

APPLICATION FOR ALLOTMENT

Applicant/s :-

Mr./Mrs. _____

Mr./Mrs. _____

Address _____

Date :-

To,
M/s. K. N. Associates
Office at 1145, Shivajinagar, Pune 411016.

Sub. : Application for allotment of apartment in your
 residential project known as 'INSIGNIA' situated at
 Survey Nos. 46/1/1 and 46/2/1, Village Baner, Taluka
 Haveli, District Pune.

Sir,

I/We, Mr./Mrs. _____, presently residing at
_____ have visited your above subject project site personally
and I/We have been furnished entire required information and documents by
your organization regarding the said project and after my/our due verification
and full satisfaction, I/We hereby apply you to allot me/us apartment no. ____
of ____ floor in Building/Wing ____ along with one covered car parking space
of your project 'INSIGNIA'.

I/We am/are ready to pay advance payment and/or application fee of
Rs. _____/- to you at the time of allotment of the apartment to me/us as
chosen by me/us.

Please accept my application and allot me/us the allotment letter for
the apartment.

Thanking You

Yours Faithfully

1.

2.

Applicant/s

LETTER OF ALLOTMENT

Date :-

To,

- 1) Mr./Mrs. _____,
Residing at _____,
Pan No. _____
- 2) Mr./Mrs. _____,
Residing at _____,
Pan No. _____

Subject :- Allotment of apartment
Reference :- Your application dated _____ for
allotment of apartment.

Sir/Madam,

We thank you for your Application dated _____ addressed to M/s. K. N. Associates for the payments required for the purpose of allotment of your chosen apartment. You have submitted your application (said "APPLICATION") to us for allotment of an apartment as detailed below (said "APARTMENT");

Particulars	Details
Apartment No	
Floor	
Area	Sq. Mtrs (Carpet)
Balcony (If any)	Sq.Mtrs (Carpet)
Terrace (if any)	Sq.Mtrs (Carpet)
Dry Balcony (if any)	Sq.Mtrs. (Carpet)
Parking Space/s (if any)	Sq.Mtrs.
Building/Wing No.	
Name of the Project	INSIGNIA
Address of the Project	Survey Nos. 46/1/1 and 46/2/1, Village Baner, Taluka Haveli, District Pune

After receiving the said Application, we have given you disclosures of various documents/information in respect of the project land on which the above said phase/building being/is developed and in respect of the said Apartment, as envisaged under The Real Estate (Regulation and Development) Act, 2016. Further, we have handed over to you mailed PDF file on your notified email containing these documents and information.

By this Allotment Letter you are hereby allotted the said Apartment subject to the terms and conditions mentioned herein below :-

- 1) The cost details in respect of the said Apartment shall be as tabulated hereunder:

Sr. No	Details	Amount in Rupees
1	Price consideration of the said Apartment including proportionate price of the common area and facilities appurtenant to the said Apartment	
2	Stamp duty (including LBT, if applicable) in respect of the above said price consideration	
3	Registration fees	
4	Applicable GST	
5	Other Applicable Tax	
6	Applicable TDS	
7	Maintenance cost for first ____ months from the date of possession of the apartment, as the case may be.	
8	Other Expenses as per Annexure-B	
	Total	

We have received from you an amount of Rs._____-/- (Rupees _____ only) by cheque dated _____ bearing No._____ drawn on _____ Bank, Branch_____, towards advance payment being 10% of the total agreed lump sum consideration (said "ADVANCE PAYMENT") and we have issued you a receipt in that regard, subject to realization of the said payment.

2) The 90% balance amount shall be paid by you to us as per payment Schedule-A enclosed herewith that will be mentioned in the draft agreement for sale in respect of the said Apartment (Said "AGREEMENT")

Other Terms and conditions of allotment of the said apartment.

1. The amount of stamp duty including LBT (if any), registration fees, GST, TDS are subject to change depending on government policy. You shall pay the amounts towards stamp duty including LBT (if any), registration fee, prior to registration of the Agreement as and when demanded by us. You shall pay the applicable GST on each of the installment payable to us and shall pay TDS if applicable on your own and give us certificate in that regard.
2. We have handed over to you "Draft Copy of Agreement to Sell" along with enclosures in respect of the said Apartment, fixtures and fitting of the said Apartment and common facilities and amenities or common area of the above said project and you shall be following the terms and conditions of the agreement to sell.
3. You shall approach us on the mutually fixed date to execute the said Agreement. Thereafter, within a period of 30 (thirty) days, you shall make yourself available for registration of the said Agreement as and when intimated by us. In case you fail to execute and register the said agreement within 30 (thirty) days from the date of execution of the said Agreement, we shall be entitled to cancel allotment of the said Apartment to you by cancelling this Allotment Letter by giving written notice of 15 (fifteen) days.
4. If you intend to cancel allotment of the said Apartment, you shall submit to us "Application for Cancellation of Allotment" in our prescribed format along with original copies of receipt/s issued by us, a duly notarized affidavit –cum – indemnity in our prescribed format at your own cost.
5. In case of cancellation of allotment of the said Apartment by you, as detailed above, we shall be entitled to deduct an amount of Rs._____/-(Rupees _____ Only) from the above said Advance payment and refund the balance of the same to you without any interest thereon (said "REFUND AMOUNT"). In the event, the amounts paid by you towards

Consideration Value is less than the Liquidated Damages, then you shall be liable and agrees to pay to us the deficit amount of Liquidated Damages.

6. If there are more than one Allottee, the cheque of the said Refund Amount shall be drawn in favour of the person from whose account we have received the same.

7. Once the allotment of the said Apartment to you is cancelled as above, you shall cease to have any claim on the said Apartment and we shall be entitled to dispose of the same at our own discretion.

Thanks and regards

For M/s. K. N. Associates

(Mr. Tejas Vilas Karandikar)

Acceptance of allotment of the said Apartment

I/We hereby acknowledge to have checked the said Disclosures and have received PDF file mailed on our notified email address containing the above said documents and information. I/We also have received a copy of above said Draft Copy of Agreement to Sell along with enclosures.

I/We have read and understood the above said allotment Letter and I/We hereby accept the allotment of the said Apartment from you subject to above said terms and conditions.

Thanks and regards

(Name and signature of the Allottee No.1)

(Name and signature of the Allottee No.2)

ANNEXURE A
PAYMENT SCHEDULE

The Allottee/s has/have paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner :-

i. Amount of Rs. _____/- (Rupees _____ Only) (20% of the total consideration) to be paid to the Promoter after the execution of this Agreement.

ii. Amount of Rs. _____/- (Rupees _____ Only) (15% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs. _____/- (Rupees _____ Only) (25% of the total consideration) to be paid to the Promoter on completion of all the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs. _____/- (Rupees _____ Only) (05% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs. _____/- (Rupees _____ Only) (05% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs. _____/- (Rupees _____ Only) (05% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs. _____/- (Rupees _____ Only) (10% of the total consideration) to be paid to the Promoter on completion of

the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs. _____/- (Rupees _____ Only) against and at the time of handing over the possession of the Apartment to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

Note: GST and any other government levies shall be extra as applicable.

Notes:

- This Schedule is a list of payment/construction slabs. Construction activities may be carried out in tandem with earlier slabs than stated and hence, the demand too may be generated earlier than above.
- Registration of Agreement to sell (Stamp Duty including LBT if any & Registration charges apply) to be completed immediately after payment of Booking Amount and before the next installment as per the Schedule of Payments is due. The Developer reserves its right not to accept any payment over the Booking Amount till such time that the Agreement to Sell is registered and any delay in payment on this account shall be deemed to be delay on account of the Purchaser.
- All applicable Government Taxes and Levies including GST shall be payable as and when demanded by the Developer.
- The Consideration Value agreed to be paid by the Allottee/s to the Developer shall be appropriated firstly towards any cheque bounce charges or any other administrative expenses, then interest and costs and expenses and lastly towards outstanding dues in respect of the Apartment.
- In the event the Allottee/s approaches a bank/financial institution for availing a loan, any delay by such bank/financial institution in making the payment as per Annexure "A" above shall attract interest at 2% + prevailing SBI MCLR rate from the date they fall due till realization of payment and shall

constitute an event of default. In such event, the Refund Amount, if any, shall be paid by the Developer to the bank/financial institution of the Allottee/s.

ANNEXURE B
SOCIETY AND OTHER CHARGES

Maintenance charges Rs. _____/-

Legal Charges Rs. _____/-

GST and any other government levies shall be extra as applicable.

**NON ENCUMBRANCE CERTIFICATE
TO WHOMSOEVER IT MAY CONCERN**

This is to certify that We/Owners/Promoters M/s. K. N. Associates, a partnership firm, having office at 1145, Shivajinagar, Pune 411016, through partner Mr. Tejas Vilas Karandikar, commenced the construction work of Building/Wing on the project land in accordance with the sanction plans of PMC, Pune and the said project is on-going project.

That I/promoter has/have not availed any kind of loan from any bank/financial institutions and I/promoter has/have not created any charge or encumbrance on the project land and/or the building proposed to be constructed by the promoter by way of mortgage/hypothecation/co-lateral security etc.

Place : Pune.

Date :

For M/s. K.N. Associates

Mr. Tejas Vilas Karandikar
Partner

AGREEMENT

This **AGREEMENT** made at Pune this ____ day of _____ in the year **Two Thousand and Seventeen.**

BETWEEN

M/S. K. N. ASSOCIATES,

A partnership firm registered under the partnership act, 1932,
having its registered office at : 1145, Shivajinagar, Pune 411016.

PAN NO. : AALFK4403G

Represented through its partner,

MR. TEJAS VILAS KARANDIKAR,

Age: 33 years: Occupation: Business,

Add.: 13/1/7, Shivalik, Baner Road, Pune 411008

PAN NO.: AJDPK7566P

hereinafter referred to as "**THE OWNER/PROMOTER**" (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said partnership firm, its present and future partners, their respective legal heirs, successors, legal representatives, in-interest-attorneys, nominees, legatees, executors, administrators, assignees etc.) **OF THE ONE PART.**

AND

1. **Mr./Mrs.** _____
Pan No. _____
Age ____ years, Occupation _____
Residing at _____.
2. **Mr./Mrs.** _____
Pan No. _____
Age ____ years, Occupation _____
Residing at _____.

hereinafter referred to as "**THE ALLOTTEE/S**" (Which expression shall unless repugnant to the context or meaning thereof shall mean and include all his/her/their legal heirs, executors, administrators and assignees etc.) **OF THE OTHER PART.**

Sale Consideration: Rs. _____/-

WHEREAS, the Owner/Promoter is well seized and possessed of and sufficiently entitled to all that pieces and parcels of the properties, lying and situated at Village Baner, Taluka Haveli, District Pune, within the local limits of Pune Municipal Corporation and also within the jurisdiction of Sub Registrar Haveli No. 1 to 27, Pune, viz. bearing,

1. Plot No. 1 admeasuring area 605.72 sq. mtrs. i. e. 6520 sq. ft. out of Survey No. 46/1/1 totally admeasuring 00 Hectare 20 Ares assessed at Rs. 00.60 paise
2. Plot No. 2 admeasuring area 5000 sq. ft. out of Survey No. 46/1/1 totally admeasuring 00 Hectare 20 Ares assessed at Rs. 00.60 Paise
3. Plot No. 1 admeasuring area 3300 sq. ft. out of Survey No. 46/2/1 totally admeasuring 00 Hectare 73 Ares assessed at Rs. 02.25 Paise
4. Plot No. 2 admeasuring area 2750 sq. ft. out of Survey No. 46/2/1 totally admeasuring 00 Hectare 73 Ares assessed at Rs. 02.25 Paise

All together total aggregate area admeasuring about 1625.88 sq.mtrs. or thereabout and more particularly described in **Schedule (I)** hereunder written (hereinafter for the sake of brevity jointly and collectively referred to as “**the said Property and/or the said project land**”).

Plot No. 1, admeasuring 605.72 sq. mtrs. (6520 sq. ft.) out of Survey No. 46/1/1, situated at Village Baner, Pune.

AND WHEREAS, Land bearing Survey No. 46/1/1 admeasuring 0 H. 20 R, situated at village Baner, Pune previously belonged to 1) Shri. Vinayak Sadashiv Nalawade, 2) Shri. Dattatraya Dhondiba Nalawade, 3) Shri. Suresh Dnyanoba Nalawade, 4) Shri. Namdeo Keshav Tapkir.

AND WHEREAS, the said Vinayak Sadashiv Nalawade and others prepared layout of the land bearing Survey No. 46/1/1 admeasuring 0 H. 20 R, Survey No. 46/2/1 admeasuring 0 H.73 R and land bearing Survey No. 46/3/1 admeasuring 0 H. 77 R, of village Baner, Pune and divided the same into Plots and internal road.

AND WHEREAS, by Sale Deed dtd. 18/10/1988 the said owners sold out portion admeasuring 605.72 sq. mtrs. (Private Plot No. 1) out of the said land Survey No. 46/1/1 to Mrs. Usha Kiran Mahendra Seth and Mrs. Chaya Ravindra Seth and the said deed is registered in the office of Sub-registrar Haveli No. II at Serial No. 411/1989 dtd. 09/01/1989.

AND WHEREAS, by Development Agreement and Power of Attorney both dtd. 31/12/2007 the said Mrs. Usha Kiran Mahendra Seth and Mrs. Chaya Ravindra Seth agreed to sell and grant, entrust development rights of the said plot in favour of Mr. Nikhil Ramvilas Gupta and Mr. Ramvilas Ramratan Gupta both the said documents are registered in the office of Sub-registrar Haveli No. XIX at Serial No. 1195/2007 and 1196/2007 respectively.

AND WHEREAS, by Deed of Sale dtd. 06/09/2012 the said Mrs. Usha Kiran Mahendra Seth and Mrs. Chaya Ravindra Seth through their attorney holder Mr. Mandar Yashwant Palkar with the confirmation of Mr. Nikhil Ramvilas Gupta and Mr. Ramvilas Ramratan Gupta and with the consent of Mrs. Nalini Anant Kale sold out Plot No. 1 admeasuring 605.72 sq. mtrs. out of Survey No. 46/1/1, Baner, Pune to M/s. K. N. Associates i. e. the Promoter herein and the said deed is registered in the office of Sub-registrar Haveli No. I at Serial No. 8409/2012. Accordingly, name of the Promoter has been recorded in the 7/12 extract of the said land vide Mutation Entry No. 19242.

**Plot No.2, admeasuring 5000 sq.ft. i. e. 464.51 sq. mtrs. out of
Survey No. 46/1/1, situated at Village Baner, Pune.**

AND WHEREAS, Land bearing Private Plot No. 2, admeasuring 5000 sq. ft. from and out of the entire property bearing Survey No. 46/1/1 situated at village Baner previously belonged to 1) Mr. Vinayak Sadashiv Nalawade, 2) Mr. Dattatraya Dhondiba Nalawade, 3) Mr. Suresh Dyanoba Nalawade, and 4) Mr. Namdeo Keshav Tapkir .By Sale Deed dtd. 25/08/1988 the above said owners sold out the said plot to Mr. Santosh Shivram Patil and the said deed is registered in the office of Sub Registrar Haveli No. II at Serial No. 13705/1988.

AND WHEREAS, by Sale Deed dtd. 11/09/2012 the said Mr. Santosh Shivram Patil, sold out the said plot No. 2 to Mrs. Nalini Anant Kale and the said deed is

registered in the office of Sub Registrar Haveli No. I Pune at Serial No. 8557/2012.

AND WHEREAS, by Deed of Exchange dtd. 31/12/2013 the said Mrs. Nalini Anant Kale exchanged her Plot No. 2 admeasuring 5000 sq. fts., out of Survey No. 46/1/1, Baner, Pune with Plot No. 3 admeasuring 5000 sq. fts., out of Survey No. 46/2/1, Baner, Pune belonging to the Promoter and the said deed is registered in the office of Sub-registrar Haveli No. I at Serial No. 3194/2014. Thus the promoter became owner of the said Plot No. 2 admeasuring 5000 sq. fts., out of Survey No. 46/1/1, Baner, Pune and name of the Promoter has been recorded in the 7/12 extract of the said land vide mutation entry no 19949.

Plot No.1, admeasuring 3300 sq.ft. i. e. 306.57 sq. mtrs. out of Survey No. 46/2/1, situated at Village Baner, Pune.

AND WHEREAS, Land bearing Survey No. 46/2/1 admeasuring 0 H. 73 R, situated at village Baner, Pune previously belonged to Smt. Sukhbai Gorakshnath Shinde and 8 others .By Sale Deed dated 22/06/1986 the said owners sold out the said land to 1) Shri. Vinayak Sadashiv Nalawade, 2) Shri. Dattatraya Dhondiba Nalawade, 3) Shri. Suresh Dnyanoba Nalawade, 4) Shri. Namdeo Keshav Tapkir. The said sale deed is registered in the office of sub Registrar Haveli No. I at Sr, No.7855/1986.

AND WHEREAS, the said 1) Shri. Vinayak Sadashiv Nalawade, 2) Shri. Dattatraya Dhondiba Nalawade, 3) Shri. Suresh Dnyanoba Nalawade, 4) Shri. Namdeo Keshav Tapkir prepared private lay out of the said land dividing the same into plots. By Sale Deed dtd. 17/10/1988 the said owners sold out the Private Plot No. 1, admeasuring 3300 sq. ft. from and out of the said lay out to Mr. Swanand Nilkanth Sahasrabudhe and the said deed is registered in the office of Sub Registrar Haveli No. II at Serial No. 413/1989.

AND WHEREAS, by Sale Deed dtd. 19/04/1990 the said Mr. Swanand Nilkanth Sahasrabudhe sold out the said Plot No.1, admeasuring 3300 sq. ft. from and out of Survey No. 46/2/1, village Baner, Pune to the Mr. Abhinandan Bharat Shah & Mr. Suryakant Motichand Shah and the said deed is registered in the office of Sub Registrar Haveli No.II at Serial No. 69/2002 [old No. 7183/1990].

AND WHEREAS, the above said Mr. Abhinandan Bharat Shah & Mr. Suryakant Motichand Shah represented through their Power of Attorney Holder, Mr. Mandar Yashwant Pasalkar have entrusted development right of the said plot in favour of Mr. Anil Fulchand Agarwal, by executing Development Agreement & Irrevocable Power of Attorney both dtd. 20/04/2006, which is registered in the office of Sub Registrar Haveli No.II at Serial No. 3000/2006 & 3001/2006, respectively.

AND WHEREAS, by Sale Deed dtd. 22/11/2012 the above said Mr. Abhinandan Bharat Shah & Mr. Suryakant Motichand Shah represented through their Power of Attorney Holder, Mr. Anil Fulchand Agarwal, sold out the said plot to the Promoter. The said sale deed is registered in the office of Sub Registrar Haveli No. I at Serial No. 10999/2012. Accordingly, name of the Promoter has been recorded in the 7/12 extract of the said land vide Mutation entry No. 19241.

Plot No.2, admeasuring 2750 sq.ft. out of Survey No. 46/2/1, situated at Village Baner, Pune.

AND WHEREAS, the said owners 1) Mr. Vinayak Sadashiv Nalawade, 2) Mr. Dattatraya Dhondiba Nalawade, 3) Mr. Suresh Dyanoba Nalawade, and 4) Mr. Namdeo Keshav Tapkir sold out Plot No. 2, admeasuring 2750 sq. ft. from and out of Survey No. 46/2/1, village Baner, Pune to Mrs. Shridevi Sadananad Patwardhan by executing Sale Deed dtd. 21/07/1988 and the said deed is registered in the office of Sub Registrar Haveli No. at Serial No. 11821/1988. Accordingly name of Mrs. Shridevi Sadananad Patwardhan has been entered into 7/12 extract of the said Plot No. 2 vide Mutation Entry No. 15061.

AND WHEREAS, by Sale Deed dtd. 18/02/2010 the said Mrs. Shridevi Sadananad Patwardhan sold out Plot No.2, Mr. Tatireddy Venkatramesh and Mr. Sandireddy Mohanrao Ramayya, and the said sale deed is registered in the office of Sub Registrar Haveli No. XIX Pune at Serial No. 1531/2010.

AND WHEREAS, by Sale Deed dtd. 07/06/2011, the said Mr. Tatireddy Venkatramesh and Mr. Sandireddy Mohanrao Ramayya sold out the said plot to the Promoter herein and the said deed is registered in the office of Sub Registrar Haveli No. XI Pune at Serial No. 5035/2011. Accordingly, name of the

Promoter has been recorded in the 7/12 extract of the said land vide Mutation Entry No. 18209.

AND WHEREAS, the Promoter amalgamated following Plots and prepared layout of the same:

- a) Plot No. 1 - 605.72 sq. mtrs. out of Survey No. 46/1/1
- b) Plot No. 2 - 464.51 sq. mtrs. out of Survey No. 46/1/1
- c) Plot No. 1 - 300.00 sq. mtrs. out of Survey No. 46/2/1
- d) Plot No. 2 - 255.48 sq. mtrs. out of Survey No. 46/2/1

AND WHEREAS, the said layout plan for amalgamated area i.e. 1625.88 sq. mtrs. has been sanctioned by the Pune Municipal Corporation vide letter No. CC/2548/14 dtd. 25/11/2014. As per said layout the above land consisting of 1529.48 sq. mtrs. is divided into 4 Plots as follows:

- a) Plot No. A (1) - 416.44 sq. mtrs. out of Survey No. 46/1/1
- b) Plot No. B (2) - 557.56 sq. mtrs. out of Survey No. 46/1/1
- c) Plot No. C (3) - 300.00 sq. mtrs. out of Survey No. 46/2/1
- d) Plot No. D (4) - 255.48 sq. mtrs. out of Survey No. 46/2/1
- e) Road widening 96.41 sq.mtrs

AND WHEREAS, the Pune Municipal Corporation has sanctioned building plans on portion of the Plot Nos. 01, 02 and 03 (part) for construction of 7 Row Houses, building consisting of flats vide revised Commencement Certificate No. CC/2548/14 dtd. 25/11/2014.

AND WHEREAS, the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

AND WHEREAS, the Owner/Promoter is in possession of the project land.

AND WHEREAS, the Promoter has proposed to construct on the project land 06(Six) Row Houses comprising of parking + 2 floors containing _____ and on revision of the present existing building plan.

AND WHEREAS, the Allottee/s is/are offered a Row House bearing number _____, (hereinafter referred to as the said '**Apartment**') in Building known as **INSIGNIA** (hereinafter referred to as the said '**Building**') being constructed in by the Promoter.

AND WHEREAS, the Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Act with the Maharashtra Real Estate Regulatory Authority at Mumbai no. _____, authenticated copy is attached in **Annexure (E)**.

AND WHEREAS, the Promoter has appointed a Structural Engineer _____, having its office at _____ for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.

AND WHEREAS, by virtue of the Agreement, the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee/s of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS, on demand from the allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s _____ having its office at _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder.

AND WHEREAS, the authenticated copies of Certificates of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS, the authenticated copy of layout and the building plans as proposed by the Promoter and according to which the construction of the building is proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-1**.

AND WHEREAS, the authenticated copy of the floor plan of the said apartment have been annexed hereto and marked as **Annexure C-2**.

AND WHEREAS, the authenticated copies of commencement certificate/s have been annexed hereto and marked as **Annexure-D** and the authenticated copy of NA order has been annexed and marked as **Annexure-E** herewith.

AND WHEREAS, the specifications and amenities of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been mentioned in **Schedule (IV)** hereunder written.

AND WHEREAS, the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS, while sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the 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/s shall be granted by the concerned local authority.

AND WHEREAS, the Allottee/s has/have applied to the Promoter for allotment of an Row House No. _____ situated in the Building project known as **INSIGNIA**.

AND WHEREAS, 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/s

or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, 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.

AND WHEREAS, prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai no. _____.

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

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 Allottee/s hereby agree/s to purchase the Apartment and the parking (if applicable).

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The Promoter shall construct 06(Six) Row Houses comprising of parking + 2 floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment/Row House No. ___ admeasuring about _____ **sq. mtrs.** carpet area, along with attached terrace admeasuring _____ **sq. mtrs.** in Building known as **INSIGNIA** (hereinafter referred to as “**the Apartment**”) as shown in the Floor plan thereof hereto annexed and marked **Annexure C-1 and C-2 respectively** and more particularly described in **Schedule (III)** hereunder written for the lump sum consideration of Rs. _____/- (Rupees _____ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Schedules (II)** respectively.

(ii) On the request of the Allottee/s, the Promoter hereby agrees to allot to the Allottee/s parking space situated at Parking/ground floor being constructed in the layout.

1(b) The total lump sum aggregate consideration amount for the apartment is thus Rs. _____/- (Rupees _____ Only).

1(c) PAYMENT DETAILS :-

Sr. No.	PAYMENT SCHEDULE	
1.	At the time of booking	10%
2.	After the Execution of Agreement	20%
3.	On Completion of Plinth of the building/wing in which the said Row House is located	15%
4.	On completion of the all slabs including podiums and stilts of the building/wing in which the said row house is located	25%
5.	On completion of the walls, internal plaster, floorings doors and windows of the said row house	05%
6.	On completion of the Sanitary fittings, staircases of the said row house	05%

7.	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building	05%
8.	On completion of electrical fittings, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building	10%
9.	At the time of handing over of the possession of the row house to the Allottee on or after receipt of occupancy certificate or completion certificate	05%
	Total	100%

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project) up to the date of handing over the possession of the Apartment.

1(e) In addition to the afore said agreed consideration of the said apartment, the Allottee/s hereby agree/s to pay Goods and Service Tax (GST), Stamp Duty including LBT (if any), Registration Charges, Maintenance Charges for first 24 months from the date of actual possession of the said apartment obtained by the allottee/s and other duties, cesses, charges, levies of whatsoever in nature are levied by the Central/State/Semi-Govt., Corporation and/or any other authority or authorities on the sale of the apartment etc. and/or any of the incidents of this transaction including Tax on transfer of property in goods involved in works contracts, etc. then the Allottee/s shall be liable to pay the same immediately on the demand of the Promoter, to the Promoter before the possession of the apartment/s. The Promoter shall not be liable to pay the same. The Allottee/s shall keep the Promoter indemnified from all such liabilities/taxes/cesses/duties etc. The Allottee/s has/have hereby agreed to execute separate indemnity bond/s for additional liability, before taking possession of the said apartment/s.

1(f) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees

that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

1(g) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @___% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

1(h) Disclosure regarding enclosed balcony:-

The Promoter has disclosed and made the Allottee/s well aware that, as per sanction building plan the balconies are shown in the Said Apartment but for convenient usefulness of the Said Apartment the balconies has to be enclosed and get amalgamated into adjacent room as the case may be and which is permitted under Development Control Rules of the Development Controlling Authority applicable to the Said Project and for that required premium has been paid by the Promoter and such modified amalgamated floor plan of apartment is annexed as "ANNEXURE C-2". The aforesaid changes are made as per the request of the Allottee/s herein and the Allottee/s shall and will not raise any objection, complaint and query as the case may be for such changes and has/have given irrevocable consent with due diligence. If any Variations or modifications which adversely affect the Said Apartment as shown in "Annexure C-2", Promoter shall have prior consent of the Allottee/s herein.

1(i) The above mentioned total aggregate consideration is not a Sq. Ft. deal but a package deal and on the terms and conditions hereinafter appearing including price for proportionate of the common areas & facilities appurtenant to the said apartment, the subject to the encumbrances of the limited areas & facilities but excluding all expenses of stamp duty including LBT (if any) and registration fees, Goods & Service Tax (GST) and/or any other taxes/cesses/assessments of whatsoever in nature called and imposed by the

Central/State Government and Local Bodies etc., which will have to be paid by the Allottee/s to the Promoter or concerned authority separately. The Promoter & the Allottee/s agreed not to question or challenge the said consideration the same having been settled on lump sum basis considering all aspects and other terms of the agreement.

1(j) That any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged/credited by the Promoter, only upon Allottee/s submitting original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site. Provided further that at the time of handing over the possession of the Apartment, if any such Certificate is not produced, the Allottee/s shall pay equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Promoter on the purchaser producing such Certificate within one month of the Possession. Provided further that in case the Allottee/s fails to produce such certificate within the stipulated period of the one month, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.

1(k) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(l) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful

outstanding, if any, in his/her/their name/s as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ____ square meters only and Promoter has planned to utilize Floor Space Index of ____ sq.mtrs. by availing of TDR or FSI available on payment of premiums or FSI as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ____ sq.mtrs. as proposed to be utilized by him/her/them on the project land in the said Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agree/s to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/s committing three defaults of payment of installments, the Promoter shall at his/her/their own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee/s and mail at the e-mail address provided by the Allottee/s, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are mentioned in **Schedule (IV)** hereunder written.

6. The Promoter shall give possession of the Apartment to the Allottee/s on or before **31st December 2018**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his/her/their control and of his/her/their agents by the afore said date, then the Promoter shall be liable on demand to refund to the Allottee/s, the amount/s already received by him/her/them in respect of the Apartment with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

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

7.2 The Allottee/s shall take possession of the Apartment within 15 (fifteen) days of the written notice from the promoter to the Allottee/s intimating that the said Apartments are ready for use and occupancy.

7.3 **Failure of Allottee to take Possession of Apartment:** - Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation

as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7.4 (i) If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his/her/their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

(ii) The Promoter specifically discloses that, the manufacturers of certain appliances, equipments, standard fittings, machineries including generator set for backup for common areas and facilities, electric pump, lifts, security equipments if any, electronic equipments if any, Solar System if any, Firefighting System if any, Garbage Chute if any etc. will be as per the warranty provided by the respective Manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Promoter is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

(iii) The Promoter herein by spending huge amount providing high quality specifications in the Said Apartment and for the buildings which are under construction on the Said Project Land which Promoter herein are constructing, hence Allottee/s / unauthorized persons / any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring etc. and considering this aspect and have the safety measures Allottee/s is/are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Allottee/s nor occupier of the Said Apartment or any person on behalf of them is entitled to chisel, break and damage such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the additional electrical load in the Said Apartment and such act will be amount to be breach of condition of this transaction and the Promoter shall not be responsible for any defects

arises due to above mentioned reason/s. This condition is the essence of contract and Allottee/s herein undertakes to abide the same.

(iv) The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter themselves and shall not mean defects caused by normal wear and tear, negligent use of the said Apartment or the building/s by the Allottee/s, abnormal fluctuations in the temperatures, abnormal heavy rains, damages from natural calamity etc.

(v) Provided further that the Allottee/s shall not carry out alterations of whatsoever nature in the said Apartment or in the fittings therein, in particular. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring / Dado) in the Toilets/Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Promoter, the defect liability shall become void.

(vi) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, such defect shall have to be certified by a Registered Government Engineer and then shall submit a report to state the defects in materials used, in the structure built of the apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement

8. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

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

made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of obtaining occupancy/completion certificate and receiving the entire consideration of the said apartment along with all other dues, taxes such as GST etc. payable under this agreement by the Allottee/s to the Promoter, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company obtaining occupancy certificate and completion certificate and receiving the entire consideration of the said apartment along with all other dues, taxes such as GST etc. payable under this agreement by all the Allottee/s to the Promoter, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottee's share is so determined the Allottee/s shall pay to the

Promoter provisional monthly contribution of Rs. _____/- per month the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the afore said deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

9.4 In the event, the Society or Association or Limited Company or Ultimate Organization is handed over the administration of the property before the sale and disposal of all the apartments / tenements in the building/s all the powers, authorities and right of the apartment to Allottee/s herein shall be always subject to the Promoter's over all right to dispose of unsold apartments and unsold/unallotted parking spaces and all other rights thereon, it is specifically agreed between the parties hereto that for the unsold apartments / tenements / units and unsold/unallotted car parking/s the Promoter herein shall and will not be liable or required to contribute towards the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold apartments nor will be Promoter or the new incoming Allottee/s be liable and required to pay any transfer charges, premium, etc.

10. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) Rs. _____/- for formation and registration of the Society or Apartment Association/Limited Company/Federation/Apex body.
- (ii) Rs. _____/- for deposits of MSEDCL meter and electrical receiving.

11. The Allottee/s shall pay to the Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society or Limited Company or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s as follows :-

- i. The Promoter has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times,

remain to be in compliance with all applicable laws in relation to the project, project land, building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment to the Allottee/s in the manner contemplated in this Agreement;

ix. All the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the project except those disclosed in the title report.

14. The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hands, the apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building

in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to 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 or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

iii. To carry out at his/her/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/s 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to 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 thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the 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 in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which

the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

ix. The Allottee/s 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/s to the Promoter under this Agreement are fully paid up.

x. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Apartment 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 Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Company, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon

the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee/s shall has/have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON SUBJECT APARTMENT

After the Promoter executes this Agreement, he/she/they shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charges shall not effect the right and interest of the Allottee/s who has/have taken or agreed to take such Apartment.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment/building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the parties.

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

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee(s) in project, the same shall be in proportion to the carpet area of the apartment to the total carpet area of all the apartments in the project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Pune after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

26. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of

registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

_____ Name of Allottee/s
_____ (Allottee's Address)

Notified Email ID : _____

M/s. K. N. Associates (Name of Promoter)

Office at 1145, Shivajinagar, Pune 411016 (Promoter Address)

Notified Email ID : _____

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

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration: - The charges towards stamp duty and registration of this agreement shall be borne by the allottee/s.

30. Dispute Resolution: - Any dispute between the parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority (MahaRERA) as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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

32. INVESTOR CLAUSE:- As per the Maharashtra Stamp Act 1958 Schedule-I, Article 5 (g-a) (ii), if the Allottee transfers /assigns the rights under this agreement to any subsequent Allottee within a period of 1 year, the Allottee is entitle to get adjusted the stamp duty payable on such transfer/assignment and further as per Maharashtra Stamp Act 1958 Schedule-I, Article 25, Explanation -1. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the Society in which the Allottee will be the member in respect of the said Apartment.

33. DETAILS OF SCHEDULE AND ANNEXURES TO THIS AGREEMENT
DETAILS OF SCHEDULES

SCHEDULE	PARTICULARS
Schedule (I)	Description of Project Land
Schedule (II)	Common Areas and Facilities to the project
Schedule (III)	Description of Apartment and Parking
Schedule (IV)	Specifications and Amenities to be provided to the said Apartment to be purchased by the Allottee/s as approved by the concerned local authority.

DETAILS OF ANNEXURES

ANNEXURE	PARTICULARS
Annexure – A	Title Report
Annexure - B	Authenticated copies of extract Village Forms VI or VII and XII/Property Card showing nature of the title of the Owner/Promoter to the project land
Annexure – C-1	Authenticated copies of the building plans as approved by the concerned Local Authority
Annexure – C-2	Authenticated copy of floor plan of the said apartment
Annexure – D	Copies of Commencement Certificates issued by PMC from time to time

Annexure – E	Copy of NA Order issued by Collector Pune
Annexure-F	Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Pune in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE (I) ABOVE REFERRED TO
(Description of the said property and/or project land and all other details)

SCHEDULE 'A'

All that piece and parcel of land bearing **Plot No. 1 admeasuring area 605.72 sq. mtrs. i. e. 6520 sq. ft.** out of **Survey No. 46/1/1** totally admeasuring 00 Hectare 20 Ares assessed at Rs. 00.60 paise lying and situated in **Village Baner, Pune**, within the limits of Pune Municipal Corporation and in Sub-registration District, Taluka Haveli, Dist. Pune and bounded as follows:

-

On or towards the East : Plot No. 2 out of Survey No. 46/1/1,
On or towards the South : Survey No. 46/2/1,
On or towards the West : Road,
On or towards the North : Survey No. 46.

SCHEDULE 'B'

Property bearing **Plot No. 2 admeasuring area 5000 sq. ft.** out of **Survey No. 46/1/1** totally admeasuring 00 Hectare 20 Ares assessed at Rs. 0.6 Paise, lying and situated in **Village Baner, Taluka Haveli, District Pune**, within the limits of Pune Municipal Corporation and in Sub-registration District, Taluka Haveli, Dist. Pune and bounded as follows: -

On or towards the East : Private Plot No. 3,
On or towards the South : By Road from and out of the entire private layout,
On or towards the West : Private Plot No. 1
On or towards the North : Boundary of Survey No. 46/1/1,

SCHEDULE 'C'

Property bearing **Plot No. 1** admeasuring area **3300 sq. ft.** out of **Survey No. 46/2/1** totally admeasuring 00 Hectare 73 Ares assessed at Rs. 02.25 Paise, lying and situated in **Village Baner, Taluka Haveli, District Pune**, within the limits of Pune Municipal Corporation and in Sub-registration District, Taluka Haveli, Dist. Pune and bounded as follows: -

On or towards the East	:	Survey No. 46/2/1 Private Plot No. 3,
On or towards the South	:	Survey No. 46/2/1 Private Plot No. 2,
On or towards the West	:	Internal Road,
On or towards the North	:	Survey No. 46/2/1,

SCHEDULE 'D'

Property bearing **Plot No. 2** admeasuring area **2750 sq. ft.** out of **Survey No. 46/2/1** totally admeasuring 00 Hectare 73 Ares assessed at Rs. 02.25 Paise, lying and situated in **Village Baner, Taluka Haveli, District Pune**, within the limits of Pune Municipal Corporation and in Sub-registration District, Taluka Haveli, Dist. Pune and bounded as follows: -

On or towards the East	:	Private Plot No. 4,
On or towards the South	:	Border of Survey No. 46/3/1,
On or towards the West	:	10 mtrs. common road from & out of Survey No. 46/2/1,
On or towards the North	:	Private Plot No. 1 & road.

Together with all rights of way, ingress, egress, easement and alongwith all appurtenances lying thereon and appurtenant thereto.

SCHEDULE (II)

(Here set out the nature, extent and description of common areas and facilities to the project)

1. The land described in the Schedule A, B & C above (subject to the right of exclusive uses that will be allotted to various units).
2. The footings, RCC structures and main walls of the buildings.
3. Common drainage, water and electrical lines.

SCHEDULE (III)

(Description of the Apartment and parking, if applicable)

1. Apartment/Row House No. :
2. Floor :
3. Building known as "INSIGNIA" Project,
4. Carpet Area about ____ sq.mtrs.
5. Adjacent Open/Enclosed Balcony Area about ____ sq.mtrs. for exclusive use of the said apartment.
6. Adjacent Terrace Area about ____ sq.mtrs. for exclusive use of the said apartment.
7. Adjacent Dry Balcony Area ____ Sq.Mtrs.
8. Exclusive right to use One Car Parking Space on Parking/ground, which will be allotted at the time of delivery of possession of the said apartment.

SCHEDULE (IV)

(Specifications and amenities for the Apartment)

Structure	RCC Framed structure.
Masonry	External wall 6" thick Internal wall 6"/4" thick.
Plaster	Gypsum mounting for internal wall. Sand faced cement plaster for external walls Gypsum false ceiling in Living and Dining area.
Flooring	AGL or equivalent 1200x800 mm vitrified tile flooring for all rooms and kitchen Wooden flooring tiles for Master Bedroom, AGL Antiskid ceramic tile flooring for toilet and terraces Designer tile dado up to 7' height in toilet.
Kitchen	10 feet Black granite top platform with modular kitchen hardware by Grass and Hobb and Chimney by Kaff

	R/O Water Purifier Gas leak Detector in Kitchen Designer glazed tile dado upto lintel level above the kitchen platform SS sink Nirali make or equivalent Utility space in dry terrace with washing machine provision.
Windows	3 Track UPVC sliding windows with mosquito net and MS Grill
Doors	Entrance ply wood frame with laminated flush doors ‘Yale’ or equivalent locking system for main door Bedroom ply wood frame with laminated flush doors Toilets black granite door frame with fiber shutter/laminated flush doors.
Terrace	SS Railing with Toughned Glass parapet for staircase and railing for same level terrace.
Electrical	Concealed electrical wiring with Schneider or equivalent make switches/sockets in all rooms AC point provision in living room and all bedrooms Power point in toilets and kitchen 2 5Amp points in parking area TV points in living, kitchen, media room and all bedrooms Inverter for one light point in all rooms, toilets, parking, garden and one fan point in each room Video door phone.
Plumbing/Toilets	Concealed plumbing with standard fittings of Kludi and white sanitary ware in Duravit make. Wall hung commode in all Bathrooms Counter top Basin in all Bathrooms Solar water connection in all Bathrooms False ceiling with LED lights in all toilets Glass shower partition in Master Bedroom toilet Individual over head and underground with cumulative water storage of 7000 ltr Designer tiles upto lintel level, AGL Pressure pump for Master Toilet.

Painting	Luster paint for internal walls and Plastic Paint for the Ceilings; Asian Paints VOC free Apex for external walls; Asian Paints
Special Features	Landscaping in Front and Back yard, and same level and overhead terraces 3 Security IR Cameras with recording facility Entrance gate with compound wall at front and back Remote operated front entrance gate Acoustically treated complete media room arrangement at terrace level

**SIGNED SEALED AND DELIVERED By the within named
“Promoter”:-**

M/S K. N. ASSOCIATES through its authorized Partners

MR. TEJAS VILAS KARANDIKAR

LEFT HAND THUMB IMPRESSION	SIGN	PHOTO
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(OWNER/PROMOTER)

SIGNED SEALED AND DELIVERED By the within named “**Allottee/s**”

MR. _____

LEFT HAND THUMB IMPRESSION	SIGN	PHOTO
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MR. _____

LEFT HAND THUMB IMPRESSION	SIGN	PHOTO
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ALLOTTEE/S

In the presence of the Witnesses:

1. Name-
Address-
Signature-

2. Name-
Address-
Signature-

ANNEXURE (A)

Title Report

This is to certify that I have investigated the title to the property which is more particularly described in the Schedule hereunder written and have perused title deeds and certify that in my opinion the title of M/s K. N. Associates the Owner/Promoter is good, clear and marketable and free from encumbrances, charges and/or claims and on the strength of Sale Deeds dated 06/09/2012, 22/11/2012 and 07/06/2011 bearing Reg. Nos. 8409/2012, 10999/2012 and 5035/2011 respectively, and Deed of Exchange dated 31/12/2013 bearing Reg. No. 3194/2014 M/s. K. N. Associates is entitled to construct/develop/sale the same, subject to the Promoter/Owners adhering to the provisions of RERA Act.

SCHEDULE ABOVE REFERRED TO

(Description of property)

All that pieces and parcels of the properties bearing Survey Nos. 46/1/1 and 46/2/1 out of which area admeasuring 1625.71 sq. mtrs. or thereabout situated at Village Baner, Taluka Haveli, District Pune, within the local limits of Pune Municipal Corporation and also within the jurisdiction of Sub-Registrar, Haveli.

Dated

Pune.

Sd/-

Advocate.

ANNEXURE (B)

(Authenticated copies of extract Village Forms VI or VII and XII/Property Card showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land)

ANNEXURE (C-1)

(Authenticated copies of the plans of the Building Layout as proposed by the Promoter and according to which the construction of the building and open space are proposed to be provided for on the said project)

ANNEXURE (C-2)

(Authenticated copy of floor plan of the apartment)

ANNEXURE (D)

(Authenticated Copies of Commencement Certificate/s issued by the local authority)

ANNEXURE (E)

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee/s above named the sum of Rupees _____ on execution of this agreement towards Earnest Money Deposit or application fee.

I say received.

The Promoter/s.