

//SHREE//

**ALLOTMENT LETTER**

Date:

**To,  
Sou. /Shri****Sub : Allotment Letter**

Dear Sir,

We have allotted **Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor having Carpet****Area \_\_\_\_\_ sq.mt. ( as per RERA) in Vasant Kunj** situated at C.S.No 476/1 plot no.02 at kupwad, Tal: Miraj, Dist: Sangli 416436, for total considaretion of RS \_\_\_\_\_/-(\_\_\_\_\_) excluding Stamp duty,registration charges and other Govt taxes as applicable.

Thanking you

Yours faithfully

Mr. Santosh B Ashtekar

//SHREE//

**AGREEMENT OF SALE**

THIS AGREEMENT is made executed at Sangli on this <sup>th</sup> Day of \_\_\_\_ 2018 Value  
of Agreement **Rs. . . . .**

**(Rs. . . . . Only)**

Between

**I.**

**A.**

[1] Shri. Deepak Vasantrya Suryawanshi

Age: 40 yrs Occupation: Builders/Developers

**Power of attorney holder**

**SANTOSH BHAGWAN ASHTEKAR ENGINEERS AND  
CONTRACTORS PROPRIETOR**

**PROPRIETOR: SHRI. SANTOSH BHAGWAN ASHTEKAR**

Age: 44 years, Occu.: Builder

Pan: ABFPA0499R Aadhar No. 393418321998

R/o. Flat no G1, Omkar Apartment, mali colony, Warnali road, Vishrambag,  
Sangli **(LAND OWNER)**

**B. SANTOSH BHAGWAN ASHTEKAR ENGINEERS AND CONTRACTORS**

A individual firm having its principal place of business at 4090/C, Omkar

Apartment, Lane No 8, Warnali, Sangli 416415 through its Proprietor:

**PROPRIETOR: SHRI. SANTOSH BHAGWAN ASHTEKAR**

Age : 42 years , Occu. : Builder

Pan : ABAPA0499R Aadhar No. 393418321998

R/o. Flat no G1, Omkar Apartment, mali colony, Warnali road, Vishrambag,  
Sangli

**(DEVELOPER)**

Hereinafter referred to or called as “**THE PROMOTERS/ OWNER**” (which  
expression shall unless repugnant to the context or meaning thereof be deemed to mean and  
include its successors in interest, executors, administrators and permitted assignees,  
including those of the respective partners) **PART OF THE FIRST PART**

AND

**II. MR. . . . .**

PAN: . . . . .

Age: . . yrs. Occu.: . . . . .

R/o. . . . .

Hereinafter refereed to or called as “THE PURCHASER” (which expression unless repugnant to the context or meaning thereof shall mean and include He / She / They themselves and His / Her / Their heirs, executors, administrators) **PART OF THE SECOND PART**

#### **AND WHEREAS**

A. All that property which is more particularly described in the Schedule-1 written hereunder, hereinafter is referred as "THE SAID LAND", is owned by THE OWNER ( First Part ) herein and their names are shown in revenue record as the owners and possessors.

B. The Promoters herein have floated the project on the said land consisting of commercial & residential Units and appurtenant common amenities in the project and absolute authority / rights to develop the said land, by constructing multistoried buildings, etc. thereon and has exclusive right to sell, lease, mortgage or to transfer the same by whatever way the promoter likes etc. the Units; tenements and terraces, reserved/restricted areas, garden area, outhouse, space for advertisements on the terrace, space for installation tower/s of wireless communication on the top terrace of the building, which is under construction or to be constructed on the said land by the Promoter and to enter into agreements with the Purchaser/s, Mortgagees, lessees, allottee etc. and to receive sale price and deposit and other charges in respect thereof.

C. The Promoters herein have appointed Mr. Pravin Patil (Architectural Designing) to design the building, The Promoters herein have appointed Mr. A.B.Kulkarni and Associates Sangli as their Structural Engineer for the preparation structural design of the building which is/are under construction on the said land. The Promoters herein have reserved right to change aforesaid Engineers before the completion of the building.

D. The Promoters herein have obtained from Sangli-Miraj-Kupwad City Municipal Corporation sanction to the buildings plan of the buildings which are under construction or to be constructed on the said land vide Commencement Certificate **No. 181/51/2018 dated 07/09/2018 which** has to be renewed and revised if required for using necessary FSI of the said land.

E. The Purchaser/s herein has/have demanded from the Promoters and accordingly they have given inspection to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the Promoter and such other documents as are specified under the Real Estate ( Regulation and development ) Act 2016. (hereinafter referred to as "THE SAID ACT") and rules made there under.

F. Details of the tenement is annexed hereto as Annexure-1, Plan showing the said land along with the access road and building layout is annexed hereto as Annexure-2, tenement floor plan of the building in which accommodation under transaction, is annexed

hereto as Annexure-3, Parking Floor plan is annexed hereto as Annexure-4, specifications of the buildings and tenements as agreed to be provided is annexed hereto as Annexure-5, Commencement Certificate is annexed hereto as Annexure-6, property card extract showing the nature of the title of the owners of the said land is annexed hereto as Annexure-7, Map of the property where on the construction is to be made showing the land is annexed hereto as Annexure- 8 and copy of the Certificate of the title, issued by the Advocate of the Promoter is annexed hereto as Annexure-9.

G. After the Purchaser/s's enquiry, the Promoters herein have requested to the Purchaser/s to carry out independent search by appointing his/ her/their own Advocate and to ask any queries, he/ she/they had regarding the marketable title and rights and authorities of THE OWNER and the Promoter herein. The Purchaser/s has/have satisfied himself/herself/themselves in respect of the marketable title of the owners of the said land and interested parties therein and further rights and authorities of the Promoter purchaser going through all the conditions stated in sanction plan & have further confirmed that all such conditions shall be bound & abided by the purchaser strictly on confirmation of accepting all conditions in sanction plan, Also purchaser has independently made himself AND WHEREAS the allottee has independently made himself aware about the specifications provided by the Promoter and his is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same herein therefore, has/have agreed to purchase the residential tenement which is more particularly described in the Annexure-1 herein and shown on the plan annexed hereto as Annexure-3 (hereinafter referred to or called as "THE SAID ACCOMMODATION").

H. The Purchaser/s herein is/are aware of the fact that the Promoters herein have entered or will enter into similar or separate agreements with several other person/s and parties in respect of the other Unit/s, residential tenement/s, terraces, parkings, land adjacent to the building, within the said land for garden etc.

**NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

**1. CONSTRUCTION:**

As stated hereto before, the Sangli-Miraj-Kupwad City Municipal Corporation has sanctioned buildings layout plan for the said land and further the building plans of the building which are under construction on the part of the said land and which plan/s will have to be renewed or revised if required by the Promoter from time to time for using the full FSI of the said land as well as permitted TDR. The Promoters herein shall continue and complete the construction of the buildings on the said land, in accordance with the plans, designs and specifications approved or to be approved by the concerned authority or within

building construction rules and regulation of the Local Authority or Concerned Development Controlling Authority. The approved plan has been seen separately and approved by the Purchaser/s, subject to such alterations and modifications as the Promoters in its/their sole discretion may think fit and necessary or may be required by the concerned local authority / Development Authority / Government, to be made in the same.

## **2. ALTERATION AND MODIFICATION IN SANCTIONED BUILDINGS PLANS:**

The Promoters herein have specifically informed the Purchaser that, the present sanctioned buildings plans received from the concerned Development Controlling Authority / Local Authority is for the FSI available at present, the Promoters herein have specifically reserved right to change the building layout and building plans and hence the Purchaser/s hereby gives his/ her/ their irrevocable consent to the Promoters herein to carry out such alterations, modifications in the building layout and buildings plans of the building which are under construction or to be constructed on the said land and to change the place of parking lot, building layout and also plan/s sanctioned or to be sanctioned for the building under construction or to be constructed and to change elevation of the buildings, landscaping, boundary walls or fencing and to convert constructed portion into terraces or vice a versa, as the Promoters in their sole discretion may thinks fit and proper and/or such modifications and alterations which are necessary in pursuance of any Law, rules, regulations, order or request made by the Local Authority, Planning Authority, Competent Authority or Government or any Officer of any Local Authority.

Provided that, the Promoters herein shall have to obtain prior consent in writing of the Purchaser/s if such alterations and modifications affect the internal construction or the area of the said Accommodation and for that also the Purchaser/s herein shall have no right to withhold such permission without any reasonable cause and shall give such permission (without demanding any amount under whatsoever head, except reduction in area of the said accommodation) as and when required by the Promoters herein.

## **3. CONSIDERATION OF THE ACCOMMODATION:**

Relying upon the Purchaser/s representation and the assurance, the Promoters herein have agreed to sell and the Purchaser/s herein has/have agreed to purchase all that residential accommodation bearing **FlatNo. . . . , on . . . . having Carpet Area of the said Apartment is .....sq mtrs and carpet area means the net usable floor area of an flat , excluding the area covered by the external walls, areas under services shafts flat for exclusive use of the Purchaser or verandah area and exclusive open terrace area**

**appurtenant to the said Apartment for exclusive use of the Purchaser , but includes the area covered by the internal walls of the Flat.** situated in **VASANT KUNJ APARTMENT** along with the appurtenances thereto is more particularly described in the Annexure-1 annexed hereto i.e. "THE SAID ACCOMMODATION", at or for total consideration of **Rs. .... (Rupees .... only)** including proportionate price of the common areas and facilities which are more particularly described in the Schedule but excluding all expenses of stamp duty and **registration fees and other Govt. Taxes, L.B.T., GST**, if any, etc., which will have to be paid by the Purchaser/s to the Promoters or concerned authority separately and if such amount is paid by the Purchaser to the Promoters then the Promoters will issue the receipt to that effect to the Purchaser. The nature, extent and description of the common areas and facilities and restricted areas and facilities, which are more particularly described in the Schedule-11 written hereunder. The Promoters herein has agreed to provide the specification in the said Accommodation, which are more particularly described in the Annexure- annexed hereto.

It is specifically agreed and understood between the parties hereto that, the Purchaser/s herein has agreed to purchase and Promoters herein have agreed to sell the said accommodation on ownership basis at the rate on carpet area of the said accommodation on lump sum basis, at or for consideration as stated hereto before.

The Promoter has agreed to sale and purchaser agrees to purchase 10 square meter parking at the basement of the building which is allotted in the 1<sup>st</sup> General Body meeting.

#### **4. PAYMENT IN INSTALLMENTS:**

The Purchaser/s herein is well aware that, the building in which the said Accommodation is situated is under construction on the part of said land, construction of which is in progress and considering the present status of the construction of the same, the Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Promoters herein in the following manner:-

The purchaser agrees and understands that timely payment towards purchase of the said flat as per payment plan /schedule hereto is the essence of the Agreement. The purchaser has paid on or before execution of this agreement a sum of Rs. ( Rupees.....) as advance payment and hereby agrees to pay to that Promoter the balance amount of Rs.....( Rupees only ) in the following manner

| Sr.No.       | Percentage | Amount          | Stages  |
|--------------|------------|-----------------|---|
| A            | 10%        | Rs. ....        | After execution of agreement                    |
| B            | 20%        | Rs. ....        | At the time of Basement top slab complete       |
| C            | 20%        | Rs. ....        | At the Time of Ground/First Floor Slab Complete |
| D            | 20%        | Rs.. ....       | At the Time of third/ fourth Floor Top Slab     |
| E            | 10%        | Rs. ....        | At the time of Brickwork                        |
| F            | 5%         | Rs. ....        | Complete/ Internal Plaster/ External Plaster.   |
| G            | 5%         | Rs. ....        | At the time of Flooring of The said flat        |
| H            | 5%         | Rs. .. ....     | After plumbing / windows/ Door / Stairecase     |
| I            | 5%         | Rs.             | At the time of possession                       |
| <b>Total</b> |            | <b>Rs. ....</b> | <b>Total amount</b>                             |

The Purchaser/s herein shall pay the aforesaid consideration to the Promoters in the name **‘SANTOSH BHAGWAN ASHTEKAR ENGINEERS AND CONTRACTORS’** due date or within 7 days from the Purchaser/s receiving the written intimation from the Promoters calling upon the Purchaser/s to make the payment. Payment in time is the essence of the contract.

The purchaser herein specifically agrees that shall pay the aforesaid along with GST as such other taxes if any without any delay. Payment of any installment if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the purchaser or by housing finance companies / bank etc on behalf of purchaser

#### 5. **OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY: -**

It is hereby agreed that the Promoters and the Purchaser/s herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting completion certificate. The Purchaser/s herein shall not be entitled to claim possession of the said Accommodation until the completion certificate in respect of the said Accommodation is received by the Promoters from the Local Authority and the Purchaser/s herein has paid all dues payable under this agreement in respect of the said accommodation to the Promoters.

Howsoever for the purpose of defect liability on towards the developer, the date shall be

calculated from the date of handing over possession to the purchaser for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit / building / phase / wing as stated in the said agreement. That further it has been agreed by the purchaser that any damage or change done within the unit sold or in the building /phase / wing done by him / them or by any third person on and behalf of the purchaser then the purchaser expressly absolves the developer from the same.

**6. UTILISATION OF FSI / FAR / TDR:-**

It is hereby declared that, sanctioned plan/s has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the aforesaid plan/s. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said land transferred on other property or FSI of the other property transferred on the said land is also shown or on sanction will be shown in the sanction building plan/s. In this agreement, the word FSI or floor area ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

The Promoters shall have right of pre-emption or first right to utilize the residual or available FSI or which may be increased for whatsoever reason in respect of the said land or any other FSI or TDR (Build able Potential) granted by the appropriate authority and allowed to use the same on the said land by constructing or raising any additional floor/s of the building which is/are under construction or to be constructed on the said land. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and separate consent will not be required.

**7. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:-**

The Promoters herein have made full and true disclosures to the Purchaser/s as to the title of THE OWNER and rights and authorities of the Promoters in respect of the said land and TDR (if any) as well as the encumbrances, if any, known to the Promoters. The Promoters herein have also requested to the Purchaser/s to carry out the search and to investigate the Marketable Title of THE OWNER and rights and authorities of the Promoters, in respect of the said land by appointing his/her/their own advocate. As required by the Purchaser/s the Promoters herein have given all information to the Purchaser/s herein and he/she/they is/are acquainted himself /herself/ themselves with all the facts as to the Marketable Title of THE OWNER and rights and authorities of Promoters and after satisfaction and acceptance of title has/have entered into this agreement. The Purchaser/s hereinafter shall not be entitled to challenge or question the title of THE OWNER and the right/authority of the Promoters in respect of the said land and further Promoter's rights and



authority as to enter into this agreement.

**8. PAYMENT IN DUE TIME IS THE ESSENCE OF THE CONTRACT: -**

It is hereby agreed that, the time for the payment as specified above is the essence of the contract and on failure of the Purchaser/s to pay the same on due dates, it shall be deemed that, the Purchaser/s has/have committed breach of condition of this agreement and the Promoters herein shall be entitled to take such action as they/its is/are entitled to take in case of breach of any condition of this agreement, including termination of the agreement.

**9. INTEREST ON UNPAID DUE AMOUNT: -**

Without prejudice to the right of the Promoters to take action for breach arising out of the delay in the payment of the installments on the due dates, the Purchaser/s shall be bound and liable to pay interest @ 12% per year or part thereof monthly rest, on all the amounts which become due and payable by the Purchaser/s to the Promoters till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this agreement, nor shall it be construed as condonation of the delay by the Promoters against delay in payments by the Purchaser/s.

**10. TERMINATION OF AGREEMENT: -**

a) If the Purchaser herein violates any terms and conditions of this agreement for whatsoever reason including non payment of agreed consideration within stipulated period then, the Promoters herein shall have absolute right and authority to terminate this agreement by giving 15 days prior notice in writing of his/her/their intention to terminate this agreement, by stating specific default, breach or breaches of the terms and conditions being grounds behind intention of termination of the agreement and the Purchaser herein within reasonable time may get the default rectified and which period will not be more than 15 days from the receipt of such notice. After giving notice in writing, if the Purchaser herein fails to rectify the default / breach of terms and conditions within aforesaid stipulated period, then the Promoters herein shall have absolute authority to issue the 15 (fifteen) days prior notice in writing by Registered Post A. D. of its/their intention to terminate this agreement and pointing out the breach or breaches of the terms and conditions on account of which it is intended to terminate this agreement, and the Purchaser/s has/have failed and/or neglected to rectify the breach or breaches within the period of 15 days of such notice. On expiry of such notice period, the Promoters herein shall be entitled to issue Second Notice as to the termination of the Agreement and thereafter the Promoters herein entitled to deal with the said accommodation with the prospective buyer.

b) For whatsoever reason if the Purchaser herein desire to terminate this agreement / transaction in respect of the said accommodation then, the Purchaser herein shall issue 15 days prior notice to the Promoters as to the intention of the Purchaser and on such receipt of notice the Promoters herein shall be entitled to deal with the said accommodation with prospective buyers.

c) It is specifically agreed between the parties hereto that, if the transaction in respect of the said accommodation between the Promoters and Purchaser herein terminated as stated in sub-para (a) and (b) hereinabove written then all the instruments under whatsoever head executed between the parties hereto or between the Promoters and Purchaser herein shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

d) On termination of transaction in respect of the said accommodation as aforesaid the Purchaser herein shall be entitled to receive the amount being refund of consideration paid by the Purchaser to the Promoters after re-dispose of said accommodation by the Purchaser as under: -

i) If the Promoters is able to dispose off the said accommodation for the same consideration or higher consideration as to the consideration agreed between Promoters and Purchaser herein then, the Purchaser herein is entitled to receive and Promoters herein is bound to pay the entire part consideration paid by the Purchaser to the Promoters in pursuance of this present without any interest or any additional amount under whatsoever head.

ii) If the Promoters able to dispose off the said accommodation for the lesser consideration as to the consideration agreed between Promoters and Purchaser herein then, the Promoters herein shall be entitled to deduct the such less amount of consideration from the amount paid by the Purchaser herein to the Promoters towards the part consideration of the said property and shall refund balance amount without any interest or any additional amount under whatsoever head and accordingly the Purchaser herein shall be entitled to receive the same.

e) Notwithstanding any of the above clauses in the event of the Promoters unable to give possession of the said accommodation on the due date reasons of there being any adverse order being passed in any proceeding by, any Court, the Purchaser will be entitled to terminate this agreement and on such termination the Promoters shall within 60 days of such termination refund the entire amount received under this agreement with interest at the rate of 9% per annum.

#### 11. **SPECIFICATIONS AND AMENITIES: -**

The specifications of the said Accommodation and fixtures, fittings and amenities to

be provided by the Promoters to the said Accommodation or to the said building being in which said accommodation is situated are described in the Annexure-5 annexed hereto. In the scheme multi storied high-rise buildings are under construction and considering to maintain the stability of the buildings and internal structures, the Promoters herein specifically informed by its consultant not to allow any internal changes, as to shifting of walls, toilets, chiseling walls and R.C.C. members and hence the Promoters herein prior to enter into this instrument specifically instructed to the Purchaser/s herein that, his/her/their request to provide any shifting of walls etc. and no deduction in consideration will be given for material or labor on account of any change or modification or alteration will not be accepted.

## 12. **DELIVERY OF POSSESSION: -**

It is agreed between the parties hereto that, the Promoters herein have to complete the construction of the said accommodation on or before **31/03/2021** for **VASANT KUNJ APARTMENT** and thereafter hand over the possession of the same to the Purchaser herein. After completion of construction of the said accommodation in all respect, the Promoters herein shall inform in writing to the Purchaser that, the said accommodation is ready for use and occupation and on receipt of such letter the Purchaser herein shall inspect the said accommodation in all respect and get satisfied according to the terms and conditions of this agreement. After Purchaser/s is/are satisfied herself/himself/ themselves as aforesaid, at his/her/their request the Promoters herein shall give the possession of the said accommodation being constructed unit to the Purchaser on payment of all dues payable by the Purchaser, and the Purchaser herein has not committed any default in payment of consideration in installment on due date to the Promoters in pursuance of these presents. If the Promoters herein fails to complete the construction of the said accommodation, within aforesaid stipulated period then, subject to the terms and conditions of this present, the Purchaser herein shall be entitled to receive the compensation of 12% interest per annum on received payment or part thereof for delayed period of completion of construction. It is further agreed between the parties that, if the Purchaser fail to pay the installment amount on due date and paid interest for delayed period on installment amount, shall and will not amount, that the Purchaser is in entitled to receive the aforesaid compensation.

Provided that the Promoters herein shall be entitled to grace period ( extension given by Authority of Registration ) for completing the construction of the said accommodation in all respects on the aforesaid date, if the construction of the building in which the said accommodation is situated is delayed on account of –

i) The Purchaser has /have committed any default in payment of installment as mentioned in Clause No.4 herein above written, and all other amounts payable by the

Purchaser to the Promoters in respect of the said accommodation.

- ii) Any extra work / addition required to be carried in the said accommodation as per the requirement and at the cost of the purchaser.
- iii) Non-availability of steel, cement or any other building materials, water or electric supply etc.
- iv) War, civil commotion or Act of God.
- v) Any notice, order, rules or notification of the Government and/or public or competent authority.

If the Promoters is unable to deliver possession of the said accommodation to the Purchaser in the above said period, then the Purchaser is entitled to cancel this agreement and the Promoters agrees to refund the entire amount received along with interest @ 12% p.a. to the Purchaser. Further it is agreed by the Promoters that in the event of termination of the project for any reason, the Purchaser is entitled to get the refund of the entire amount paid to the Promoters. The Promoters shall make such refund to the Purchaser within **90** days from cancellation of the agreement. It is further agreed between the parties hereto that, after receiving the possession of the said accommodation by the Purchaser in pursuance of this clause, the Purchaser herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoters herein.

12.1 The promoter herein is developing said land, consisting of various common amenities like side margins development, parking, paving and development, Gates, name plates etc. The Promoter assure to handover possession of the said amenities on **September 2021**.

**12.2 Procedure for taking possession:** - The Promoter, upon obtaining the occupancy certificate from the local/competent authority shall offer in writing to the purchaser/s intimating that, the said apartment is ready for use and occupation. The purchaser/s herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said apartment within 15 days from the date of written intimation issued by the Promoter to the purchaser herein. The Promoter agrees and undertakes to indemnify the purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The purchaser agree(s) to pay the maintenance charges as determined by the Promoter/association of purchaser as the case may be.

**12.3 Failure of purchaser to take Possession of ( Flat / Plot ) :-** Upon receiving a written intimation from the Promoter as per clause 10.2, the purchaser/s shall take possession of the flat 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 purchaser. In case the purchaser fails or commits delay in taking possession of said Apartment within the time provided in clause 10.2, such purchaser shall be liable for payment of

maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment.

Possession by the purchaser – After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the purchaser/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the purchaser/s or the competent authority, as the case may be, as per the local laws.

### 13. **DEFECT LIABILITY: -**

If within a period of five year from the date of handing over the Apartment to the purchaser, the purchaser brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment 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 at his own cost and in case it is not possible to rectify such defects, then the purchaser shall be entitled to receive from the Promoter, 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 the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, 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 kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defects caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the purchaser to maintain his unit in a proper manner and take all 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.

Further where the manufacturer warranty as shown by the developer to the purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/ renewed by the purchaser /s the promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipments, 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 flats and the common project amenities wherever applicable.

That the purchaser has been made aware and that the purchaser expressly agrees that the regular wear and tear of 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 and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the purchaser it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in material 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.

#### **14. USE OF THE SAID ACCOMMODATION: -**

A. The Purchaser/s shall use the said Accommodation or any part thereof or permit the same to be used only for sanctioned commercial/residential purpose as shown in the sanctioned plan, provided that, any Owner/s or Occupier/s of any residential tenement in the building shall not use for Classes, Massage Centre, Gambling House or any illegal or immoral purpose. He/she/they shall use the allotted or common parking space only for the purpose for keeping or parking the Purchaser/s own two wheeler or four wheeler light vehicle, but not entitled to park inside the project at any place any heavy vehicles such as truck, bulldozer, buses, tractors etc and further any tenement holder / occupier in the project shall and will not entitle to park his/her/their any two / four wheeler vehicle in common marginal space, which is not allotted for exclusive right to use for parking two / four wheeler vehicle.

B. After delivery of possession of the said accommodation by the Promoters to the Purchaser/s herein in terms of this present, the Purchaser/s herein for whatsoever reason desire to grant the use of the said accommodation to any third party on leave and license basis or otherwise, prior written consent of the Promoters till the formation of Co-operative Society/Association and thereafter consent of the society/ association in writing shall be required to be obtained by the Purchaser/s herein or owner of the said accommodation as the case may be and further copy of such instrument shall be handed over to the Promoters or society or association as the case may be and further the Purchaser/s herein shall inform to the concerned police station in writing as to the grant of use along with the details of the persons who intend to reside / use the said accommodation.

**15. SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME -**

A. The Promoters herein is developing the said land by constructing building scheme on the said land. As per present sanction plan project is consisting of building as commercial & also as a residential flats which are under construction by using FSI of the said land and will complete the construction by using full FSI and permissible TDR of the said land as permitted by the Local Authority.

B. The Promoters herein has specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the Promoters herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner or occupier of the tenement/s in the building or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water / water of adjacent terraces / sitout / roofs shall always have proper flow and should not obstruct the same in any manner. The Purchaser herein specifically undertakes to abide aforesaid condition and on relying upon this undertaking, the Promoters herein has agreed to allot and sale the said accommodation to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.

C. The project on the said land shall and will be known as “**VASANT KUNJ APARTMENT**” The Promoters herein are providing advance technology amenities / material / plant and equipment in common facilities like elevator/ electric rooms etc. and which has to be operated / used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoters shall not be responsible after handing over of premises to Association, Association shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Promoters shall and will not responsible.

**16. FORMATION OF ORGANISATION OF TENEMENTS HOLDERS IN THE BUILDING AND PROJECT ON THE SAID LAND: -**

A) In the said land the building consisting of various commercial / residential tenements, etc. Considering development of the said land as aforesaid and further to have the maintenance of building and common facilities more conveniently, the Promoters herein have decided to form one Association.

The Purchaser/s herein along with other tenement holders shall join in forming and registration of Association in the project, which is/are to be formed by the Promoters herein as aforesaid and for that, the Purchaser/s herein from time to time sign and execute all the applications for registration and for membership and for other documents necessary for formation and registration of such Society/ Association and return the same to the Promoters herein within ten days of the same being forwarded by the Promoters to the Purchaser/s as to enable the Promoters to register the Organization of the tenement holders in the building .

**17. PROMOTER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES: -**

It is hereby agreed that, the Promoters herein have the exclusive right of allotment or exclusive right to use and occupy different parking spaces or terraces or open spaces or right to develop garden in adjoining open space/s, space for advertisement, installation of hoardings, installation of tower/s for wireless communication, to one or more person/s of their choice. It is hereby agreed that the areas mentioned in the Schedule-II written hereunder under head Common Facilities only shall be the common facilities and the Promoters shall be entitled to declare all other areas as restricted or reserved areas and facilities or alienate and dispose off other areas and facilities in such manner as the Promoters thinks fit.

**18. PAYMENT OF TAXES, CESSSES ETC: -**

From the date of the possession / Completion Certificate which ever is earlier in respect of the said Accommodation the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Accommodation and proportionate maintenance charges in respect of the said building and expenses for common facilities such as Common light meter, water pump/s expenses for lift if any etc. and non-agricultural assessment in respect of the said land to the respective authorities or/and to the ad-hoc committee appointed by the Promoters authorized committee of the Society, which is to be formed by the Promoters t herein as stated hereinbefore. But it is specifically agreed between the Parties hereto that, the Promoters is not responsible/liable to pay or share in the aforesaid expenses in respect of unsold premises/accommodation in the building which is/are under construction on the said land.

**19. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC: -**

The Purchaser/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any



final conveyance deed which is to be executed by the Promoters and THE OWNER in favour of Housing Society in which the Purchaser/s will be member.

**20. SPECIFIC COVENANTS: -**

A. The relation between Promoters and Purchaser/s herein for the transaction in respect of the said accommodation is seller and buyer respectively and the Promoters have agreed to sell the said accommodation being constructed tenement on the terms and conditions set forth in this present. The Promoters herein is constructing the said accommodation at its own cost and risk and has to deliver the possession in pursuance of this present to the Purchaser/s being duly constructed tenement.

C. If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge, service tax, GST etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the said Accommodation or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoters from all such levies, cost and consequences.

D. After the Promoters obtaining the completion certificate in respect of the said accommodation the Purchaser/s shall also execute such other documents such as Supplementary Agreement with Possession, Possession Receipt, Indemnity, Declaration, Undertaking, supplementary agreement etc., as might be required by the Promoters.

E. The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of accommodations, otherwise in the other flats/units allotment of exclusive right to use terrace/s, top terraces, car parking/s, garden space/s, space/s , side margins for advertisement, or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

H. In the event of the Association in the project being formed and registered before the sale and disposal of all the Accommodation / units in the project, all the power, authorities and rights of the buyers of the Accommodation /units in the project, shall always be subject to the Promoter's over all right to dispose off unsold tenements and allotment of exclusive right to use unblotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Purchaser/s or any other tenement holder in the building or ad-hoc committee members or Societies as the case

may be shall have no right to demand any amount from the Promoters herein in respect of the unsold Units/accommodations/tenements in the building, which is to be constructed on the said land, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

I. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters shall have all the rights under this agreement and other agreement-, in respect of the other accommodation shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the accommodations in the building is received by the Promoters.

J. The Promoters herein have not undertaken any responsibility nor has he/they agreed any thing with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoters and THE OWNER, other than the terms and conditions expressly provided under this agreement.

K. If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has / have allotted by the Promoters to the Purchaser of any tenement in the building, the such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the building commit breach of this condition, the Promoters herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, sit out, passages, open space, parking space etc. along with the said accommodation, if any.

The daily maintenance, for Lift, Common Light Meter, Water Meter, Cleaning charges, internal roads, security systems etc. is carried out the monthly contribution basis by all tenements holders.

It is very well made clear that this Maintenance Amount is not One Time Maintenance Amount but may increase in future as per the resolution/s and by-laws of the Association. It is very well made clear that the promoters herein are not collecting corpus fund.

N. The Promoters herein by spending huge amount providing high quality specifications in the said accommodation and for the buildings in the project known as **“VASANT KUNJ APARTMENT”** hence Purchaser/s / unauthorized persons / any agency

shall not disturb the same under any circumstances concealed plumbing, concealed wiring, etc. and considering this aspect and have the safety measures Purchasers are advised not to open such instruments or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Purchaser nor occupier of the said accommodation or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the said accommodation because wires will not take additional load and such act will be amount to be breach of condition of this transaction. Similarly after completion of the project and formation of society/ Association, the such Association will have absolute authority to expel the member for the said accommodation and dispose off such accommodation in market and refund the amount paid by the Purchaser to the Promoters herein being consideration of the said accommodation. This condition is the essence of contract and Purchaser herein undertake to abide the same.

O. The Promoters herein by spending huge amount has made high quality external elevation for the **“VASANT KUNJ APARTMENT”** and to have the such external look forever, the Promoters herein specifically informed to the Purchaser/s herein that, any buyer of the any accommodation in the building shall and will not entitled to chisel any external walls and have any additional openings in any manner for any purpose and further shall install cooling equipments if required at the places provided for the same inside the duct and any unit shall not be seen on external elevation. The Purchaser/s herein undertake to abide this condition and if any owner or occupier of any accommodation in the building committed breach of this condition then, the Promoters as well as SANTOSH BHAGWAN ASHTEKAR ENGINEERS AND CONTRACTORS, and its office bearers shall have absolute right and authority to close the such openings if any and recover the cost incurred for the same with interest from the such owner and occupier of the accommodation.

P. The Promoters herein specifically informed to the Purchaser/s that, water proofing in the project the guarantee stands automatically extinguished for the accommodation, if any owner or occupier of such accommodation in the building chisel the aforesaid works in any manner. Considering this aspect the Purchaser/s herein undertake not to chisel the aforesaid work in any manner, which will cause the reason to cancel the aforesaid guarantee.

Q. The purchaser herein shall not object for the changes likely to take place because of the seasonal changes like swelling of doors, hair cracks etc.

## 21. COVENANTS AS TO THE USE & MAINTENANCE OF THE SAID ACCOMMODATION ETC:-

The Purchaser/s himself / herself / themselves with intention to bring all persons into whosoever hands the said Accommodation may come, doth hereby covenant with the Promoters as follows for the said Accommodation and also for the building in which the said Accommodation is situated.

A. To maintain the said Accommodation at the Purchaser/s's own cost in good tenable repair and condition from the date of possession of the said Accommodation is taken and shall not do or cause to be done anything in or to the said Accommodation or the building in which the said Accommodation is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the said Accommodation and/or to the building in which the Accommodation is situated and in or to the said Accommodation itself or any part thereof.

B. Not to store in/outside the said Accommodation or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or caused to carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the said Accommodation is situated on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.

C. To carry at his/her/their own cost all internal repairs to the said Accommodation and maintain the said Accommodation in the same conditions, state and order in which it was delivered by the Promoters. Provided that for the defect liability period such repairs shall be carried out by the Purchaser/s with the written consent and under the supervision of the Promoters and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. But in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

D. Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Accommodation or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to

create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the accommodation and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC parrdis or other structural members in the said Accommodation.

E. Now to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Accommodation in the compound or any portion of the said land and the building.

F. To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Accommodation or from the date of possession, whichever is earlier and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Accommodation by the Purchaser/s viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.

G. The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit factor of/under this agreement or part with the possession of the said Accommodation until all the dues payable by the Purchaser/s to the Promoters under this agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has intimated in writing to the Promoters and obtained written consent thereof.

H. The Purchaser/s shall observe and perform all the rules and regulations which the Association may adopt at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said land and building which are to be constructed thereon and tenements 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 the Government and other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Association, the Owners of the tenements regarding the occupation and use of the Accommodation in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

I. Till the conveyance of the building in which the said Accommodation is situated is executed, the Purchaser/s shall permit the Promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon

the said Accommodation and the said land and building or any part thereof to view and examine the state and conditions thereof.

**22. EXTRA OR ADDITIONAL WORK :-**

If the purchaser desires for any additional work other than that which is to be provided by the Promoter (Annexure-V), the purchaser shall inform the said required changes or additions or alterations to the Promoters in writing within the period of 60 days from the date of this agreement. It shall be purely the choice and right of the Promoter to accept and allow the said changes or additions or alterations. If the Promoter accepts the same, the Promoter shall carry out it through the separate agency appointed by the Promoter for the extra cost and charges as decided by the said agency and to be paid in advance in full.

**23. REGISTRATION :-**

The Purchaser/s shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of these presents, at the proper registration office for registration within the time limit prescribed under the registration act and the Promoters after receiving written intimation with copy of the Registration receipt will attend such office and admit execution thereof.

**24. STAMP DUTY AND REGISTRATION FEE:-**

A. As agreed between the parties hereto, the Purchaser/s herein has paid proper stamp-duty along with appropriate registration fees herewith. The parties herein shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the Purchaser/s or in the name of the Society in which the Purchaser/s will be the member in respect of the said premises.

B. Considering intention of the Purchaser herein as stated in Clause No.27 hereinabove written, the Purchaser herein has paid the aforesaid stamp to this instrument as per Article 5 (g) (i) of Schedule-1 Bombay Stamp Act 1958 and entitled to have the benefit towards the payment of the stamp duty provided thereunder on the transaction of resale / transfer of the said premises within one years from the date of the execution of these present.

25. **SEPARATE ACCOUNT:** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the purchaser/s towards total price / consideration of the said apartment and as advance or deposit sums received on account of the share capital for the formation of the Association or a Company or any such legal entity/ organization that may be formed, towards the out goings, legal charges etc. Provided that the Promoter shall be allowed to withdraw the sums received from the purchaser/s and utilize the same as contemplated and permitted under the said act and rules and regulation made thereunder.

26. **CARPET AREA:** The Promoter shall confirm the final carpet area that has been allotted to the purchaser 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 Architect of the project. If there is any reduction in the caret area within the defined limit then Promoter shall refund the excess money paid by purchaser within the 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 purchaser. If there is any increase in the carpet area allotted to the purchaser, the Promoter shall demand additional amount from the purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate as per square meter as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

27. **ENTIRE AGREEMENT AND RIGHT TO AMEND:** This Agreement, along with its schedules, constitutes the entire Agreement between the Parities 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. This agreement may only be amended through written consent of the parties.

28. **JOINT PURCHASE:** That in case there are Joint purchaser, they shall be considered as joint and severable purchaser for the purpose of these clauses in the agreement and all communications shall be sent by the Promoter to the purchaser 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 purchaser.

**29. ARBITRATION: -**

In case of dispute or difference of opinion between the parties the same shall be referred to the Architect or Legal Advisor of the Scheme who shall work as an Arbitrator and the decision given by the said Arbitrator shall be binding on both the parties.

**SCHEDULE-1**

**(DESCRIPTION OF THE SAID BASIC LAND)**

Plot no.02 out of Survey. No. 476/1 admeasuring 447.08 Sq.Mtrs. situated in kupwad area of Sangli city, within the Local Limits of Sangli-Miraj-Kupwad City Corporation Sangli, and Bounded as follows :-

|                     |   |                   |
|---------------------|---|-------------------|
| On or towards East  | : | ROAD              |
| On or towards West  | : | PLOT NO.01        |
| On or towards South | : | ADJACENT S NO.475 |
| On or towards North | : | ROAD              |

(It's map is enclosed)

**SCHEDULE-II**

**(A) COMMON FACILITIES:-**

1. RCC Frame work structure of the building.
2. Drainage and water line work.
3. Water tank with water pump,
4. Lift / Elevator with/without lift room, lift well and elevator equipments,
5. Decorative entrance gate, well designed entrance lobby.
6. Elevation materials

**SCHEDULE - III**

**RESTRICTED AREAS AND FACILITIES: -**

1. Terraces adjacent if any to the Units shall be restricted and shall be for exclusive use of such respective Unit holders.
2. Entrance lobbies adjacent if any to the Units shall be restricted and shall be for exclusive use of such respective Unit holders.
3. North side half Top terrace of the building shall be restricted and the Promoters herein shall have exclusive right to allot the same to the accommodation holder in the building. and the south side (half part of top terrace) shall be commonly used for other allottes.



4. Parking of the building shall be restricted and the Promoters herein shall have exclusive right to allot the same to the accommodation holder in the building

5. All areas etc. which are not covered under aforesaid head "Common Area And Facilities" are restricted areas and facilities which include, the marginal open spaces, terraces, car-parking within the said land and in the building which is/are under construction on the said land is reserved and Promoters shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of Unit, terrace/s, parking space etc. or to Convert the Restricted Area into Common Area or vise- versa.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands and sealed on the day month and year first hereinabove written. Drafted by: -

Sangli

Date:     /     /2018.

**SIGNED SEALED AND DELIVERED**

By within Named the Promoter/s:-

**1. SHRI. SANTOSH BHAGWAN ASHTEKAR**

**PROPRIETOR     OF     SANTOSH     BHAGWAN     ASHTEKAR  
ENGINRRES AND CONTRACTORS**

**II. SIGNED SEALED AND DELIVERED**

By within Named The Purchaser/s :-

**MR.....**

In The Presence of :-

1.

2.

**ANNEXURE-1**  
**DETAILS OF THE SAID ACCOMMODATION**  
**“VASANT KUNJ APARTMENT”**

|                 |                          |                                    |
|-----------------|--------------------------|------------------------------------|
| <b>Flat No.</b> | <b>:</b>                 | <b>.....</b>                       |
| <b>Floor</b>    | <b>:</b>                 | <b>Floor having the boundaries</b> |
| <b>East</b>     | <b>:</b>                 |                                    |
| <b>West</b>     | <b>:</b>                 |                                    |
| <b>South</b>    | <b>:</b>                 |                                    |
| <b>North</b>    | <b>:</b>                 |                                    |
| <b>Above</b>    | <b>:</b>                 |                                    |
| <b>Below</b>    | <b>:</b>                 |                                    |
| 1.              | <b>Carpet Area</b>       | <b>Sq. Mtrs</b>                    |
| 2.              | Balcony carpet           | <b>Sq.Mtrs.</b>                    |
| 3.              | Exclusively lobby carpet | <b>Sq.Mtrs.</b>                    |
| 4.              | Terrace carpet           | <b>Sq.Mtrs.</b>                    |
| 5.              | <b>Cupboard carpet</b>   | <b>Sq. Mtrs.</b>                   |
| 6.              | <b>Total Carpet</b>      | <b>Sq.Mtrs.</b>                    |
|                 | <b>(1+2+3+4+5)</b>       |                                    |

- 
- A. Unit area inclusive of walls:
  - B. Terrace area inclusive of walls:
  - C. Balcony area inclusive of walls:
  - D. Common area:
  - E. Total Area :  
(A+B+C+D)

**Note – The sale of flat is only on the basis of carpet area. The additional area statement is for clear information and as per demand of purchaser.**

**DECLARATION**

The Purchaser/s declare/s that he/she/they has/have read the agreement/got translated the same and fully understood the contents of the agreement and there after same have been executed by all the parties and Purchaser/s has/have received the stamped copy of this Agreement.

**(PROMOTERS)**

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**(PURCHASER/S)**

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## **ANNEXURE-5**

### **SPECIFICATIONS**

**RCC :**

Earthquake resistance structure.

**DOORS:**

Decorative main door.

Good quality (water proof) doors with laminated door frames.

Precoated GI openable doors

Granite door frame for toilet.

**FLOORING:**

24” x 24” Vitrified tiles in all rooms.

12” x 12” tiles in toilets and terrace.

**WINDOWS:**

3-Track Powder coated aluminum window with marble sill at the bottom for every window with mosquito net.

M.S. designer safety grills for all window.

Clear 4 mm glass of standard make for each window.

**KITCHEN:**

L-shaped kitchen with granite platform 10’ length.

Stainless steel sink of Nirali make.

Designer wall tiles of good quality up to top.

Provision for exhaust fan.

Provision for washing machine.

**TOILET:**

Designed glazed tiles of good quality up to 7 ft Height.

Provision for exhaust fan.

Provision for geyser.

JAGUAR / Equivalent fitting to all toilets.

Wall hung commode for clean and neat toilets.

**ELECTIRIFICATION:**

Concealed wiring.

A.C. point in one bedroom.

Provision for inverter.

ROMA OR Equivalent brand makes electrical switches.

T.V. & Telephone point in living.

**PAINTING:**

Oil bond paint standard quality to internal walls.

Apex & cement paint combination for external walls & oil paint for M.S. grill & other fabricated material.

**CONVENIENCE:**

Battery backup for common areas including Lift.

Lift of reputed company.

**OTHERS:**

Decorative entrance lobby.

Decorative Compound wall.

Elegant elevation for building.

Rain water harvesting.

Letter box for each flat.

Hence the Schedule.

Extra item rates for

24" x 24" Vitrified Tiles Rs 35/- sqf.

12" x 12" anti-skid tiles Rs.35/- sqf.

12" x 18" designer glaze tiles Rs.40/- sqf.

No deduction in electrical / painting / plumbing / plumbing fittings. No Change in Elevation.

NOTE :-      No deduction for Electrical, Plumbing, Colour, Fitting &  
Labour Work  
No Change in External elevation  
No Change in Plumbing.