as the case may be.

31. JOINT ALLOTTEE/S

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

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.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

SCHEDULE - A
DESCRIPTION OF THE SAID PROPERTIES

All the piece and parcel of properties bearing

A) CTS No. 537, total area admeasuring 1661.7 Sq. Mtrs., out of it area admeasuring 556.9 Sq. Mtrs.,(actual plot area is admeasuring 517.53 Sq. Mtrs)

B) CTS No. 539, total area admeasuring 14.2 Sq. Mtrs.,

C) CTS No. 539/1, total area admeasuring 13.2 Sq. Mtrs.,

D) CTS No. 539/8, total area admeasuring 14.2 Sq. Mtrs.,

E) CTS No. 539/9, total area admeasuring 13.2 Sq. Mtrs.,

(A) to (E) total area admeasuring 572.33 Sq.mtrs

Which are commonly bounded as under:-

On or Towards East - By Property of Bhausaheb G. Waghere.

On or Towards South - By CTS No. 534.

On or Towards West - By CTS No. 537(P) & 536.

On or Towards North - By Temple and road.

All the properties are situated at village Pimpri Waghere, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli.

SECOND SCHEDULE
(FLAT/APARTMENT)

Flat/Apartment No., admeasuring carpet area about **Sq. Mtrs.**, area of enclosed Balcony admeasuring **Sq. Mtrs.**, Terrace adjoining admeasuring area **Sq. Mtrs.** (subject to fluctuation of not more than 3%) **2 BHK Flat/Apartment** situated on **Floor**, in **Wing No.**, along with allotted **One Covered Car Parking Space** in the project called as “**MAHALAKSHMI ICON**” being constructed upon the plot described in First Schedule above. The said Flat/ Apartment/ Apartment is more particularly shown in the plan hereto annexed in Red colour boundary line. The areas mentioned above are approximate.

WITNESS WHEREOF the parties hereto have put their respective hands to this Agreement to Sale on the day and date first mentioned hereinabove.

**SIGNED AND DELIVERED
BY THE WITHIN NAMED**

1. MR. PRAVIN HARIBHAU SHINDE

**2. MR. CHETAN SUDHIR ALIAS SUDAM
WAGHERE**

M/S. Shree Swami Samarth Buildcon
Through its Partners
Promoters and For Owner Herein

**SIGNED AND DELIVERED BY THE
WITHIN NAMED AS PURCHASER**

MR.
Purchaser/Allottee

In presence of:-

- 1) Signature :
 Name :
 Address :
- 2) Signature :
 Name :
 Address :

Schedule – B
(Copy of Floor Plan)

Schedule – C

The Allottee has paid on or before execution of this Agreement a sum of **Rs./- (Rupees Only)** as advance payment as under

Rs./-	Paid by Cheque bearing No. drawn on Bank, Branch, Dated .../.../2018.
Rs./-	Paid by Cheque bearing No. drawn on Bank, Branch, Dated .../.../2018.

and hereby agrees to pay to the Promoter the balance amount of **Rs./- (Rupees Only)** shall be paid by the Purchasers/Allottee/s to the Promoter as follows :-

PAYMENT SCHEDULE	
On Booking	10%
On Completion Of Plinth Work	10%
Second Slab	10%
Third Slab	10%
Fourth Slab	10%
Fifth Slab	10%
Sixth Slab	10%
Wall Brickwork, Internal Plaster, Flooring	5%
Sanitary Fitting, Staircase, Lift Well, Lobbies	5%
External Plaster, Plumbing & Elevation	5%
Electrical Fitting, Entrance Lobby	5%
Lift, Water Pump	5%
Possession	5%
Total	100%

SCHEDULE – III SPECIFICATIONS

Structural:

- Earthquake resistant R.C.C. Structure.
- POP finish for walls in entire flat.
- Supreme quality internal wall finish with water based emulsion paint.
-

Flooring:

- Vitrified flooring 600 X 600 mm.
- Anti Skid Tiles Terraces.
-

Doors/Windows:

- Designer doors.
- Powder coated aluminium sliding windows with mosquito mesh.
- M.S. grill to windows.
-

Electrification:

- Concealed copper wiring circuit breakers.
- Adequate Electrical Points along with premium modular switches.
- Cable, Telephone points in Living and bedroom.
- Broadband connection provision in bedroom.
- Split AC point provision in bedroom.

Kitchen :

- Granite Kitchen platform with Stainless Steel sink.
- Designer tiles above kitchen platform up to lintel level.
- Exhaust fan provision.

AMENITIES

- CCTV to Common area
- Street lights to common area.
- Automatic Elevators
- Power Back up for for lift and common area
- Fire Fighting system
- Rain Water harvesting
- Concrete/pavel internal roads
- Solar Water heater