AGREEMENT TO SALE			
THIS AGREEMENT TO SALE IS MADE AND EXECUTED HERE AT			
PUNE ON THIS DAY	OF, 2019.		
BY AND BETV	AEEIA		
M/s. S And S Enterprises PAN NO. AASFS8422L A Partnership Firm, registered under the having its Office at 401,S R Chambers, 007 Through its partners, 1.Smt.AshaArun Sane			
Aged about 61 years, Occupation: Busin	ess		
And /OR			
<b>2.Mr.MilindMarutiSakunde</b> Aged about 57 years, Occupation: Busir Having address as above	ess		
Hereinafter referred to as " <b>THE DEV</b> expression unless repugnant to the commean and include the present Partner heirs, executors, administrators, assigns	text and meaning thereof shall s, Survivor or Survivors, their		
F	PARTY OF THE FIRST PART.		
AND			
1)PAN	<del></del>		
Age –years, Occupation –			

Hereinafter called as the "ALLOTTEE/S",

Both residing at \_\_\_\_\_

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

PARTY OF THE SECOND PART.

#### AND

## M/S I W A Engineering Enterprises

A partnership firm registered under the provisions of Partnership Act, 1932 Having its registered office at S.No.51 Parvati, Pune 411 009

Through its Partners

#### 1. Mr.MilindPrabhakar Joshi

Age about 52 years, Occupation: Business,

## 2. Miss.ArchitaMilind Joshi

Age about 25 years, Occupation: Student, Both having address same as above

Hereinafter referred to as "THE OWNER" and represented by their constituted Attorneys Smt.AshaArun Sane and/or Shri Milind MarutiSakunde.

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners presently constituting the said firm, their respective successor/s executors, administrators & assigns)

### PARTY OF THE THIRD PART.

**WHEREAS** all that piece and parcel of S.No. 51, corresponding CTS No. 3670, admeasuring about 2803.13 Sq.Mtrs (as per 7/12 extract 2804.67 Sq.Mtrs.) out of total area 6370.75 Sq.Mtrs. (as per 7/12 extract 6374.25 Sq.Mtrs.), situated at Parvati, Pune within the limits of Pune Municipal Corporation and within the Registration sub-District Taluka Haveli of District Pune Hereinafter referred to as the "said Property/ project land" and more particularly described in First Schedule written hereunder.

## **AND WHEREAS:**

- a. Amongst other land, land bearingS.No. 51 corresponding CTS 3670, Parvati, Pune, was recorded in the name of Mr. AbajiGovind Joshi.
- b. The said Mr. AbajiGovind Joshi expired intestate on 07.07.1949 leaving behind him his 3 sons, Mr. Madhusudan, Mr. Yashwant and Mr. Prabhakar. Name of one of the aforesaid heirs viz. Madhusudan is entered into 7/12 extract of the aforesaid land as Karta and Manager of HUF, vide ME No. 760.
- c. Mr. AbajiGovind Joshi was holding the aforesaid land as Watandar of class 6 (Service Inam). With implementation of abolition of Service Inam Act, the aforesaid land stood vested in Government. Since the heirs of Late AbajiGovind Joshi have paid an amount equal to 6 times assessment of the aforesaid land,

- the same stood re-granted to the said Mr. Madhusudan Abaji Joshi representing his HUF.
- d. By a Lease Deed dated 18.09.1961, the said Mr. Madhusudan Abaji Joshi in his capacity of Karta and Manager of his HUF granted a lease in respect of the aforesaid land bearing S.No. 51, corresponding CTS 3670 Parvati, Pune, admeasuring about 0 H 71 Ares to a Partnership firm by name M/s I.W.A. Engineering Enterprises. Commonly known as M/s. I.W.A. As per Deed of Reconstitution of Partnership dated 31st January 2011Mr.M.P.Joshi, Mr.S.P.Joshi and Mr.P.A.Joshi were the only partners of the said firm . The term of the lease was for 99 years.
- e. Mr. PrabhakarAbaji Joshi one of the partner of the said firm expired intestate on 18.03.2000 leaving behind him his two sons Mr. Milind and Mr. Shirish and a married daughter Mrs. Seema RajendraSulakhe as his heirs and legal representatives.
- f. One of the partners of the said firm viz. Mr. ShirishPrabhakar Joshi expired intestate on 25.08.2001 leaving behind him his widow, Smt. Manasi and son Mr. Anupam, as his heirs and legal representatives.
- g. The said Mr. Madhusudan Abaji Joshi, by a Deed of Conveyance dated 02.06.2001 conveyed the reversionary rights of the Lessor in the aforesaid land to and in favour of M/s. I.W.A. Engineering Enterprises, then represented by its partners Mr. Milind Prabhakar Joshi and ShirishPrabhakar Joshi.
- h. Mrs. Seema RajendraSulakhe filed a Special Civil Suit No. 126/2003 for partition of the suit properties, including the aforesaid land. The Honourable Joint Civil Judge, Senior Division, Pune, by his order dated 08.07.2010 was pleased to decree off the said suit in accordance with the consent of terms filed by the parties which are at Exhibit 113.
- i. By the said consent decree, land bearing S.No. 51 (CTS 3670), Parvati, Pune admeasuring about 2803.13 Sq.Mtrs. (2804.67 Sq. Mtrs. as per 7/12 extract) out of total area admeasuring about 6370.75 Sq.Mtrs (6374.25 Sq.Mtrs.as per 7/12 extract), which is more particularly described in **Schedule-A** here under written and herein after referred to as 'the said property' was absolutely allotted to the share of the said partnership firm I.W.A. Engineering Enterprises and thru its Partners namely Mr. Milind Prabhakar Joshi and Mrs. Vinaya Milind Joshi under the said Consent Decree. In the said decree, the area allotted to the share of the partnership firm M/s. I.W.A. Engineering Enterprises and its Partners Mr. Milind Prabhakar Joshi and Mrs. Vinaya Milind Joshi was numbered as "Plot No. 1" and shown in plan annexed to the said consent decree.

j. Thus the Owner herein became full and absolute owner of the said property.

**AND WHEREAS** the said owners M/s IWA Engineering Enterprises &Shri.Milind P. Joshi, after the decree of the Special Civil Suit No.126/2003 had applied to the Urban Land Ceiling Authorities and agreed to pay the transfer fee for their share of 44% as per the consent decree for the said Plot No.1. to the State Government, for converting the user from Industrial to Residential use. This is evident from the letter dated 11<sup>th</sup> June 2015 issued by Maharashtra State to Competent Authority Pune Agglomeration, Pune.

**AND WHEREAS** the said owners entrusted the development rights of the said property to M/s S and S Enterprises, through its partners Mr.Arun Sadashiv Sane,&Mr.MilindMarutiSakunde by Development Agreement and corresponding General Power of Attorney dated 6<sup>th</sup> August 2015, registered in the office of Sub-Registrar Haveli No.16 under Document No.6671/2015 and 6672/2015 respectively on the same date.

**AND WHEREAS** in pursuance thereof the said Developers on behalf of the owners M/s IWA Engineering &Shri.Milind P. Joshi, have paid an amount of Rs.5,42,69,900/- (Rupees Five Crores Fourty Two Lakhs Sixty Nine Thousand Nine Hundred Only) in the treasury of the State Government on 15.12.2015 and thereafter the order No.ULC/KA.3/KR-20/91/18, dated 6.4.2018, was issued by the State Government.

**AND WHEREAS**Mr.Arun Sadashiv Sane, one of the partners of M/s S and S Enterprises expired on 8.4.2017 and his wife Smt.AshaArun Sane became partner of the said firm in his place by reconstitution of partnership Deed dated 24.4.2017. The said owners M/s IWA Engineering &Shri.Milind P. Joshi, have executed and registered a General Power of Attorney to new partner Smt.AshaArun Sane and Mr.MilindMarutiSakunde on 31.05.2017 registered in the office of Sub-Registrar Haveli No.16 under Document No.5874/2017 on the same date.

And whereas Mrs. Vinaya Milind Joshi one of the partner of Owner Firm expired on 21.7.2017 and by deed of reconstitution of dated 9.10.2017 Miss Archita Milind Joshi is admitted as a partner to the owner firm.

**AND WHEREAS** the said Developers M/s S and S Enterprises and the said owners of M/s IWA EngineeringEnterprises &Shri.Milind P. Joshi, have executed a Deed of Confirmation on 16<sup>th</sup> February 2018 thereby confirming the allotment of the various tenements to the said owners M/s IWA Engineering Enterprises &Shri.Milind P. Joshi and confirming the changes in the constitution of partnership of M/s S and S Enterprises and M/s IWA Engineering Enterprises . The said Deed of Confirmation is registered in the office of Sub-Registrar Haveli No.21 under Document No.2527/2018 on the same date.

**AND WHEREAS** the said Developers/Promoters purchased TDR admeasuring 782.85 sq.mtrs.from M/s Life Properties by Agreement for sale dated 05.04.2018, registered in the office of Sub-Registrar Haveli no.19 under Document No.4471/2018 on the same date.

**AND WHEREAS** the said Developers/Promoters have purchased TDR admeasuring 656.68 sq.mtrs.from M/s Shri Laxminarayan Reality Pvt.Ltd. by Deed of Transfer dated 10.04.2018, registered in the office of Sub-Registrar Haveli no.10 under Document No.6876/2018 on the same date.

**AND WHEREAS** the said Developers/Promoters have purchased TDR admeasuring 856sq.mtrs.from M/s Rushabh Infrastructures by sale deed dated 13.12.2018, registered in the office of Sub-Registrar Haveli no.23 under Document No.19488 /2018 .

**AND WHEREAS** the Owner firm have transferred an area of 389.32sq.mtrs out of the layout of the said total land to Pune Municipal Corporation for Road by Transfer Deed dated 12.03.2019 registered in the office of Sub-Registrar Haveli No.15 under Document No.4001/2019.

**AND WHEREAS** the Developers have appointed M/s.SandeepHardikar& Associates as Architects and also the Structural Engineer M/s. S.W.Mone& Associates for providing supervision for construction of the building proposed to be constructed on the said property.

**AND WHEREAS** the Developers had submitted the plans for the building proposed to be constructed on the said property for sanction to the Pune Municipal Corporation, where were initially sanctioned by Commencement Certificate No.CC/1343/17 dated 14.8.2017 and revised by Commencement Certificate No.CC/3601/18 dated16/02/2019

**AND WHEREAS** the building to be constructed on the said property shall be known as **WINDSOR TOWER**and shall consistof one buildinghaving Basement+ Parking + 12storeys. The building consists of commercial offices, showrooms and residential flats. Theexclusive use of covered car parks would be granted to the Allottee/sof theflats/offices/show rooms as well as landowners, in the said scheme.

**AND WHEREAS**the Allottees have applied to the Promoter for allotment of an Apartment No. \_\_\_\_ on \_\_ floor in **the** building called Windsor Tower being constructed on the said the said property/Project land.

**AND WHEREAS** the Allottee is offered an Apartment bearing number \_\_\_\_ on \_\_ floor in the building called**Windsor Tower** ( herein after referred to as the said "Apartment and described in **Third Schedule** written hereunder") by the Promoter.

and whereas the carpet area of the said Apartment is square meters, the carpet area of the enclosed balcony attached to the said Apartment is \_\_\_\_\_sq.mtrs and carpet area of the terrace adjacent to this Apartment is \_\_\_\_\_sq.mtrs. ("carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottees or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottees, but includes the area covered by the internal partition walls of the apartment) as per RERA.

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

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

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

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

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

**AND WHEREAS** while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

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

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

**AND WHEREAS** the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no.;

Copy of which is annexed hereto as **Annexure "F"** hereof

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

# NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The Promoters shall construct the said building in accordance with the plans sanctioned by the PMC and revised from time to time. The Purchasers are aware that the building plans will have to be revised by the Promoter from time to time for which the Purchaser has no objection. It is also agreed by the Allottee/s that the Promoters are entitled to make any reasonable alterations or variations in the said plan as may be required by the Promoters or by the concerned local authority. It is further agreed by the Purchaser/s that if the local permits additional construction authority any in the said buildingsand/or the said property, it shall be the sole and exclusive right of Promoter to construct the same.

1.a (i) The Allottee/s hereby agrees to purchase from the Promoter
and the Promoter hereby agrees to sell to the Allottee/s
Apartment/Flat No having carpet area admeasuring sq.
mtrs., the carpet area of the enclosed balcony issq.mtrs and
carpet area of the terrace adjacent to this Apartment is
sq.mtrs. onfloor in the building called Windsor Tower
(hereinafter referred to as "the Apartment") as shown in the Floor plan

thereof hereto annexed and marked Annexures C-1 for the consideration of **Rs.\_\_\_\_\_ /-(Rs.\_\_\_\_\_ only)** including being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.

1(b) The Allottee/s agree that the Allottee is liable to pay 5% of the agreed consideration towards GST, which comes to Rs.\_\_\_\_\_ /-. The Allottee/s agree to pay the said GST amount from time to time as per demand raised by the Promoter. The Allottee is aware that now the Allottee/s shall not be entitled to get any benefit of GST to be passed on to the customer/Allottee at the end of the project, as per the new GST Norms to be applicable from 1<sup>st</sup> Aril 2019 or as amended by Government from time to time.

	to pay the aforesaid consideration of <b> only)</b> in the following manner:-
a. Rs.	paid by the Allottee/s as advance payment of application fee, by prior to the execution of this agreement(the receipt whereof, the Developers do hereby admit and acknowledge)
b.Rs.	at the time of completion of plinth.
c.Rs	at the time of completion of first slab.
d.Rs.	at the time of completion of second slab.
e.Rs.	at the time of completion of third slab.
f.Rs.	at the time of completion of fourth slab.
g.Rs.	at the time of completion of fifth slab.
h. Rs.	at the time of completion of sixth slab.
i. Rs.	at the time of completion of seventh slab.
j. Rs.	at the time of completion of Eighth slab.

k. Rs.	at the time of completion of nineth slab.
I. Rs.	at the time of completion of tenth slab.
m. Rs.	at the time of completion of eleventh slab.
n. Rs.	at the time of completion of twelfth slab.
o. Rs.	at the time of completion of thirteenth slab.
p. Rs.	On completion of Brick work of the Apartment.
q. Rs.	On completion of Internal & External Plastering.
r. Rs.	On completion of Tiles & Plumbing work internal.
s. Rs.	On Possession on or after receipt of occupancy certificate or completion certificate.

# Rs. Total consideration

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

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

- 1(e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(f) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association/society of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
- 3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is7241.43 square meters only and Promoter has planned to utilize Floor Space Index of 7241.43 sq.mtr. by availing of TDR or paid FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 7241.43 sq.mtr. as proposed to be utilized by him on the project

land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

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

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

- 5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'E'**, annexed hereto.
- 6. The Promoter shall give possession of the Apartment to the Allottee on or before 31.12.2021. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the

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

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

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii)Any other event beyond control of the Promoters
- (iv)Changes in any rules or regulations, bye laws of various statutory bodies and authorities affecting the development and project or
- (v)Delay in grant of any Completion Certificate / Part Completion Certificate / NOC / permission / license/ connection for installation of any services, such as lifts , electricity, sewage treatment plant, water treatment plant and water connections and meters to the project / Apartment / Road or Completion Certificate from Appropriate Authority or
- (vi)Delay or default in payment of dues by the Allottee under these present (without prejudice to the right of the Promoters to terminate this Agreement under clause mentioned hereinabove),
- (vii)In case of any litigation been filed by any person affecting the construction and/or restrained/stayed/ hold by order of any court,
- (Viii)In all the above stated events the period of possession will automatically stand extended, and the Allottee do hereby agrees the same.
- 7.1 **Procedure for taking possession** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 7.3 **Failure of Allottee to take Possession of [Apartment]:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

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

- 8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence only. They shall use the garage or parking space only for purpose of keeping or parking vehicle.
- 9.The Promoter hereby assures that it will form a Co-operative Society/Association of the purchasers in the said project within three months from the date on which fifty one percent of the total number of Allottees in such a building have booked their apartment & the promoter has received entire amount from the Allottees. However, any delay towards affixing signature of Allottee's on such Society Formation documents and procedural delays on account of Co-operative department will not be to the account of the Promoter.
- 10. The Allottee along with other Allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association and for becoming a member, including the byelaws of the proposed Society/Association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the

common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 10.1 The Promoter shall within three months of registration of the Society or Association, as aforesaid (which shall be formed on completion of the phase), cause to be transferred to the society or Association all the right, title and the interest of the Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 10.2 The Promoter shall, on completion of the entire project cause to be transferred to the Society/Association all the right, title and the interest of the Original Owner / Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 10.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other necessary and incidental to the management and expenses maintenance of the project land and building/s. Until the Society or Association is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional contribution@Rs.\_ sq.ft. on salable area for period of two years (i.eRs.\_\_\_\_ \_\_ /-)at the time of possession towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
- 11. The Allottee shall pay to the Promoter a sum of Rs.\_\_\_\_\_/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, for share money, entrance fee ,for formation & registration of society and or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

## 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project landas declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed hereinabove;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report if any;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing/phase and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment]

- which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottees at the end of the project, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area of the structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- 14. **Use of Parking Space** There is no sufficient covered parking space available for each flat, hence, for the purposes of convenience and avoidance of disputes, the Promoter may mark open parking spaces for the exclusive use of any Allottee, to whom covered parking space is not provided. The Allottees of the covered parking space as well as other Allottees shall not object the use of such marked open parking space by the respective Allottees who has been permitted to use. However, the said permission of exclusive use is subject to confirmation by the Co-Operative Society and/or other ultimate body which will be formed. The Promoter shall not be responsible in case the Co-Operative Society/Association disturbs such arrangement of open parking spaces. In case, such permission of marked open parking space gets cancelled then the Allottee/s shall not be entitled to ask for refund of any amount or compensation as price herein agreed is only for the flat and permission to exclusive use is made ex-gracias for beneficial enjoyment of the same. The Allottee/s further agrees that they will not challenge any permission granted for use of any parking space to other purchaser by the Promoter.
- 15. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:-
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make

addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

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

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or otherstructural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned

local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated. viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Individual Apartment owner of the association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Society/Individual Apartment owner of the association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 16. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or any part thereof. The Allottee shall have no claim save

and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Association and until the project land is transferred to the Society orIndividual Apartment owner of the association as hereinbefore mentioned.

### 18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment].

### 19. BINDING EFFECT

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

# 20. ENTIRE AGREEMENT

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

#### 21. RIGHT TO AMEND

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

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

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

#### 23. SEVERABILITY

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

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

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

## 25. FURTHER ASSURANCES

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

### 26. PLACE OF EXECUTION

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

of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

- 27. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 28. That all notices to be served on the Allottee and the Promoter as contemplated by thisAgreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allotte: Mr.

Ms.

Address :,

Notified Email ID:

M/s Promoter name: M/s. S and S Enterprises

(Promoter Address):Office No.401-402 S R Chambers, Nagras Road,

Aundh, Pune 411007.

Notified Email ID: Abhishek@iconpune.com

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

## 29. JOINT ALLOTTEES

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

- 30. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.
- 31. Dispute Resolution: Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estates Regulatory Authority or Adjudicating officer appointed as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

# 32. GOVERNING LAW

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

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

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

We say received. The Promoter/s.

## **FIRST SCHEDULE**

(Description of the said property/Project land)

All that piece and parcel of S.No. 51 (P),corresponding CTS No. 3670, admeasuring about 2803.13 Sq.Mtrs (as per 7/12 extract 2804.67 Sq.Mtrs.) out of total area 6370.75 Sq.Mtrs. (as per 7/12 extract 6374.25 Sq.Mtrs.), situated at Parvati, Pune within the limits of Pune Municipal Corporation and within the Registration sub-District Taluka Haveli of District Pune and is bounded as follows:-

## On or towards:

East: By Pune Satara road,

South: By D.P 9 Meter road and beyond that

S.No. 50, 52 and 53 Parvati, Pune.

West: By S.No. 50, 52 and 53, Parvati, Pune

North: By Part of Unit No. 2 and Unit No.3 of S.No. 51,

Parvati, Pune

## **SECOND SCHEDULE**

A.(Description of common amenities and areas)

- Lift of reputed company
- Power back up for lift, common lighting & water pump.
- > Solar water heating system of capacity 150 Lit. per flat.
- Rain water harvesting

- > Vermiculture unit for wet garbage disposal.
- > Automatic water level controller for underground & overhead water tank.

#### B. Limited common areas and facilities

- a. Partition walls between the two units shall be limited common property of the said two units.
- b. Stair case
- c. Passage
- e. Overhead water tanks , water pump & meter
- f. Common electric meter for common lights

# THIRD SCHEDULE DESCRIPTION OF FLAT/APARTMENT

A Residential Apartment /Flat Noon the floor Building/wing				
no."" of <b>WINDSOR TOWER</b> admeasuring carpet area				
Sq.mtrs. and carpet area of the enclosed balconysq.mtrs.				
and carpet area of attached terrace admeasuringSq.mtrs. and				
one covered car parking space admeasuring about 100 sq.ft. = 9.29				
sq.mtrs.being constructed on the project land described in First				
Schedule written hereinabove, and which premises are more				
particularly shown in the plan annexed hereto.				

## <u>ANNEXURE - E</u> SPECIFICATIONS AND AMENITIES

# - Structure

- R.C.C structure with earthquake resistant design.
- AAC Blocks Masonry for strong and smooth walls.

#### - <u>Flooring</u>

- Premium 800X800 vitrified floor tiles in all rooms.
- Premium Anti Skid Ceramic tiles in bathrooms, terraces / sit out and dry terraces.

# - Plaster

- Sand Faced Plaster on External walls
- Gypsum finish internal plaster to leave smooth finish on all internal walls.

### - PAINT

External acrylic and internal Luster Paint.

## - Windows & Doors

- Granite window sills for all windows.
- Branded powder coated 3 track sliding windows with mosquito net and Safety

grills to all windows.

- Branded Aluminum Sliding Doors with mosquito net for Sit outs.
- Attractive main entrance door with safety door.
- · Good quality internal laminated flush doors.

## - Electrification

- TV points all Living room and all bedrooms.
- Concealed copper wiring electrification with branded Modular switches with multiple points.
- Single phase electrical supply for all flats
- Earth leakage circuit breakers and miniature circuit breakers.
- Provision for AC in all bedrooms and living room.
- · Inverter back up for all flats.
- Ceiling fans and tube lights in all rooms and exhaust fans in kitchen and all bathrooms.

## - Kitchen

- Granite kitchen platform with stainless steel sink.
- High quality glazed tiles for kitchen dado up to ceiling.
- Dry Utility balcony with provision for washing machine.
- Water purifier in kitchen.

# - Bathrooms

- Granite door frames for Bathrooms
- Toto or equivalent high quality ceramic sanitaryware.
- Designer glazed tiles upto lintel level for walls in bathrooms.
- Grohe or equivalent high quality CP fittings with hot & cold mixers in bathrooms.

# SCHEDULE 'D' LIST OF PREMIUM COMMON AMENITIES

- ❖ EXCELLENT ELEVATION TO THE PROPOSED BUILDING.
- ❖ COVERED PARKING SPACE WITH PROVISIONS FOR MECHANICAL PARKING.
- DESIGNER ENTRANCE LOBBY.
- ❖ SOLAR WATER HEATING SYSTEM AS PER PMC NORMS

- \* RAIN WATER HARVESTING AS PER PMC NORMS.
- ❖ PREMIUM BRANDED LIFT WITH POWER BACKUP.
- ❖ INTERCOM FACILITY CONNECTED WITH MAIN GATE SECURITY
- ❖ CCTV CAMERAS FOR COMMON AREAS.
- ❖ COMMON TOILET IN PARKING FOR DRIVERS & SECURITY STAFF
- ❖ FIRE FIGHTING SYSTEM AS PER PMC NORMS

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

SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPERS FOR M/S S. and S. Enterprises PARTNERS and as constituted Attorneys of the Owners SMT.ASHA ARUN SANE	
And/Or	
MR.MILIND MARUTI SAKUNDE	
SIGNED AND DELIVERED BY THE WITHIN NAMED <b>Allottee/s</b> 1	
2	
In Presence of ;	
1.Signature- Name – Address –	

2.Signature-Name-Address-