



Lunkad Gruhnirman Company

S.No.123/1/1/1 & 123/2, Near Sai Mandir, Wadmukhwadi,
Pune-Alandi Road, Pune-412105 Email Id: lunkadgruhnirman@gmail.com

Date :

Date: _____

ALLOTTMENT LETTER

To,

Mr. _____

Mrs. _____

Address: _____

E-mail address: _____

Dear Sir / Madam,

You have shown your interest in purchasing an Apartment (details of Apartment are more particularly described hereinbelow) in our project 'AMRUTDHARA 'C & D1 & D2' Building ', situated at S.No.123 Hissa No. 1/1/1(pt.) & S.No.123 Hissa No.2 (pt.) of Village Vadmukhwadi, Tal. Haveli, Dist. Pune For 'C & D1 & D2' admeasuring 6312.33 sq.mtrs. as per Sanction Layout admeasuring 10320.73 out of totally admeasuring 12494.25 Sq. Mtr. As per 7/12 extract. We have accepted your offer on following terms and conditions;

APARTMENT PARTICULARS	
APARTMENT No	
FLOOR	
CARPET AREA	
USABLE FLOOR AREA OF ENCLOSED BALCONY	
USABLE FLOOR AREA OF ATTACHED BALCONY	
USABLE FLOOR AREA OF TERRACE	
TOTAL USABLE FLOOR AREA OF APARTMENT	
COVERED PARKING SPACE for 4 wheeler	

OTHER CHARGES PAYABLE BY ALLOTTEE ON OR BEFORE EXECUTION OF AGREEMENT	
Stamp Duty- 6%	
Registration Charges- 1%	

Date:

GST Tax - @12% (Rate applicable of GST will be as per change in rate by Govt. through notification time to time)	
Legal cost, charges and Miscellaneous registration expenses	
Total	

AMOUNTS PAYABLE BY THE ALLOTTEE ON OR BEFORE DELIVERY OF POSSESSION OF THE APARTMENT	
Deposit towards provisional monthly contribution towards outgoings of Society and Maintenance charges Rs- /- paise X Sq.ft total usable area X for 24 months.	
GST (@18%) on the maintenance Charges (or as applicable) (Rate applicable of GST will be as per change in rate by Govt. through notification time to time)	
Total	

TERMS AND CONDITIONS:

1) Issuance of this non-transferable Allotment Letter to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee signs and delivers the Agreement with all the schedules (Copy attached) along with the payments due as stipulated in the above Payment Plan within 30 (thirty) days from the date of this Allotment Letter; and appears for registration of the Agreement before the concerned Sub- Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law.

2) If the Allottee(s) fails to execute and deliver to the Promoter

Date :

Agreement within 30 (thirty) days from the date of this Allotment letter and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter within the aforesaid 30 days, then the Promoter shall serve a notice to the Allottee by e-mail/by hand/by Post/by courier on the address given by the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application/Allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount/ token amount shall be returned to the Allottee without any interest or compensation whatsoever.

3) Minimum token amount should be equivalent to Rs.-----/- of the agreement cost, which shall be retained as interest free bonafide refundable deposit, refundable.

4) Unless agreement is entered into by the applicant, no right of any nature is conferred or intended to be conferred by this Letter on the applicant.

5) All taxes, cess, charges or levies under any concerned statute shall be borne by the Purchaser, over and above price of the Apartment.

6) The Allottee Purchaser has received the floor plan & specification, of the said flat at the time of booking and has no confusions what so ever and would not change the option confirmed by us on the date of booking.

7) In case of cancellation for any reason what so ever then the amount paid by the Allottee against the said booking shall be returned within 30 days from date of cancellation of booking.

I / We have read, understood, accepted and agreed for the above mentioned contents, payment Plan, terms and conditions.

Allottee's Signature 1) _____

2) _____

For LUNKAD GRUH NIRMAN COMPANY

Mr. Ravindra R. Lunkad
(Partner)



AGREEMENT

THIS AGREEMENT is made and executed at Pune on this _____
day of _____ 2017

BETWEEN

I) M/s. LUNKAD GRUH NIRMAN COMPANY

A registered partnership firm,
Having its office at - Survey No. 123/1/1/1 and
Survey No. 123/2, Vadmukhwadi, Pune
PAN No. – AAFFL 0378M
Through its Partner
Shri Ravindra Ramanlal Lunkad
Age – 44 years, Occ. – Business

Hereinafter referred to or called as **"THE PROMOTER/OWNER"** (which expression unless repugnant to the context or meaning thereof shall mean and include its present partner/s, partner/s who may continue/s as the partner of the firm and person/s who may be admitted as the partner of the firm on reconstitution of the firm and on dissolution of the firm right, and obligation, under this agreement to whom allotted and partner/s heirs, executors, administrators, but does not include the partner/s who ceases to be the partner of the said firm and his/her heirs, executors, administrators, etc.)

... PARTY OF THE FIRST PART

AND

II) a] **MR.** _____
Age – ____ years, Occupation – _____
PAN NO. – _____

b] **MRS.** _____
Age – ____ years, Occupation – _____
PAN NO. - _____

R/at - _____

Hereinafter referred to or called as **"THE PURCHASER/S"** (which expression unless repugnant to the context or meaning thereof shall mean and include he/ she/ they/ himself/ herself/ themselves, and his/her/their heirs executors, administrators only).

... PARTY OF THE SECOND PART

WHEREAS

1. All that piece and parcel of the property bearing Survey No. 123/1/1/1 out of which property admeasuring 4494.25 sq.mtrs. and Survey No. 123/2 admeasuring 8000 sq.mtrs. of village Vadmukhwadi, Taluka Haveli, Dist. Pune and more particularly described in First Schedule hereunder is owned by the party of first part i.e. the Owner/Promoter herein referred to as larger land.
2. M/s Lunkad Gruh Nirman Company through its partner Shri Ravindra Ramanlal Lunkad by virtue of registered sale deeds dt. 28/10/2013 has purchased from Shri Vaikunth Prahlaad Kumbhar the land admeasuring 5320 sq.ft. i.e. 494.25 sq.mtrs out of land bearing Survey No. 123 Hissa No.1/1/1. The said sale deed is registered in the office of Sub Registrar Haveli No. 26 at Serial No. 2126/2013 on 28/10/2013. Accordingly, name of M/s Lunkad Gruh Nirman Company, a partnership firm through its partner Shri Ravindra Ramanlal Lunkad has been mutated in the 7/12 extract of the property to the extent of 5320 sq.ft..
3. M/s Lunkad Gruh Nirman Company through its partner Shri Ravindra Ramanlal Lunkad by virtue of registered sale deeds dt. 28/10/2013 has purchased from Shri Vaikunth Prahlaad Kumbhar and M/s Ramdev Ventures through their partners Shri Kunal Sunil Malake, Shri Umesh Raj Machare and Shri Vikrant Hari Malake with the consent of Mrs Avalokita Arvind Mane the land admeasuring 00 H 40 Ares i.e. 4000 sq.mtrs out of land bearing Survey No. 123 Hissa No.1/1/1. The said sale deed is registered in the office of Sub Registrar Haveli No. 26 at Serial No. 2120/2013 on 28/10/2013.

Accordingly, name of M/s Lunkad Gruh Nirman Company, a partnership firm through its partner Shri Ravindra Ramanlal Lunkad has been mutated in the 7/12 extract of the property to the extent of 4000 sq.mtrs.

- 4.** M/s Lunkad Gruh Nirman Company through its partner Shri Ravindra Ramanlal Lunkad by virtue of registered sale deed executed by Mrs Anuradha Ravindra Sadul has purchased the property admeasuring 00 H 32 Ares out of land bearing Survey No. 123 Hissa No.2. The said sale deed is registered in the office of Sub Registrar Haveli No. 26 at Serial No. 2115/2013 on 28/10/2013. Accordingly, name of M/s Lunkad Gruh Nirman Company, a partnership firm through its partner Shri Ravindra Ramanlal Lunkad has been mutated in the 7/12 extract of the property to the extent of 3200 sq.mtrs.
- 5.** M/s Lunkad Gruh Nirman Company through its partner Shri Ravindra Ramanlal Lunkad by virtue of registered sale deed executed by Shri Bhagwan Dudhaji Jaybhaye, Mrs Megha Prakash Jadhavr, Shri Rajsinh Anandrao Jadhav, Mrs Vaishali Rajsinh Jadhav and Shri Vitthal Bhanudas Devkhile with the consent of Mrs Hema Kakasaheb Shinde and Mrs Sujata Shankar Thube has purchased the property admeasuring 00 H 40 Ares out of land bearing Survey No. 123 Hissa No.2. The said sale deed is registered in the office of Sub Registrar Haveli No. 26 at Serial No. 2234/2013 on 2/11/2013. Accordingly, name of M/s Lunkad Gruh Nirman Company, a partnership firm through its partner Shri Ravindra Ramanlal Lunkad has been mutated in the 7/12 extract of the property to the extent of 4000 sq.mtrs.
- 6.** M/s Lunkad Gruh Nirman Company through its partner Shri Ravindra Ramanlal Lunkad by virtue of registered sale deed executed by Shri Vijay Hiranman Burde and Shri Vikas Hiranman

Burde has purchased the property admeasuring 00 H 08 Ares out of land bearing Survey No. 123 Hissa No.2 subject to consideration in terms of agreed constructed area to be allotted to them. The said sale deed is registered in the office of Sub Registrar Haveli No. 15 at Serial No. 7763/2013 on 28/10/2013. Accordingly, name of M/s Lunkad Gruh Nirman Company, a partnership firm through its partner Shri Ravindra Ramanlal Lunkad has been mutated in the 7/12 extract of the property to the extent of 800 sq.mtrs.

7. In pursuance the sale deeds as aforesaid the promoter / vendor has purchased the property admeasuring 12494.25 sq.mtrs. out of Survey No. 123/1/1/1 and Surevy No. 123/2 of village Vadmukhwadi, Tal. Haveli, Dist. Pune and accordingly floated the housing project on the land admeasuring 10320.73 Sq.mtrs. out of the said larger land admeasuring 12494.25 Sq. mtrs. the description of the which is given in Schedule A hereunder written [hereinafter referred to as the "**said property**"]
8. In pursuance of the rights acquired in the said property the Promoter herein have floated the housing project on the said land consisting of residential flats, commercial 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, etc. the flats, tenements and allot exclusive right to car parkings, terraces, reserved / restricted areas, garage/outhouse, space for advertisements on the terrace/s, space for installation tower/s of wireless communication on the top terrace of the building/s etc. in the building/s, 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.

9. The Promoter herein had proposed to float ownership scheme on the said land under name and style " **AMRUTDHARA** ". The Promoter herein have proposed multi storied buildings 'A, B' C & D1-D2' on the said land. Hereinafter aforesaid project is referred as "**THE SAID PROJECT**" and building is referred as "'C' & 'D1&D2' BUILDING".
10. The Promoter herein have entered into standard agreement with Architect **Khire-Bhide Associates**, for preparation of the layout and drawing of the buildings, who is registered with the Council of Architect and further also entered into standard agreement with structural engineer Spectrum Consultant, for preparation of structural design and accepted the professional supervision of such Architect and Structural Engineer till the completion of The Said Project, subject to the Promoter herein have reserved right to change aforesaid Architect who is registered with the Council of Architect or Structural Engineer as the case may be before the completion of The Said Project and appoint new Architect or structural engineer for completion of the project as the circumstances may require.
11. The Promoter/Owner herein alone has sole and exclusive right to sell the flats in 'C' & 'D1 & D2' Building/s to be constructed by the Promoter on the said land and entered into agreement/s with the Purchaser/s of the flats and to receive the sale price in respect thereof. As per Development Control Rules applicable to The Said Project, the Promoter herein have to pay / paid premium etc. for obtaining additional sanction/s as per the applicable rule. The Promoter herein have also sole and exclusive right to lease, mortgage, etc. the flats. In pursuance of the aforesaid transaction the Promoter herein have sole and exclusive right to enter into agreement/s with the purchaser/s, lessee, mortgagee, of the flats etc. and to receive the sale price etc. in respect thereof.

- 12.** AND WHEREAS the Promoter have taken responsibility of register the Project under the provisions of the Act with the Real Estate Regulatory.
- 13.** The Purchaser/s herein has/have demanded from the Promoter and the Promoter have give inspection to the Purchaser/s of all the documents of the title relating to the said land, the plans, designs and specifications prepared by the Promoter 'Architect and of such other documents as are specified under the The Real Estate [Regulation and Development] Act, 2016, (hereinafter referred to as "**THE SAID ACT**") and rules made thereunder.
- 14.** The Promoter/Owner herein has obtained from Pimpri Chinchwad Municipal Corporation, sanctioned to the building plans vide **commencement certificate No. BP / Layout / Wadmukhwadi / 04 / 2015 dt. 11/03/2015 & Revised commencement certificate No. BP / Layout / Wadmukhwadi / 02 / 2016 dt. 04/03/2016** and the Promoter/Owner also obtained non agricultural permission for the said land from **Collector Revenue Branch, Pune vide order No. PMH / NA / SR /1078/ 2014 dated 01/06/2015** for residential purpose. For the aforesaid purpose the building plan / building layout plan / plot layout plan is required to revised. While sanctioning the said plan concerned Development Controlling Authority and / or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said land and 'C' & 'D1 & D2' Building and upon due observance and performance of which only the completion and occupation certificate in respect of 'C' & 'D1 & D2' Building/s shall be granted by the concerned Development Controlling Authority, if provided in concerned Development Control Rules applicable to The Said Project.
- 15.** The Promoter have accordingly commenced the construction of the building/s in accordance with the said plans.

16. After the Purchaser/s's enquiry, the Promoter 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 Promoter herein. The Purchaser/s has/have satisfied himself/ herself/ themselves in respect of the marketable title and rights and authorities of the Promoter herein and therefore, has/have agreed to purchase the residential / commercial tenement which is more particularly described in the Annexure-1 herein and shown on the plan annexed hereto as Annexure (hereinafter referred to or called as **"THE SAID TENEMENT")**.

17. Details of the tenement is annexed hereto as Annexure-1, specifications of the building and tenements as agreed to be provided is annexed hereto as Annexure-2, Plan showing the said land along with the access road and building layout is annexed hereto as Annexure, tenement floor plan of the building in which tenement under transaction, is annexed hereto as Annexure, Sanctioned layout plan is annexed hereto as Annexure, 7/12 Extracts showing the nature of the title of the owners of the said land is annexed hereto as Annexure and copy of the Certificate of the title, issued by the Advocate of the Promoter is annexed hereto as Annexure.

18. The Purchaser/s herein is/are aware of the fact that the Promoter herein have entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other tenement/s in the projects.

19. Subject to otherwise agreed, reserved and provided herein, the Promoter have agreed to sell and the Purchaser has agreed to purchase the said tenement, and the parties hereto therefore, have executed the Agreement to Sell, to witness the terms and conditions thereof, in compliance of the provisions of Real Estate [Regulation and Development] Act, 2016, the parties hereto are desirous to

reduce in writing all the terms and conditions of this transaction and hence these presents.

- 20.** AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. CONSTRUCTION, ALTERATION AND MODIFICATION IN SANCTIONED BUILDINGS PLANS:-

The Promoter/Owner shall construct 'C' & 'D1 & D2' Building/s on the said land in accordance with the plans designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser herein with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority / the Government to be made in them or any of them:

Provided that the Promoter shall have to obtain prior consent in writing from the Purchaser herein in respect of such variations or modifications which adversely affect the said tenement which the Purchaser herein has agreed to purchase on ownership basis in pursuance of this instrument.

2. CONSIDERATION OF THE SAID TENEMENT:-

- A. Considering the present status of the construction of the building/s at site in which the said tenement is situated and further in light of the Purchaser agreed to pay the consideration as stated sub-para 'B' hereunder written, the Promoter have agreed to sell at concessional rate and Purchaser herein has agreed to purchase, all that, residential tenement / Flat.

Details of Flat/ Tenement:

FLAT NO. _____

ON _____ **FLOOR IN THE** '____' **BUILDING**

PROJECT NAMELY "AMRUTDHARA C & D1 &D2" having

Carpet Area of the Flat ----- Sq. Ft. i.e. -----Sq. Mtr.

**Carpet Area of enclosed Balcony _____ Sq. Ft. i.e. -----
Sq.Mtr.**

**Carpet Area of the Attach Terrace ----- Sq. Ft. i.e. _____
Sq.Mtr.**

Covered Parking No:- -----

which tenement is more particularly described in the Annexure-1 annexed hereto and shown floor plan annexed hereto as Annexure i.e. said tenement, at or for total consideration of Rs.

_____/ - **(Rupees_____)**

including **Rs.** _____ being the proportionate of the common areas and facilities appurtenant to the said tenement, the expenses for obtaining electric connection from M.S.E.D. Co. Ltd., expenses for formation of society etc. including share money, expenses for final conveyance deed, expenses for providing backup for lifts and common lights, subject to the encumbrance of the limited areas and facilities but excluding all expenses of stamp duty and registration fees, Goods & Service Tax etc., which will have to be paid by the Purchaser/s to the Promoter or concerned authority separately and if such amount is paid by the Purchaser/s to the Promoter then the Promoter will issue the receipt to that effect to the Purchaser .The Flat / Tenement Purchaser's hereby pays to the Promoter sum of **Rs.**_____/ - before the execution of this agreement. The nature, extent and description of the common / limited common areas and facilities / limited common areas / facilities which are more particularly described in the Schedule-II written hereunder. The Promoter herein have agreed to provide the

specification in the said tenement, 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 Promoter herein have agreed to sell the said tenement on ownership basis at the rate on carpet area of the said tenement on lumpsum basis, at or for consideration as stated hereto before.

B. The Purchaser/s herein is well aware that, the building / wing in which the said tenement is situated is under construction on the said land, construction of which is in progress and considering the present status of the construction of the same, The flat purchaser/s hereby agrees to pay the balance amount of **Rs. _____/-** the aforesaid agreed consideration to the Promoter in the following manner:-

The Promoter has sanctioned project Amrutdhara 'C & D1 & D2' having 2 Buildings consisting 10 floors consisting of 175 flats thereon which is under progress on the project land in accordance with the plans, designs and specifications as may be approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except (i) any alteration or addition required by any Government authorities or due to change in law, or (ii) the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as may be necessary due to architectural and structural

reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee.

1.a(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ----- of the type '---' of carpet area admeasuring ----- sq. metres on Eighth floor in the building '-----' along with usable floor area of enclosed balcony admeasuring ----- sq.mt., and attached usable floor area of Terrace ----- sq.mtrs (hereinafter referred to as the Apartment) as shown in the floor plan thereof hereto annexed and marked Anexures 6 and 3 for a lump sum consideration of Rs. _____/- including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking space bearing No. _____ situated at _____ being constructed in the layout for the consideration of Rs...../-.

1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. _____/-

1(c) The allottee has paid on or before execution of this agreement a sum of **Rs. _____-/- (Rupees _____ Only)** as advance payment and hereby agrees to pay to the Promoter in following manner:

PARTICULARS OF PAYMENT – Attach Annexure - 3

The Purchaser/s herein shall pay the aforesaid consideration to the Promoter herein on due date or within 7 days from the Purchaser/s receiving the written intimation from the Promoter calling upon the Purchaser/s to make the payment. Payment in time is the essence of the contract.

It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Apartment is located and

the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments.

1(d)The Total Price above excludes stamp duty and registration charges, Taxes (consisting of tax paid or payable by the Promoter by way of Goods & Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the Apartment) and which shall be borne by the allottee as and when applicable.

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

1(f)The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified

in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the

Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

1(h)(a) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Apartment.

(b) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ works contract tax or Goods and Service Tax or any such tax penalties etcetera, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central

or the State Government or by the local authority or by any revenue or other authority, in r Goods & Service Tax espect of the Project land or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Allottee. The Allottee hereby, indemnifies the Promoter and the Allottees's organisation from all such levies, cost and consequences. The Allottee shall pay the amount of such Goods & Service Tax as may be called upon by the Promoter, either to the Promoter or in any specific account for collection of Goods & Service Tax as may be directed by the Promoter. The Allottee shall not be entitled to possession of the said Apartment, unless he pays such amount of Goods & Service Tax.

3. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter 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 as per state Bank of India highest Marginal Cost of Lending Rate plus 2% per annum with monthly rest, on all the amounts which become due and payable by the Purchaser/s to the Promoter 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 Promoter under this agreement, nor shall it be construed as condonation of the delay by the Promoter against delay in payments by the Purchaser/s.

4. TERMINATION OF AGREEMENT:-

- 4.1 If the Purchaser/s herein violates any terms and conditions of this agreement for whatsoever reason including non payment of agreed consideration within stipulated period then, the Promoter 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/s 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/s herein fail to rectify the default / breach of terms and conditions within aforesaid stipulated period, then the Promoter 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 Promoter herein shall be entitled to issue Second Notice as to the termination of the Agreement and thereafter the Promoter herein entitled to deal with the said tenement with the prospective buyer.

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

4.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said tenement between the Promoter and Purchaser/s 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 Promoter and Purchaser/s herein shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

On termination of transaction in respect of the said tenement as aforesaid the Purchaser/s herein shall be entitled to receive the amount being refund of consideration paid by the Purchaser/s to the Promoter

4.5 Notwithstanding any of the above clauses in the event of the Promoter unable to give possession of the said tenement on the due date, for reasons of there being any adverse order being passed in any proceeding by any Court, the Purchaser/s will be entitled to terminate this agreement and on such termination the Promoter shall within 30 days of such termination refund the entire amount received under this agreement with interest at the

rate as per the State Bank of India highest marginal cost of lending rate plus 2% p.a.

- 4.6. Provided further that upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee after deduction of 10% of the sale consideration of the Apartment as liquidated damages, all the installments which may till then have been paid, within a period of thirty days of the termination. In the event of termination of Agreement as aforesaid the Allottee will not be entitled to claim / demand any interest and/or compensation from the Promoter.

5. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY:-

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 sanctioning the said plans or thereafter and shall, before handing over possession of the said tenement to the Purchaser/s herein, obtain from the concerned local authority / development controlling authority occupation and/or completion certificate in respect of the said tenement. The Purchaser/s herein also shall observe and perform all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time sanctioning the said plans or thereafter and further observe all development controlling rules applicable to the building in which the said tenement is situated.

6. DISCLOSURE AS TO THE FLOOR SPACE INDEX AND UTILISATION OF THE SAME WITH TDR ETC.:-

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 10320.73 square meters only and Promoter has planned to utilize Floor Space Index of - 8405 Sq. Mtr. 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 available in future on modification to Development Control Regulations, which are applicable to the said phase of the Project. The Promoter has disclosed the Floor Space Index of 6856 Sq. Mtr. as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

7. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:-

The Promoter herein have made full and true disclosures to the Purchaser/s as to the title and rights and authorities of the Promoter in respect of the said land as well as the encumbrances, if any, known to the Promoter. The Promoter herein have also requested to the Purchaser/s to carry out the search and to investigate the Marketable Title and rights and authorities of the Promoter herein, in respect of the said land by appointing his/her/their own Advocate. As required by the Purchaser/s the Promoter 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 and rights and authorities of Promoter 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 and the right/authority of the Promoter herein in respect of the said land and further their rights and authority as to enter into this agreement.

8. SPECIFICATIONS AND AMENITIES:-

The Fixtures, fitting and amenities to be provided by the Promoter in 'C' & 'D1 & D2' Building and the said tenement are those that are set out in Annexure annexed hereto. Common amenities for the project on the said land are stated in Schedule-II(A) hereunder written. In the scheme multi storied highrise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, the Promoter herein specifically informed by its consultant not to allow any internal changes, as to shifting of walls, toilets, chizeling walls and R.C.C. members and hence the Promoter 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, toilets etc. and no deduction in consideration will be given for material or labour on account of any change or modification or alteration will not be accepted.

9. DELIVERY OF POSSESSION:-

The Promoter shall give possession of the Apartment to the Allottee on or before _____ day of _____ of Amrutdhara 'C & D1 & D2'. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest as per State Bank of India highest Marginal Cost of Lending Rate Plus 2% per annum from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

i) Non-availability of steel, cement, other building material, water or electric supply:

ii) war, civil commotion or act of God ;

iii) any notice, order, rule, notification of the Government and / or other public or competent authority / court.

SCHEDULE FOR POSSESSION OF THE COMMON AMENITIES:- The Owner/Promoter herein is developing the said Amrutdhara C & D1&D2 which consists of Various phases having common amenities like club house, garden etc, the construction / development of the said common amenities of Amrutdhara C & D1&D2 will be provided in the scheme would be completed till the completion of the entire scheme.

9.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the (Apartment / Plot), to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the (Apartment/Plot) to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation as part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

9.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy :

9.3 Failure of Allottee to take Possession of (Apartment / Plot) : Upon receiving a written intimation from the Promoter as per clause, the Allottee shall take possession of the (Apartment / Plot) 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 / Plot) to the allottee, In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

10. DEFECT LIABILITY :-

If Within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provisions of services, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defects in the manner as provided under the Act. Provided however, that the Allottee/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 'C' & 'D1 & D2' Building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/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 defect/s caused on account of wilful 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 allottee 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 allottee 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 allottee/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/manufactures that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the allottee has been made aware that the allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural 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 allottee, 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 materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

11. USE OF THE SAID TENEMENT:-

- 11.1 The Purchaser/s herein shall use the said tenement or any part thereof or permit the same to be used only for purpose of residence. The Purchaser/s shall use the garage or parking space only for purpose of for keeping or parking his / her / their own vehicle.
- 11.2 The Purchaser/s shall use the said tenement or any part thereof or permit the same to be used only for residential purpose as shown in the sanctioned plan, provided that, any Owner/s or Occupier/s of any residential tenement in the building / wing 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.
- 11.3 After delivery of possession of the said tenement by the Promoter 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 tenement to any third party on leave and license basis or otherwise, prior written consent of the Promoter till the formation of Co-operative Society and thereafter consent of the society in writing shall be required to be obtained by the Purchaser/s herein or owner of the said tenement as the case may be and further copy of such instrument shall be handed over to the Promoter or society 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 alongwith the details of the persons who intend to reside / use the said tenement.

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

The Allotte along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

12.1 The Promoter shall, within three month three month of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor / Lessor / Original Owner / Promoter and / or the owners in the said structure of the Building or wing in which the said Apartment is situated.

12.2 The Promoter shall, within three months of registration of the Federation / apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation / Apex body all the right, title and the interest of the Vendor / Lessor / Original Owner /

Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

12.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and / or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company 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. 3.25/- per sq.ft. per month on Total Usable floor area + GST for the period of 24 months towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance / assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance / assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

13. PAYMENT OF TAXES, CESSSES ETC:-

13.1 The Purchaser/s herein is well aware that, the Central Government & State Government of India has imposed Goods & Service Tax on construction cost and which construction cost is

to be determined as provided under the aforesaid act out of the transaction for the sale of tenements by the Promoter to the Purchaser/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government & State Government has imposed on the Promoter and hence it is agreed between the parties hereto that, the Purchaser/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.

- 13.2 If at any time, before or after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge, 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 tenement or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoter from all such levies, cost and consequences.
- 13.3 From the date of the possession / Occupation Certificate which ever is earlier in respect of the said tenement the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said tenement and proportionate maintenance charges in respect of 'A, B 'C' & 'D1 & D2' 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 Promoter authorized committee of the Society, which is to be formed by the Promoter herein as stated hereinbefore. But it is specifically agreed between the Parties hereto that, the Promoter is not responsible/liable to pay or share in the aforesaid expenses in respect of unsold premises/tenement in the building which is under construction on the said land.

14. COMMON MAINTENANCE:-

Commencing a week after notice in writing is given by the Promoter to the Purchaser that, the said tenement is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building/s namely - maintenance of open space, energy meter bills payable to M. S. E. D. Co. Ltd. for the street lights, common lights in open space, garden, stairway, passages, outer periphery of the building, lift, machine room, genset, water pumps, expenses for fuel of genset, annual maintenance of lift, genset, motors, payment to sweepers, motorman, security person/s, person cleaning overhead and under ground water tank, maintenance management team, person working in club house etc. and all other expenses necessary and incidental to the management and maintenance of the said land and building/s, but not covered the payment of taxes, being property tax payable to the concerned local authority in respect of the tenement, insurance or sinking funds, non agricultural assessment or other taxes payable to the State or Central Government, energy meter bills for individual tenement as well as water meter bills for individual tenement and internal maintenance of the tenement.

For the purpose of aforesaid maintenance, the Promoter herein have decided to have **Rs. ____/- per sq. ft. per month X Total Usable floor area of the said Apartment ____ Sq. Ft. + GST for the period of 24 months** for the tenements. Each buyer of the tenement in the project shall pay the aforesaid amount prior to receiving the possession by demand draft / cheque issued in the name of Promoter and the Promoter herein shall entitled to use the aforesaid deposit amount. Thereafter, when it thinks fit the Promoter shall handover to the society or

Ad-hoc Committee of the tenement holders formed by the Promoter for maintenance purpose.

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

15.1 The Promoter herein have specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, 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 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/s herein specifically undertakes to abide aforesaid condition and on relying upon this undertaking, the Promoter herein have agreed to allot and sale the said tenement to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.

15.2 The project on the said land shall and will be known as **"AMRUTDHARA "**. The Promoter herein are providing advance technology amenities / material / plant and equipment in common facilities like club house, elevators, 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 Promoter shall not be responsible after

handing over of premises to society, society 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 Promoter shall and will not responsible.

16. ADJACENT TERRACES:-

It is also understood and agreed by and between the parties hereto that, the terrace space in front of or adjacent to the terrace flats / tenements in 'C' & 'D1 & D2' Building, if any, shall belong exclusively to the respective buyer of such tenement and such terrace spaces are intended for the exclusive use of the respective such tenement buyer. The said terrace shall not be enclosed by the such tenement buyer till the permission in writing is obtained from the concerned local authority and the Promoter or society, or Association of Apartments as the case may be.

17. SPECIFIC COVENANTS:-

- 17.1 The relation between Promoter and Purchaser/s herein for the transaction in respect of the said tenement is seller and buyer respectively and the Promoter have agreed to sell the said tenement being constructed tenement on the terms and conditions set forth in this present. The Promoter herein is constructing the said tenement 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.
- 17.2 The Purchaser/s herein admits and agrees to always admit that, after delivery of possession of the said tenement by the Promoter to the Purchaser herein, it will always presumed that, the Promoter had discharged and performed all his obligations except formation of proposed society and conveyance as stated heretobefore in favour of such society in which the Purchaser/s herein will be member in respect of the said tenement, under

the said agreement and as well as under The Real Estate [Regulation and Development] Act, 2016 and The Maharashtra Apartment Ownership Flats Act, 1970 and rules made thereunder. The final Conveyance Deed will be executed within 6 months from the date of receipt of full and final completion certificate from Development Controlling Authority for all the buildings/wings, which are under construction on the said land with or without amalgamation of adjacent land. The Purchaser/s herein does not have any claim or grievance of whatsoever nature against the Promoter.

- 17.3 After the Promoter obtaining the completion / occupation certificate in respect of the said tenement 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 Promoter.
- 17.4 The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of tenements, flats, tenements being commercial or otherwise in the buildings which are to be constructed on the said land and other adjacent land which the Promoter herein developing being one project, as well as in amenity space and allotment of exclusive right to use garage, terrace/s, car parking/s, garden space/s, space/s 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.
- 17.5 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect

of the said land and building/s / wing/s or any part thereof except the said tenement. The Purchaser/s shall have no claim save and except in respect of the said tenement hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of the Promoter until the said land and building is/are transferred to the society as hereinbefore mentioned.

- 17.6 Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.
- 17.7 Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this agreement and other agreements in respect of the other tenement shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the tenements in the building/s is received by the Promoter.
- 17.8 The Promoter / Owner herein has not undertaken any responsibility nor has he/they agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement.
- 17.9 Considering the project on the said land is residential housing project having residential tenements in Multi storied building and for that, having internal approach roads and to have the security for the human beings and also should not damage the internal

road, it is specifically prohibited to bring any type of heavy vehicle such as Trucks, Bulldozers, Buses, Tractors etc. inside the project by any occupant in the project or any third party and considering this aspect the Purchaser herein shall observe the aforesaid condition personally as well as any person occupying or visiting the said tenement.

17.10 The Promoter herein by spending huge amount providing high quality specifications in the said tenement and for the buildings which are under construction on the said land as well as adjacent land which Promoter herein is constructing, hence Purchaser/s / unauthorised 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 this instrument 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 tenement 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 tenement 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 conveyance in the name of society, the such society will have absolute authority to expel the member for the said tenement and dispose off such tenement in market and refund the amount paid by the Purchaser to the Promoter herein being consideration of the said tenement. This condition is the essence of contract and Purchaser herein undertakes to abide the same.

17.11 The Promoter herein by spending huge amount has made high quality external elevation for the buildings which are under

construction on the said land and adjacent land which Promoter herein is developing and to have the such external look forever, the Promoter herein specifically informed to the Purchaser/s herein that, any buyer of the any tenement in the building shall and will not entitled to chiezel 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 been seen on external elevation. The Purchaser/s herein undertake to abide this condition and if any owner or occupier of any tenement in the building committed breach of this condition then, the Promoter as well as propose society which is to be formed by the Promoter for the tenement holders in the building which are under construction under said land and adjacent lands which Promoter herein is developing 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 tenement.

17.12 The Promoter herein specifically informed to the Purchaser/s that, Plaster of Paris work, water proofing and anti termite treatment in the project the guarantee stands automatically extinguished for the tenement, if any owner or occupier of such tenement in the building/wing 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.

17.13 The Promoter herein are promoting the project on the said land having high value and having harmony in construction as well as colour combination and to maintain the same if any tenements holders in the project desire to have the any internal changes in his tenement he shall obtain prior permission from the society/apartment/company/body that may be formed by the

Promoter, in writing by depositing the deposit amount of Rs.15,000/- or amount which will be decided by the Society from time to time and such amount shall and will have no interest. After completion of internal work, the such tenement holder shall remove all rabbits etc. from the tenement as well as within the premises of the project elsewhere at his own cost and risk and clean the site at satisfaction of the Society and thereafter on application, the Society will refund the deposit amount without interest thereon to such tenement holder. On the contrary if the such tenement holder fails to clear the site as aforesaid then Society will clear the such rabbit etc. by deputing proper employees at the cost and risk of the such tenement buyer and deduct the amount of expenditure alongwith lumpsum fine of Rs.5000/- out of the deposit amount and refund the balance if any to the such tenement holder or recover the additional amount if recoverable.

17.14 The parties hereto are well aware that, the Flat Number is three or four digit, first one or two digit denote floor of the building / wing and last digit denote the flat number.

18. COVENANTS AS TO THE USE & MAINTENANCE OF THE SAID TENEMENT ETC:-

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

18.1 To maintain the said tenement at the Purchaser/s's own cost in good tenantable repair and condition from the date of possession of the said tenement is taken and shall not do or cause to be done anything in or to the said tenement or the building in which the said tenement 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 tenement and/or to the building in which the tenement is situated and in or to the said tenement itself or any part thereof.

- 18.2 Not to store in/outside the said tenement 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 tenement 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.
- 18.3 To carry at his/her/their own cost all internal repairs to the said tenement and maintain the said tenement in the same conditions, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Purchaser/s with the written consent and under the supervision of the Promoter 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.
- 18.4 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 tenement 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 tenement 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 pardis or other structural members in the said tenement.

- 18.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- 18.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said tenement in the compound or any portion of the said land and the building.
- 18.7 Pay to the Promoter within 07 days of demand by the Promoter, his share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said tenement is situated.
- 18.8 To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion/occupation certificate in respect of the said tenement 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 tenement by the Purchaser/s viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.
- 18.9 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 Tenement until all the dues payable by the Purchaser/s to the Promoter 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 Promoter and obtained written consent thereof.

18.10 The Purchaser/s shall observe and perform all the rules and regulations which the Society 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 is 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 Co-operative Housing Society, the Owners of the tenements regarding the occupation and use of the Tenement 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.

18.11 Till the conveyance of the building in which the said tenement is situated is executed, the Purchaser/s shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Tenement and the said land and building or any part thereof to view and examine the state and conditions thereof.

19. NAME OF THE SCHEME AND BUILDING/S / WING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein have decided to have the name of the

Project on the said land as "**AMRUTDHARA** " and wings will be denoted by letters A, B, C, D1 AND D2 and further erect or affix Promoter ' name board at suitable places as decided by the Promoter herein on any building/s and at the entrances of the scheme. The Purchaser/s or other tenement holders in the building/s or proposed Society or its successors herein are not entitled to change the aforesaid project name and remove or alter Promoter name board in any circumstances. This condition is essential condition of this Agreement.

20. SERVICE OF NOTICES:-

All notices to be served on the Purchaser/s and if more than one Purchaser/s than on the Purchaser No.1 as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser or Purchasers as the case may be by under certificate of posting at his/her/their address/es specified in the title of this agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES.

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the

extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the (Apartment / Plot) to the total carpet area of all the (Apartments / Plots) in the Project.

24. FURTHER ASSURANCES

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

25. The Execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in 30 after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Sub-Registrar Haveli No. 26, Pimpri.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance / assignment of lease at the proper registration office of registration within the time limit prescribed by the

Registration Act and the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and notified Email ID / Under Certificate of Posting at their respective address specified below :

MR. _____ (Name of Allottee)

R/At: _____.

Notified Email ID : _____

M/s. Lunkad Gruh Nirman Company Through Its Partner

Mr. Ravindra R. Lunkad Promoter name

Add:S.No. 123/1/1/1 & 123/2, Near Sai Mandir, Wadmukhwadi,
Pune - 412105 (Promoter Address)

Notified Email ID : lunkadgruhnirman@gmail.com

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

28. JOINT ALLOTTEES

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

29. Dispute Resolution :

Any dispute between parties shall be settled amicably. In case of failure to settled to dispute amicably, which shall be referred to the RERA (Real Estate Regulation and Development) Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 Rules and Regulations thereunder.

30. GOVERNING LAW

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

31. STAMP DUTY AND REGISTRATION FEE:-

As agreed between the parties hereto, the Purchaser/s herein has paid proper stamp-duty alongwith 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.

32. REGISTRATION -

The Purchaser/s shall present this agreement as well as any other deeds, documents etc. which are required to be executed by the parties hereto in pursuance of these presents at the proper registration office for the registration within the time limit prescribed under the registration act.

The said flat is valued of **Rs. _____** /-so for the valuation price of the said flat is **Rs. _____** /- and so the Purchaser herein has to pay Stamp Duty **Rs. _____** /- (**Rupees _____ Only**) along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter and the Owners/consenting party herein in favour of the flat Purchaser herein. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the flat purchaser.

FIRST SCHEDULE

[Description of Property]

A. All that piece and parcel of the property situate at village Vadmukhwadi, Taluka Haveli, District Pune within the limits of Registration District of Pune, Sub Registrar Haveli within the limits of Pimpri Chinchwad Municipal Corporation bearing Survey No. 123, Hissa No. 1/1/1 out of which property admeasuring 494.25 sq.mtrs and bounded as follows –

On or towards

East - Internal Road and private plot No. 9
South - Private plot No. 27
West - Private plot No. 29 and 29A
North - Property out of S.No. 123/2

B. All that piece and parcel of the property situate at village Vadmukhwadi, Taluka Haveli, District Pune within the limits of Registration District of Pune, Sub Registrar Haveli within the limits of Pimpri Chinchwad Municipal Corporation bearing Survey No. 123, Hissa No. 1/1/1 out of which property admeasuring 00 H 40 Ares i.e. 4000 sq.mtrs and bounded as follows –

On or towards

East - Pune Alandi Road
South - Property out of S.No. 123/1/1/1
West - Property out of S.No. 124
North - Property out of S.No. 123/2

C. All that piece and parcel of the property situate at village Vadmukhwadi, Taluka Haveli, District Pune within the limits of Registration District of Pune, Sub Registrar Haveli within the limits of Pimpri Chinchwad Municipal Corporation bearing Survey No. 123, Hissa No. 2 which property admeasuring 00 H 80 Ares i.e. 8000 sq.mtrs and bounded as follows –

On or towards

East - Pune Alandi Road
South - Property out of S.No. 123/1/1/1

West - Property out of S.No. 124
North - Property out of S.No. 123 of Expart properties

Therefore, the properties forms a contiguous block which is admeasuring 12494.25 sq.mtrs. out of which the property admeasuring 10320.73 Sq.mtrs. which is subject property of this agreement which is bounded as follows –

On or towards

East - Pune Alandi Road

South – Property out of S.No.123/1/1/1

West - S.No.124

North - Property out of S.No. 123 of expert Properties

Together with all rights, title and or interest, hereditaments, privileges, easements, appurtenances, right of ingress and egress, approach road etc., attached thereto.

NOTE: Boundaries as per Government Record are to be considered and the same shall prevail over.

SECOND SCHEDULE

A] COMMON AREAS AND FACILITIES:

1. Club House with Gymnasium
2. Landscaped Garden & Party Lawn.
3. Children's Play Area
4. Meditation Dome
5. 5/6 passengers lifts - Brand - Sahara Elevators
6. Back up for lift & common area.
7. Solar system.
8. Elegant Entrance Gate.
9. Internal Concrete Roads.
10. Water Tank and connected pumps sets.
11. Common terrace (Which excludes the Terrace allotted exclusively to the respective flat & top terrace with Vendors.)
12. Letter box and Name plate for each flat.

13. Fire fighting system.
14. Rain Water Harvesting.
15. Two Level Parking.
16. Facility Of Garbage Chute
17. Video Door Phone Facility

B] LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. Terraces adjacent to the terrace flats shall exclusively belong to such respective flats.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

The common amenities provided in the scheme would be completed till the completion of the entire scheme.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT PUNE ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN

SIGNED AND DELIVERED

by the within-named

SIGNED AND DELIVERED

by the within-named

M/s Lunkad Gruh Nirman Company
Through its Partner

SHRI RAVINDRA RAMANLAL LUNKAD

PROMOTER / OWNER

SIGNED AND DELIVERED

by the within-named

IN THE PRESENCE OF:-

1)Signature _____

Name _____

Address _____

1) MR. _____

2)Signature _____

Name _____

Address _____

2) MRS. _____

ANNEXURE-1
(DETAILS OF THE SAID ACCOMMODATION)

- 1. Flat No: _____
- 2. Floor: _____
- 3. In AMRUTDHARA '____' Building
- 4. Carpet Area of the Flat _____ Sq. Ft. i.e. _____ Sq. Mtr.
- 5. Carpet Area of enclosed Balcony -- Sq. Ft. i.e. ----- Sq.Mtr.
- 6. Carpet Area of the Attach Terrace ----Sq. Ft. i.e. --Sq.Mtr.
- 7. Covered Car Parking No.- -----

8. Area of Covered car Parking - --- Sq. ft. i.e. ----- Sq. Mtr.

Consisting of one living, one kitchen with dining, one/ two bedrooms, with toilets and passage, alongwith appurtenances therto.

Note: That the parking space including the parking soldto the allottee/s shall be used only for the purpose of parking.

**AND
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.

(PROMOTER)

(PURCHASER/S)

ANNEXURE-2

(Specifications of the buildings and tenements)

1. All door frames of wooden with painted flush doors.
2. Powder coated Aluminum sliding Windows with Mosquito Net & Decorative Safety Grills.
3. Vitrified Flooring in all rooms. (Brand Zealtop or Equivalent brand)
4. Anti-skid Flooring in Attached Terrace & Bathrooms.
5. Granite kitchen platform with stainless steel sink and Ample Electrical outlets with provision for kitchen Appliances.
6. Coloured Ceramic Dado Tiles Upto 7' height, hot & cold Mixer Unit in Bathroom. (Brand - Jaguar or Essco sumthing Special or

- Equivalent brand)
7. Concealed plumbing.
 8. Concealed Electrification of ISI Make, F.R.Wiring (Brand- Polycab or Equivalent brand) with Branded Switches (Brand- L&T or Equivalent brand).
 9. External Decorative Acrylic paint finish and Internally good quality oil Bound Distemper.(Brand - Prime Color Product or Equivalent brand)
 - 10.Provision of Tele.& T.V.Point in living room.
 - 11.Parking with Decorative Flooring.

NOTE :-

- 1. The aforesaid specifications are general and will be provided in the residential accommodation as suitable in accommodation as per the discretion of the Promoter.**
- 2. Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item which is agreed as aforesaid.**

ANNEXURE - 3
(Particulars of Payment)

ANNEXURE - 4
(Commencement Certificate)

ANNEXURE-5
(Plan showing building layout)

ANNEXURE-6
(Tenement Floor Plan)

ANNEXURE-7
(Copy of NA order)

ANNEXURE-8
(Copy of 7/12 Extract of)

ANNEXURE-9
CERTIFICATE OF TITLE

ANNEXURE-10
(Copy of PAN card/Aadhar Card)