

**AGREEMENT FOR SALE OF FUTURE IMMOVABLE LAND
(RESIDENTIAL FLAT)**

This Agreement for Sale is made and executed at Pune at on this _____ day
of _____ in the Year 2021.

BETWEEN

M/S. REPTON PROPERTIES PVT. LTD.

A Company Registered Under the Indian Companies Act 1956,
Having It's Registered Office At: A-5, Everest Premises,
Tardeo Road, Tardeo, Mumbai 400 034
(PAN NO. AAACR2812A)

Through It's Director/s, Either,

**1. MR. RAMESH PARASRAM BHATIA
(PAN NO. AABPB3156F)**

Age : 77 Years, Occ.: Business,
Address: A-5, Everest Premises, Tardeo Road,
Tardeo, Mumbai - 400 034.

OR

**2. MR. DHARMESH KISHORE GATHANI
(PAN No.ABWPG0623J)**

Age: 53 Years, Occ.: Business,
Address: Kool Home, Ethix House 3,
Castellino Road, Camp, Pune-411001

Hereinafter referred to as the “**PROMOTER**” (which expression unless it be repugnant to the context or meaning thereof shall mean and include the said company, its directors for the time being and from time to time, their respective legal heirs, executors, administrators and assigns etc.)..... **PARTY OF THE FIRST PART.**

AND

1.

Age: _____ years; Occupation: - _____

Address: - _____,

(PAN NO. _____)

(ADHAR CARD _____)
2.

Age: _____ years; Occupation: - _____

Address: - _____,

(PAN NO. _____)

(ADHAR CARD _____)

Hereinafter shall be referred to as the “**ALLOTTEE**” (which expression unless it be repugnant to the context or meaning thereof shall mean and include his/her/their legal heirs, executors and approved assigns/nominee only).....
PARTY OF THE SECOND PART.

AND

1.

SHRI. KRISHNA SWAMI YELLAPPA BANDELLU,

Age: Adult Occ : Agriculturist,
2.

SHRI. SAYAJI ASRAJI MORE,

Age: Adult Occu: Agriculturist,
3.

SHRI. PRATAP GANGANATH AHIR,

Age: Adult, Occu: Agriculturist,
4.

SHRI. JAGANNATH MALHARI SURYAWANSHI,

Age: Adults Occu: Agriculturist,

5. **SHRI. GANGARAM SAKHARAM NIKAM,**
Age: Adults Occu: Agriculturist,
6. **SHRI. SURYAKANT LAKSHMAN GUJAR,**
Age: Adults Occu: Agriculturist,
7. **SHRI. GOPAL SHANKAR MATADU,**
Age: Adults, Occu: Agriculturist,
8. **SHRI. NARAYAN RAMCHANDRA DESHPANDE,**
Age: Adults Occu: Agriculturist,
9. **SMT. SAVITRIBAI LAKSHMAN UTTEKAR,**
Age: Adults, Occu: Agriculturist,
10. **SHRI RAJNIKANT SHRIKANT DEVDE,**
Age: Adults, Occu: Agriculturist,
11. **SHRI. KRISHNA DWARKADAS RELWANI,**
Age: Adults Occu: Agriculturist,
12. **SHRI. VIJAY NATHURAM GUJAR,**
Age: Adults Occu: Agriculturist,

All Having Address At; C/O K.Y. Bandellu, 803,
Bhavani Peth, Pune- 411042.

13. **MRS. KARIMUNNISA SAYYED IMAM**
Age: Adults Occu: Agriculturist,
R/at 1274, Jaffer Lane, Pune-411001.
14. **MRS. HAJRA SAYYED IMAM**
Age: Adults Occu: Agriculturist,
R/at H.No.401, Zahara Nagar, Road No.10,
Banjara Hills, Hyderabad-34(A.P.

15. **MR. JETHALAL MADHAVJI THAKKAR**

Age: Adults Occu: Business

16. **MR. NANDLAL MADHAVJI THAKKAR**

Age: Adults Occu: Business

17. **MR. SHANTILAL MADHAVJI THAKKAR**

Age: Adults Occu: Business

18. **MR. DILIP MADHAVJI THAKKAR**

Age: Adults Occu: Business

All No.15 to 18 residing at 8, Herms Gate,
Quarter Gate, Pune-411001.

**ALL THROUGH THEIR LAWFULLY CONSTITUTED ATTORNEY,
MR. RAMESH PARASRAM BHATIA**

Age : 77 Years, Occu: Business,

Address: A-5, Everest Premises,

Tardeo, Mumbai-400034.

Hereinafter shall be referred to as the “**CONSENTING PARTY**” (which expression unless it be repugnant to the context or meaning thereof shall mean and includes its chairman, secretary, committee members, all lawful members of the said society for the time being and from time to time, administrators and assigns etc.)..... **PARTY OF THE THIRD PART.**

LIST OF SCHEDULES AND ANNEXURES

SR. NO.	ANNEXURE	DESCRIPTION	SR.NO.	SCHEDULE	DESCRIPTION
1	A1 to A5	Property 7/12 Extract	1	A	Said Land
2	B	Commencement Certificate	2	B	Said Apartment
3	C	NA Order	3	C	Development Works of Project
4	D1	Search Report and Title Opinion	4	D	Internal Specifications of Apartment
5	E1 & E2	Copy of Index II of Development Agreement, Sale Deed/s		E	Payment Schedule
6	F	Current Sanction Layout	5	F	Maintenance Schedule
7	G	Future Potential Layout	6	-	-
8	H1 & H2	Sanctioned Floor Plan & Typical Floor Plan	7	-	-
9	I	Conveyance	-	-	-

Clause No.	About	Sub Clause No.	Particulars
1	Description of Property / Title History	1.1	WHEREAS all that piece and parcel of the land bearing Survey No.11, Hissa No.09+14A/2, 09+14A/1A/1, 09+14A/1A/10, 11/12 & 11/13 New S.No.11/14A/2, 11/1B/1A, 11/1B/10, 11/12 & 11/13 situated at Village Mauje KONDHWA KHURD, Pune which is within the Registration, Sub-Dist. Taluka Haveli District Pune and within the limits of the Pune Municipal Corporation and falling in the 'Residential' zone under the Regional Plan of Pune out of the total layout Admeasuring 15040 sq.mtrs. out of that proportionate plot area for Building C (Hereinafter referred to as the "Said Land") and more particularly described in Schedule A) AND WHEREAS Shri. Krishna Swami Bandellu and other 11 owners have executed development agreement dated 22/02/1994 and supplementary agreement dated 16/07/1996 in respect of the said property in favour of Repton Properties Pvt. Ltd. The said land owners have also executed the Power Of Attorney dated 02/03/1994 and 16/07/1996 in respect of S.No.11, Hissa No. 9+14A/2 in favour of the Repton Properties Pvt. Ltd. The said owners have confirmed the Development Agreement dated 22/02/1994, Supplementary agreement dated 16/07/1996 and Power Of Attorney dated 2/03/1994 and 16/07/1996 by executing Deed of Confirmation dated 16.08.2001 in respect of S.No.11, Hissa No. 9+14A/2, land admeasuring 12200 sq.mtrs. registered in the office of Sub-Registrar Haveli No. 3 at Sr. No. 9727/2001.

			AND WHEREAS vide Development Agreement and Power of Attorney dated 20.10.2004, registered in the Office of Sub Registrar Haveli No.12 at Sr.No. 4634/2004 & 4635/2004. Mrs. Karimunnisa Sayyed Imam and Mrs. Hajra Sayyed Imam, sold the land admeasuring 650 sq.mtrs. in respect of S.No.11, Hissa No. 9+14A/1A/10 to and in favour of Repton Properties Pvt. Ltd. AND WHEREAS vide Development Agreement and Power Of Attorney dt.06.09.2007, duly registered in the Office of Sub. Registrar Haveli No.20 at Sr.No.8744/2007 & 8745/2007 Shri. Jethalal Madhavji Thakkar and others sold the land admeasuring 0H 1.5R from and out of total area admeasuring 0H 7.5R in respect of S.No.11, Hissa No. 9+14A/1A/1 favour of Repton Properties Pvt. Ltd., AND WHEREAS vide Sale Deed dtd.18.11.2008, registered in the Office of Sub Registrar Haveli No.12 at Sr.No.8687/2008 and subsequent Deed of Correction dtd.03.08.2009 duly registered in the Office of Sub Registrar Haveli No.12 at Sr.No.4854/2009 Subhash Shankar Kapare and Shantabai Shankar Kapare, in confirmation with Shri. Ahmed Aga Babai, sold the land admeasuring 0H 5.7R from and out of total area admeasuring 0H 34R of Survey No.11 Hissa No.12 and the land admeasuring 0H 5.7R from and out of total area admeasuring 0H 34R of Survey No.11 Hissa No.13 to and in favour of Repton Properties Pvt. Ltd. AND WHEREAS by virtue of Sale Deed dtd.11.08.1995 duly registered in the Office of Sub
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			Registrar Haveli No.3 at Sr.No.6697/1995, Bhalchandra Anand Kapare and 3 others sold the land admeasuring 0H 5.6R from and out of total area admeasuring 0H 40R of Survey No.11 Hissa No.10 and the land admeasuring 0H 4.5R from and out of total area admeasuring 0H 34R of Survey No.11 Hissa No.12, the land admeasuring 0H 4.5R from and out of total area admeasuring 0H 34R of Survey No.11 Hissa No.13 and the land admeasuring 0H 4.8R from and out of total area admeasuring 0H 36R of Survey No.11 Hissa No.15 to and in favour of Satyawar Nivrutti Sasane. AND WHEREAS by virtue of Sale Deed dtd.23.05.2008 duly registered in the Office of Sub Registrar Haveli No.20 at Sr.No.4698/2008, Satyawar Nivrutti Sasane with the consent of Ranjana Satyawar Sasane & Ahmed Aga Babai sold the land admeasuring 0H 5.6R from and out of total area admeasuring 0H 40R of Survey No.11 Hissa No.10 and the land admeasuring 0H 4.5R from and out of total area admeasuring 0H 34R of Survey No.11 Hissa No.12, the land admeasuring 0H 4.5R from and out of total area admeasuring 0H 34R of Survey No.11 Hissa No.13 and the land admeasuring 0H 4.8R from and out of total area admeasuring 0H 36R of Survey No.11 Hissa No.15 to and in favour of Repton Properties Pvt. Ltd. Thus the Repton Properties Pvt. Ltd. have exclusive rights & authority to develop the said land out of that proportionate plot area for Building C.
	7/12 Extract	1.2	AND WHEREAS the 7/12 extract for above Said Land is annexed herewith as “Annexure A1 to A5”

	Commencement Certificate & Sanctioned Plan	1.3	AND WHEREAS the Promoter have amalgamated Said Land thereby the total plot area of 15040 sq.mts. being the project land. The Promoter got the plans sanctioned from the Pune Municipal Corporation vide Commencement Certificate vide Nos. CC/84/06, dtd.22.08.2006, CC/0121/10, dtd.16.04.2010, CC/0820/12, dtd.12.06.2012, and obtained Completion Certificate No. OCC/1103/10 dtd.29.03.2011 for Building No.A & B. And whereas the revised / revalidation sanction is issued by Pune Municipal Corporation vide CC/1523/16 dtd.03.09.2016, CC/0719/21 dtd.28.06.2021, annexed herewith as “ Annexure B ”.
	N.A. Permission	1.4	AND WHEREAS the owners of Said Land being Consenting Party herein have through Promoter obtained permission to use the said land for non-agriculture-residential purpose from Collector, Pune vide Non Agriculture Order No. PRH/NA/SR/223/2007 dt.15.09.2007 and Non Agriculture Order No. PRH/NA/SR/146/2018 dt.07.07.2018 annexed herewith as “ Annexure C ”.
	Title Report	1.5	AND WHEREAS the detailed title history and flow of title is explained briefly in Search Report and Title Opinion dtd.23.07.2021 conducted by Mr.Vikram E. Amolik, Advocate which is annexed herewith as Annexure D1.
	Title of the Promoter	1.6	AND WHEREAS the Owners granted the development rights to the Promoter alongwith right to sell / transfer apartments to prospective Allottees' to recover the Promoters expenses and profit thereof.

	Sale Deed / Development Agreement/Power of Attorney	1.7	AND WHEREAS the Promoter acquired the development / ownership rights in respect of the said Land and the Index-II of all such Development Agreements and Sale Deeds executed in favour of the Repton Properties Pvt. Ltd. are annexed herewith as Annexure E1 to E6
	Incorporation of Company-Promoter	1.8	AND WHEREAS , the Promoter for the exploration of the said construction and development rights on the agreed terms between them, incorporated a Private Limited Company under the Companies Act 1956 under name Repton Properties Pvt. Ltd. bearing registration No.
	Right to sale the units constructed	1.9	AND WHEREAS by virtue of all Deeds, Documents mentioned above and Government permissions mentioned hereinabove, the Promoter is entitled to construct building/s on the said land and alone has the sole and exclusive right to sale, transfer, license, lease, rent the units, apartments, constructed thereon including proposed construction of Amenity Space area as shown in Sanctioned Plan and to enter into the agreement/s with the Allottee/s and to receive the sale price in respect thereof.
2	Real Estate Project	2.1	Name “KOOL HOMES SOLITAIRE” (Hereinafter referred to as the “Project”)
	Address	2.2	Survey No.11, Hissa No.09+14A/2, 09+14A/1A/1, 09+14A/1A/10, 11/12 & 11/13 New S.No.11/14A/2, 11/1B/1A, 11/1B/10, 11/12 & 11/13 Village Kondhwa Khurd, Taluka Haveli, District Pune. Nearest Land Mark : Kausarbaug Masjid

	Architect	2.3	AND WHEREAS the Promoter has appointed Architect S.R.Doshi having its office at 776/A, Sadashi Peth, Bizzy Land, Office No.304/A, Pune-411030 . Who is duly registered with the Council of Architects at CA/83/7507 .
	Structural Engineer	2.4	AND WHEREAS the Promoters have also appointed the Structural Engineer Prof. Y. S. Sane, JW Consultant of having office at Sai Radhe, Office No. 201, 2nd floor, Behind Hotel Le Meridien, 100-101, Kennedy, Pune, Maharashtra 411001 for structural designs and drawings of the building/s and the Promoters shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building.
	Current Sanction of Project	2.5	AND WHEREAS based on the commencement certificate mentioned above, following building/s are currently sanctioned: Building C are hereinafter referred to as “Residential Building”. The current sanctioned layout is annexed herewith as “Annexure F”. Signature of the Allottee _____ (I have verified the sanctioned plans and read the commencement letter)

	Existing Built up Area (F.S.I. area)	2.6	AND WHEREAS the Promoter hereby declares that as per commencement certificate for current sanction as mentioned above, the total built up area (F.S.I. area) is 8267.31 sq.mtrs.
	Future Potential of Project	2.7	AND WHEREAS as mentioned above there is possibility of getting additional F.S.I. in future in the form of either paid F.S.I., premium F.S.I., amenity handover F.S.I., T.D.R. and/or due to amalgamation of adjoining land. Whenever this additional F.S.I./T.D.R. is sanctioned by the local authority to be used in the project, the Promoter will apply for revisions of plans and the proposed full potential layout may contain building/s having following configuration: The future potential layout is annexed herewith as “Annexure G” _____ Signature of the Allottee (I hereby give specific consent to the Promoter to carry out revision in sanctioned plan as per this future potential layout)
	Future Potential F.S.I.	2.8	As per the future development potential of the project as mentioned above, the total Sanctioned F.S.I. _____ sq.mts., However, this area may increase/decrease if there is any additional F.S.I./T.D.R. applicable at a later date.

	Amenity building	2.9	NA
	Environment clearance	2.10	NA
3	Compliance of Real Estate (Regulation & Development Act, 2016)	3.1	AND WHEREAS The Real Estate (Regulation & Development) Act, 2016 has come into force since 01/05/2017. Since the KOOL HOMES SOLITAIRE project is an ongoing project, the Promoter has registered the same with the Authority within the stipulated period of time and in accordance with rules published on 21.04.2017 by the Housing Department, Government of Maharashtra.
	Phasing of the Project	3.2	AND WHEREAS The Promoter intends to develop the Project as under: Building C as per current sanctioned plan, Amenities / Utilities / Services: Underground water tank Transformer D.G. back up for common areas Rain Water harvesting Organic waste composter Entrance gate & security Open Space development Construction as per future potential as mentioned above on building C
	Registration of Phases	3.3	AND WHEREAS the Project Kool Homes Solitaire is registered under the provisions of Real Estate (Regulation & Development) Act, 2016, vide Registration No. P52100008192 on 18.08.2017 . The copy of the Registration Certificate is annexed herewith.

		3.4	AND WHEREAS for the purpose of this agreement following areas are defined: Carpet area : As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, area under terrace area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown separately in Schedule B. Balcony Area : For the purpose of this Agreement the balcony area is defined as balcony / enclosed balcony area as shown in the sanctioned building plans by the local authority. Balcony area is shown separately in Schedule B. Open Terrace Area: For the purpose of this agreement open terrace area is defined as open terrace / terrace area as shown in the sanctioned building plans by the local authority. Open Terrace area is shown separately in Schedule B. Common Areas: As per Subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, basements, podiums, amenities, open spaces, area under services, water tanks, sumps, pumps, etc., excluding the amenity space area and future construction thereon. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.
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		3.5	AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all documents of title relating to the project land and plans, designs & specification prepared by the project Architect and all other such documents as specified under The Real Estate (Regulation & Development) Act and Rules & Regulations made there under. _____ Signature of the Allottee (All documents pertaining to the Project have been inspected by me)
	Disclosure regarding litigation	3.6	AND WHEREAS the Promoter hereby declares that there are no civil/criminal case pending with respect to the said land.
	Disclosure regarding reservation in said land	3.7	AND WHEREAS the Promoter hereby declares that based on the commencement certificate obtained from local authority there is no reservation or acquisition on any part of the said land.
	Disclosure regarding separate legal entity for residential, commercial & amenity buildings	3.8	The Promoter hereby declares that separate legal entities will be formed for residential buildings, and amenity buildings and the Federation of residential co-operative societies will not have any right over the ownership of amenity building.
4	Interest shown by the Allottee		AND WHEREAS Allottee was in search of residential premises in vicinity of Village Kondhwa

			Khurd and that is when he came to know about the said project of the Promoter. The Promoter has disclosed entire information alongwith the sanctioned documents to the complete satisfaction of the Allottee and thereafter the Allottee has conveyed his readiness and willingness to purchase the Apartment No..... in residential building No._____ in the project named as KOOL HOMES SOLITAIRE which is more particularly described in the Schedule B and location of which is shown on the authenticated copy of sanctioned floor plan annexed herewith as “Annexure H1” and typical floor plan is annexed herewith as “Annexure H2”
5	Offer and acceptance		AND WHEREAS, in accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottees hereby agrees to purchase the Apartment.
6	Willingness to enter into Agreement		AND WHEREAS, the Parties relying on the confirmations, representation 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.
7	Registration of Agreement		AND WHEREAS as per Section 13 of the Real Estate Regulation Act, the Promoter is required to execute a written Agreement with the Allottee for the sale in respect of the said apartment and therefore, Promoter and the Allottee are executing

			present Agreement as a compliance thereof and they shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.
8	Entire Agreement		AND WHEREAS this Agreement along with its schedules and annexures constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said apartment.
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-			
Obligation of the Promoter			
9	Said Apartment	9.1	As per the interest shown by the Allottee in the above mentioned clause, the Promoter has agreed to sell the apartment more particularly described in Schedule B subject to the consideration amount and payment schedule as detailed herein under.
	Development Works	9.2	The Promoter hereby assures to provide Internal and External Development in the Project more particularly described in Schedule C
	Internal Specification	9.3	The Promoter hereby assures to provide Internal Specifications to the apartment more particularly described in Schedule D .
	Adherence to Sanctioned Plan & other permissions	9.4	The Promoter hereby assures that the Project will be developed and complete in accordance with the sanctioned plans as approved and revised by the

			local authority from time to time and shall follow the conditions mentioned in various permissions as mentioned above.
	Variation in carpet area	9.5	The Promoter hereby assures that after construction of the apartment, there shall not be variation of more than 3% in the carpet area as mentioned in Schedule B . However, if there is any reduction in carpet area beyond the above mentioned variation limit, then the Promoter shall compensate the Allottee by issuing a refund of any such excess amount paid. If there is any increase in carpet area beyond the above mentioned variation then the Allottee shall pay the excess amount. This monetary adjustment shall be made at a rate equal to the consideration amount divided by the total area of apartment as mentioned in Schedule B .
	Possession date of the apartment	9.6	The Promoter hereby assures that they shall complete the construction and give possession of the said Apartment to the Allottee on or before 31/12/2026. If there is any delay in possession due to reasons other than those mentioned in the clause 13.1 hereunder then the Promoter hereby agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified as per the RERA guidelines, on amounts paid by the allottee (excluding Government taxes and duties), for every month of delay till handing over the possession.
	Completion / Occupancy Certificate	9.7	The Promoter hereby assures to obtain all N.O.C's from various concerned Government authorities

			and shall submit the file to Local Authority for occupancy certificate. However, if, the local authority delays in issuing the certificate beyond 21 days after submission of all required documents / NOC's for occupation, then same shall not be construed as delay on the part of the Promoter in obtaining Occupancy Certificate.
	Defect Liability Period	9.8	The Promoter hereby assures to rectify any structural defect or any other defect in workmanship, quality or supervision. If any such defect is brought to the notice by the Allottee within a period of 5 years from the date of handing over of possession. However, the defect liability of the Promoter will cease to exist in case of normal wear and tear due to weathering, negligence on part of the Allottee in cases of any alteration / modifications and changes made in the apartment, bathrooms and its waterproofing, force majeure, damage to electrical equipments due to voltage fluctuations or due to any reason beyond the control of the Promoter.
	Formation of Legal Entity	9.9	The Promoter hereby assures that it will form a separate Legal entity within three months from the date on which fifty one percent of the total number of allottees in such a residential project have booked their apartment. However, any delay towards affixing signature of Allottee's on such formation documents and procedural delays on account of the Govt. department will not be to the account of the Promoter. Further, the final legal entity will also be formed after obtaining final occupation certificate of the last Residential Building.

	Conveyance to legal entity	9.10	The Promoter hereby assures to convey the respective building structure (excluding basement and podiums) to the respective legal entity within a period of 2 years after occupancy certificate or after obtaining full and final consideration from all allottees in that respective project whichever is later. The Promoter further assures that the entire undivided land underneath all residential buildings along with amenities, utilities and services excluding the area under amenity space, will be conveyed to the legal entity within a period of 2 years upon obtaining full and final occupation certificate as per future potential layout as mentioned as Annexure G from the local authority. The conveyance boundaries for the legal entity of residential buildings are as per layout annexed herewith as Annexure I.
10	Obligation of the Allottee:	10.1	In accordance with sub rule (4) of rule 4 of Real Estate Regulation Rules, 2017, the Allottee hereby gives specific consent to the local authorities and also to the Promoter and has No Objection against the Promoter for the following: To construct the project as per the future potential layout annexed herewith as Annexure G. Amalgamation of adjoining land and preparation of new building plan and layout (if needed) as long as location of existing open space is not changed. Additional _____ Apartments to be constructed on Building C at upper floors. Change in building / layout plans due to instructions received by local authority.

			Minor additions or alteration. _____ (Signature of Allottee) (This consent shall be construed as informed consent)
	Specific Consent (when required later)	10.2	The Allottee hereby assures that in the event there is any consent that is required to be obtained under Real Estate Regulation Act, 2016 then in such event he accepts the procedure as mentioned and detailed hereunder. The Promoter shall send the proposed changes in the plan/specifications to the respective Allottee on their registered email address as mentioned in this agreement. Thereafter, the Allottee shall give its reply in writing to the said proposed changes within 7 days from the date of the successful delivery of the said email to the Allottee and in case non reply/failure of Allottees to reply/respond to the said e-mail within 7 days as aforesaid then it shall be treated that the Allottee have given informed specific consent for the said change and thereafter Allottee shall not raise any dispute about the same in future. Notwithstanding anything contained hereinabove, Allottee agrees and accepts that unless and until proposed revision of sanctioned plans are not against the express provisions of the act they shall not withhold the consent.
	Possession of the apartment	10.3	The Allottee hereby assures that they shall take possession of the apartment within 15 days upon receiving written notice/email regarding readiness

			of the apartment for occupation. If the Allottee fails to take the possession of the apartment within such period then the Allottee shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Promoter.
	Consideration Amount	10.4	After due discussions, diligence and negotiations between the Promoter and the Allottee, the Allottee hereby agrees to purchase from the Promoter and the Promoter agrees to sell to the Allottee the Said Apartment for a total consideration of Rs._____/- (Rupees _____ only) to be paid by the Allottee to the Promoter towards the said Apartment hereinafter referred to as the “Consideration Amount” (which is inclusive of the applicable GST). The allottee shall pay separately the Govt. Taxes such as Stamp Duty, Registration Fees etc. as applicable. The Promoter specifically declares and the Allottee hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and covered parking (if allotted), proportionate price of common areas & facilities which is detailed in Schedule C. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

	Payment Schedule	10.5	The Allottee hereby agrees and accepts to pay the consideration amount to the Promoter as per the payment schedule more particularly described in Schedule E .
	Early Payment	10.6	If the Promoter completes the construction before time, then the Allottee hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be offered in such case where construction has been complete before the agreed timeline. Signature of the Allottee (I hereby specifically agree to make early payment in case of early completion)
	Taxes & Duties	10.7	The Allottee hereby agrees and accepts that the Consideration Amount excludes expenses for Stamp Duty, Registration Fees or any other taxes applicable and in force today or those that may become enforceable and payable at any time in future.
	Provisional Maintenance Amount	10.8	The Allottee hereby assures to pay provisional maintenance amount of Rs._____/ - in addition to the consideration amount, Taxes & Duties mentioned above towards maintenance of the Project in separate account.

			This maintenance amount shall be deposited before handing over of possession of the said Apartment. This amount is not for any specific period of years and is only a provisional amount towards maintenance charges of the Project. In addition to the consideration amount, maintenance amount, Taxes and duties mentioned above, the Allottee shall additionally pay to the Promoters, before delivery of possession of the said Apartment, The amounts of Rs.1,00,000/- (Rupees One Lakh only) towards Society / Apartment Condominium formation, Share Money & Legal Charges.
	Payment period	10.9	The Allottee hereby assures to pay all the amount of installments within 15 days from the date of receipt of the demand letter of installment by the Promoters. In case of any delay beyond a period of 15 days, then interest charges as per Rules will be applicable.
	Payment of water charges, electricity, taxes etc	10.10	The Allottee hereby assures to pay necessary water charges, electricity user meter charges and grampanchayat / local authority municipal tax as applicable.
	Repairs of the Apartment	10.11	The maintenance of Apartment is the primary responsibility of the Allottee and he shall always take necessary precautions and preventive measures to ensure that the Apartment is maintained in a good condition. He shall not cause any such activity that will be harmful to adjoining neighbors and for the building structure.

	Alteration in the Apartment	10.12	No addition or alteration will be carried out in the Apartment or building in which the Apartment is situated without the consent of the promoter and local authorities.
	Hazardous and dangerous goods storage	10.13	The Allottee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated. On account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for any such consequences.
	Maintenance of the internal Apartment	10.14	The Allottee shall carry out at their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other Public authority.
	Preserving the aesthetics and elevation	10.15	The Allottee shall preserve the aesthetics of the elevations of the scheme. No Allottee of the said Apartment shall be entitled to install Air Conditioner Units, Window Air Conditioner Units thereby affecting the elevations as well as affecting the

			common use of the passages, lobbies and common areas in the building. Air conditioner units may be installed only at the space as provided by the Promoter. The allottee shall not change the doors, windows, grills, railings, external paints provided by the Promoter.
	Demolition and common utilities maintenance	10.16	The Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereof in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other Manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members, bathrooms and its water proofing, balconies in the Apartment without the prior written permission of the Promoters and/or the Apartment Condominium / Society or the Limited Company. The allottee shall fit or install the Air conditioner units only at the specific A/C cores provided by the Promoter. The allottee fails to take the proper measures for additions / alterations allowed then in such case he shall be liable to pay the penalty / fine as decided by the Promoter / legal entity formed.
	Cleanliness	10.17	The Allottee shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be

			thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.
	Sub-Let, transfer of rights	10.18	The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoters.
	Abiding by Society bye-laws or regulations of Apartment	10.19	The Allottee shall observe and perform all the rules and regulations which the Apartment /Condominium/Co-operative Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies.
General/ Miscellaneous stipulations			
11	Time Extension	11.1	The Promoters shall be entitled to get reasonable extension of time for giving possession of the apartment beyond date as mentioned above, if the completion of building in which the said apartment is situated is delayed on account of :- - War, civil commotion or act of God; - any notice, order, rule, notification of the Government and/or Public or competent authority. - Delay in issuance of Completion Certificate due

			to reason/s not attributable to the non compliance of the Promoter. d. Any Stay Order issued by the Competent Court / Authority.
	Name in which the payment is to be drawn for Consideration Amount	11.2	Promoter specifically communicates to the Allottee that the Allottee shall make the payments of Consideration Amount to the Promoter by Demand Draft or by local cheques drawn in the name of REPTON PROPERTIES PVT. LTD. or by electronic mode of transfer. NEFT/RTGS details are as under: i. Account Holder Name ii. Bank Name iii. Branch iv. Account Number v. IFSC Code vi. Account type
	Name in which the payment is to be drawn for Taxes and Duties	11.3	Promoter specifically communicates to the Allottee that the Allottee shall make the payments for additional amount along with charges towards stamp duty, registration fees to the Promoters by Demand Draft or by local cheques drawn in the name of REPTON PROPERTIES PVT. LTD. or by electronic mode of transfer. NEFT / RTGS details are as under: i. Account Holder Name ii. Bank Name iii. Branch iv. Account Number v. IFSC Code vi. Account type

	Maintenance of the Project	11.4	Promoter shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the Allottees more particularly described in Schedule F, until Promoter hands over the maintenance account of the Project to Apartment/Condominium/Society and/or Apex Body as a case may be or till the Provisional maintenance amount funds gets exhausted whichever is earlier. It is agreed and understood by the Allottee that the Provisional Maintenance Amount payable by the Allottee to the Promoter is not for maintaining the project for any particular years. Promoter hereby assures that the provisional maintenance funds shall be used for maintenance purpose only and Promoter shall maintain the separate bank account for the aforesaid maintenance amount received from all the Apartment Allottees and this maintenance fund will not be misused by the Promoter for any other purpose. Upon formation of Apartment /Condominium/ Society as mentioned above, the Promoter shall hand over the building maintenance fund and balance (if any) to that respective Apartment /Condominium /Society and whereas common and Environmental Management Plan maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the Allottee on the Promoter on the maintenance amount. Promoters shall have sole discretion to decide actual utilization of
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			the maintenance charges collected from the Allottees and no Allottee shall be entitled to challenge the same on the ground of reasonability and/or preference.
	Maintenance responsibility of the Promoter ceases	11.5	Promoter specifically communicates to the Allottee that if Allottee fails and/or neglects to pay aforesaid expenses as and when demanded by the Promoters and/or concern Authority then the same shall be considered as material breach of these presents notwithstanding regular payment of Consideration Amount on agreed dates by the Allottees and in such case Promoter shall not be responsible for the maintenance of the said project.
	Change in consultants	11.6	The Promoter shall have every right to change and appoint any new consultant as per his discretion & choice.
	Termination of Agreement by Promoter	11.7	Without prejudice to the right of the Promoter to charge interest on delayed payment, if the Allottee commits three defaults in making payment as per the stages mentioned Schedule E then the Promoter shall serve a notice of 15 days in writing to the Allottee informing its intention to terminate this Agreement and if the Allottee fails to rectify the breach as mentioned by the Promoter within a period of 15 days, then the Promoter shall be entitled to terminate this Agreement and refund the amount of money paid by the allottee, by deducting the booking amount and the interest liabilities and other administrative

			expenses. Balance amount (if any) shall be refunded to the Allottee within 45 days of termination. In the event of termination Promoter is not responsible to refund any taxes and duties such as Stamp Duty and registration charges which were paid to the Government and the Allottee shall apply for refund at their own effort and cost.
	Cancellation of Agreement by Allottee	11.8	If the Allottee wishes to cancel the agreement due to reasons not attributable to the default of the Promoter, then the Promoter shall deduct the booking amount and the interest liabilities and other administrative expenses and balance amount (if any) shall be refundable after the apartment has been booked by other Allottee. In the event of cancellation by Allottee, the Promoter is not responsible to refund any taxes and duties such as Stamp duty and registration charges which was paid to the Government and the Allottee shall apply for refund at their own effort and cost.
	Advertisement / Prospects	11.9	It is specifically understood and agreed by the Allottee that the prospectus, other advertising material published by the Promoters from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Promoters and Allottee. The details mentioned in Schedule C and D hereunder are considered as final, definitive, duly negotiated and binding between the parties and supersedes all earlier communications.

	Entry of Promoters staff in the premises	11.10	Till the conveyance in favour of Federation is executed, the Allottee shall permit the Promoters and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof.
	Movement of men and material	11.11	The Allottee is well aware that the Promoter will construct buildings based on Future Potential as mentioned Annexure G. The Allottee assures that after possession of the Said Apartment he shall not cause any hindrance / obstruction / objection to the movement of men and machinery required to construct the future buildings. _____ Signature of Allottee (This consent shall be construed as informed consent)
	Water connection and charges	11.12	The Allottee is fully aware that water connection for Said Scheme is not yet obtained either from PMC / Grampanchayat and that the demand for water will be fulfilled either through bore-well or through tanker or any other available source. The Promoters

			will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards. The Allottee agrees to pay the necessary water charges, tanker charges and is fully aware about this fact and shall not take any objection regarding this matter and shall keep PMC / sanctioning authority / Promoters indemnified at all times. _____ Signature of Allottee (I hereby agree to pay necessary water charges as mentioned above)
	Enclosure of terrace and fine	11.13	The terrace space adjacent to the Apartment shall belong exclusively to the respective Allottee of the Apartment and such terrace spaces are intended for the exclusive use of the respective Allottee. The said terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or the Apartment /Condominium/ Co-operative Society as the case may be shall be kept indemnified from any penal action at all times.
		11.14	None of the actions, concessions or indulgence shown by the Promoters shall be presumed and/or be treated and/or deemed to have been waived their preferential right or the

			right of pre-emption or the right of first refusal of the Promoters, agreed to herein by the parties hereto. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the Said Land and building/s or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee, and allotted areas such as upper terrace, open spaces, parkings, lobbies etc. will remain the land of the Promoter until the said Land is conveyed to the Federation of Co-operative Societies as agreed to be conveyed by the Promoters as per the terms and conditions of this Agreement.
	Jurisdiction	11.15	This Agreement shall be governed by the laws of India and Courts of Pune shall have exclusive jurisdiction to try and entertain the dispute/s arising out of these presents.
	Registration	11.16	The Allottee and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
	Stamp Duty	11.17	The Allottee herein has paid stamp duty of Rs..... (Rupeesonly) along with appropriate registration fees as per Maharashtra Stamp Act, 2015. However, if

			there is increase in stamp duty by the Government at the time of registration of conveyance in favour of respective buildings and/or federation / apex body, then such incremental stamp duty shall be borne and paid by the Allottee.
	PoA for admittance	11.18	M/s. REPTON PROPERTIES PVT. LTD. through Director Shri. Dharmesh K. Gathani has appointed Mr. Sagar Ramchandra Kadam to admit the execution of this Agreement by virtue of Power of Attorney registered in Office of Sub-Registrar Haveli No.10 at Sr.No.7024/2007 on 31.08.2007.

SCHEDULE-A

All that piece and parcel of the land admeasuring **15040** sq.mts. out of land bearing Survey No.11, Hissa No.09+14A/2, 09+14A/1A/1, 09+14A/1A/10, 11/12 & 11/13 New S.No.11/14A/2, 11/1B/1A, 11/1B/10, 11/12 & 11/13 situated at Kondhwa Khurd, Taluka Haveli, District Pune, which are within the Registration District Pune, Taluka Haveli and the same is bounded as follows:

- On or towards East : By S.No.11 part
- On or towards South : By S.No.11 part
- On or towards West : By 18 mt. wide Road
- On or towards North : By Brahma Emrald County Society

SCHEDULE-B

(SAID APARTMENT)

To be constructed upon the Said Land described in the Schedule A above, of the Project named as “**KOOL HOMES SOLITAIRE**”

Residential Tower	Apartment Number	Floor No.	Carpet Area in sq.mtrs.	Balcony/ Enclosed balcony area in sq.mtrs.	Open Terrace Area in sq.mtrs.	Covered Parking No.

SCHEDULE-C
DEVELOPMENT WORKS OF THE PROJECT

- Staircase, lifts, lobbies, fire escape and common entrance and exit of buildings.
- Internal roads
- Landscape area
- Entrance Gate and Security Cabin
- Electrical meter room
- Water tanks, pumps
- Drainage system
- Electricity supply
- Street lights
- Rainwater harvesting
- Solar water heating system
- Fire fighting system

SCHEDULE-D
(INTERNAL SPECIFICATIONS OF FLAT)

1. The building shall be RCC framed structure with fly ash/siphorex in cement mortar for walls.
2. All walls shall be internally finished with cement plaster with gypsum.
3. Externally all walls and R.C.C. work shall be finished with sand faced cement plaster.
1. All doors shall be Flush doors with Wooden frames. Main Door with Wooden Frame, with both side Laminated finish with night latch and peephole.
2. Windows shall be of aluminum.
3. All rooms shall be provided with Vitrified flooring.
4. Bath rooms shall have anti skid ceramic flooring and dado up to lintel level.
5. Kitchen shall have granite platform with stainless steel sink on kadappa stand and Ceramic glazed dado to till \intel level.
6. Brick-bat waterproofing shall be provided to all Toilets, Attached terraces and roof slab.

ELECTRIFICATION : Electric installation for each Unit shall comprise the following :

Concealed wiring with switches and plugs etc. Energy Meter for light and power shall be provided as directed by M.S.E.B.

PAINTING : Internally walls / Ceiling shall be finished with oil bond with white wash and all external walls and concrete surfaces shall be finished with cement paint. All steel and wood work shall be painted with enamel oil paint. In general all items of work shall be of usual standards.

SCHEDULE-E
(PAYMENT SHEDULE)

a.		10% On or before execution of agreement
b.		20% on completion of Plinth
c.		5% on completion of the 1 st slab of the building in which the said flat / unit is located.
d.		5% on completion of the 2 nd slab of the building in which the said flat / unit is located.
e.		5% on completion of the 3 rd slab of the building in which the said flat / unit is located.
f.		5% on completion of the 4 th slab of the building in which the said flat / unit is located.
g.		5% on completion of the 5 th slab of the building in which the said flat / unit is located.
h.		5% on completion of the 6 th slab of the building in which the said flat / unit is located.
i.		5% on completion of the 8 th slab of the building in which the said flat / unit is located.
j.		5% on completion of the 10 th slab of the building in which the said flat / unit is located.
k.		5% on completion of the 12 th slab of the building in which the said flat / unit is located.
l.		5% on completion of the 14 th slab of the building in which the said flat / unit is located.
m.		5% on completion of the 16 th slab of the building in which the said flat / unit is located.
n.		5% on completion of brickwork i. r. o the said flat.
o.		5% on Completion of flooring i. r. o. the said flat.
p.		5% or remaining at the time of handing over possession of the said flat.
		Total Consideration (Including Received Payment).

* The Total consideration amount mentioned above is inclusive of applicable GST.

SCHEDULE-F
(MAINTENANCE SCHEDULE)

Following are the particulars under maintenance account :

Sr.No.	Common Area Maintenance
A	Building maintenance
1	Building housekeeping
2	Building security
3	Electricity charges for: a. Lift b. common area/Passage area lighting c. Water pumps
4	Annual maintenance charges for: a. Lift b. Solar
B	Common area maintenance
1	Common area housekeeping
2	Common area security
3	Electricity Charges a. Street lighting b. Open space lighting c. Amenities, STP, OWC, Fire Pumps
4	Annual maintenance charges for: a. Fire Fighting system b. Water pump c. Diesel generator
5	Water charges for tanker, water tax etc.
6	Diesel expenses for generator
7	Facility Manager & supervisory staff and its admin expenses
8	Landscaping charges: a. Gardner b. Fertiliser c. Red Soil d. New Plantation (if needed)
9	Rain water harvesting: a. Recharge pits cleaning (pre and post monsoon)

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

REPTON PROPERTIES PVT. LTD.
THROUGH IT'S DIRECTOR EITHER
MR. DHARMESH KISHORE GATHANI
OR
MR. RAMESH PARASRAM BHATIA
(PARTY OF THE FIRST PART)

Promoter/Developer

MR./MRS. _____
(PARTY OF THE SECOND PART)

ALLOTEE

MR./MRS. _____
(PARTY OF THE SECOND PART)

ALLOTEE

- 1. SHRI KRISHNA SWAMI YELLAPPA BANDELLU,
 - 2. SHRI SAYAJI ASRAJI MORE,
 - 3. SHRI PRATAP GANGANATH AHIR,
 - 4. SHRI JAGANNATH MALHARI SURYAWANSHI,
 - 5. SHRI GANGARAM SAKHARAM NIKAM,
 - 6. SHRI SURYAKANT LAKSHMAN GUJAR,
 - 7. SHRI GOPAL SHANKAR MATADU,
 - 8. SHRI NARAYAN RAMCHANDRA DESHPANDE,
 - 9. SMT. SAVITRIBAI LAKSHMAN UTTEKAR,
 - 10. SHRI RAJNIKANT SHRIKANT DEVDE,
 - 11. SHRI KRISHNA DWARKADAS RELWANI,
 - 12. SHRI VIJAY NATHURAM GUJAR,
 - 13. MRS. KARIMUNNISA SAYYED IMAM
 - 14. MRS. HAJRA SAYYED IMAM
 - 15. MR. JETHALAL MADHAVJI THAKKAR
 - 16. MR. NANDLAL MADHAVJI THAKKAR
 - 17. MR. SHANTILAL MADHAVJI THAKKAR
 - 18. MR. DILIP MADHAVJI THAKKAR
- all through their lawfully constituted attorney
REPTON PROPERTIES PVT. LTD. through Director
MR. RAMESH PARASRAM BHATI AND/OR
MR. DHARMESH KISHOR GATHANI
(PARTY OF THE THIRD PART)

Consenting Party through
their within named POAH

Witnesses:-

1. _____
Name: _____
Address: _____

2. _____
Name: _____
Address: _____