

Onnovative Excellence

Allotment Letter

Date:
То
Dear Madam/ Sir,
Sub: Allotment of Flat No on floor in Building No
known as, situated at
We are pleased to inform you that we have allotted Flat No on floor as requested by you in Building No known as at in your favor. Your Permanent Account No. is with us.
The total value of the said flat is Rs
the same within seven days from the receipt of the demand letter. I/We hereby confirm the contents on this allotment letter.
For Panvelkar Group Builders and Developers,
Authorized Signatory

AGREEMENT FOR SALE OF FLAT

This Agreement for	Sale of flat made	and executed.	at Ambernath	on this
day of	, 2017.			

BETWEEN

M/s. PANVELKAR GROUP BUILDERS AND DEVELOPERS. a partnership firm having office at Plot no.194, Sai Nandanwar CHS, Shiv Sena Shakha, Shiv Ganesh Nagar, Ambernath (E) 421501 herein after referred to as "THE PROMOTER/ DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner for the time being of the said Firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving Partner, his/her assigns)

...PARTY OF THE FIRST PART

AND

Mr			,	residing	g at		
Hereinafter i	referred	to as	'THE	ALLO	TEE/PU	RCHASE	R' (which
expression sh	ıall mean	and in	clude t	the male	e and / o	r female g	gender and
also mean ar	ıd includ	e singu	ılar or	plural	purchase	rs as the	case may
be, and unle	ss it be	repugn	ant to	the cor	ntext or	meaning	thereof be
deemed to m	ean and	include	c the F	Purchas	er and h	is heirs,	executors
administrator	s and pc	rmitted	assign	ıs)			

...PARTY OF THE SECOND PART

...PARTY OF THE THIRD PART

WHEREAS:

Piece and parcel of land situate bearing Survey no.8A admeasuring 1,867 sq. mts. situated at village Kohoj-Khuntavli, Tal. Ambernath corresponding City Survey no.47 of Ambernath City Survey Office and within limits of Ambernath Municipal Council (hereinafter referred to as the "Entire Land"

Lakhambale, Mr. Raghunath Nana Lakhambale & Mr. Shivai Nana Lakhambale as exclusive owners as shown in record of rights & others per record of rights vide mutation entry no.1714 read with 1724 and same was acquired by them by way of succession from their predecessor in the title Mr. Nana Krushna Lakhambale. No other name seen in other right column and Kul Khand column

Necessary mutation was effected vide Mutation entry no.1714 & 1724. Land is used for residential purpose and necessary endorsement of NA use is seen on record.

Land was subject to City survey number and necessary City Survey numbers are allotted by the Ambernath City Survey Office viz. City Survey no.46. Land in question is not affected by the provisions of the Urban Land (C&R) Act.

Said Joint owners decided to demarcate their respective un-divided share in land in question as per their respective possessions and said Survey no.8A admeasuring 5400 sq. mts. was divided into three equal parts and land in question admeasuring 1867 sq. mts. out of the entire property came into exclusively share of Mr. Dattu Nana Lakhambale.

The Owner is desirous of developing the said Property; however, they did not have the expertise with regard to the development of the said Property, and were on the lookout for a developer who has the requisite skill, infrastructure, experience and expertise for the same.

The Developer has the requisite skill, infrastructure, experience and expertise in regard to development of the Property. The Owners approached the Developer in this regard, and pursuant to the discussions and negotiations had between the Parties, the Owners agreed to entrust to the Developer the development of the said Property, together with all right, title, benefits and entitlement with regard to the said Property.

The said land owner along with his legal heirs/ family members have entrusted the development rights in respect of their entire property in favour of Promoter/ Developer herein, vide Development Agreement dated 07-11-2016, the same is registered in the office of Sub-Registrar Ulhasnagar 3 at Sr. No.UHN3-10891/2016 dated 07/11/2016. The said

land owner has also empowered the partners of M/s. Panvelkar Group Builders & Developers, to do all such acts, deeds and things in respect of development of said entire property vide Power of Attorney dated 07/11/2016, the same is registered in the office of Sub Registrar Ulhasnagar 3 at Sr. No.UHN3-10892/2016 dated 07/11/2016.

The Developers are exclusively entitled and enjoined upon to construct buildings on all that Piece and parcel of land situate bearing Survey no.8A admeasuring 1,867 sq. mts. situated at village Kohoj-Khuntavli, Tal. Ambernath corresponding City Survey no.47 of Ambernath City Survey Office and within limits of Ambernath Municipal Council, more particularly described in Schedule-I herein under written (herein after referred to as the "said land/ Project land"), in accordance with the recitals hereinabove.

The Developer is in possession of the project land.

The Developer, at its own costs and expenses, prepared the building plans in respect of the said Land and the same were approved by the Owner and the Developer submitted the building plan of the proposed building to be constructed upon the said land by consuming permissible F.S.I to the Ambernath Municipal Council, and the Ambernath Municipal Council has sanctioned the same vide the Building Permission cum Commencement Certificate from Ambernath Municipal Council vide अंनप्र/ नरवि/ बांप/ १६—१७/ १८९०/ ८७०९—९९ ता. २९-०३-२०१७ (Hereinafter referred to as 'the said building plans'). The Developer has obtained the sanction for the building plan for the two building i.e. R1 & R2 consisting Ground + Four upper floors in the proposed buildings. The said building plans sanctioned by the Ambernath Municipal Council are annexed to this Agreement. The Developers have also proposed to utilise the permissible Paid FSI for the said project land and the total number of units in the proposed building shall be ____. (Hereinafter referred to as 'the said building). The proposed building plans after consumption of the entire FSI including paid FSI/ TDR etc. as per prevalent DC Rules are annexed to this Agreement. The Developers shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Losupancy Certificate of the said Euliding

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

The Allottee is offered an Apartment bearing number _____ on the ____ floor, (herein after referred to as the said "Apartment") in the said Building, by the Promoter

The Developers have engaged a License Engineer _____ and structural engineer _____ registered with the Ambernath Municipal Council for the preparation of structural designs, drawings of the proposed building to be constructed on the said Land and the Developer accepts the professional supervision of the Licensed Engineer, Structural Engineer till completion of the building

AND WHEREAS by virtue of the aforesaid Development Agreements/Power of Attorney the Developers have sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Developers on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof.

The following Annexures have been annexed to this Agreement and marked as Annexure A, B, C-1, C-2, D, E, F and G respectively.

- A) Property Card Extract for C.T.S.No.47 Corresponding Survey no.8A situated at Kohoj-Khuntavli
- B) Certificate of Title issued by the Advocate of the Developer
- C-1) Sanctioned Building plan.
- C-2) Proposed building Plan (Before/ After utilisation of TDR)
- D) Floor Plan of said Apartment as per sanctioned building plan.
- E) Specifications
- F) Commencement Certificate
- G) Registration Certificate

The Developer has already commenced the construction of the proposed apartment building after demolishing the old structure of bungalow which shall be known/ styled as **PANVELKAR ICON R1/ R2**, upon the said plot in accordance with the building plans sanctioned by Ambernath Municipal Council.

The Allottee has agreed to Purchase and applied to the Developers for
allotment of an Apartment Nolocated on the floor of
the building to be constructed on the Project Land, having a carpet area
of sq. mtrs i.e sq. ft. along with the adjacent terrace
area admeasuring Sq mtrs = sq ft and having
specifications as set out in the Annexure- E annexed hereto and more
particularly described in Schedule II herein under written for price of
Rs (Rupees only).

The carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment, enclosed balcony (as per sanctioned building plan).

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

That under section 13 of the said Act the Promoter / Developer 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 THIS AGREEMENT WITNESSETH AND IT IS HEREBY EXPRESSLY AGREED BY AND BETWEEN THE PARTIES AS UNDER: -

1. DEVELOPMENT OF THE LAND:

The Developer shall construct the Buildings known as **'PANVELKAR'** ICON R1/ R2' consisting of ground and four upper floors on the Land in accordance with the plans, designs, specifications approved by the Ambernath Municipal Council ("AMC") and which have been seen and approved by the Purchaser.

Provided that the Developers shall have to obtain prior consent in

writing of the Allottee/ Purchaser in respect of variations or modifications which may adversely affect the Flat/ Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law and also except such plans which have been disclosed to the Allottee / Purchaser viz. plans incorporating the Paid FSI/ TDR which are permissible as per prevalent DC rules.

2. AGREEMENT:

- 2.1. The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser the flat bearing No. ___ as per the sanctioned plans and to be having carpet area of ____ square meters (carpet area under RERA) (excluding the area of the balconies/enclosed balconies, lobby/entrance lobby, projections), along with enclosed balconies/ balconies having carpet area of ____ square meters and also alongwith the adjacent terrace having carpet area of square meters, as per the sanctioned plans, and to be located on the ____floor, as shown in the floor plan for the _____floor, copy whereof is hereto annexed and marked Annexure "A" in the said Building, along with proportionate undivided share and/or right, title and interest in the common areas and facilities of the said Building as well as in the common amenities and facilities of the said Land, as per the sanctioned building plan (hereinafter referred to as the "Flat" and more particularly described in the Schedule II written hereunder) for the total consideration of Rs. _/-(Rupees Only).
- 2.2. The Developer hereby confirms that the above consideration excludes the VAT as made applicable by State Government of Maharashtra and Goods & Service Tax as made applicable by the Central Government of India and subject to whatever is stated herein below it is the responsibility of the Developer to pay the same as per the rules and regulations laid down by the respective Governments.

- 2.3. The Allottee / Purchaser/s specifically agree a trust the agreed sale price does not include any taxes and that due to any interpretation or amendment or any other reason s the transaction covered by this agreement is held subject to tax under Sales Tax Law (including any payment required to be made by the Developers or recovered from the Developers or for which the Developers are liable towards the Maharashtra Sales Tax on Transfer of property in goods involved in the execution of works contract or under any other statutory modification or enactment thereof or any other State or Central Action any other tax such as GST, Service Tax/VAT/etc. becoming levied on this transaction, then in that event the Allottee / Purchaser's alone shall be liable for any taxes levied in the past, present or future on this transaction, payable by the Developers to Government, Municipal Corporation, other local or public body or authority, the same shall be borne and paid by the Allottee / Purchaser/s to the relevant authority before due date within 7 (seven) days from the date of intimation by the Developers to the Allottee / Purchaser/s or reimbursed/ paid to the Developers as the case may be. In any event any taxes/ cess/ charges being levied in respect of the present transaction retrospectively the same shall be liable to be borne by the Allottee / Purchaser/s.
- 2.4. The Allottee / Purchaser/s herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on Allottee / Purchaser/s if consideration payable by the Allottee / Purchaser/s to the Developers is more than Fifty Lakh, then at the time of credit of such sum to the account of Developers or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee / Purchaser/s herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made, produce original Challan-

cum-statement in Form No.26QB u/s 194-IA of Income Tax Act
1961 read with Income Tax Rule 30(a)(2A) & 31A in the name of
Developers herein with PAN then only the
Developers will acknowledge receipt of part consideration of said
tenement for the amount equal to deducted and paid under such
Challan-cum-statement.

3. Description of the said Flat-

(A) Scheme	PANVELKAR ICON R1/ R2
(B) Location	
(C) Flat No.	
(D) Floor	
(E) Area under RERA	
(F) Area of	:
balconies/ Enclosed	
balconies	
(G) Adjacent Terrace	
(H)Extra Facilities /	t
exclusive rights	
to use and	
occupy	
(i) Entrance Lobby	
(ii) Car Parking Lot	

4. PAYMENT:

I. Ine	Purchaser has							
<u>-</u> .	/- (Rup	oees		only)	on	or b	eiore	the
exec	ution of this Ag	reement ar	nd agree	es to p	ay th	ic bal	ance	sum
of	Rs.	_		/-			(Ruj	pecs
				only)	in	the	follov	ving
man	iner:							
	Amount Rs.		Par	rticula	rs			
Sr. No.	Rs		<u>_</u>					

	Rs/-	TOTAL (RsOnly)
	,	To be paid at the time of handing over possession for fit out of the said flat.
9.	Rs/_	work of the said flat.
8.	Rs/-	To be paid at the time of
	Rs/-	To be paid at the time of commencement of external plaster work
7.	-	work of the said flat
6.	Rs/-	casting of final top floor slab work
5.		To be paid on the commencement of
4.	Rs/-	casting of II floor slab work To be paid on the commencement of
3.	Rs/	be paid on the commencement of
2.	Rs/	Transa our title Collins - Energy in

- 4.2. The aforesaid payments shall be made by the Purchaser within 10 (ten) days of notice in writing by the Developer to be given as hereinafter mentioned.
- 4.3. Without prejudice to the Developer's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Developer interest as specified in the Rules viz. State Bank of India highest Marginal Cost of Lending Rate plus two percent, on all the amounts which become due or payable by the Purchaser to the Developer under the terms of this Agreement from the date the said amount is due or payable by the Purchaser to the Developer until the date such outstanding amount is realised by the Developer.
- 4.4. Notwithstanding what is stated above, if the Purchaser fails to pay due instalments towards consideration, along with amount due towards interest, at the said agreed rate within a period of one month from the due date, the Developer may at his sole discretion terminate this Agreement and by issuing a notice to that effect to the Purchaser. Upon termination of this

Agreement by the Developer, the Purchaser shall cease to have any right or interest, in respect of the said Flat, in any manner. After termination of this Agreement, the Developer shall be absolutely entitled to sell the said Flat to any person, and the Purchaser shall not raise any objection for the same. Upon sale of the said Flat by the Developer to any prospective Purchaser, simultaneously, the Purchaser herein, shall execute Decd of Cancellation in favour of the Developer cancelling this Agreement and upon execution of Deed of Cancellation, the Developer shall refund the entire amount received from Purchaser herein, towards consideration from time to time without interest.

5. CERTAIN OTHER CHARGES PAYABLE BY THE FLAT PURCHASER:

The Purchaser hereby expressly agrees to pay following charges to the Developer on various account, as mentioned herein below and all such amounts shall be paid by the Purchaser to the Developer along with last (i.e. at the time of handing over possession of the said flat for fit out) as per the clause No. 4.1 , herein above. The Purchaser hereby expressly agrees that the Purchaser shall not dispute the said amounts or any sum out of it, on any account, and shall be liable to pay the same to the Developer, before accepting an actual possession of the said flat:

Sr. No	Amount Rs.	Particulars	
a)	,	for formation & regist Association of Apartments	tration of
b)		the deposits payable to the local authority or governmen water, electricity or any ot connection to the building in said flat is situated and M.S.E (SLC charges etc).	t for giving her service which the
		TOTAL (Rs.	only)

6. TITLE:

As mentioned earlier, the said Property is free from encumbrances and the Owners / Consenting Party herein are having a good, clean and marketable right, title and interest to the same. The Advocate of the Developer has already investigated the title of the said property and has also submitted Title Report and Title Certificate in respect of the said property and the Title Certificate is annexed to this Agreement as **Annexure B**. The Purchaser herein, has also verified title of the said property independently and has also perused all necessary documents and the Purchaser does hereby accept the title of the Owners and the Developer to the Property.

7. OBLIGATIONS OF DEVELOPERS/DEVELOPER:

- 7.1. The Developer shall construct the Building in accordance with the plans, designs, specifications that are approved by the AMC and with only such variations and modifications as the Developer may consider necessary and/or convenient and/or as may be required to be made by the AMC and/or any other concerned authority/s ("Sanctioning Authorities").
- 7.2. The Developer agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans.
- originating from the said Land, is _____ square meters only and that no part of the Floor Space Index has been utilized by the Developer elsewhere for any purpose whatsoever. The Developer has proposed to to utilize the entire Floor Space Index for the said property and also avail 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 land.

8. SPECIFICATIONS:

The specifications to be used by the Developer, in the said building and in the said flat, are mentioned in the **Annexure E** annexed hereto.

9. PARKINGS:

For the effective management of parking spaces in the Building and in order to avoid any disputes at a later stage, the Developer shall. as it may deem fit, earmark parking spaces of the Building for exclusive use thereof by purchasers of the premises, depending on availability. The Purchaser hereby authorizes the Developer to earmark parking spaces and accepts the decisions taken by the Developer in relation to such carmarking of parking spaces for vehicles. However, the Developer undertakes that as far as possible he would stick with the tentative allotment plan as shown to the Purchaser and any changes, if made by the Developer would be acceptable to the Purchaser. The Developer has presently prepared a tentative allotment plan of the car parking spaces, a copy whereof has been seen by the Purchaser and the Purchaser hereby confirms that the Purchaser has accepted such tentative allotment plan and has also signed a copy thereof and handed over the same to the Developer, signifying the Purchaser's acceptance and no objection thereto.

10. RIGHTS OF DEVELOPERS/DEVELOPER:

10.1. It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Flat agreed to be sold by the Developer to the Purchaser and save and except the said

Flat all other flats and / or other areas shall be the sole property of the Developer and the Developer shall be entitled to develop the Land in accordance with the sanctioned plans and also the proposed plans which are disclosed to the Purchaser without any reference or recourse from the Purchaser in any manner whatsoever and no consent or concurrence from the Purchaser will be necessary for the same, if the same is not required under any law, statute or rules.

- 10.2. The Purchaser hereby grants his irrevocable authority, permission and consent to the Developer that the Developer shall have the right and authority and shall be entitled to deal with, sell or otherwise dispose of any part or portion of the Building including the terraces and parking spaces. The Developer shall have the right to deal with and dispose of any of the areas in the Building for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Developer.
- The Developer shall always have a right to get the benefit of 10.3. additional FSI or TDR for construction and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by Sanctioning Authorities and other competent authorities as per law. Such additions, structures and storeys will be the sole property of the Developer alone who will be entitled to use the terrace/s including the parapet wall for any purpose including display advertisements and sign boards and it is expressly agreed that the Developer shall be entitled to put a hoarding on the Land or on the Building or any part thereof including the terrace and the said hoardings may be illuminated or comprising of neon sign and for that purpose Developer is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the Building as the case may be and alongwith necessary electrical and other connections required

for operating the same and the Purchaser agrees not to object or dispute the same. The Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the Flat agreed to be acquired by him and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Developer. However the Developer shall remove the same upon the completion of the scheme.

- The Developer shall be forming an Association of Apartment 10.4. Owners and cause to execute Deed of Declaration submitting the said land and the building proposed to be constructed thereon to the provisions of Maharashtra Apartment Ownership Act within three months from the date on which fifty one per cent of the total number of allottees in the said building have booked their apartment. In such event, the Purchaser agrees that even after formation of the Organization, the power and authority of the said Organization so formed or that of the Purchaser and the purchasers of other premises in the Building shall be subject to the overall authority and control of the Developer in respect of any of the matters concerning the Building, the construction and completion thereof and all the amenities pertaining to the same and in particular Developer shall have the absolute authority and control as regards the unsold premises and the disposal thereof. The Developer shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises. The Developer shall join in as a member in respect of such unsold premises and as and when such premises are sold, the Organization shall admit such purchaser as the member/s without charging any premium or extra payment of any nature whatsoever either to the Developer and/or the purchasers of such premises.
- 10.5. Till the entire scheme of development is completed, the Purchaser shall not interfere in any manner in any work of development or construction.

11. POSSESSION:

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the Premises for fit-outs on the aforesaid date, if the construction of the Building is delayed on account of:

- i) non-availability of steel, cement, other building materials.
 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, Collector, or any disputes or matters relating to the said plot pending final determination by the courts or any other authorities.
- iv) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the scheme.
- v) Delay in grant of any NOC/permission/licensee connection/ installation of any services such as lifts, electricity and water connections and meters to the Scheme/ Flat, Road NOC or completion certificate from appropriate authority.

- vi) Delay or default in payment of dues by the flat purchaser under these presents (without prejudice to the right of Developers to terminate this Agreement under Clause 4.3 above).
- vii) Pendency of any litigation.
- viii) Any extra/additional work required to be carried out in the said flat as per requirement and cost of the Purchaser shall not be calculated / included in the period for grant of possession of the said flat as agreed to herein.
- ix) Any act beyond the control of the Developer.
- The Developers, upon obtaining the occupancy certificate 11.2. from the competent authority and the payment made by the Allottee / Purchaser as per the agreement shall offer in writing the possession of the Said Flat, to the Allottee / Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developers shall give possession of the Said Flat to the Allottee / Purchaser. The Developers agrees and undertakes to indemnify the Allottee / Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developers. The Allottee / Purchaser agree(s) to pay the maintenance charges as determined by the Developers or association of Allottee / Purchasers, as the case may be. The Developers on its behalf shall offer the possession to the Allottee / Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.
 - 11.3. The Allottee / Purchaser shall take possession of the Said Flat within 15 days of the written notice from the Developers to the Allottee / Purchaser intimating that the said Apartments are ready for use and occupancy.
 - 11.4. Upon receiving a written intimation from the Developers as per clause 11.2, the Allottee / Purchaser shall take possession of the Said Flat from the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developers shall give

possession of the Said Flat to the Allettee — Purchaser in case the Allottee / Purchaser fails to take possession within the time provided in clause 11.2 such Allottee / Purchaser shall continue to be liable to pay maintenance charges as applicable.

11.5. If within a period of five years from the date of handing over the Said Flat to the Allottee / Purchaser, the Allottee / Purchaser brings to the notice of the Developers any structural defect in the Said Flat or the building in which the said Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers at his own cost and in case it is not possible to rectify such defects, then the Allottee / Purchaser shall be entitled to receive from the Developers, compensation for such defect in the manner as provided under the Act.

PROVIDED that the Allottee / Purchaser shall not be entitled to call for rectification of the defects or compensation as the case may be subject to the limitations herein after listed:-

- a. Any items for which the Developers are not responsible under the Construction Standards;
- b. Loss or damage resulting from Allottee / Purchaser's improper maintenance or improper operation;
- c. Loss or damage resulting from Allottee / Purchaser's failure to provide prompt notice to Developers of a problem;
- d. Any defect, damage, or loss resulting from actions or inactions of persons other than Developers, such as independent Contractors retained by Allottee / Purchaser;
- e. Loss or damage caused by external forces, such as acts of God, windstorm, fire, explosion, smoke, water, hail, lightning, falling trees, flood, earthquakes, radon or other gases, pollution, toxic substances, civil disturbance, changes in the level of the underground water table that are not reasonably foreseeable at the time of construction, or criminal acts of a third party;
- f. Any loss or damage by insects or vermin;
- g. Any loss or damage arising while the said Flat/ Unit is

being used primarily for non-residential purposes or from the said Flat/ Unit being used for non-residential purposes;

- h. Normal wear and tear, normal deterioration, or normal changes that are the result of characteristics common to the materials used;
- i. Loss or damage resulting from Allottce / Purchaser's failure to comply with a manufacturer's warranty requirements;
- j. Loss or damage resulting from abnormal loading on floors by Allottee / Purchaser that exceed design loads as mandated by applicable building codes;
- k. Damage, including but not limited to fading and ghosting of paint or other surfaces, resulting from the use of candles; and
- 1. Damage, attributable to Developers compliance with Plans and Specifications prepared by an architect or other agent of Allottee / Purchaser or for following instructions, directions or rules of the architect or agent or of any community association or related entity.

12. ORGANIZATION:

12.1. Within a period of three months from the date on which fifty one per cent of the total number of allottees in the said building have booked their apartment., a Condominium ("Condominium") under the Maharashtra Apartment Ownership Act, 1970 ("MAO Act") shall be formed in respect of the Building. The Purchaser, and the purchasers of the other premises shall join in the formation and registration of the Condominium and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and registration of the Condominium ("Organization") including bye-laws of the Organization and duly fill in, sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the

Purchaser, so as to enable the Developer to register the Organization of the premises purchasers under Section 10 of the Act within the time limit prescribed under Rule 8 of the said Act. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Competent Authority.

PARAMETER TON NIEK

- 12.2. The name of the project and building is "Vasudeo Smruti" and this name shall not be changed at any time in future also without the written consent of the Developer.
- 12.3. The Purchaser shall observe and perform all the rules and regulations and bye-laws of the Organization on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the Building and the premises therein and for the performance and observance of building Rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by the Organization regarding occupation and use of the Flat and shall pay outgoings in accordance with the terms of this Agreement.

13. COMMON AREAS AND RESTRICTED AREAS:

It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities appurtenant with the said Flat and the nature, extent and description of such common areas and facilities is set out in the Schedule III hereunder written. The Purchaser hereby agrees that the Developer has the exclusive right of allotment of different areas, parking spaces and other spaces within the Land to one or more person/s of its choice and the Purchaser hereby gives the said right to the Developer. The Purchaser hereby agrees that the areas mentioned in the Schedule III written hereunder under the heading Common Areas and Facilities only shall be common facilities

and the Developer shall be entitled to declare all other areas as restricted or reserved areas and facilities including those mentioned in the Schedule Iv hereunder written and alienate and dispose of the same in such manner as the Developer think fit and proper and the Purchaser hereby gives the said right to the Developer.

14. COVENANTS BY THE PURCHASER:

- 14.1. The Purchaser shall use the Flat or any part thereof or permit the same to be used only for as may be permitted by law and shall use the parking lots if allotted for the purpose of parking the vehicle. The Purchaser agrees not to change the user of the Flat without prior consent in writing of the Developer and any unauthorized change of user by the Purchaser shall render this Agreement voidable and the Purchaser in that event shall not be entitled to any right arising out of this Agreement.
- 14.2. The Purchaser, with an intention to bring all persons in whose hands the Flat may come, doth hereby covenant with the Developer as follows:
 - i) to maintain the said Flat at the Purchaser's own cost in good tenantable repairs and condition from the date of possession of the Flat is taken and shall not do or suffer to be done anything in or to the Building, staircase or passage which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building or the Flat or part thereof.
 - ii) not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to

damage the staircase, common passage if any other structures of the Building including the entrance thereof in case any damage is caused to the Flat or the Building on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- iii) to carry at the Purchaser's own cost all internal repairs to the Flat and maintain it in the same condition as nearly as possible subject to normal wear and tear in which it was delivered by the Developer to the Purchaser and not to do or suffer to be done anything in the Flat or the Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority.
- iv) not to demolish or cause to be demolished the Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof nor alter the elevation and outside colour scheme of the Building and to keep the portion, sewers, drain pipes in the Flat and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the Flat without the prior permission of the Developer and/or the Organization.
- v) not to do or permit to be done any act which may render void or voidable any insurance of the Land or the Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance.
- vi) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Land and the Building.

- vii) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, it any, which are and which may be imposed by the AMC and/or government and/or other public authority on account of change of user of the Flat.
- viii) not to let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Developer under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Developer and obtained their prior consent in writing in that behalf.
- ix) till the management of the Building is handed over to the Organization, to allow the Developer, their surveyors and agents at all reasonable time to enter into or upon the Land to view and examine the state and condition thereof.
- x) The Developer shall be entitle to construct site offices / sales lounge in the Building / on the Land and shall have the right to access the same at any time without any restriction.
- xi) not to change the external colour scheme or the pattern of the colour of the Building.
- xii)not to change the location and/position of the toilets, nhani trap and/or terraces of the flat as also not to make changes which affect the elevation of the building or are not structurally permitted to be carried out.

- xiii) not to fix any grill or windows or covers such as canopy, etc. to the Building nor to install any a/c units or pipes except in accordance with the design approved by the Developer.
- regulations which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other Public bodies. The Purchaser shail also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the occupation and use of the said flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xv) the Apartment Association to be formed in terms of this Agreement and the obligations undertaken by the Developer shall be applicable to the Organisation and / or the Purchaser.
- xvi) Purchaser shall not do or cause to be done anything on the Land or the Building to be constructed thereon which would be forbidden or prohibited by the rules of the concerned Government authorities. In the event, the Purchaser commit/s any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Developer in that behalf.

all acts, deeds and things that the Developer may require him/her/them to do and execute from time to time for more effectively enforcing this agreement and/or safeguarding the interest of all persons acquiring the remaining flats in the building or on the said Land. In the event the Purchaser failing to sign any papers required by Developer as hereinbefore this Agreement shall, at the option of the Developer, stand terminated and Purchaser shall, in case of termination, have no claim in the said Flat or against the Developer whatsoever except for refund or repayment of the amount paid so far by the Purchaser. Provided that the Developer shall give the Purchase 15 days notice in writing thereby giving him an intimation and opportunity about the termination and to rectify the same.

These covenants shall be binding and operative even after the formation of the Organization.

- 14.3. The Purchaser agrees to grant to the Developer, all the facilities, assistance and co-operation as the Developer may reasonably require from time to time even after the Developer has delivered possession of the Flat to the Purchaser, so as to enable the Developer to complete the scheme of development of the Land.
- 14.4. The Purchaser shall have no claim over the Land and / or the Building save and except in respect of the Flat. All other areas including terraces, open spaces, etc. will remain the property of the Developer until the Land is transferred as herein provided subject to the rights of the Developer as contained in this Agreement.

15. MAINTENANCE CHARGES :

- 15.1. Commencing a week after notice in writing is given by the Developer to the Purchaser that the said Flat is ready for use and occupation irrespective of whether possession of the said Flat is taken or not in accordance with the clause 11 of this Agreement, the Purchaser shall be liable to bear and pay the provisional monthly contribution of Rs. ____/- (Rupees _only) per month in respect of the said flat till the execution and registration of Deed of Apartment in respect of the said scheme. The said amount of maintenance charges include proportionate charges towards insurance, M.S.E.P. Co. Ltd. bills for common lights, salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said plot /building. The Developer will also collect similar amounts from the remaining flat purchasers & the Developer hereby expressly agrees that Developer shall open separate Bank A/c & make all the expenses through the same.
- 15.2. The Developer shall hand over the deposits or balance thereof to the Organization as aforesaid. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Developer. The aforesaid amount/deposit shall not carry any interest.

16. DEED OF APARTMENTS:

That within a period of one year from (i) completion of construction of the said building and obtaining Completion/ Occupation Certificate from AMC; ii) utilization of entire FSI and TDR, permissible to be utilized on the said land as per Rules (ii) booking and sale of all units in the said building; (iii) acceptance of the draft of Deed of Conveyance by the parties concerned (i.e. owner,

Developer and flat purchasers) by their mutual consent and (iv) after payment of all dues, amounts and considerations including stamp duty etc. by all Flat/ Unit Purchasers; whichever is later, the Developer hereby expressly agrees to execute a Deed of Apartment conveying all rights, title and interest in respect of the said Flat, in favour of the Purchaser herein. Upon execution of Deed of Apartment, the said Flat alongwith undivided share in the said Land alongwith right to use common areas and facilities available to the said Building shall be transferred in favour of the Purchaser herein. It is expressly agreed by the Purchaser that, till the execution of Deed of Apartment in favour of the Purchaser herein, the Purchaser shall not be entitled to claim any rights and interest in respect of open space, vacant land available in the said Land.

17. INDEMNIFICATION BY THE PURCHASER:

The Purchaser shall indemnify and keep indemnified the Developer and the Owners and hold the Developer and the Owners harmless against all actions, claims, demands, proceedings, costs, damages. expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Developer and / or the Owners directly or indirectly in connection with: (a) the enforcement of or preservation of any rights of the Developer under this Agreement due to any act or omission of the Purchaser, (b) any breach and/or default by the Purchaser in the performance of any and/or all of his obligations under this agreement; (c) damages to any property(ies) howsoever arising related to the use and/or occupation of the said Flat and/or the Land and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his agents, servants, tenants. guests, invitees and/or any person or entity under his control: and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat.

18. F.S.I. (FLOOR SPACE INDEX):

The Developer herein, is absolutely entitled to utilise /consume the entire F.S.I. in respect of the said Land excepting the F.S.I. retained by the Owners / Consenting Party as stated above.

19. T.D.R. (TRANSFER OF DEVELOPMENT RIGHTS) / PAID FSI:

If any further T.D.R / PAID FSI. is permissible to be consumed on the said Land at any time, the Developer shall be entitled to purchase such T.D.R. / PAID FSI at their own cost and also to consume the same by constructing premises on the existing building as per the proposed plans which are disclosed to the Allottee/ Purchaser and the Developer shall also be entitled to sell premises to different persons on ownership basis and the Purchaser shall not raise any objection for the same. The Developer shall be absolutely entitled to submit revised building plans to the AMC in order to consume the T.D.R. / PAID FSI and shall be entitled to obtain necessary sanction for the same from AMC and obtained necessary permission of Purchaser as required under law.

The Developer shall be absolutely entitled to submit revised building plans to the AMC in order to consume TDR / PAID FSI and shall be entitled to obtain necessary sanction for the same from Ambernath Municipal Council and obtain consent of all the Purchaser for the same, as required under law. The Developer shall also be entitled to construct premises in order to consume TDR/ PAID FSI even after

completion of the building if the same is obtained by the Developer after following due compliance of law and the Purchaser shall in that case not raise any objection for the same

20. UNSOLD FLATS:

The Developer shall be liable to share the maintenance charges and electricity charges in respect of the unsold Flat/s. The Developer will bear the taxes payable to the AMC, in respect of unsold flats, if any payable till all such unsold flats are sold.

21. DISCLOSUREREGARDING THE UNDERTAKINGS GIVEN BY THE DEVELOPER TO THE AMC FOR PROVISIONS AS PER DC RULES:

- 21.1. The Developer has disclosed to the Purchaser that, they have submitted an undertaking to the AMC while getting the building plans sanctioned in respect of the said Property that the Developer shall while carrying out and completing the said scheme, provide for all such areas and facilities such as vermiculture, tree plantation, for installation of Fire Fighting Systems with required water storage, etc., which are necessary to be provided as per the DC rules. The Purchaser agrees that on and from the transfer of the Land and Building in favour of the Organisation of Apartment Owners, the Purchaser and / or the Organisation shall be responsible for the maintenance of the aforementioned facilities.
- 21.2. The Purchaser hereby expressly agrees that the Purchaser will not hold the Developer responsible for shortage in water supply or non-supply thereof or any other essential services by the AMC and the Purchaser along with other purchasers and or the Organisation of purchasers will make such arrangements at their own costs and expenses.

22. STAMP DUTY AND REGISTRATION:

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser. The Purchaser shall at his cost and expenses, lodge this Agreement as well as any other transfer document before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Developer shall attend such office and admit the execution thereof.

23. NOTICES:

Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above. Each party shall inform the other party in writing of any changes in his contact details. Notices shall be deemed to have been properly given, if sent through registered post acknowledgment due.

24. GENERAL TERMS:

This Agreement and all annexures as incorporated into this 24.1. Agreement by reference, constitute the entire agreement between the parties hereto and there are no representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Developer, any agent, employee or representative of the Developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement completely supersedes and replaces any previous agreements concerning the said Flat between the parties hereto.

- 24.2. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- 24.3. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- 24.4. If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several.
- 24.5. All future taxes, charges including but not limited to service tax, GST, VAT or any other impositions or levies (i) on account of this transaction or (ii) on account of the entire development project or (iii) on the consideration and other amounts payable by the Purchaser to the Developer or (iv) otherwise shall be to the account of the Purchaser alone and the Developer and the Owners shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Purchaser over and above the consideration of the said Flat and the Developer's decision as regards the quantum of the same shall be final and binding to the Purchaser.

SCHEDULE-I

(Description of the 'said Property')

All that Piece and parcel of land situate bearing Survey no.8A admeasuring 1,867 sq. mts. situated at village Kohoj-Khuntavli, Tal. Ambernath corresponding City Survey no.47 of Ambernath City Survey Office and within limits of Ambernath Municipal Council, situated within the Registration District of Ulhasnagar, Registration Sub-District of Ulhasnagar 3, and bounded as under:

On North : Property owned by Mr. Raghunath Lakhambale

On South : Panvelkar Campus Complex

On East : Property owned by Sai Ram Co-operative Housing Society

On West : Property owned by Government of India (Ordinance Factory)

Together with all the easementary and other rights available or appurtenant thereto.

SCHEDULE - II

(Description of the said flat above referred to)

Flat bearing No on thefloor having carpet area of Sq.
Mtrs carpet along with the adjacent terrace adm. about Sq.
Mtrs. along with exclusive right to use and occupy parking lots
adm. about Sq. Mtrs each in the
adm. aboutSq. Mtrs each. in the proposed building 'PANVELKAR ICON R1/ R2' being constructed.
ICON R1/ R2' being constructed, on the land described in the Schedule-
I written hereinabove along with right to use common areas and
facilities and along with defined undivided share in the said Property,
described in Schedule-I written hereinabove.

SCHEDULE - III

COMMON AREAS AND FACILITIES OF THE SAID SCHEME

- 1. The plot of land including area beneath the proposed building.
- 2. Overhead and underground water tank for storage of water.
- 3. Elevator, exclusively for use of occupants of building.
- 4. Common area light meter, water pump light meter, watchman and security et cetera, which shall remain common.

- 5. The Electrical wiring in the common passage and landings along with fire fighting equipment for each wing shall be common to the building / occupants.
- 6. The drainage network from the boundary of every unit. That is to say the drainage network, water lines shall always be deemed to be common area in the total project.
- 7. The entire plumbing network from Municipal main line to the underground water tank, and thereafter leading to the entrance of the every unit as also electrical network from Maharashtra State Electricity Board Pole up to the individual meter. An Electric Meter for measuring electrical consumption for common lighting in the compound in the common areas. Generator set up and the equipments thereto shall be treated as common for the use, occupation and enjoyment of the building / occupants.
- 8. The compound wall and entrance gate.
- 9. The foundation under the building, the plinth, the columns, beams. lintels, partition walls between common passages leading up to the entrance of each unit.
- 10. Part of the top terrace, as may be decided by the Developer.
- 11. Access to lift machine room for the water tanks, solar system etc

SCHEDULE - IV

RESTRICTED AREAS AND FACILITIES OF THE SAID SCHEME

Following areas and facilities would not be common to all apartment holders but would be restricted as stated below:

1. Exclusive and / or restricted area and facilities means the use of the area restricted exclusively or otherwise in combination with apartments and / or building, if any, to the concerned apartment or to the concerned building as the case may be particularly mentioned in booking agreement and further to the final conveyance shall be treated as restricted areas.

- 2. The parking areas /lots allotted exclusively to the apartments in the said scheme in terms of their Agreement / allotment letter et cetera to the apartment holders shall always be the areas attached to the apartments only. If any construction, either temporary or permanent, is permissible on the terrace, the same shall be allowed, subject to the rules of AMC.
- 3. Certain lobbies/entrance lobbies leading to the residential flats if allotted to the holder of the flat/unit shall always be treated as restricted area.

Anyhow, it is clearly understood that:

- a) The users of the restricted areas allotted to them, will permit the office bearers of the Association and their agents to enter and to carry out repairs and maintenance of common services as and when required.
- b) No apartment purchaser shall construct any temporary / permanent structure in the terrace and the garden space allotted to them as restricted area.

IN WITNESS WHEREOF the parties hereto and hereunto have put their hands on the day and date mentioned hereinbefore.

Name & Signature	Left hand Thumb	Photograph
M/s. Panvelkar Group Builders	Impression	
& Developers		
Represented by its Partners		
	ĺ	
1. Mr.		
	Ì	
And / Or		
. Mr.		
THE DEVELOPER		
PARTY OF THE FIRST PART		
IARI		
		

Name & Signature	Left hand Thumb Impression	Photograph
		Ì
THE PURCHASER PARTY OF THE SECOND PART		

Witnesses:	
1) Sign	2) Sign
Name	Name
Address	Address

ANNEXURE 'E'

specifications of the said flat and amenities of the building $R \sim 1$

Specifications of the said flat to be provided by the developer

- RCC framed structure.
- Waterproofing work for toilets.
- Oil Bond Distemper for Internal Walls.
- 100% Acrylic Paint for Exterior Walls.
- Anti Skid Tiles in Terraces & Bathrooms.
- 24" X 24" Flooring in Flat.
- · Laminated Main Door.
- Powder Coated Sliding Window.
- Granite/Marble door frame for Bathroom.
- Full Tiles in Bathroom & Toilet.
- Wall Tiles upto DADO level in kitchen above Platform.
- · Concealed Plumbing.
- Double Coat Plaster Outside.
- POP/Gypsum on internal Walls.
- Granite Kitchen Platform.
- Stainless Steel Sink.

Common amenities of the Vasudeo Smruti scheme

- Battery backup for common areas and lift.
- · Lift of reputed company.
- Round the Clock Security Guard & Security Cameras at Entrance lobby.
- Decorative entrance lobby.

ANNEXURE 'E'

SPECIFICATIONS OF THE SAID FLAT AND AMENITIES OF THE BUILDING

R-2.

Specifications of the said flat to be provided by the developer

- RCC framed structure.
- Waterproofing work for toilets.
- Oil Bond Distemper for Internal Walls.
- 100% Acrylic Paint for Exterior Walls.
- Anti Skid Tiles in Terraces & Bathrooms.
- 24" X 24" Flooring in Flat.
- Laminated Main Door.
- Powder Coated Sliding Window.
- Granite/Marble door frame for Bathroom.
- Full Tiles in Bathroom & Toilet.
- Wall Tiles upto DADO level in kitchen above Platform.
- Concealed Plumbing.
- Double Coat Plaster Outside.
- POP/Gypsum on internal Walls.
- Granite Kitchen Platform.
- Stainless Steel Sink.

Common amenities of the Vasudeo Smruti scheme

- Battery backup for common areas and lift.
- Lift of reputed company.
- Round the Clock Security Guard & Security Cameras at Entrance lobby.
- Decorative entrance lobby.
- Fire Fighting System (For 7 Floor Structure)
