

ALLOTMENT LETTER

Date: _____

Sub: Allotment of Apartment No. _____ in Wing/building no. “-----”, in Project “Pari Towers”, situate at Survey No.38/2/17 (P), 38/2/22 (P), 38/2/23 (P) and at village Narhe, Taluka Haveli, District Pune 411041.

Dear Sir/ Madam,

We hereby allot to you the captioned Apartment as under:

- Name of the Project : Pari Towers
- Apartment No._____, situate on _____Floor in __ Wing.”
- Apartment Carpet Area admeasuring _____ square meters along with area adjoining balconies admeasuring _____square meters, amalgamated as permitted under Development Control Rule.

Along with appurtenances:

- Exclusive right to use adjoining terrace of area admeasuring _____ square meters;
- Exclusive right to use adjoining dry balcony admeasuring _____ square meters;
- Exclusive right to use parking space admeasuring area about _____ square meters.

Total Agreed Consideration: _____

Payment Schedule:

- To pay on or before execution of this agreement a lump sum of Rs _____ (Rupees _____ only) (10%) as advance payment or application fee, receipt of the amount whereof, is hereby acknowledged by the Promoter and hereby agrees to pay to that Promoter the balance amount of Rs.....(Rupees) in the following manner:-

- Amount of Rs...../- (25%) to be paid to the Promoter at the time of completion of plinth of the subject building.
- Amount of Rs...../- (5%) to be paid to the Promoter on completion of 5'th, 10'th, 15'th slabs of part 1 and 5'th, 10'th, 15'th slabs of part 2 each of the subject building (5% X 6 = 30%).
- Amount of Rs...../- (5%) to be paid to the Promoter on completion of LMR & OHWT of the subject building.
- Amount of Rs...../- (5%) to be paid to the Promoter on completion of walls, internal plaster of the said Apartment.
- Amount of Rs...../- (5%) to be paid to the Promoter on completion of flooring, doors and windows of the said Apartment.
- Amount of Rs...../- (5%) to be paid to the Promoter on completion of internal plumbing and electrification work of the said Apartment.
- Amount of Rs...../- (5%) to be paid to the Promoter on completion of external plumbing, external plaster, elevation, terraces with water proofing of the subject building.
- Amount of Rs...../- (5%) to be paid to the Promoter on completion of work in parking, transformer room, Lift Machine Rooms, Solar System etc. of the subject building.
- Balance Amount of Rs...../- (5%) to be paid to the Promoter at the time of delivery of possession of the said Apartment by the Promoter to the Allottee/ Purchaser on or after receipt of occupancy/ completion certificate.

Applicable Taxes (applicable as on date):

The Total Agreed Consideration is inclusive of MSEDCL charges and Parking charges but excludes the Stamp duty, Registration Charges and all other Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax, and Cess or any other applicable taxes Or charges, in respect of the present transaction) and the same will be paid by the Allottee from time to time, along with each installment.

The total negotiated sale consideration has been arrived at, by passing on the benefits of the input credit factoring in the legal framework set out under the Goods and Services Tax, 2016 of mechanism of input credit and antiprofitteering clauses, stipulated thereunder. The Promoter has already passed on the benefits thereof to the Allottee by revising the prices. The Allottee has been made aware of this and he shall not dispute the same.

Registration:

Forwarding this Allotment Letter 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 the Agreement within 30 (thirty) days from the date hereof and/or appear before the Sub-Registrar for its registration this allotment shall be treated as cancelled and the Allottee shall have right only to seek refund of all sums deposited by him (save and except Rs. 25,000/- to be deducted as administration charges and liquidated damages) without any interest or compensation whatsoever and shall not have any claim in respect of the Apartment.

Maintenances towards common charges and areas:

Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share of outgoings namely local taxes, betterment charges or such other levies by the concerned local authority and/or water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all

maintenance. Until, the Society 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 monthly contribution of Rs. ____ calculated at Rs. 50 /- per sq mtr per month for 24 months towards the outgoings . Such maintenance amount would be collected and transferred in the maintenance account of the Society with due accounts.

Particulars of the Allottee:

Name:

Address & Email-Id:

PAN:

Aadhaar:

Bank Account details:

Payment Receipt:

Rs._____, by cheque/DD No._____, dated _____, _____ Bank received from the Allottee, towards application fees.

Accepted:

Issued by

_____ (the Promoter)

AGREEMENT

This AGREEMENT is executed here at Pune on this ____ day of _____ month of the year, 2017,

between

Full name	M/s. URBAN HOMES REALTY , PAN:AAEFU2616G, a registered partnership having its office at 16/1, Parvati Chambers, Sangam Press Road, Kothrud, Pune : 411 038 represented through its partner	
Age/ occ	RAVINDRA RAMESH KASAT , aged about 43 years, occ: business, or VAIBHAV RAJKUMAR KOTHADIYA , aged about 49 years, occ: business	
Residing at		
PAN		
Web site/ E-mail	www._____.com	sajrealtors@gmail.com

...hereinafter called as the "**DEVELOPER/ PROMOTER**",
which expression shall, unless repugnant to the context or
meaning thereof, mean and include all its partners, their
respective heirs, successors, survivors, executors,
administrators and assigns, ...of the ONE PART,

and

Full name (capital)		
Age/ occ		
PAN/ Aadhaar		
Residing at		
Mobile/ e-		

Full name (capital)		
Age/ occ		
PAN/ Aadhaar		
Residing at		
Mobile/ e- mail		

...hereinafter called as the "**ALLOTEE/ PURCHASER**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its plural (if any) and his/ her/ their respective heirs, successors, survivors, executors, administrators and assigns, ...of the OTHER PART,

W H E R E A S,

- a. all those pieces of land situate at village Narhe, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub-Registration Taluka Haveli, Pune and Gram Panchayat of village Narhe, bearing

Survey No.	Area Sq.Mt.
38/2/17 (part)	2,621.00
38/2/22 (part)	2,000.00
38/2/22 (part)	500.00
38/2/23 (part)	4,850.00
38/2/23 (part)	2,000.00
Total	11,971.00

more particularly described in the SCHEDULE-1 given hereto (hereinafter collectively referred to as the said "**LAND**"), acquired and purchased by the Promoter herein, by the Sale Deed dated 06.05.2015, registered with the office of Sub-Registrar, Haveli No.4, Serial Nos.5378/2015 from its erstwhile owner Precision Automation & Robotics India Private Limited,

- b. the Promoter has also drawn the plans for development of the Land, which comprises of residential houses, open amenity space, internal roads and other infrastructure,
- c. the Pune Metropolitan Regional Development Authority, Pune (PMRDA) presently approved and sanctioned the plans for building layout and for construction of the buildings on the said Land *vide* the following commencement certificate:

Commencement Certificate No.	Date
193/15-16	09.06.2016

- d. the project on the said Land broadly comprise of 1 (one) number of residential multi-storey building consisting of various wings and/or apartments therein for residential uses, together with exclusive facilities as appurtenant thereto (*if so specifically shown*) of balconies, attached terraces, parking spaces; covered and/or open, common facilities for recreation and essential supplies, being undertaken in phased manner, consumption of basic Floor Space Index ("FSI") so also additional such FSI by way of payment of premium, transferable development rights ("TDR") or otherwise, specifications of development and construction of building/s and Apartments, broad time-line for progress and completion of the said ownership project (*subject to force majeure and circumstances beyond the control of the Promoter*) the particulars whereof, as proposed have been enumerated in ANNEXURE-1 given hereto,

- e. in the aforesaid layout Amenity Space is laying at north side which shall be surrendered to PMRDA/ the Competent Authority so also the Promoter shall hand over the area under road widening to them in lieu of such surrender/handing over the Promoter is entitled to get additional FSI/FAR in way of TDR and shall utilize, consume and use the same for construction of additional floors upto 21 (twenty one) on the proposed building,
- f. the Promoter accordingly, commenced the development of the said Land and construction of building in a phase wise manner thereon,
- g. the Promoter thus, is entitled to develop the said Land and part thereof, construct multi-storey building/s thereon and to dispose of the same by sale or otherwise transfer to the intending purchasers/ Allottees and to receive, collect and appropriate the returns thereof from them,
- h. statutory compliances pertaining to the development of the said Land are as enumerated below:

RERA	No. _____, dated _____ under section 3(1) r/w section 5 of the Real Estate (Regulation and Development) Act, 2016 (" RERA " hereinafter) r/w Rule 6 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and
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	Disclosures on Website) Rules, 2017 ("RULES" hereinafter) with the Real Estate Regulating Authority, Maharashtra ("MAHA RERA" hereinafter), a copy whereof is appended hereto.
Zone	In the Final Regional Plan of Pune Region, drawn and finalized under the provisions of the Maharashtra Regional and Town Planning Act, 1966, which came in force with effect from 10.02.1998, as seen from Zone Certificate No. 4381, dated 30.12,2004, issued by the Assistant Director of Town Planning, Pune, the said Land was in 'industrial zone' and affected by 24.00 meter wide development plan road. However, as permissible under the concerned development control rules, the Hon'ble Collector by his order dated 27.02.2015, bearing No.PMH/ NA/ SR/ 539/ 2014, passed under section 44(2) of the Maharashtra Land Revenue Code,1966, permitted its conversion from 'industry' to 'residence', a copy whereof is appended hereto.
Land use	the Collector of Pune, <i>vide</i> by his order dated 27.02.2015, bearing No.PMH/ NA/ SR/ 539/ 2014, passed under section 44(2) of the Maharashtra Land Revenue Code, 1966, permitted its conversion from 'industry' to 'residence', a copy whereof is appended hereto.

	Revenue Code,1966, permitted use of the said Property for the purposes of 'residence' and sanctioned the plans for construction of a residential building on the said Land, a copy whereof is appended hereto.
Environment	Environmental Clearance No.SEAC-III-2014/CR-391/TC-3 dated 07.04.2015 issued by Environment department, Mantralaya, Mumbai, under the provisions of the Environment (Protection) Act, 1986 and the Rules framed there under, a copy whereof is appended hereto.
Separate Project Account	Presently at Indusind Bank A/C No. 251101401029
Separate Project Maintenance Account	Presently at _____ bank

- k. the following professional consultants have been appointed by the Promoter for the project on the said Land:

Architect	Arch. Milind Saraf proprietor, Subha Architects, 12 B 3 rd floor, Varsha Aairavat bldg, S No. 6, Hissa No. 1/7, Baner, Pune 411045, registered with the Council of Architecture who has dawn the plans for construction of the building on the said Land, a copy of the appointment letter and acceptance whereof is appended hereto.
RCC/ Structural Engineer	Mr. Umesh Joshi (PMC License No. 20) designated partner in M/s. JW Consultants LLP having address: 201 Sai Radhe, 100 Kennedy Road, Pune 411001, who has drawn the plans of structural design of the

	appointment letter and acceptance whereof is appended hereto.
Chartered Accountant	Name: Muttha & Lahoti Chartered Accountants, Address – A-14/15/16, 3 rd floor, Dr. Herekar Park, KNP, Bhandarkar road, Pune 411004, Registered with the Institute of Chartered Accountants of India under the Chartered Accountant Act,1949, a copy of the appointment letter and acceptance whereof is appended hereto.
Advocate	Name Kiran Kothadiya, Advocate Address - 1187/37, Shri Ameya Apartment, Shivajinagar, Pune : 411 005, Mobile : Nil, E-mail kt@kblaw.net , registered with the Maharashtra Bar Council under the Advocates Act,1961 who has issued title report pertaining to the said Land
Estate Agent	None

- l. the Promoter gave inspection of all documents pertaining to development of the said Land to the Allottee/ Purchaser, as specified under the provisions of the Real Estate (Regulation and Development) Act,2016 ("**RERA**" hereinafter) r/w the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 as also the Maharashtra Ownership Flats Act,1963 ("**MOFA**") r/w the Rules framed thereunder, so also annexed herewith self authenticated copies thereof, as ANNEXURE-2 (colly),
- m. the Allottee/ Purchaser agreed to purchase from the Promoter all that residential flat together with exclusive facilities as appurtenant thereto (*if so specifically mentioned*) of balconies, attached terraces, parking spaces: covered more particularly described in

SCHEDULE-2 given hereto and as delineated in the floor map annexed herewith in accordance with the specifications given hereto (hereinafter referred to as the said "**APARTMENT**") for the price and other payables as hereinafter mentioned,

- n. subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to sell, witnessing the terms and conditions thereof, in compliance to section 4 of MOFA r/w section 19 of RERA, as under:

THEREFORE, THIS AGREEMENT WITNESSETH:

1. The Promoter shall develop the said Land (described in SCHEDULE-1) and construct the building thereon, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
2.
 - (a) The Allottee/ Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/ Purchaser the said Apartment (described in SCHEDULE-2) for the lump sum aggregate price of Rs. _____ (_____) (subject to Tax Deduction at Source (TDS) under section 194-IA of the Income Tax Act, 1961, if so applicable), partly paid and the balance payable as hereinafter mentioned.

(b)

Sr	Amount (Rs)	Particulars
1	Rs. _____	Upto @ 10% of total price payable Paid by the Allottee/ Purchaser by duly drawn crossed cheque/ pay order/ demand draft No. _____, dated _____ on _____ bank, on _____ before execution of this agreement.

		receipt of the amount whereof, is hereby acknowledged by the Promoter.
2	Rs. _____	25% of total price payable by the Allottee/ Purchaser to the Promoter at the time of completion of plinth of the subject building
3	Rs. _____	5% of total price payable by the Allottee/ Purchaser to the Promoter on completion of 5'th, 10'th, 15'th slabs of part 1 and 5'th, 10'th, 15'th slabs of part 2 each of the subject building (5% X 6 = 30%)
4	Rs. _____	5% of total price payable by the Allottee/ Purchaser to the Promoter on completion of LMR & OHWT of the subject building
5	Rs. _____	5% of total price payable by the Allottee/ Purchaser to the Promoter on completion of walls, internal plaster of the said Apartment
6	Rs. _____	5% of total price payable by the Allottee/ Purchaser to the Promoter on completion of flooring, doors and windows of the said Apartment
7	Rs. _____	5% of total price payable by the Allottee/ Purchaser to the Promoter on completion of internal plumbing and electrification work of the said Apartment
8	Rs. _____	5% of total price payable by the Allottee/ Purchaser to the Promoter on completion of external plumbing, external plaster, elevation, terraces with water proofing of the subject building.
9	Rs. _____	5% of total price payable by the Allottee/ Purchaser to the Promoter on completion of work in parking, transformer room, Lift Machine Rooms, Solar System etc. of the subject building.
10	Rs. _____	Balance @5% of total price payable by the Allottee/ Purchaser to the Promoter at the time of delivery of possession of the said Apartment by the Promoter to the Allottee/ Purchaser on or after receipt of occupancy/ completion certificate.
Rs. _____	Total (_____) amount	

- (c) The said price is inclusive of the MSEDCL or Transformer charges and Parking charges but excludes taxes consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Goods and Service Tax, Cess or any such statutory levy which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter, up to the date of delivery of possession of the said Apartment by the Promoter to the Allottee/ Purchaser.
- (d) The said price is also subject to escalation or increase 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 or government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/ Purchaser for increase in development charges, cost, or levies imposed by such authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter to the Allottee/ Purchaser.
- (e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/ 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 tolerance of 3% (three percent).
- (f) The Allottee/ Purchaser 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/ Purchaser undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

3.
 - (a) 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 said Apartment to the Allottee/ Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.
 - (b) Time is essence for the Promoter as well as the Allottee/ Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/ Purchaser and the common areas to the association of the Allottees after receiving the occupancy/ completion certificate. Similarly, the Allottee/ Purchaser shall make timely payments of the installments 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.
4.
 - (a) The Promoter hereby declares that Floor Space Index available as on date in respect of the project land is 1(ONE) only and Promoter has planned to utilize Floor Space Index of 12639.19 sq.mt. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project.
 - (b) The Promoter has disclosed the Floor Space Index of 12639.19 sq.mt. as proposed to be utilized by him on the project land in the said Project and Allottee/ Purchaser 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.

5.

- (a) If the Promoter fails to abide by the time schedule for completing the project and deliver possession of the said Apartment to the Allottee/ Purchaser, the Promoter agrees to pay to the Allottee/ Purchaser, who does not intend to withdraw from the project, interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum on all amounts paid by the Allottee/ Purchaser, for every month of delay, till delivery of possession of the said Apartment.
- (b) The Allottee/ Purchaser agrees to pay to the Promoter, interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum on all delayed payments which become due and payable by the Allottee/ Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/ Purchaser to the Promoter.
- (c) Without prejudice to the right of promoter to charge interest, on the Allottee/ Purchaser committing default in payment on due date of any amount due and payable by the Allottee/ Purchaser 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 2 (two) defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.
- (d) Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/ Purchaser, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee/ Purchaser, 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/ Purchaser fails to rectify the breach or

notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

- (e) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/ Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee/ Purchaser to the Promoter.

6.

- (a) Promoter shall deliver possession of the said Apartment to the Allottee/ Purchaser by **31st December 2020**. If the Promoter fails or neglects to give possession of the said Apartment to the Allottee/ Purchaser by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/ Purchaser the amounts already received by him in respect of the said Apartment with interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
- (b) The period of delay caused in completion of the construction of the said Apartment on account of
 - I. *force majeure*, civil commotion, war, strike, boycott, *bandh*, threat,
 - II. non-availability or scarcity of any building material or finishing articles or labour supply,
 - III. prohibitory orders from any court or authority or
 - IV. time taken for issuance of completion/ occupancy certificate by the concerned planning authority,
 - V. any other reasons beyond the control of the Promoter,

shall not be included and shall be excluded from computation of the period of completion of the said Apartment and delivery of possession thereof to the Allottee/ Purchaser

7.

- (a) The Promoter, upon obtaining the completion/ occupancy certificate from the concerned competent authority and the payment made by the Allottee/ Purchaser as per the agreement shall offer in writing, possession of the said Apartment, to the Allottee/ Purchaser in terms of this Agreement to be taken within a period of 10 (ten) days from the date of issue of such letter.
- (b) At the time of accepting possession of the said Apartment, the Allottee/ Purchaser shall execute necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter.
- (c) In case the Allottee/ Purchaser fails to take possession within the time stipulated above, the Allottee/ Purchaser shall continue to be liable to pay maintenance charges as applicable.
- (d) If within a period of 1 (one) year from the date of handing over the said Apartment to the Allottee/ Purchaser, the Allottee/ Purchaser brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment is located or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/ Purchaser shall be entitled to receive from the Promoter, compensation for such defect.

8.

- (a) The Allottee/ Purchaser shall use the said Apartment or any part thereof only for purpose of permitted by the sanctioned plans, and for no other purposes. The Allottee/ Purchaser shall use the exclusive facility of parking appurtenant thereto (*if so specifically mentioned*) only for the purposes of parking of vehicles, and for no other purposes.

- (b) There shall be formed a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 of all Allottees/ Purchasers in the project.
- (c) The Allottee/ Purchaser shall be bound to become a member of such co-operative housing society and shall execute all necessary documents in that behalf as may be called upon by the Developer/ Purchaser.
- (d) The Promoter shall execute and/or cause to be executed conveyance of the project comprising of land and building constructed thereon and deliver possession thereof, to and in favour of such housing society, within a period of 1 (one) year from completion of the entire project by the Promoter on the said Land.

9.

- (a) From the date of the letter given by the Promoter to the Allottee/ Purchaser that the said Apartment is ready for use and occupation, the Allottee/ Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the project on the said land such as 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, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the project.
- (b) The Allottee/ Purchaser shall be obliged to make any payment, in common with other Allottee/ Purchaser in project in proportion to the carpet area of the said Apartment to the total carpet area of all Apartments in the Project.
- (c) On or before delivery of possession of the said Apartment by the Promoter to the Allottee/ Purchaser, the Allottee/ Purchaser shall pay to the Promoter, an amount towards common maintenance, as follows:

Provisional monthly contribution	Rs. 50/- per sq.mt. (Rs.4.65/- per sq.ft. pm) x carpet area of the said Apartment x 24 months = Rs. _____/-
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- (d) The Promoter shall maintain the above amount in a separate project maintenance account, a separate bank account and meet the expenses of common maintenance only for a period of maximum 2 years from completion of construction of the said Apartments and/or the said building.
- (e) In case any additional amount is found to be required for common maintenance, the Allottee/ Purchaser agrees to contribute thereto, as may be called upon by the Promoter.
10. The Promoter hereby represents and warrants to the Allottee/ Purchaser as follows:
- (a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.
- (b) 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.
- (c) There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- (d) 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.
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law.

the competent authorities with respect to the Project, project land and said building/wing 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 and common areas.

- (f) 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/ Purchaser created herein, may prejudicially be affected.
 - (g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Allottee/ Purchaser under this Agreement.
 - (h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/ Purchaser in the manner contemplated in this Agreement.
 - (i) No notice from any statutory authority has been received or served upon the Promoter in respect of the said Land and/or the project thereon, except those disclosed in the title report.
11. The Allottee/ Purchaser hereby covenants with the Promoter as follows:
- (a) To maintain the said Apartment at his/ her/ their own cost in good and tenantable repairs and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situate which may be against rules, regulations or bye-laws or change or alter or make addition in or to the building in which the said Apartment is located and the said Apartment itself or any part thereof without the consent of the society and/or statutory

- (b) Not to store in the said 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 said 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 said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/ Purchaser in this behalf, the Allottee/ Purchaser shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/ Purchaser and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned statutory authority. In the event of the Allottee/ Purchaser committing any act in contravention thereof, the Allottee/ Purchaser shall be responsible and liable for the consequences thereof.
- (d) Not to demolish or cause to be demolished the said 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 said Apartment or any part thereof, nor any alteration in the elevation of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said 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 said Apartment is situated and shall not chisel or in any other

RCC or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society or the concerned planning authority.

- (e) 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 said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the said Apartment is situated.
- (g) 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 said Apartment by the Allottee/ Purchaser for any purposes other than for purpose for which it is sold.
- (h) The Allottee/ Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee/ Purchaser to the Promoter under this Agreement are fully paid up by the Allottee/ Purchaser.
- (i) The Allottee/ Purchaser shall observe and perform all the rules and regulations which the Society or Apex Body or Federation may resolve or frame for protection and maintenance of the said building and the said Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws. The Allottee/ Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society Apex Body or Federation regarding the occupancy and use of the said 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.

- (j) The Allottee/ Purchaser 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.
- 12. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Land and Building or any part thereof. The Allottee/ Purchaser shall have no claim save and except in respect of the said 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 or other body and until the project is transferred.
- 13.
 - (a) The Promoter has availed loan for the project on the said Land from ICICI Bank Limited at loan a/c No. 0000002407 and mortgaged the said Land as and towards security for repayment thereof. The Promoter is entitled to enter into this agreement with the Allottee/ Purchaser provided all payments under this agreement are paid to the said Separate Project Account/ Loan Project Account. The lending bank accordingly, will give its NOC on intimation of this deed by the Promoter to the said bank.
 - (b) The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Land, for which the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Land in favour of such bank/s and/or financial institute and/or person for the loan.

- (c) The Allottee/ Purchaser hereby accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institute and/or person, and agrees not to raise any obstruction and/or impediment and/or any objection pertaining thereto.
- (d) In the event of the Promoter availing such loan, the Promoter shall be bound to send written intimation about availing of any such loan to the Allottee/ Purchaser.
- (e) However, in no circumstance the rights of the Allottee/ Purchaser pertaining to the said Apartment shall be adversely affected. The Promoter shall keep the Allottee/ Purchaser duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.
- (f) In the event of the Promoter availing such loan, the Promoter shall be entitled to call upon the Allottee/ Purchaser to make payment of the balance amount payable by the Allottee/ Purchaser to the Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Allottee/ Purchaser to such lender, shall be, and shall be treated to be the payment made by the Allottee/ Purchaser to the Promoter.

Stamp duty particulars

Prescribed valuation as per Annual Statement of Rates, 2017-18 _____, as described in Sector ____/____		
Residential	_____ sq.mt. x 1.20 = _____ sq.mt. Rs. _____ per sq.mt. as prescribed by the ARR, 2017-18 <i>*(strike out following if not applicable)</i> (Rs. _____/- per sq.mt. + _____% thereof, = Rs. _____ per sq.mt. as the	Rs. _____/-

	above _____ floor, as per ARR,2017-18, Note No.20)	
Exclusive right to attached terrace	____ sq.mt. Rs.____ per sq.mt. (being 40% of the prescribed value of Rs.____/- per sq.mt., as per ARR,2017-18 Note No.15)	Rs.____/-
Exclusive right to parking space; *stilt/ *open	____ sq.mt. x Rs.____/- per sq.mt. (being 40% of the prescribed value of Rs.____/- per sq.mt., as per ARR,2017-18 Note No.16)	Rs.____/-
Total prescribed valuation		Rs.____/-
Total agreed price		Rs.____/-
Stamp duty (as per Article 25(b)(i) of Schedule-I to the Maharashtra Stamp Act) on higher amount of the two above.		Rs.____/-

SCHEDULE.1(description of the said "**LAND**")

All those pieces of land situate at village Narhe, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub-Registration Taluka Haveli, Pune and Gram Panchayat of village Narhe, bearing

Survey No.	Area Sq.Mt.	East	South	West	North
38/2/17 (part)	2,621.00	Survey No. 38/1	Survey No. 38/2/23	Survey No. 38/2/17, 38/2/16 & 9 mtr road	Survey No. 38/2/6
38/2/22 (part)	2,000.00	Survey No. 38/2/23	Survey No. 38/2/23, Internal	Survey No. 38/2/22,	Survey No. 38/2/18 and

38/2/22 (part)	500.00	Survey No. 38/2/23	Survey No. 38/2/22,	Narhe- Dhayari Road	Survey No. 38/2/21 and 38/2/22
38/2/23 (part)	4,850.00	Survey No. 38/1	Survey No. 37/1/1 & Survey No. 37/1/2	Survey No. 38/2/22 and 38/2/23	Survey No. 38/2/17
38/2/23 (part)	2,000.00	Survey No. 38/2/23	Survey No. 38/2/23, Internal Road	Survey No. 38/2/22,	Survey No. 38/2/18
11,971.00		TOTAL AREA			

and which are *collectively* bounded by as under:

- On or towards East - Survey No.38/1
- On or towards South - Survey No.37/1 (part) and internal road
- On or towards West - Survey No.38/2 (part)
- On or towards North - Survey No.38/2 (part)

together with

- (i) the right to the Floor Space Index/ Floor Area Ratio ("FAR/FSI") originating from the physical area of the subject land admeasuring 11,971.00 sq.mt. and
- (ii) the right to additional FAR/FSI admeasuring 1,814.93 sq.mt. availed and purchased as 'paid FAR/FSI' as per the concerned development control regulations for being used, utilized and consumed on the subject land, and
- (iii) all rights to avail water from the Well in a portion out of Survey No.38/2/22 (part), and
- (iv) easement of access to and fro the said Property through a portion, admeasuring 39.96 sq.mt., out of Survey No.38/2/17, and

- (v) easement, appurtenances, ingress, egress, benefits, incidental and other consequential rights thereto.

STATEMENT OF FSI/FAR TO BE UTILISED

Relating to	Basic FSI (sq.mt.)	Additional FSI (sq.mt.)
Building consisting of 14 storey above stilt	10829.35	1809.84
Additional FSI/FAR by way of TDR proposed to be utilized in lieu of surrender of Amenity Space and area under road widening	As may be sanctioned	As may be sanctioned

SCHEDULE-2

(description of the said "**APARTMENT**")

All that

Residential Apartment	No. _____
Floor	
Carpet Area	___ sq.mt. (_____ sq.ft.)
Exclusive facility	Attached terrace admeasuring ___ sq.mt. Balcony admeasuring _____ sq.mt. Dry balcony admeasuring _____ sq.mt. Sanctioned covered parking space No._____, admeasuring _____ sq.mt. Sanctioned open parking space No._____, admeasuring _____ sq.mt.

being constructed on the said Land, more particularly described in Schedule-1 above, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

SCHEDULE-3
(specifications)

- RCC work in Aluforms (Aluminium Formwork) for structural and non-structural walls, some of the internal walls in light weight blocks.

KITCHEN -

- Black Granite Kitchen platform, 7' high designer type glazed tile dado and SS Sink Provision for Aqua Guard & Exhaust Fan.

TOILETS -

- Concealed Plumbing, Hot and Cold mixer with shower, Wall hung EWC, with Jaquar or equivalent CP fittings.
- Designer type glazed tile dado, height 7' for Bath & 4' for WC.
- White Sanitary ware of Hindware or equivalent.
- Centralized Solar Water Heating System for Toilets or Bathrooms.

ELECTRIFICATION -

- Concealed, modular switches with adequate 5 Amp, 15 Amp and light points.
- TV point, Phone Point & AC point in Master Bedroom only for 2 BHK flats
- Inverter for each flat.
- Single Phase Electric Connection to each Flat.

FLOORING -

- Vitrified tiles 600 X 600 mm in Living, Kitchen, dining and in all other rooms. 300X300mm Antiskid tiles in Terraces & Toilets.

DOORS -

- Both sides Laminate for main door & water proof flush doors for all other rooms and toilets.

WINDOWS -

- Powder coated Aluminum Windows with Mosquito mesh.

INTERNAL PAINT / FINISHING -

- Gypsum finished walls.

SCHEDULE-4
(common amenities for the said Project)

Common facilities for entire project	Recreation Club House, Swimming pool, Yoga, Meditation Area & Multipurpose Hall, Gym/Sports Room, Amphitheatre, Lawn and Sand Pit/ Rubber Flooring, Children play area, Jogging track, Compound Wall, Gates, Society Office space, Back-up for lift, Common Lighting and Water Pumps, Security Intercom facility, Watchman/Security Cabin, Closed circuit television apparatus, Electricity master panel, STP or Waste water re-cycling plant to enable garden & W.C. flushing requirements, Servants Toilets in Parking, Chequered tiles/Paving Blocks/PCC in parking and Drive-ways.
Rider	This shall be subject to change as to number of building/s, apartments therein, their division and/or amalgamation into separate buildings or apartments, provision and situation of open space and/or internal access roads, with proportionate alteration in common facilities as may be found necessary by the Promoter depending <i>inter alia</i> upon market conditions. However, this shall not adversely affect the said Apartment agreed to be purchased by the Allottee/ Purchaser

In witness whereof, the parties hereto have signed and executed this AGREEMENT on the date and at the place herein before first mentioned.

(the Promoter)		
Photograph	LHTI	Signature

(Allottee/ Purchaser)		
Photograph	LHTI	Signature

Witnesses	Signatures

(disclosures and documents contemplated by MOFA/ RERA)

ANNEXURES	Particulars
ANNEXURE - 1	Title Certificate
ANNEXURE - 2	7/12 extract
ANNEXURE - C1	Commencement Certificate
ANNEXURE - C2/ C2A/C3	Sanctioned Layout plan
ANNEXURE - D/E	Sanctioned Building
ANNEXURE - F	RERA registration certificate