

Date

PROVISIONAL ALLOTMENT LETTER

Name - **M/s S K Enterprises (Prop:- Mr Sagar Ashok Kute)** a Proprietorship Firm
 Address - S No 64/2B, Flat No 202, Sankalp Sankul, Kondhwa BK, Pune – 411 048.
 PAN NO. - **BNKPK0767Q**

Sub: Provisional Allotment of Flat/Shop/Tenament No. _____
 admeasuring _____ sq.ft. Carpet approximately equivalent to _____ sq.mtrs., on _____ floor in _____ Building in the project known as **“Swayam Shivalay”** Village Hadapsar Gaothan, Taluka Pune City, Pune within the local limit of Pune Municipal Corporation and within the local limit of Sub Registrar Pune, Tal – Haveli, Dist- Pune.

Area -
 Flat No. -
 Total Value -

Dear Sir,

1. With reference to your provisional allotment of the said Flat/Shop/Tenament and upon you Handing over to us a cheque of Rs. _____ vide cheque No. _____ dated _____ drawn on the _____ bank towards the initial deposit, we acknowledge the receipt of the same.
2. It is agreed and understood that the allotment of the Flat/Shop/Tenament is only provisional.
3. You have also agreed and confirmed that you shall execute a written agreement for sale in respect of the said flat, subject to making payment of ten percent of the total value of the said Flat/Shop/Tenament (plus applicable VAT, Service Tax, Stamp Duty, Registration, LBT, GST or any other Govt Levy as may be levied from time to time).
4. You are aware that we are entitled to develop and construct Residential/Commercial Complex as per Town Planning called **“Swayam Shivalay”** situated at City CTS No. 194, 195, at Hadapsar Gaothan, Taluka Pune City, District Pune.
5. We also explained to you the phase wise development of the said property as and when permission would be available to us. We have also explained to you that the layout of the said property is subject to amendment and

changes at our sole discretion and subject to final approval from concerned authorities with due respect to Real Estate Regulation Act, 2016.

6. The Total Consideration for the Flat/Shop/Tenament including covered parking space is _____. You hereby confirms the following schedule of the payment and will make the payment accordingly in time. Time being essence of payment. In case of any failure on your part to make payment as per the schedule given here in below we have a right to charge interest @ SBI MCLR plus 2% per annum on the due amount, till the date of actual payment from due date of payment together with interest thereon.
 - i. Amount of Rs. _____ (_____) to be paid to the Promoter on or before the execution of Agreement.
 - ii. Amount of Rs. _____ (_____) to be paid to the Promoter after the execution of Agreement.
 - iii. Amount of Rs. _____ (_____) to be paid to the Promoter on completion of the Plinth of the building in which the said Flat/Shop/Tenament is located.
 - iv. Amount of Rs. _____ (_____) to be paid to the Promoter in the following manner:-
 - (a) 1st to 3rd Slab— per slab.
 - (b) 4th to 5th Slab— per slab.
 - v. Amount of Rs. _____ (_____) to be paid to the Promoter on completion of the walls, internal plaster, flooring doors and windows of the said Flat/Shop/Tenament.
 - vi. Amount of Rs. _____ (_____) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat/Shop/Tenament is located.
 - vii. Amount of Rs. _____ (_____) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the said Flat/Shop/Tenament is located.
 - viii. Amount of Rs. _____ (_____) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the building in which the said Flat/Shop/Tenament is located.
 - ix. Balance Amount of Rs. _____ (_____) against and at the time of handing

over of the possession of the Flat/Shop/Tenament to the Purchasers/Allottee on or after receipt of occupancy certificate or completion certificate.

x.

- Note-1

The Total above excludes Cost mentioned in clause no. 9 & 10 below And Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat/Shop/Tenament.

- Note-2

Without prejudice to the right of Promoter to charge interest in terms of sub clause 6 above, on the Purchasers/Allottee committing default in payment on due date of any amount due and Payable by the Purchasers/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 Purchasers/Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.

7. You have inspected the Approved plans and the Title documents of the Land; however we are entitled to modify the plans as required by Town Planning subject to fulfillment of Real Estate Regulation Act 2016.
8. You also confirm that until the time of the agreement is executed, you shall not have any right, title interest in respect of the said Flat/Shop/Tenament and amount paid shall remain with us as non-interest bearing deposit.
9. You hereby also agree and confirm that Sum of Rs. _____ is payable over and above the cost of the Flat/Shop/Tenament, towards maintenance charges for 24 months which shall be paid by you at the time of possession plus service tax applicable at the time of possession, the maintenance will be applicable from the date of O/C certificate or possession for furniture work which ever is earlier.
10. You have agreed and confirmed that sum of Rs. _____ is payable by you over and above the cost of the said Flat/Shop/Tenament towards Society Formation, Water, Electricity & legal fees etc which shall be paid as and when demand is made by us on that behalf and the said amount is non-refundable.
11. The transaction covered by this agreement is understood to be a sale liable under the GST as per the existing regulation.

The GST or any other Tax that is liable to be paid or any become liable to be paid in future under any statute Central to State shall be payable by the Purchasers.

12. Extra Work will be allowed only with the prior approval of Management at extra cost as may be fixed from management from time to time. Kindly Note that Alteration of the Windows, Grills, External Elevation, and façade is strictly not allowed.
13. You are request to sign in confirmation of accepting the terms as mentioned hereinabove by subscribing your signature on this letter and copy of this letter.
14. The carpet area shall include the door jams and RCC coloumns offset however the actual carpet area on site shall differ coz of skirting, POP, Tiling, Plaster and you shall not object to such difference or be entitled to any remuneration for such difference in carpet area.

Thanking You,

For M/s S K Enterprises I/We agree and confirm the same

Mr. Sagar Kute
Proprietor

(Name of the Customer)



AGREEMENT TO SALE

**THIS AGREEMENT TO SALE IS MADE AND EXECUTED AT PUNE ON THIS
__th DAY OF _____ IN THE YEAR TWO THOUSAND TWENTY TWO**

BETWEEN

S.K. ENTERPRISES (Promoter & Builders)

Registered proprietary firm,

Address:- Kondhawa Khurd, Pune – 411 048;

(PAN NO. - BNKPK 0767 Q)

Through its proprietor,

MR. SAGAR ASHOK KUTE,

Age about 31 years, Occ:- Promoter and Builders,

Address:- As Above

Hereinafter called and referred to as "**THE PROMOTER AND BUILDERS**".
(Which expression unless repugnant to the context or meaning thereof shall mean and includes said partnership firm, its present and future partners, successors in title, administrators, their heirs, executors, survivors, administrator, power of attorney holder and assign etc.)

..... PARTY OF THE FIRST PART;

A N D

1. **Mr. Chandrashekhar Madhukar Hadapsarkar @ Tikhe,**
Age - about 74, Occ:- Retired, (PAN NO. - AAJPH 7492 Q)
R/at – Flat No – 408, Building No – 8, Anita Nagar, Lokhandwala
Complex, Kandivali (East), Mumbai – 400 101,
2. **Mr. Anil Madhukar Hadapsarkar @ Tikhe,**
Age - about 68, Occ:- Retired, (PAN NO. – ABYPH 5312 F)
R/at – 150/2, Somwar Peth, Pune – 411 011,
3. **Mr. Rajendra Madhukar Hadapsarkar @ Tikhe,**
Age - about 59, Occ:- Service, (PAN NO. – AADPH 4542 D)
R/at – Laukik Apartment, Gananjay Society, Kothrud, Pune – 411 038;
4. **Smt. Pratibha Jayant Sumant**
(Before Marriage – Pratibha Madhukar Hadapsarkar @ Tikhe),
Age - about 61, Occ:- Housewife, (PAN NO. – JRRPS 0506 L)
R/at – Radhakrushna Vihar, Sinhgad Road, Pune.

Through their power of attorney holder -

S.K. ENTERPRISES (Promoter & Builders)

Registered proprietary firm,

Address:- Kondhawa Khurd, Pune – 411 048;

(PAN NO. - BNKPK 0767 Q)

Through its proprietor,

MR. SAGAR ASHOK KUTE,

Age about 31 years, Occ.- Promoter and Builders,

Address:- As Above

Hereinafter referred to as the "**THE LAND OWNERS/CONSENTING PARTY**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and includes their respective heirs, executors, administrators, power of attorney holder and assigns etc.)

..... PARTY OF THE SECOND PART;

A N D

Mr. _____

Age about ____ Yrs, Occ: _____,

(Pan No: _____) (Aadhaar No _____)

R/at:- _____

Hereinafter called and referred to as "**THE FLAT PURCHASER/ ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof shall mean and includes his/ her / their heirs, executors, successors, administrators, assigns and power of attorney holder etc.)

.....PARTY OF THE THIRD PART;

WHEREAS, the party of the second part is absolute and legal owner and well and sufficiently entitled to all that piece and parcel of ground/s and residential land admeasuring about 28.1 Sq. mtrs, of the land bearing C.T.S. No. 194, and the land admeasuring about 286 Sq. mtrs, of the land bearing C.T.S. No. 195 (i.e. totally admeasuring about 314.1 Sq. mtrs) situated at village Hadapsar, Tal. Haveli, Dist. Pune, and which is within the local limits of Pune Municipal Corporation, Pune, which is described in the Schedule 'A' written hereunder and their names have been recorded in the C.T.S. extract of the said property as owners & occupiers thereof;

AND WHEREAS, the party of the second part/consenting party due to lack of knowledge and financial difficulties is not in a position to carry out the development and construction activities in and upon said landed properties and they were in search of a Promoter and Builders, who would affect development, construction and implement a scheme commonly known as OWNERSHIP FLATS SCHEME on the Joint Venture basis with the party of the second part/ consenting party and to sell the flats, terrace, balcony and parking space etc. from the proposed building/s to the prospective purchaser/s;

AND WHEREAS, on information of the same, the party of the first part/ Promoters and Builders have approached the party of the second part/consenting party and agreed to carry out the development/ construction at their own cost and thereby offered reasonable consideration to the party of the second part and in pursuance of the same the party of the second part/consenting party have entered into a Development Agreement of Joint Venture and Power Attorney in favour of the party of the first part on 08/07/2021 in respect of the said landed properties and said documents have

been registered before the Sub Registrar Haveli No. XI at serial nos. 10074/2021 and 10075/2021, respectively and thereby authorized the party of the first part to effect the development and to construction of the building/s consisting of flats, terrace, balcony and parking space etc. and to sell the same to the prospective purchaser/s;

AND WHEREAS, the residential land admeasuring about 28.1 Sq. mtrs, of the land bearing C.T.S. No. 194, and the land admeasuring about 286 Sq. mtrs, of the land bearing C.T.S. No. 195 (i.e. totally admeasuring about 314.1 Sq. mtrs) and the adjacent land bearing C.T.S. No. 196 and C.T.S. No. 198, situated at village Hadapsar, Tal. Haveli, Dist. Pune, which was originally owned & possessed by Late. Mr. Gopal Balwant Hadapsarkar alias Tikhe and his name was recorded in the CTS extract of the said landed properties as absolute owner and occupier thereof;

AND WHEREAS, said Late. Mr. Gopal Balwant Hadapsarkar @ Tikhe executed his Will, which was registered before the Sub – Registrar Haveli at its Sr.No. 246/1929 on 01/01/1929 and vide the said will, he appointed Mr. Krushnaji Waman Paranjape, Mr. Govind Pandurang Deshpande, Mr. Bapuji Martand Ambekar, Mr. Sadashiv Narayan Beke and Chinto @ Chintaman Ramchandra Hadapsarkar @ Tikhe as private trustees in the view that, the said landed properties will only entitle to the male legal heir of Hadapsarkar's @ Tikhe's family and out of the abovesaid landed properties he entrusted full and absolute ownership rights of the C.T.S No. 194, 195 as owners and occupiers and for the CTS No. 196 and 198 (including adjoining Lord Shiva temple) to the above said trustees as private trustees.

AND WHEREAS, after the death of said Mr. Chinto @ Chintaman Ramchandra Hadapsarkar, Mr. Bapuji Martand Ambekar and Mr. Sadashiv Narayan Beke, the remaining trustee of the said private trust namely - Mr. Govind Pandurang Deshpande has executed next Trust Deed by virtue of Deed of Appointment of Trustees which was registered before the Sub – Registrar Haveli No. – III, at its Sr.No. 1275/1945 on 02/06/1945 and thereby Mr. Yashwant Vishnu Lonkar, Mr. Vasant Vishnu Lonkar and Mr. Madhukar Sadashiv Beke were appointed as new private trustees;

AND WHEREAS, said Mr. Govind Pandurang Deshpande, Mr. Yashwant Vishnu Lonkar, Mr. Vasant Vishnu Lonkar and Mr. Madhukar Sadashiv Beke have executed Deed of Trustees in favour of Mr. Madhukar Chintaman Hadapsarkar @ Tikhe (male heir of the Hadapsarkar @ Tikhe family) and Mr. Arvind Shankar Phulmamdikar, which was registered before the Sub – Registrar Haveli No. – II, at its Sr. No. – 2033/1966 on 29/09/1966;

AND WHEREAS, after the death of the abovesaid private trustees / owners, namely Mr. Madhukar Chintaman Hadapsarkar @ Tikhe (died on 30/12/1979), the names of the present land owners / Consenting parties have been added to the City Survey Record of the said landed properties vide Mutation Entry No – 1538 on 21/05/1980 as true and legal heirs thereof and same is confirmed by Mr. Arvind Shankar Phulmamdikar and he has given full consent to the above said Mutation entry to add the names of the present land

owners/consenting parties as only legal, full and absolute owners and occupiers of the said landed properties thereof;

AND WHEREAS, as per will and wish of Late Mr. Gopal Balwant Hadapsarkar @ Tikhe, the name of Mr. Madhukar Chintaman Hadapsarkar @ Tikhe should have recorded as private trustee for the temple area (including sabhamandap) admeasuring about 1413 Sq. ft., out of the total area admeasuring about 6710.68 Sq. ft., of the land bearing C.T.S. No. 196,198 and the name of Mr. Madhukar Chintaman Hadapsarkar @ Tikhe, should have recorded as full and absolute owner of the remaining area out of the said land bearing C.T.S. No. 196,198 and the total area of the land bearing C.T.S. No. 194,195 admeasuring about 314.1 Sq. Mtrs., but by mistake and oversight, the name of Mr. Madhukar Chintaman Hadapsarkar @ Tikhe has been recorded as managing trustee to the total area of the land bearing C.T.S. Nos. 194,195,196 and 198 respectively and the said trust being a private/within family, it is not necessary to be recorded in the records of Charity Commissioner, Pune or before any other competent authority and the present land owners/consenting parties have filed an application for the correction in the records of City Survey to record their names as full and absolute owners thereof to the said landed property bearing C.T.S. No. 196 and 198 thereof;

AND WHEREAS, by virtue of the above said Will, the present Land Owners/ Consenting Parties became the full and absolute legal owners of the land bearing C.T.S. No. 194 and 195 totally admeasuring about 314.1 Sq. mtrs., situated at revenue village Hadapsar, Taluka – Haveli, District – Pune and are free to dispose of the same as they like;

AND WHEREAS, by virtue of the Development Agreement and Power of Attorney, as executed by the party of the second part/consenting party to the party of the first part, the party of the first part/the Promoter and Builders alone have full and exclusive rights to construct the multi - storied building/s and to sell the flat/s, other tenements, terrace adjacent to the flat, attached balcony, etc. in the said building/s to be constructed on the said landed property and allot the parking space to the prospective purchasers and to enter into agreement to sale/s with proposed purchaser/s of the flat/s, other tenements, terrace/s, balcony and parking space in the said building/s and to receive the consideration from them in respect thereof;

AND WHEREAS, the search and title report of the said landed properties has been taken by Adv. Asha Bhosale and had issued the certificate in respect thereof, copy is schedule/annexed hereto and assure that as per available record said landed properties is/are free from encumbrances whatsoever in nature;

AND WHEREAS, the party of the first part/Promoter and Builders have entered into an Agreement with Architect **Mr. Amod A. Doshi**, registered with council of architects and R.C.C. Consultants **Mr. Sandip Rangdal & Associates** for structural design and drawings of the building/s and the party of the first part/ the Promoter and Builders has/have accepted their professional supervision till the completion of the said project;

AND WHEREAS, the party of the second part/consenting party through their power of attorney holder, i.e. the party of the first part, has preferred the application to the Pune Municipal Corporation, Pune for sanctioning the proposed building plans, layouts etc. on HDP/0050/21 and after considering all legal aspects the Pune Municipal Corporation, Pune has sanctioned the proposed residential building plan vide their Commencement Certificate No. – CC/3452/21, Dated-31/01/2022 and allowed the construction in and upon the said landed properties, as per approved and sanctioned plan of the same;

AND WHEREAS, the Promoter & Builders has registered the present Project under the provisions of the RERA Act, with the Real Estate Regulatory Authority at **Pune**, bearing its registration no. ----- dated – -----.

AND WHEREAS, while sanctioning the said building plan/s, the Pune Municipal Corporation, Pune has laid down certain terms & conditions, stipulation and restrictions, which are to be observed and performed by the Promoter and Builders and upon due observance and performance the conditions, the completion and occupation certificate in respect of the said building/s shall be granted by the said authority to the party of the first part;

AND WHEREAS, the party of the first part on the request of the purchaser/s has/have supplied copies of sanction and approved plan, specifications, search report, title report, C.T.S. extract, mutation entries and other deeds and documents, to the party of the third part, which are required under the provisions of the MOF Act 1963 and/or any substituted Acts/Rules/Regulations in respect of the said project i.e. the Real Estate (Regulation & Development) Act 2016 and the Rules made from time to time there under and the party of the third part is fully satisfied of the clear and marketable title of the said landed property and the proposed construction thereon;

AND WHEREAS, the land owners / consenting party is/are holding the title of the said landed properties, however, entire development, construction and implementation of the construction project on the said landed properties shall always be the absolute responsibility of the party of the first part and the party of the second part is fully responsible for giving the marketable title of the said landed properties and the parties hereto is/are fully responsible and liable to fulfill the terms and conditions as mentioned in the Development Agreement in respect of the said landed property as described in the Schedule A written hereunder;

AND WHEREAS, relying upon the application of the party of the third part/ Purchaser/s herein, the party of the first part has agreed to sell the same and purchaser/s agreed to purchase and acquire the same, at the price/consideration on the terms and conditions, as per the provisions of the MOF Act 1963 and/or any substituted Acts/Rules/Regulations in respect of the said project i.e. the Real Estate (Regulation & Development) Act 2016 and the Rules made from time to time there under;

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER -

1. The party of the first part shall construct the proposed building/s in accordance with approved and sanction plan of the Pune Municipal Corporation, Pune and it is further agreed and consented by the Purchaser/s that the party of the first part is entitled to make any reasonable variations or alteration in the said proposed building/s plans as may required by the party of the first part or by the concerned authority;
2. It is further agreed by the Purchaser/s that, if the local authority or competent authority permits any additional construction in the proposed building/s or in the said landed property, it shall be the sole and exclusive authority of the party of the first part to construct the same, as per their wishes and the Purchaser/s hereby gives his/her/their irrevocable consent to such alteration, modification, additional construction, being constructed by the party of the first part in the said landed properties, provided, it does not affect the area of the said flat premises;
3. The proposed building plan is sanctioned and approved by the Pune Municipal Corporation, Pune and same is / are open for inspection in all working days, during office hours on the site office and as well as its registered office address of the party of the first part, which is mentioned above;
4. The Purchaser/s hereby agrees to purchase and the party of the first part hereby agrees to sell the **Flat No _____, admeasuring about sq. mtr., (Carpet), alongwith enclosed balcony, admeasuring about _____ sq. mtr** on the _____ **Floor** in the **Building No. "_____"**, in the proposed multistoried ownership scheme namely **"SWAYAM SHIVALAY"**, **(Hereinafter referred to as "THE SAID FLAT ALONGWITH ATTACHED TERRACE/ BALCONY PREMISES")**, (which is more particularly described in the schedule "B" written hereunder) for consideration of **Rs. _____/- (Rs. _____Only)** and out of the said total consideration, the Purchaser/s has paid a sum of **Rs. _____/- (Rs. _____ Only) vide Cheque / DD. No. _____, Drawn on - _____ Bank, Branch - _____, Dated __/__/2022** to the party of the first part by way of part consideration and part payment thereof. The Promoter and Builders hereby admit, acknowledge the said payment and admit the receipt of the same;
5. The Purchaser/s hereby agrees and undertakes to pay the total consideration of **Rs. _____/- (Rs. _____Only)** to the party of the first part, on the following manners:

Sr. No.	Particular	Rs. in %
1.	At the time of registration of the present agreement	25%

2.	At the time of the plinth work of the building	20 %
3.	At the time of the relevant slabs of the Purchaser	25 %
4.	At the time of the completion of walls, internal plaster flooring, doors and windows of said flat premises	05%
5.	At the time of on completion of the sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said flat premises	05 %
6.	At the time of completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said flat premises is located	05 %
7.	At the time of fitting/completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the agreement of the building or wing in which the said flat premises is located	10%
8.	At the time of handing over of the possession of the unit/flat premises on receipt of completion certificate or occupation certificate	05%
	Total	100%

6. The party of the third part assure and agree to pay the above installment/s as and when they are becomes due and payable, if, the purchaser/s fails to pay the balance consideration amount in respect of the said flat premises to the party of the first part as per agreed terms and conditions as stated in the present agreement to sale, then the party of the first part has choice and liberty to sale the same to the another proposed purchaser/s and execute necessary agreement to sale/s / agreement to sale in favour of the prospective purchaser/s and accept the consideration from him/her/ them or to recover the due and payable amount from the purchasers with interest @ State Bank of India's highest marginal cost of lending rate plus 2% (two percent) per annum worked out on day basis from the date on which such amounts become due and payable till its realization;

In case of resale, if the party of the first part receives lesser price than agreed by and between the parties hereto in these presents, the Purchaser/s herein shall be liable to make good all such losses to the party of the first part within 7 (seven) days from the date of receipt of notice from the party of the first part in that behalf;

7. The total consideration/price above excludes taxes, (consisting of tax paid or payable by the Promoter and Builders by way of Value Added Tax, Service Tax, Goods and Service Tax and/or Cess, stamp duty, registration, one time or monthly maintenance amount or any other similar taxes, as applicable from time to time) namely which may be levied, in connection with the construction of and carrying out the project payable by the Promoter and Builders) up to the date of handing over the possession of the (said Flat Premises). The Purchaser/s/ the party of third party have to pay the same to the Promoter and Builders at rates in force as defined in the relevant statute;
8. The total consideration/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 and Builders undertakes and agree that while raising a demand on the Purchaser/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter and Builders shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Promoter and Builders, which shall only be applicable on subsequent payments;
9. It is further agreed by and between the parties that the amounts received from the prospective purchaser/s like as maintenance, legal charges and various taxes, which are recovered from the purchaser/s, collected by the party of the first part alone and the party of the second part have no right in the said amount or they have no right to claim the same from the party of the first part.
10. The fittings, fixtures and amenities to be provided by the party of the first part in said building are set out in schedule hereunder written and the purchaser has approved and satisfied himself / herself / themselves about the same.
11. It is agreed by and between the parties hereto that, if, at the instance of the purchaser/s, the party of the first part, carries out any additional work or change in the said flat premises, the purchaser/s shall make payment in respect thereof as per mutual understanding between the parties;
12. The Promoter and Builders do hereby doth covenant with the Purchaser/s as follows:-

- a) The Promoter and Builders 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 flat premises to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the flat premises;
- b) Time is essence for the Promoter as well as the Purchaser/s. The Promoter and Builders shall abide by the time schedule for completing the project and handing over the flat premises to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement to sale, subject to the simultaneous completion of construction by the Promoter and Builders as provided in herein above. ("Payment Plan").
- c) If the Promoter and Builders fails to abide by the time schedule for completing the project and handing over the flat premises to the Purchaser/ s, the Promoter and Builders agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in herein above, on all the amounts paid by the purchaser/s, for every month of delay, till the handing over of the possession. The purchaser/s agrees to pay to the Promoter and Builders, interest as specified herein above, on all the delayed payment, which become due and payable by the purchaser/s to the Promoter and Builders under the terms of this agreement to sale from the date the said amount is payable by the purchaser/s to the Promoter and Builders;
- d) Without prejudice to the right of Promoter and Builders to charge interest in terms of sub clause herein above, on the purchaser/s committing default in payment on due date of any amount due and payable by the purchaser/s to the Promoter and Builders under this Agreement to sale (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the purchaser/s committing three defaults of payment of installments, the Promoter and Builders shall at his own option, may terminate this Agreement to sale;
- e) Provided that, Promoter in this regard, the Promoter / Owner shall have absolute right, power and authority to cancel / terminate the Allotment as well as the present Agreement of Sale of the Apartment / Unit by giving the 15 (Fifteen) days written Notice by Registered Post Acknowledgment Due / UPC / Private Currier / Email on the address mentioned in caption hereinabove and thereby forthwith on the ending of such 15 (Fifteen) days, the Allotment as well as the present Agreement of Sale of the Apartment / Unit shall be automatically deemed to be cancelled / terminated / revoked and becomes null and void and also comes to an

end and thereby the all the rights, interest, power and authority of the Purchaser/s under the said Allotment as well as the present Agreement of Sale of the Apartment / Unit shall be automatically extinguished / comes to an end. However, in this circumstances / situation, the Promoter / Owner shall have absolute right, power, authority and also entitle to deal, sale, dispose-off the said Apartment / Unit to any prospective Purchaser/s and also thereby the execute and register the Agreement / title Instrument in favor of Prospective Purchaser/s without obtaining the consent and/or without executing the Deed of Cancellation from the Purchaser/s herein. However, the Purchaser/s herein has given his / her / their unconditional irrevocable consent for it;

- f) Provided further that, upon termination of this Agreement to sale as aforesaid, the Promoter and Builders shall refund to the purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter and Builders) within a period of thirty days of the termination, the installments of sale consideration of the flat premises which may till then have been paid by the purchaser/s to the Promoter and Builders;

13. The flat purchaser/s do hereby doth covenant with the Promoter & Builders as follows: -

- a. To maintain the flat premises at his/her/their own cost in good and tenable repair and condition from the date of possession of the flat premises and shall not do or suffer to be done anything in or to the building/s in which the flat premises is situated, staircase or any passages which may be against the rules, regulations or by-laws of the Pune Municipal Corporation, Pune or change/ alter or make addition on or to the building in which the flat is situated and the flat itself or any part thereof;
- b. Not to store in the flat premises any goods, which is/are of hazardous or dangerous nature or is/are so heavy as to damage the construction or structure of the building, in which the flat premises is situated or storing of which goods is objected local or other authority and shall not carry or cause to be carried heavy package whose upper floors, which may damage or likely to damage the staircase, common passages or any other structure of the building in which the flat premises is situated including entrance of the building in which the flat premises is situated and in case any damage is caused to the building in which the flat premises is situated or the flat premises on account of negligence or default of the purchaser/s in his/ her/ their behalf, the flat purchaser/s shall be liable for the consequence of the breach;
- c. To carry at his/her/their own cost all internal repairs to the said flat premises and maintain the flat premises in the good and tenable condition and order in which it was delivered by the Promoter and Builders and shall not do or suffer to be done anything in or to the building/s in which the flat premises is situated or the flat premises

which may be given by the rules and regulations and bye-laws of the concerned local authorities or other public authority and in the event of the flat premises purchaser/s committing any act in contravention of the above provisions, the flat premises purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or other public authority;

- d. Not to demolish or cause to be demolished the flat premises or any part thereof nor any alternation in the elevation and outside color scheme of the building/s nor at any time make or cause to be made any addition or a alteration of whatever nature in the building/s, which the flat premises is situated and shall keep the portion, sewers, drains, pipes in the flat premises and appurtenances thereto in good tenable repair and conditions and in particular so as to support shelter and protect the other part of the building/s in which the flat premises is situated and shall not chisel or any other manner damage to columns, beams, walls, slabs or FCC parodies or other structural members in the flat premises, without the prior written permission of the Promoter and Builders and or the Flat premises or part thereof;
- e. Not to do or permit to be done any act or thing, which may render void or avoidable any insurance of the said land and building/s in which the flat premises is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance;
- f. Not to throw rubbish, rags, garbage or to be throw from the said flat premises in the compound or any portion of the said land and the building/s in which the flat premises is situated;
- g. Pay to the Promoter and Builders, within 15 (Fifteen) days of demand his/her/ their share of security deposit demanded by concerned local authority or government for giving water, electricity or any other service connection to the building in which the flat premises is situated;
- h. The Purchaser/s is/are aware that, water is available through natural resources and which is made available to the citizen by the concerned local authority. There is a shortage / shortfall for providing the water and due to restriction, local authority (Municipal Council) may not be able to supply adequate drinking & potable water throughout the year. In that case until the conveyance, the Promoter and Builders shall help the Flat Purchaser/s and their organization for providing required quantity of water by purchasing the same from the market as per availability. All costs there to shall be borne by the Purchaser/s and their organization/ Co-Operative Housing Society/ Apartment Condominium or Limited Company or Property Management Company and Promoter and Builders shall not be liable to bear the costs thereof. In this respect the role of the Promoter and Builders shall be of extending required help and making adequate arrangements at the cost of Purchaser/s;

- i. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the PUNE MUNICIPAL CORPORATION, PUNE/ Competent Authority or/and Government or public authorities on account of change of user of the flat by the flat purchaser/s;
 - j. The flat purchaser/s shall not let, sub-let, transfer, assigns any part with the third party or benefit factor of this agreement to sale or part with the possession of the flat premises until all the dues payable by the flat purchaser/s to the promoter and Builders under this agreement to sale is/are fully paid up and till the formation and registration of the Apartment of Association and /or Co-operative Housing Society and or Ltd. Company as the case may be;
 - k. The flat purchaser/s shall observe and perform all the rules and regulation which the proposed Apartment of Association or Co-operative Housing Society or Limited Company, as the case may be, may adopt at its conception and the additions, alterations, or amendments thereof that may be made for time to time for protection and maintenance of the said building/s and the flat premises therein and for observance and performance of the building/s rules and regulations, bye-laws for the time being of the Competent Authority or concerned local authorities and Government and other public bodies. The flat purchaser/s shall also observe and perform all the stipulation and conditions let down by the proposed co-operative housing society or apartment of association or ltd., company, as the case may be, regarding the occupation and use of the flat premises, in the building/s and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoing in accordance with the terms of this agreement to sale;
 - l. Till final structural conveyance of building/s in which flat premises is/are situated is executed the flat purchaser/s shall permit the Promoter and Builders, Surveyors and Agent/s with or without workmen and others, at all reasonable times to part into and upon the said land and building/s and any part thereof to view and examine the state and condition thereof;
 - m. That nothing herein contained shall construed as entitling the flat purchaser/s any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout, unless specifically agreed and consideration dispensed by the purchaser/s to the Promoter and Builders in this regards;
14. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 948.84 square meters only which is to be used on same project by party of the first part/promoter. It is further also agreed by and between the parties that if party of the first part/promoter and builder plans to revise the plans in future by receiving additional FSI / Paid FSI / Ancillary FSI on his own cost, then the party of the Third Part/Purchaser and the party of the second part/land owners/consenting

parties shall have no any objection about the same and shall not claim any additional benefit and not to be entitled to receive any additional margin or additional area apart from mentioned in the Schedule "A" written hereunder;

15. The Promoter and Builders shall give possession of the said flat premises to the purchaser/s on or before **31/03/2025** and if, the Promoter and Builders fails or neglects to give possession of the flat premises to the purchaser/s on account of, the reasons beyond his/her/their control and of his/her/their agents by the aforesaid date, then the Promoter and Builders shall be liable on demand to refund to the purchaser/s the amounts already received by him/ her /them in respect of the said flat premises, with interest at the same rate as may mentioned in herein above, from the date the Promoter and Builders received the sum till the date the amounts and interest thereon is repaid;

Provided that, the Promoter and Builders shall be entitled to reasonable extension of time for giving delivery of flat premises on the aforesaid date, if the completion of building in which the flat premises is to be situated, is delayed on account of: –

- i. War, flood, drought, fire, cyclone, earthquake, civil commotion, strike, lock down or act of God or act of nature or spread of pandemic diseases or any other calamity caused by nature affecting the regular development of the real estate project and heavily changes in any rules, regulations, bye-laws of various statutory bodies and authorizes from time to time affecting the development and project;
- ii. Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- iii. Non-availability of steel, cement, other building materials, water, electric supply or labour;
- iv. Delay in grant of NOC/permission/license connection/installation and any services such as lifts, electricity and water connections and meters to the scheme/flat, road NOC or Completion Certificate from appropriate authority.
- v. Delay or default in payment of dues, expenses, charges, consideration by the Purchaser/s under these presents;
- vi. Pendency of any litigation or order of the Court;
- vii. Any act beyond control of the Promoter & Builders e.g. Shifting of jurisdiction of the competent authority / shifting of offices and as well as work places of competent authority;
- viii. Delay by Local Authority or granting necessary Completion Certificate or Occupation Certificate;
- ix. Any order of state or central government, judicial or quasi - judicial authority in respect of full or partial lock – down, which cause non availability of labor, steel, cement, sand, bricks and any other construction material and thereby construction works suspends;

16. Procedure for taking possession of the said flat premises;-

- i. The Promoter and Builders, upon obtaining the occupancy certificate from the competent authority and the payment made by the purchaser/s as per the agreement to sale shall offer in writing the possession of the flat premises, to the purchaser/s in terms of this agreement to sale to be taken within 07 days from the date of issue of such notice and the Promoter and Builders shall give possession of the flat premises to the Purchaser/s. The Promoter and Builders agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentations on part of the Promoter and Builders;
- ii. Failure of Purchaser/s to take Possession of Flat Premises:- upon receiving a written intimation from the Promoter and Builders as per above, the Purchaser/s shall take possession of the flat premises from the Promoter and Builders, by paying the balance amount and other payable amount and by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement to sale, and the Promoter and Builders shall give possession of the flat premises to the Purchaser/s;

In case the Purchaser/s fails to take possession within the time provided as above, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable;

17. Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the flat premises (i) in accordance with the terms of this Agreement to Sale, 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 wishes 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, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act; Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 %, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the flat premises;
18. Further, where the manufacturer warranty as shown by the Promoter and Builders to the Purchaser/s ends before the defects liability period and such warranties is/are covered under the maintenance contracts is/are not done / renewed by the purchaser/s, the Promoter and Builders shall not be responsible for any defects occurring due to the same;
19. The purchaser/s shall use the said flat premises or any part thereof only for the purposes, which has been permitted under this agreement to sale and

as per the existing rules and regulations of the Pune Municipal Corporation, Pune / Competent Authority;

20. The purchaser/s has by this document given irrevocable consent to the Promoter and builders herein in respect of to take all benefit as granted by the competent authority till, the handing over possession of the said land with building to the proposed co-operative housing society or apartment of association or limited company as the case may be and the final conveyance of the said land with building in favor of the proposed co-operative housing society or apartment of association or limited company as the case may be and the party of the first part has right and authority to construct additional construction by purchasing FSI/TDR/ DRC of other property, as granted by the competent authority in and upon the said landed property, subject to the provisions of Maharashtra Ownership Apartment Act 1963. The flat purchaser shall have no objection for the said new allotted to be admitted as members of the Association;
21. If, within a period of five years from the date of handing over the flat premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter and Builders any structural defects in the flat premises or the building/s, in which the flat premises is/are situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter and Builders at his own cost and in case, it is not possible to rectify such defects, then the purchaser/s shall be entitled to receive from the Promoter and Builders, compensation for such defect in the manner as provided under the act, Provided, however, that the purchaser/s shall not carry out any alterations of whatsoever nature in the said flat premises of phase/ wing and in specific the structure of the said unit/wing/ phase of the said building/s, which shall include but not limit to column, beams, etc. or in the fittings therein, in particular it is hereby agreed that the purchaser/ s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchens, which may result in seepage of the water. If any such works is/are carried out without the written consent of the Promoter and Builders the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter and Builders and shall not mean defect/s caused by normal wear and tear and by negligent use of flat premises by occupants, vagaries of nature etc.;
22. That it shall be the responsibility of the Purchaser to maintain his unit in a proper manner and take due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage;
23. That the project as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Promoter and Builders, manufacturer/s that all equipment's, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts, so as it to be

sustainable and in proper working condition to continue warranty in both the flat premises and the common project amenities wherever applicable;

24. That the Purchaser/s has/have been made aware and that the Purchasers expressly agrees that the regular wear and tear of the unit / building / phase / wing includes minor hairline cracks on the external and internal walls excluding the RCC structure, which happens due to variation in temperature of more than 20° C and which do not amount to structural defect/s and hence cannot be attributed to either bad workmanship or structural defect/s;
25. It is expressly agreed by and between the parties hereto that, before any liability of defect is claimed by or on behalf of the purchaser/s, it shall be necessary to appoint an expert, who shall be nominated surveyor/s, who shall survey and assess the same and shall then submit a report, to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement to sale;
26. It is hereby agreed by and between the parties that, the party of the first part, in case of death of the purchaser/s, shall give possession & exclusive ownership right of the flat premises to his/her/their legal heir/s or to the remaining alive purchaser/s, (where there are more than one purchaser/s) Provided, the said alive purchaser / nominee/s is/are ready and willing to perform the purchaser's remaining part of contract. In such event the said alive purchaser / nominee/s shall be treated as purchaser/s for all purposes of these presents and notices served on the said alive purchaser/s, nominee/s thereof, shall be treated as sufficient service on all legal heir/s of the purchaser/s;
27. The Promoter & Builders is entitle to use the unutilized and/or additional built up area /FSI/TDR in the present landed property, by floating the same and/or in the same landed property as & when, the same is permitted, either by way of construction of new building/s or extension of the building/s, which is/are presently permitted. The purchaser/s has/have hereby given his irrevocable consent therefor & the Promoter and Builders shall be entitled to revise the plans, get the sanction from the competent authority and construct the additional units/flat premises, permitted by the competent authority & to allot/ sell them to various person/s;
28. The flat purchaser/s has/have hereby given his irrevocable consent there for and the Promoter and Builders shall be entitled to revise the building plan/s, get the same sanction and approved from competent authority, construct the additional flats premises/units permitted by competent authority and to allot/sell them to various person/s. The flat premises/unit purchaser/s shall have no objection for the said new allottee, to be admitted as member/s of the said proposed co-operative housing society and or apartment of association and or ltd., company, as the case may be;

29. Notwithstanding anything contained in this agreement to sale, to the contrary the Promoter and Builders shall be entitled to utilize any balance and/or additional FSI and/or TDR of any open space and/or on terrace above the building/s, either prior to or after completion of building/s & even after conveyance of the said landed property and construction thereon and the Promoter and Builders shall also be entitled to transfer or assign the same to any other person/s;
30. The purchaser/s alongwith other purchasers shall join in formation/ registration of the proposed co-operative housing society and or apartment of association and or ltd., company or like body, that would be formed by the party of the first part and for this purpose the purchaser/s shall sign and execute all relevant document/s including the bye-laws, as prepared by the advocate of the party of the first part, to enable the party of the first part to register the organization within the time prescribed by the said act;
31. In the event of co-operative housing society/apartment of association or limited company or like body is formed, before the sale and disposal of certain flat/s & or the units therein, the co-operative housing society/apartment of association or limited company or like body, so formed, shall be subject to over all authority and control of the party of the first part;
32. The party of the first part shall have absolute authority and control as regards to the unsold premises and in such event, the party of the first part shall not be liable to pay any maintenance or other charges in respect of the unsold units premises to the said co-operative housing society and or apartment of association and or ltd., company, as the case may be, till the sale of the same, to the prospective purchaser/s and the sale proceed thereof received shall absolutely belongs to the party of the first part and such purchaser/s shall be accepted as the member of the co-operative housing society/apartment of association or limited company or like body;
33. After formation of the co-operative housing society or apartment of association and or ltd., company, as the case may be, the party of the first part have sold the unsold units from the said project to the prospective purchaser/s, then the party of the first part, shall not require to pay any transfer fee or any other amount to the said co-operative housing society/apartment of association or limited company or like body;
34. If, due to unavoidable reason/s, which are beyond the control of the party of the first part, delay is caused in formation of the co-operative housing society/ apartment of association or limited company or like body, then the Purchaser/s should pay the actual expenses for the maintenance to the party of the first part till such formation or the period as the party of the first part, as decided later on, after due intimation of the same, to the said units purchasers from the said construction project;
35. It is further agreed by the purchaser/s that, after the formation and registration of the co-operative housing society/apartment of association

or limited company or like body of the said construction project, the Promoter and Builders shall intimate purchaser/s of the respective units, to take/ accept the charge of the said co-operative housing society/apartment of association or limited company or like body and if they fails to take the charge of the same, thereafter, the Promoter and Builders is/are no liable or responsible to maintain the said project/building/s and the purchaser/swill not have right and authority to complaint against the Promoter and Builders before any authority;

36. It is further agreed by the purchaser/s that, the co-operative housing society/ apartment of association or limited company of the units holder of the said building will not formed within time as stated above, then the purchaser/s shall pay the monthly or yearly maintenance till the formation of the co-operative housing society/apartment of association or limited company or the unit purchaser collectively liable to maintain the said building;
37. The purchaser/s herein assures that the present construction project contains two or more wing/building/s and it will take sufficient time to complete the same and therefore, the party of the first part will provide the common amenities and facilities, after completion of the construction work of the said project and the purchaser/s has/have accepted the same and he/she/ they will have no complaint about the same;
38. The Promoter and Builders shall pay all statutory liabilities in respect of the said flat premises until the completion of flat premises and after intimation of completion of the same, the purchaser/s shall pay all such statutory liabilities to the concern authorities from time to time;
39. Nothing contained in this agreement to sale is intends to be construed as a grant, demise or assignment in law of the said flat premises or land or building/s. The Purchaser/s shall have no claim, except, the present flat premises, agreed to purchase from the party of the first part and the party of the second part;
40. It is agreed by the Promoter & Builders and the purchaser/s herein that, the benefits of GST has been already considered at the time of fixing the purchase price of the said unit and he/she/they is/are satisfied about the same and he/she/they assures that, hereinafter, he/she/they will not claim any benefit about the same at the time of accepting the possession of the said unit from the Promoter & Builders and this is one of the condition of this transaction;
41. The Promoter and Builders has agreed to sale said unit/flat to the purchaser/s on unit basis. The measurement and details is/are as per sanctioned building plan of the Pune Municipal Corporation, Pune / Competent Authority and the purchase price is fixed between the parties is lump sum /unit basis and not measurement basis and the purchaser/s is/are satisfied with details of the same and he/she/they has/have no any complaint about the same;

42. In case of any dispute regarding interpretation of any of the terms of this deed/ agreement to sale or any aspect of the transaction including quality of construction work, defective service by the Promoter and Builders, delay in construction work and/ or sale deed, alteration in the plan, parking arrangement, grant of exclusive uses etc. then such dispute shall be referred to the arbitration of a single arbitrator to be appointed by the promoter whose decision shall be final and binding on both the parties;
43. The purchaser/s shall have to obtain the prior permission from the party of the first part before formation and or registration of the co-operative housing society / apartment of association or limited company of the units holder of the said project for transfer the said flat premises or unit therein and after formation and registration of the co-operative housing society/ apartment of association or limited company of the units holder of the said project, the purchaser shall obtain the prior permission of the said co-operative housing society/apartment of association or limited company;
44. The purchaser/s shall pay to the party of the first part the lumpsum amount fixed by the promoter and builder/the party of the first part from time to time as society transfer fee, infra charges, MSEB Charges and before the 1 year maintenance, formation or registration of the co-operative housing society/ apartment of association or limited company of the units purchaser of the said project & after formation and registration of the co-operative housing society/ apartment of association or limited company of the units holder to the said project, as transfer fee or infra charges of the same and if the Purchasers has /have not complete the said deal and requested to cancel the same, then the party of the first part or the said co-operative housing society/apartment of association or limited company of the units holder, is not liable to refund the same to the Purchaser/s herein;
45. Notwithstanding anything contained anywhere in this agreement to sale, it is specifically agreed between the parties hereto that, the Promoter and Builders herein has decided to have the name of the project "**SWAYAM SHIVALAY**" and further erect or affix Promoter's name board at suitable places as decided by the Promoter and Builders herein on a building/s and at the entrances of the scheme. The flat purchaser/s in the said project /building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this agreement to sale;
46. The notices to be served on the purchaser/s shall be deemed to properly serve, if served to the purchaser/s under certificate of posting on his/her/their address as given in the caption of this agreement to sale;
47. This agreement to sale shall always be subject to The Maharashtra Ownership Flat Act 1963 and or The Maharashtra Apartment Ownership Act 1970, Maharashtra Co-op. Societies Act 1960 and/or Real Estate

(Regulation and Development) Act and rules made there under from time to time;

48. All expenses of stamp duty, registration charges, including attorney/s cost and all incidental charges pertaining to present agreement to sale and final conveyance to be borne by purchaser/s only;
49. The consideration of said flat as agreed **Rs. _____/- (Rs _____)** by and between the parties herein and said flat premises as per Govt. ready recknor is valued at **Rs. _____/- (Rs. _____Only)** and the purchaser/s has/have paid herewith necessary stamp duty as per sec. 25(d) the Bombay Stamp Act 1925;

SCHEDULE 'A'

(DESCRIPTION OF THE SAID FLAT PREMISES)

Flat No _____, admeasuring about _____sq. mtr., (Carpet), alongwith enclosed balcony, admeasuring about _____sq. mtr on the _____ Floor in the Building No. "_____", in the proposed multistoried ownership scheme namely "SWAYAM SHIVALAY", (Hereinafter referred to as "THE SAID FLAT ALONGWITH ATTACHED TERRACE/ BALCONY PREMISES)", to be constructed on the land bearing C.T.S. No. 194 and 195, collectively admeasuring about 314.1 Sq.mtr, situated, lying and being at village Hadapsar within the Registration Sub - District of Taluka Haveli, District Pune and within the limits of the Pune Municipal Corporation, Pune and the landed property is bounded as follows:

ON OR TOWARDS THE:-

EAST : By Road,
WEST : By property of Satyaraj Apartment,
SOUTH : By Road,
NORTH : By property of Mr. Sasane,

A N N E X U R E "C"

Reserved Areas :

- a) Terrace (which is allotted to the other Purchaser),
- b) Parking space (which is allotted to the other Purchaser),
- c) Such other areas as shall not be declared as common areas,

Common Areas :

- a) Terrace spaces as shall be declared as Common area,
- b) Parking spaces as shall be declared as common areas,
- c) Open Spaces as shall be declared as common areas,
- d) Stair cases, Lift and Lobby,
- e) Landing in front of the flat,
- f) Such other areas as shall be declared as a common area,

Common Amenities

- (a) Entrance Gate,
- (b) Fire fighting system,
- (c) Generator back-up for lift & common area,
- (i) Vermiculture,
- (j) Solar water heater system,
- (k) Rain water harvesting,

SCHEDULE "D"

(SCHEDULE OF SPECIFICATIONS AND AMENITIES)

1.	Structure	R. C. C framed structure and R. C. C Slab with Terrace.
2.	Walls	6” Internal and 6” External brick walls with loft in Bedroom and Kitchen
3.	Plaster	All the walls will be internally finished with Cement Plaster with Neeru or Sanla and all External Walls will be finished with sand faced Cement Plaster or Rough Plaster.
4.	Flooring	Ceramic Tiles flooring with Skirting in all rooms.
5.	Doors	Main door – Wooden Door Frame laminated with SS fittings.
6.	Windows	Aluminum windows powder coated.
7.	Kitchen platform	Granite kitchen platform with stainless steel sink with two taps.
8.	Tiles	Ceramic Tiles flooring with skirting in all rooms.
9.	Bathroom Tiles	4” Heights glazed tiles dado W.C. and 7” heights glazed tiles in bathrooms.
10.	Bathroom / Toilet / W.C. and Plumbing	PVC Doors in Bathroom / Toilet and W.C concealed fitting with standard good quality accessories with hot and cold water mixer point and shower point and one white colored wash basin of appropriate size.
11.	Electrical wiring	Concealed Copper wiring with conveniently placed adequate light and power points.
12.	Painting	Internal Distemper oil bond, External Cement paint.
13.	Lift	Lift with standard fittings.
14.	Seveage	Seveage Treatment Provision / Disposal Plant Provision.
15.	Water Treatment	Water Treatment Plant and Rainwater Harvesting System.
16.	External Plumbing	External Plumbing work will be done in GI/CPVC and P.V.C. pipes whichever is required.

PROMOTER / BUILDER

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SIGNATURE ON THE DAY AND YEAR HEREIN ABOVE MENTIONED.

NAME AND SIGNATURE	LEFT THUMB IMPRESSION	PHOTO
S.K.ENTERPRISES, (Promoter and Builders), Through its proprietor, <u>Mr. Sagar Ashok Kute</u> (Party of the First Part/Vendor/Assignor) (For himself and as POA Holder of Party of the Second Part/Consenting Party)		
<u>Mr. _____</u> (Party of the Second Part/Purchaser/Assignee/Allotee)		
N THE PRESENCE OF: - 1. _____ _____ _____ _____ 2. _____ _____ _____ _____		