

AGREEMENT

This Articles of Agreement is made and executed at Pune on this ____ day of _____, in the year of 2017.

// BETWEEN //

M/s. KRISHNA DEVELOPERS,
A registered partnership firm,
Having its office at: S. No. 284, Porwal Road,
Lohegaon, Pune – 411047.
(Pan: AAKFK6240N)
E-mail ID: krishhnadevelopers@gmail.com
Through its Partner,
MR. NAVIN RAJENDRA AGARWAL,
Age about: 34 years, Occupation Business.

Hereinafter referred to as the 'PROMOTER', (which expression shall unless it be repugnant to the context or meaning thereof mean and include its present and future members, their legal heirs, their successors, survivors, legal representatives, administrators, executors and assigns) OF THE FIRST PART;

AND

1. **MR.** _____,
Age about: ____ **years, Occupation:** _____,
(PAN NO. _____**)**
AADHAR No. _____
Email ID: _____
2. **MRS.** _____,
Age about: ____ **years, Occupation:** _____,
(PAN NO. _____**)**
AADHAR No. _____
Email ID: _____

Both are Residing at: _____
_____.

Hereinafter jointly referred to as the "ALLOTTEE", (which expression shall unless repugnant to the context or meaning thereof shall mean and include his / her / their heirs, administrators, executors, representatives and assigns) OF THE SECOND PART

WHEREAS the Promoter propose to evolve a scheme of residential flats / shops / commercial units on the land more particularly described in the Schedule – I given hereunder.

HISTORY OF THE LANDS:

I

AND WHEREAS the land bearing Sr. No. 284 Hissa No. 4 admeasuring area about 00 H. 50 R was owned by Shri. Bhagwanta Devram Moze and the above said owner with his legal heirs i.e. 1) Shri. Bhagwanta Devram Moze 2) Ratan Gulab Nimbalkar 3) Balasaheb Bhagwanta Moze 4) Navnath Bhagwanta Moze 5) Sahebrao Bhagwanta Moze transferred the said property in favor of Sou. Shakuntala Dnyanoba Khandve by registered Sale Deed which is duly registered in the office of Sub Registrar Haveli No. 8 with Sr. No. 4296/1999 on dt. 8/10/1999 and by virtue of said Sale Deed Sou. Shakuntala Dnyanoba Khandve became absolute owner of the said property i.e. admeasuring area about 00 H. 50 R. and her name was mutated on 7/12 extract of the said property as an owner with mutation entry No. 20281

AND WHEREAS the above said owner i.e. Sou. Shakuntala Dnyanoba Khandve transferred the 00 H. 12 R out of area 00 H. 50 R in favour of her son i.e. Shri Balkrishna Dnyanoba Khandve by registered gift deed which is duly registered in the office of Sub Registrar Haveli No. 8 Pune with Sr.No. 4048/2008 on dt. 8/5/2008 and by virtue of Gift Deed Shri Balkrishna Dnyanoba Khandve became absolute owner of the said property i.e. admeasuring area about 00 H. 12 R. and his name is mutated on 7/12 extract with mutation entry No. 26129 and Sou. Shakuntala Dnyanoba Khandve remained to be the owner of 38 R out of the said land.

AND WHEREAS the said owner i.e. Sou. Shakuntala Dnyanoba Khandve with the consent of Shri. BalKrishna Dnyanoba Khandve transferred the 00 H. 25 R out of area 00 H. 38 R. in favour of present owner i.e. M/s. Krishna Developers by registered Sale Deed which is duly registered in the office of Sub Registrar Haveli No. 8 Pune at Sr. No. 9373/2010 on dt. 16/9/2010 and the above said owner also executed Power of Attorney in favour of M/s. Krishna Developers which is duly registered in the office of Sub Registrar Haveli No. 8 Pune at Sr. No. 9374/2010 on dt. 16/9/2010 and by virtue of Sale Deed/Kharedikhat above said owner i.e. M/s. Krishna Developers became absolute owners of the said property i.e. 00 H. 25 R.

AND WHEREAS Sou. Shakuntala Dnyanoba Khandve transferred remaining 00 H. 13 R and Shri. BalKrishna Dnyanoba Khandve transferred his 00 H. 12 R total area 00 H. 25 R transferred in favor of M/s. Krishna Developers by Sale Deed which is duly registered in the office of Sub registrar Haveli No. 8 Pune at Sr. No. 5125/2012 on dt. 11/5/2012 and by virtue of above said Sale Deed M/s. Krishna Developers became absolute owner of the said property admeasuring 50 R and the said M/s Krishna Developers is in actual possession of the said property.

II

AND WHEREAS the above said land of S.No. 284 Hissa No. 5/3 admeasuring 70 R was owned by Baban Ananda Nimbalkar and others. The

said property was partitioned and the above said property came to share of Kashinath Bala Moze and his name was mutated on 7/12 extract with mutation entry No. 5002.

AND WHEREAS Kashinath Bala Moze expired and names of his legal heirs were mutated on 7/12 extract with mutation entry No. 14980. Thus the said legal heirs namely Smt. Kamal Kashinath Moze, Shri. Anil Kashinath Moze Shri. Yashwant Kashinath Moze Sou. Bharati Maruti Bahirat, Sou. Sangita Ankush Gund, Late. Chaya Kashinath Moze became true and absolute owners of the said land.

AND WHEREAS the above said property S.No. 284, Hissa No.5/3 adm. area about 00 H. 70 R. was partitioned amongst the said owners by a Deed of Partition dt. 24/7/1991 registered in the office of Sub Registrar Haveli No. 2 with Sr. No. 11690/1991 on dt. 24/7/1991. By virtue of said Partition Deed Bajabai Bala Moze got the share admeasuring area 00 H. 17.5 R and her name was mutated on 7/12 extract with mutation entry No. 14912.

AND WHEREAS the above said owner i.e. Bajabai Bala Moze transferred the said property in favor of Sou. Kiran Jivandas Adalakha, Shri Amit Jivandas Adalakha by registered Sale Deed which is duly registered in the office of Sub Registrar Haveli No. 8 with Sr. No. 2284/1994 on dt. 28/6/1994 and by virtue of said Sale Deed Sou. Kiran Jivandas Adalakha, Shri. Amit Jivandas Adalakha became absolute owners of the said property i.e. adm. area about 00 H. 17.50 R. and their names were duly mutated on 7/12 extract as owners with mutation entry No. 19157.

AND WHEREAS the said owners i.e. Sou. Kiran Jivandas Adalakha, Shri Amit Jivandas Adalakha entrusted development rights of the said property in favor of M/s. Unique Vandan Developers and development agreement was executed by Sou. Kiran Jivandas Adalakha & Shri. Amit Jivandas Adalakha in favor of M/s. Unique Vandan Developers and same has been registered in the office of Sub Registrar Haveli No. 8 Pune on dated 10/07/2006 with Sr. No. 5493/2006 and also executed Power of Attorney in favor of M/s. Unique Vandan Developers registered in the office of Sub Registrar Haveli No. 8 Pune on dated 10/07/2006 with Sr. No. 5494/2006 and by virtue of above said Development Agreement and Power of Attorney M/s. Unique Vandan Developers acquired development rights in respect of the said property.

AND WHEREAS Sou. Kiran Jivandas Adalakha & Shri. Amit Jivandas Adalakha through their Power of Attorney Holder M/s. Unique Vandan Developers transferred the above said property admeasuring 17.5 R in favor of M/s. Krishna Developers by Registered Sale Deed which is duly registered in the office of Sub Registrar Haveli No. 8 Pune on dated 30/12/2011 with Sr. No. 13576/2011 and by virtue of above said Sale Deed M/s. Krishna Developers became absolute owners of the said property and the name of M/s. Krishna Developers was entered on 7/12 extract with mutation entry No. 37366 and the said M/s. Krishna Developers is in actual possession of the said property.

AND WHEREAS the legal heirs of late Chaya Kashinath Moze i.e. Smt. Kamal Kashinath Moze, Shri Anil Kashinath Moze, Shri Yashwant

Kashinath Moze, Sou. Bharati Maruti Bahirat, Sou. Sangita Ankush Gund, with the consent of Sou. Maya Anil Moze, Ku. Prajakta Anil Moze, Ku. Pratiksha Anil Moze, Sou. Suvarna Yashwant Moze, Ku. Ankita Yashwant Moze, Kumar Atarv Yashwant Moze transferred land admeasuring 17.5 R out of the Survey No. 284/5/3 in favour of Shri. Hemant Shantilal Jain & Shri. Kumarpal Ratanchand Sanghvi by Sale Deed which is duly registered in the office of Sub Registrar Haveli No. 8 Pune with Sr. No. 3921/2008 on dt.3/5/2008 and by virtue of Sale Deed above said owner i.e. Shri. Hemant Shantilal Jain & Shri. Kumarpal Ratanchand Sanghvi became absolute owners of the said property i.e. 00 H. 17.5 R. and their names were mutated on 7/12 extract as owners with mutation entry No. 26550.

AND WHEREAS Shri. Hemant Shantilal Jain & Shri. Kumarpal Ratanchand Sanghvi transferred the above said property admeasuring 17.5 R in favor of M/s. Krishna Developers by Sale Deed which is duly registered in the office of Sub Registrar Haveli No. 8 Pune on dated 10/1/2012 with Sr. No. 13577/2011 and by virtue of above said Sale Deed M/s. Krishna Developers became absolute owner of the said property and the name of M/s. Krishna Developers entered on 7/12 extract with mutation entry No. 37365 and the said M/s. Krishna Developers is in actual possession of the said property.

AND WHEREAS the owners of 17.5 R namely Smt. Chandrabhaga Jaiwant Moze, Shri. Ashok Jaiwant Moze, Shri. Appa Jaiwant Moze, Shri. Sanjay Jaiwant Moze transferred the said property in favor of Shri. Shantaram Dattatray Bhosale by Sale Deed which is duly registered in the office of Sub Registrar Haveli No. 8 with Sr.No. 2769/1999 on dt.1/7/1999 and by virtue of said Sale Deed Shri. Shantaram Dattatray Bhosale became absolute owner of the said property i.e. adm. area about 00 H. 17.50 R. and his name was mutated on 7/12 extract as an owner with mutation entry No. 20381.

AND WHEREAS the said owner i.e. Shri. Shantaram Dattatray Bhosale with the consent of his legal heirs entrusted development rights in respect of the said property in favor of M/s. Krishna Developers by development agreement and same has been registered in the office of Sub Registrar Haveli No. 5 Pune on dated 23/09/2010 with Sr. No. 9542/2010 and also executed Power of Attorney in favor of M/s. Krishna Developers and the said Power of Attorney registered in the office of Sub Registrar Haveli No. 5 Pune on dated 23/09/2010 with Sr. No. 9543/2010 and by virtue of above said Agreement and Power of Attorney M/s. Krishna Developers became absolute developer of the said property.

AND WHEREAS thereafter the said owner Shantaram Dattatray Bhosale with the consent of his legal heirs transferred the area 00 H. 17.5 R, out of S. No. 284, Hissa No. 5/3 in favor of M/s. Krishna Developers by Sale Deed which is duly registered in the office of Sub registrar Haveli No. 17 Pune at Sr. No. 2830/2016 on dt. 29/03/2016 and by virtue of above said Sale Deed M/s. Krishna Developers became absolute owner of the said property and the name of M/s. Krishna Developers entered on 7/12 extract with mutation entry No.42827 and said M/s Krishna Developers is in actual possession of the said property.

AND WHEREAS as aforesaid the Promoter has acquired 52.5 R land out of said Survey No. 284/5/3 for the purpose of development.

III

AND WHEREAS the land S.No. 284, Hissa No. 5/4 admeasuring 70 R belonged to Mr. Vinayak Narayan Moze. After his death names of his legal heirs i.e. son Mr. Kisan Vinayak Moze & daughter Subhadrabai Bhagwan Saste have been entered on 7/12 extract with mutation entry No. 5052.

AND WHEREAS the said owners Mr. Kisan Vinayak Moze & Subhadra Saste have transferred the said property admeasuring 70 R to Mr. Nivrutti Baban Moze on 19/06/1974 and Mr. Nivrutti Baban Moze became absolute owner of the said property and his name was entered on 7/12 extract with mutation entry No. 8077.

AND WHEREAS Mr. Nivrutti Baban Moze and his family members made the Partition Deed on 30/01/2000 and the said Partition Deed is duly registered in the office of Sub-Registrar Haveli, Pune vide Sr.No. 7446/2000 and as per the said partition deed Sr.No. 284/5/4, area admeasuring about 00 Hector 70 Are is given to Mr. Namdeo Moze & Ajay Namdeo Moze. Thus Mr. Namdeo Moze & Ajay Namdeo Moze became absolute owner of the said property admeasuring 70 R vide mutation Entry No. 21696.

AND WHEREAS the said owners with their dependants transferred the area 00 H. 70 R, asses at Rs. 00 Paise 62 out of S.No. 284, Hissa No. 5/4 in favor of M/s. Krishna Developers by Sale Deed which is duly registered in the office of Sub registrar Haveli No. 8 Pune with Sr. No. 2213/2012 on dt. 28/2/2012 and by virtue of above said Sale Deed M/s. Krishna Developers became absolute owner of the said property and the name of said M/s. Krishna Developers was entered on 7/12 extract with mutation entry No. 37775 and said M/s Krishna Developers is in actual possession of the said property.

IV

AND WHEREAS the land bearing Sr.No.284 Hissa No. 6 admeasuring 103 R was owned by Mr. Vishnu Mahadu Moze.

AND WHEREAS Mr. Vishnu Mahadu Moze and his family members made Partition Deed dated 01/07/1949. By virtue of the said Partition Deed the said land admeasuring 103 R was given to his son's 1) Mr. Baban Vishnu Moze & 2) Mr. Dnyanoba Vishnu Moze and their names have been entered on 7/12 extract by mutation entry No. 3558.

AND WHEREAS the said property has been further partitioned between Mr. Baban Vishnu Moze & Mr. Dnyanoba Vishnu Moze and thereby Mr. Dnyanoba Vishnu Moze became absolute owner of the said entire land admeasuring 103 R vide mutation entry No. 5025.

AND WHEREAS Mr. Dnyanoba Vishnu Moze has transferred the said property to Mr. Namdeo Baban Moze by executing registered Sale Deed on 29/12/1986 and Mr. Namdeo Baban Moze became absolute owner of the said property vide mutation entry No. 11297.

AND WHEREAS Namdeo Baban Moze with the consent of his dependants transferred the land bearing Survey No. 284, Hissa No. 6 admeasuring area 01 H. 03 R, asses at Rs. 01 Paise 87 (Including Pot Kharaba 00 H. 21 R) in favor of M/s. Krishna Developers by Sale Deed which is duly registered in the office of Sub registrar Haveli No. 8, Pune with Sr. No. 2215/2012 on dt. 28/2/2012 and by virtue of above said Sale Deed M/s. Krishna Developers became absolute owner of the said property and the name of M/s. Krishna Developers was entered on 7/12 extract with mutation entry No. 37774 and said M/s Krishna Developers is in actual possession of the said property.

AND WHEREAS in the circumstances the Promoter herein are the owners of:

1. Land admeasuring 00 H. 50 Ares out of the land bearing Sr. no. 284/4, Lohegaon, Taluka Haveli, District Pune totally admeasuring 3 H. 75 Ares
2. Land bearing S. no. 284/5/4, Lohegaon, Taluka Haveli, District Pune admeasuring 00 H. 70 Ares
3. Land admeasuring 00 H. 52.5 R out of the land bearing S. no. 284/5/3, Lohegaon, Taluka Haveli, District Pune admeasuring 00 H. 70 Ares
4. Land bearing S. no. 284/6, Lohegaon, Taluka Haveli, District Pune admeasuring 1 H. 03 Ares

and entitled to develop the said entire land admeasuring 02 H. 75.5 R hereinafter collectively referred to as the 'SAID LANDS / PROJECT LANDS' and more particularly described in the Schedule 'T' hereunder.

AND WHEREAS the Promoter herein has obtained Non Agriculture Permission and sanctioned Building Plan from the office of Collector, (Revenue Branch) Pune by its order No. PMH/NA/SR/698/12 Pune, dated 19/06/2013 and also obtained revised Non Agriculture Permission and revised Building Plan from the office of Collector, (Revenue Branch) Pune by its order No. PMH/NA/SR/987/2014 Pune, dated 12/02/2015 and further obtained revised sanction from Pune Metropolitan Regional Development Authority, Pune by its order No. BHA/3414 dated 15/02/2016 for property Village – Lohegaon, S.No. 284/4, 284/5/3, 284/5/4, 284/6 subject to the conditions mentioned thereon;

AND WHEREAS the said sanctioned layout consist of area under five buildings, internal roads, amenity space, open space, sewage treatment plant, transformer room, gas bank, underground water tanks and the area under proposed 30 meter road under regional plan.

AND WHEREAS the Promoter has proposed to construct five buildings and commercial in three phases on the project land. Out of the same the Promoter has constructed three multi storied buildings and commercial namely 'A,B,C' in the 1st phase and obtained Completion Certificate bearing No. DP/BHA/HAV/Branch 1/Mouje Lohegaon/Sr.No. 284/4(part) and others/Pra.Kra. 3414/2.16 dated – 04/10/2016 in respect of said three

buildings consisting of 198 residential units and 38 commercial shops constructed thereon. Thus the construction of buildings included in Phase – I of the said project has been completed successfully. The Promoter proposes to construct one building namely 'D' having eleven floors consisting of 164 flats in Phase II. The Promoter propose to construct such other buildings in Phase III by utilizing the basic FSI and by securing additional FSI in respect of internal roads, amenity space etc. as per rules of the competent authority.

AND WHEREAS The Promoter has provided separate sewage treatment plant, gas bank, underground water tanks, open space, common amenities for phase I and there will be sewage treatment plant, gas bank, underground water tanks, open space, common amenities for Phase II and Phase III together. The Promoter proposes to develop sewage treatment plant, gas bank, underground water tanks, open space and common amenities at the time of causing construction in Phase II. The Promoter has developed separate water line and drainage lines for Phase I and that is in operation, whereas the Promoter would develop separate water line and drainage line for Phase II and Phase III at the time of construction of Phase II.

AND WHEREAS based on the above said documents, the Promoter is entitled to implement the Scheme of Construction on the said properties and to deal with the said properties (including construction thereon), accept the consideration and to execute and to get registered the requisite documents in favour of the intending allottee/s, etc., and all the above said documents, including link document/s such as approvals, permissions, plans, orders, etc., whatsoever mentioned on this Agreement for Sale, are still in force and treated as part and parcel of this document;

AND WHEREAS the Promoter has appointed Mr. Sandeep Hardikar, SANDEEP HARDIKAR & ASSOCIATES as project Architect and has accepted the professional supervision of the said Architect till the completion of the said building(s)/Project. The Promoter has reserve the rights to change such Architect during construction of the said project.

AND WHEREAS the Promoter has appointed a Structural Engineer Mr. Subhash Tayal for the preparation of the structural design and drawings of the buildings and the Promoter accept the professional supervision of the said Architect and the Structural Engineer till the completion of the said building(s)/Project. The Promoter has reserve the rights to change such Structural Engineer during construction of the said project.

AND WHEREAS the Promoter has appointed K.L. Bansal & Associates as their Chartered Accountant for the said project. The Promoter has reserve the rights to change such Structural Engineer during construction of the said project.

AND WHEREAS the Promoter herein has sole and exclusive right to sell the Flat/Apartment/Shop in the said wings/buildings to be constructed by the Promoter in the project lands and to enter into Agreement(s) with the

allottee(s) of the Apartment(s) and to receive the sale consideration in respect thereof.

AND WHEREAS the Allottee/s applied to the Promoter for allotment of a residential flat bearing No. _____ on the _____ floor (hereinafter for the sake of brevity and convenience referred to as the “said Apartment”) in the building known and styled as wing/building no. “_____” out of Phase II of the said project “AEROPOLIS” (hereinafter for the said of convenience and brevity referred to as the “said Building/Project”).

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 lands, NA Order, Commencement Certificates and the plans, designs and specifications prepared by the Promoter's Architect..

AND WHEREAS the copy of Report/Certificate of Title issued by the Advocate Arun Gaikwad of the Promoter, authenticated copies of 7/12 extract showing the nature of the title of the Promoter to the project lands on which the Apartment(s) is/are being constructed have been annexed hereto and marked as Annexure 'C' and 'D', respectively.

AND WHEREAS the copy of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure 'E'.

AND WHEREAS the copy of the plans and specifications of the Apartment agreed to be purchased by the Allottee(s) as sanctioned and approved by the local authority have been annexed and marked as Annexure 'B'.

AND WHEREAS the Promoter has obtained approvals from the concerned local authority(s) for causing construction of the said flat. The Promoter shall obtain all the permissions / approvals required for securing completion / occupancy certificate in respect of the said flat.

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 lands 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 Promoter has accordingly commenced construction of the said building/s in accordance with the plans approved by the concerned Local Authority.

AND WHEREAS the carpet area i.e. the net usable floor area of the said Apartment is _____ sq. meters (_____ sq. feet) excluding balconies admeasuring _____ sq. meters (_____ sq. feet) and adjacent terrace of _____ sq. meters (_____ sq. feet).

AND WHEREAS relying on the confirmations, representations and assurances of the Allottee/s to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws the Promoter have agreed to allot the said flat / shop / apartment to the Allottee/s and enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS prior to/at the time of 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 both 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 under section 13 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter for the sake of brevity and convenience referred to as the "said Act") the Promoter is required to execute a written Agreement for Sale in respect of the 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 agree to sell and the Allottee(s) hereby agree to purchase/acquire the said Apartment.

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

1. The Promoter shall construct the said building/s consisting of Ground and 11 upper floors on the project lands in accordance with the plans, designs and specifications as approved and which may be revised 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) The Allottee(s) hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee(s), Apartment / Flat / bearing No. _____ of the carpet area i.e. the net usable floor area of the said Apartment is _____ sq. meters (_____ sq. feet) excluding balconies admeasuring _____ sq. meters (____ sq. feet) and adjacent terrace of _____ sq. meters (_____ sq. feet). on _____ floor in the building ____/wing (hereinafter for the sake of brevity and convenience referred to as "the Apartment") of _____ Phase as shown in the Floor plan thereof hereto annexed and marked as Annexure 'B'

for the total / lump consideration of Rs. _____/- (Rupees _____ only) which includes 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 Annexure 'A' annexed herewith.

- 1(b) The Allottee(s) has / have agreed to pay the total amount of consideration of the said Apartment as per the particulars mentioned hereunder :-

- 10% Advance Payment / Application Fee,
- 10% After execution of this Agreement,
- 10% On completion of the Plinth of the building in which the said Apartment is located.
- 10% On completion of first slab of the building in which the said Apartment is located.
- 10% On completion of third slab of the building in which the said Apartment is located.
- 10% on completion of fifth slab of the building in which the said Apartment is located.
- 10% on completion of seventh slab of the building in which the said Apartment is located.
- 10% on completion of Eleventh slab of the building in which the said Apartment is located.
- 05% on completion of the brick work of the said Apartment.
- 05% on completion of tiling work of the said Apartment.
- 05% on completion of plumbing work of the said Apartment.
- 05% at the time of handing over possession of the said Apartment to the Allottee(s).

- 1(c) Out of the total consideration mentioned above, the Allottee/s has / have paid a sum of Rs _____/- (Rupees _____ only) as advance payment or application fee.

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or Value Added Tax, Service Tax and Cess or any other 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 said Apartment. The Allottee/s shall separately pay the amount of taxes as demanded by the Promoter in addition to the consideration mentioned above. The said amount of taxes be paid to the Promoter by the Allottee/s within 7 days from the demand raised by the Promoter. It is made clear that the Allottee/s shall not be entitled to claim refund of any amount of taxes paid by him to the Promoter. It is also made clear that the rate of tax may vary as per government policy. Therefore the tax may vary from stage to stage or person to person or the consideration or the

type of unit. Non payment thereof shall amount to willful default caused by the Allottee/s as contemplated under this Agreement.

It is also agreed that the total Consideration of the said flat / apartment has been finalized by and between the parties hereto by considering all the aspects and giving all the benefits, inputs etc., arising out of the Tax Credit facility of the Goods and Sales Tax Act. Hence the consideration of the said flat / apartment has been fixed on lump-sum basis and the Allottee/s shall not claim any benefit etc., from the Tax Credit facility in future from the Promoter and/or its nominee/s.

- 1(e) The Total Price is escalation-free, save and except escalations / increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(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. It is specifically agreed that if the Promoter decides to insure the said project relating the proposed development done or to be done or relating to the title of the project land, then the Allottee/s shall pay the proportionate share of the premium within 7 days from the demand made by the Promoter in this behalf and non payment thereof shall amount to willful default caused by the Allottee/s as contemplated under this Agreement.
- 1(f) 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. However it is made clear that the consideration of the flat / shop / apartment has been fixed in lump sum and the same is not arrived at calculating its area, hence neither Promoter nor Allottee/s shall be entitled to make any demand from the other side. It is also made clear that the Promoter does not provide skirting in the said apartment. However, upon request of the Allottee(s), the Promoter has agreed to provide skirting in the said apartment resulting in reduction of carpet area. It is specifically agreed the Promoter has considered the request of the Allottee/s hence such reduction shall not be considered as a reduction in the carpet area and the Promoter shall not be liable or responsible for the same.
- 1(g) The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made/agreed to be made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the Promoters may in their sole discretion deem fit and the Allottee(s) undertake not to object / demand / direct the Promoter to adjust his / her / their payments in any manner.

- 1(h) The Allottee shall not directly or indirectly cause obstruction to the development of the said project as desired by the Promoter for any reason whatsoever. This term and the terms of payment of all sums due and agreed to be made as mentioned in this agreement shall be essence of the agreement.
- 2.1 The Promoter and the Allottee/s hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the 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 said Apartment to the Allottee(s) and the common areas to the association of the Allottee(s) 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(b) herein above ("Payment Plan").

It is made clear that the chronology of the work may change as per convenience and in such case the Allottee/s cannot refuse to pay the installment which he is supposed to pay after completion of the said work. In case the Allottee/s fail/s to pay any such installment in time, the same shall be considered as failure to pay in time. The Allottee(s) agree to pay to the Promoter, interest as specified in the Rule i.e. State Bank of India's highest Marginal Cost of Lending Rate (MCLR) + 2% and in case it is not in use then it would be replaced by such bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public, 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. If the Promoter fails to abide by the time schedule for completing the project and handing over the said 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. It is made clear that the declaration by the consultant of the promoter about the stage or the quality of construction shall be binding on the allottee/s and the allottee/s can not dispute the same.

3. The Promoter hereby declare that the Floor Space Index available as on date in respect of the project land is 25061.14 square meters only and Promoter has planned to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project till the conveyance of the project is executed in favor of the Association of the Allottees (Society etc.). The Promoter has disclosed the Floor Space Index proposed to be utilized by him in phases on the project land in the said Project and Allottee(s) 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 the remaining unutilized FSI shall belong to the Promoter only and the Promoter shall be entitled to make use of the same on any other project or otherwise.

Allottee(s) have agreed to purchase the said Apartment on the understanding that the declared proposed FSI shall belong to Promoter only and in case for any reason whatsoever the FSI is increased and the same could not be consumed on the said project the Promoter shall be entitled to make use of the same on any other project or otherwise.

4. Without prejudice to the right of Promoter to charge interest in terms of clause 3 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/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee(s) committing 3 (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 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 deduction of ten percent amount of the total agreed consideration or the customers own contribution excluding the bank's disbursement towards administration charges, liquidated damages and all other expenses incurred by the Promoter in respect of the said Apartment) 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. In case the customers own contribution is less than the ten percent amount of the total agreed consideration then the Promoter shall be entitled to recover the deficit with interest at the aforesaid rate. It is made clear that while taking into consideration the amount paid by the Allottee/s to the Promoter the amount of contribution towards taxes, stamp duty, registration fees or any other government dues shall be excluded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities, lifts, etc. to be provided by the Promoter in the said building/s and the Apartment as are set out in Annexure 'A' annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee(s) on or before 31st March 2019. If the Promoter fails or neglects to give possession of the Apartment to the Allottee(s) on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee(s) the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 2.2 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. (In such event it shall be deemed that the parties have willfully cancelled and repudiated the said agreement).

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,
- (iii) Any other reason due to force majeure.

It is made clear that the Common Amenities of the entire project including club house, garden etc. shall be developed by the Promoter before completion of the entire project and the Allottee shall not insist otherwise. It is also made clear that the swimming pool would be utilized by all the Allottee/s from all the phases and it shall be treated as a common amenity for all the Allottee/s and the maintenance charges shall be equally shared by all the Allottee/s.

- 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 within 7 days offer in writing the possession of the said Apartment, to the Allottee(s) in terms of this Agreement to be taken within the time specified in the said letter and the Promoter shall give possession of the said

Apartment to the Allottee(s). The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter or association of allottee(s), as the case may be from the date the Promoter has offered the Allottee/s possession of the said flat.

- 7.2 Failure of Allottee(s) to take possession of the said Apartment: Upon receiving a written intimation from the Promoter as per clause 7.1, such Allottee(s) shall continue to be liable to pay maintenance charges as applicable without prejudice to the right of the Promoter to terminate this Agreement for non payment by the Allottee/s. The promoter shall be entitled to receive/ recover the amounts so due from the Allottee/s.
- 7.3 If within a period of one year 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 its/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 subject to a maximum limit of Rs. 10,000/- Provided however that the Allottee shall not carry out or caused to be carry out any alterations of the whatsoever nature in the said Apartment of phase and in specific the structure of the said Unit / Wing / Phase of the said building which shall include but not limit to column, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water, if any, or such work are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect caused on account of willful neglect on the part of the Promoter, and shall not mean defect caused by normal wear and tear and by negligent use of Apartment by the occupants, vagaries of nature etc.

That it shall be the responsibility of the Allottee(s) to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement / epoxy to prevent water seepage.

Further where the manufacture warranty as shown by the Developer to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said building / phase / unit and if the annual maintenance contract are not done / renewed by the Allottee the Promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranty given by the vendors / manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the unit / building / phase includes minor hair line cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not amount to structural defect and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to be surveyed by the Project Architect, who shall submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in the 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 / She / They shall use the parking space only for purpose of keeping or parking own vehicle.
9. The Promoter may form one or more Societies / Associations / Limited Companies of the unit allottee(s) of the said scheme. The Allottee(s) along with other Allottee(s) of Apartments in the building/s 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 organization of Allottee(s). 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 twelve months after receipt of completion certificate of the entire project from the competent authority and after utilizing the entire FSI and TDR which may be permissible to be used on the said project land and subject to the receipt of all sums due

and receivable from all the allottee(s) and subject to the sale of all the units, cause to be transferred to the Society or Association or Limited Company / Federation / Apex Body all the right, title and the interest of the Promoter in the entire or any part of the land with the Building or wing in which the said Apartment is situated.

- 9.2 The Promoter shall be entitled to allot by way of lease or license any portion of the project land to any government / semi-government / local authority / MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V., fire brigade station/s, etc. The Allottee(s) shall not be entitled to raise any objection or grievance about the same.
- 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 lands and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, electricity consumption charges and cost of maintaining electricity fittings relating common areas, parkings etc., repairs and salaries of clerks bill collectors, chowkidars, security, housekeeping and sweepers, maintenance and repairs of drainage line, water line, all other facilities but not restricted to water pumps, lifts, solar panels, generators, fire equipments, Sewage Treatment Plant, Organic Waste Composter, Swimming pool and all types of machineries, equipments provided or available in the said project and all other expenses necessary and incidental to the management and maintenance of the project lands and building/s. There is likely to be low water supply from the local authority and the Allottee shall have to pay for the water charges if Promoter provides water by tanker or any other source. The amount spent by the Promoter for the same shall be a part of monthly maintenance charges. Similarly in case any infrastructure related facility is provided to the Allottee, the Allottee shall pay separately for the same and shall also be liable to pay taxes thereon, if any. Until the Society or Association or Limited Company is formed and the said structure of the building/s or wing/s is / are 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 contribution of Rs. 70,000/- (Rupees Seventy Thousand only) towards the outgoings for the maximum period of two years. The Promoter / Society is entitled to demand the deficit of the contribution from the Allottee/s. 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 the structure of the building or wing is executed in favour of the Society or Association or Limited Company as aforesaid. On such conveyance / assignment being executed for

the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or Association or the Limited Company, as the case may be. It is agreed that in case any tax is payable by law or rule on any other amount payable by virtue of this Agreement shall be borne and paid by the Allottee.

The Allottee(s) also agrees that out of the common amenities provided in the Phase II and Phase III, the swimming pool and a few other amenities shall be shared by the Allottee(s) of Phase I and the Allottee(s) of Phase I shall pay a proportionate share of maintaining such amenities which are being utilized by them.

- 9.4 It shall be the liability and responsibility of the Allottee and their association (Society etc.) to maintain at their own cost all the equipments, machineries, plants, fittings etc. provided by the Promoter. They shall also be liable and responsible to maintain the buildings and structures by periodically painting, filling of cracks etc. at their own cost. The Allottee is aware that all the facilities, amenities, plants, solar heating system, Sewage Treatment Plant, Organic Waste Composter shall be used and the same may get damaged if the same remain unused. The Promoter shall not be liable and responsible for the consequences arising out of failure, negligence or incompetency in operating and maintaining the aforesaid equipments etc., and the Allottee and their Association (Society etc.) shall be solely liable and responsible for its consequences including payment of fine, penalty etc., which may be imposed by the competent authority.
- 9.5 The Promoter may issue NOCs for parking of vehicles of the Allottees in the said project.
10. The Allottee shall pay to the Promoter all the legal costs, charges and expenses, including professional costs of the Advocate/s of the Promoter in connection with formation of the said Society or Association 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 the said land, along with the structure standing thereon.
11. At the time of registration of conveyance of the structure of the building/s or wing/s of the building/s, the Allottee(s) shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Association or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said building(s) / wing(s) of the building(s). At the time of registration of conveyance 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 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.

12. 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 have the requisite rights to carry out development upon the project lands and also have actual, physical and legal possession of the project lands 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 lands 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 lands 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 lands and said building(s) / wing(s) 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 lands and said building(s)/wing(s) 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 lands, building(s)/wing(s) and common areas;
 - vi. The Promoter has the right to enter into this Agreement and have 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 lands, 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. At the time of execution of the Conveyance of the structure to the Society / Association / Limited Company of the Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the said Society / Association / Limited Company of the Allottee(s);
 - 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 till the completion certificate is received;
 - 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 land) has been received or served upon the Promoter in respect of the project lands and/or the project except those disclosed in the title report.
13. The Allottee(s) for 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, piers or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Association 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 use of the Apartment by the Allottee(s) for any purposes other than for purpose for which it is sold. The Allottee(s) have also been informed that the assessment of the said property for property tax or any other taxes by the Local Authority may take time. Hence the Allottee(s) is entitled to pay separately the charges for the property tax or any other taxes, whenever applicable, from the date of completion.
- 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 Association 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(s) 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. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Society / Association / 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 / Association / Limited Society, 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 lands 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 its/their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project lands or any part thereof to view and examine the state and condition thereof.
- 14. The Promoter shall maintain a separate account in his name or in the name of the society as the case may be in respect of sums received from the Allottee(s) as advance or deposit, sums 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.
- 15. 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 and Building or any part thereof. The Allottee(s) shall have no claim save and except in respect of the Apartment, land, plot 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/Association/Limited Company or other body and until the project land is transferred to the Apex Body / Federation as hereinbefore mentioned.

It is hereby made clear that the Promoter shall be entitled to use the marginal open spaces, side margins as an access for any other buildings, lands and allow such access to any other person/s and the

Allottee(s) herein or the organization in which he will become a member and shall be absolved from objecting to the said use by the Promoter, Builder and the Developer or its nominee/s or assignee/s and the flat/unit shall be conveyed subject to the said right of the Promoter and this condition is also the essence of this agreement.

16. After the Promoter executes this Agreement in favor of the Allottee(s), they shall not mortgage or create a charge on the said 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 charge shall not affect the right and interest of the Allottee(s) who has / have taken or agreed to take such Apartment.
17. 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.
18. This Agreement may only be amended through written consent of the Parties.
19. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
20. 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.
21. 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 paid by all the Unit Purchasers equally irrespective of the carpet area of the Apartment held by them. It is made clear that in case one Allottee or his family members acquired any other unit, it would be considered as separate unit for the said purposes.
22. 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.

23. 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). After the Agreement is duly executed by the Allottee(s) and the Promoter, the same shall be registered at the office of concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.
24. The Allottee(s) and/or Promoter shall present this Agreement as well as the conveyance/assignment 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.
25. 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 addresses specified below:

The Allottee(s):

- 1) Mr. _____,
Email ID: _____
- 2) Mrs. _____,
Email ID: _____
Both Residing at: _____

The Promoter:

M/s. KRISHNA DEVELOPERS,
A registered partnership firm,
Having its office at: S.No. 284, Porwal Road,
Lohegaon, Pune – 411 047.
E-mail ID: krishhnadevelopers@gmail.com

Through its Partner,
MR. NAVIN RAJENDRA AGARWAL,
Age about: 34 years, Occupation Business.

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.

26. That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottees.
27. The consideration of the said agreement between the Promoter Allottee(s) herein is as per the prevailing market rate in the subject locality. This agreement is executed by the parties hereto under the Real Estate Regulation and Development Act, 2016. However, the Promoter shall get himself registered under the Real Estate Regulation and Development Act, 2016 within a time period of 3 months starting from 1st May 2017 or any other extended timeline as provided by the authority. The stamp duty for this registration is payable as per the Bombay Stamp Act, 1958, Schedule 1, Article 25 (d). The particulars of the same are as follows :

Agreed consideration : Rs. _____
Market Value : Rs. _____
Stamp Duty Paid : Rs. _____
Registration Charges Paid : Rs. _____

All the charges towards stamp duty, registration fee and other incidental expenses and taxes concerning this Agreement shall be borne by the Allottee(s).

28. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
29. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement.
30. It is specifically agreed that all amounts due and payable under this Agreement shall be paid by the Allottee/s in Indian currency. However in case of foreign remittances by the Allottees it shall be accepted at the sole risk and responsibility of the Allottees and the Allottee shall solely be responsible for payment of taxes thereon and consequences of any breach of the laws and rules in this behalf.

// SCHEDULE - I //

(BEING DESCRIPTION OF THE ENTIRE PROPERTIES)

All those separated pieces and parcels of the landed properties, bearing Survey No. 284, Hissa Nos. 4, 5/3, 5/4 and 6, totally admeasuring area about 02 Hectare 75.5 Ares, all are lying and situated at revenue Village – Lohegaon, Taluka – Haveli, District – Pune, within the local limits of Pune Zilla Parishad and Panchayat Samiti Haveli and within the limits of Grampanchyat Lohegaon and within the jurisdiction of Sub-Registrar Haveli (Pune), which properties are jointly bounded as follows:-

On or towards the East : Sr.No. 285 Swapna Sankul Scheme,
On or towards the South : Sr.No. 283, Krishna Buildcon Scheme,
On or towards the West : Porwal Road,
On or towards the North : Adjoining Road
Together with all easementary right, title and interest attached thereto.

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

//SCHEDULE-II//

(BEING DESCRIPTION OF THE FLAT/UNIT AGREED TO BE PURCHASED AND WHICH IS THE SUBJECT MATTER OF THIS AGREEMENT),

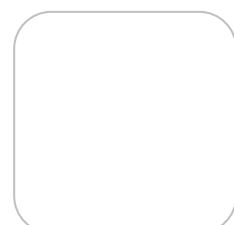
The Flat bearing No. _____, in ‘___’ Wing- having the carpet area is _____ sq. meters (_____ sq. feet) excluding balconies admeasuring _____ sq. meters (_____ sq. feet) and adjacent terrace of _____ sq. meters (_____ sq. feet) on the _____ **Floor**, of the Building named “**AEROPOLIS**” being constructed upon the properties described in Schedule-I referred to above.

IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE SIGNED AND EXEUCTED THIS AGREEMENT FOR SALE ON THE DAY, MONTH AND THE YEAR MENTIONED HEREINABOVE.

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED
PROMOTER, BUILDER AND THE DEVELOPER,

KRISHNA DEVELOPERS, A PARTNERSHIP FIRM,
REGISTERED UNDER THE INDIAN PARTNERSHIP ACT, 1932,
REPRESENTED THROUGH ITS AUTHORISED PARTNER,

MR. NAVIN RAJENDRA AGARWAL,



=====

(THE PARTY OF THE FIRST PART)

MR. _____ ,

=====

MRS. _____ ,

=====

(THE PARTY OF THE SECOND PART)

IN PRESENCE OF THE WITNSSES:-

1. SIGNATURE :
NAME :
ADDRESS :

2. SIGNATURE :
NAME :
ADDRESS :

ANNEXURE – A

COMMON AMENITIES AND SPECIFICATIONS FOR THE FLAT

- A. COMMON AMENITIES:
- Designer Landscaped Garden,
 - Children’s Play Area,
 - Senior Citizen Space,
 - Elevators of Schindler Make with Power backup,

- Trimix Internal Road,
- Power Back up In Common Area,
- Video Door Phone,
- Sewage Treatment Plant,
- Solar Water Heater on rooftop,
- Grand Entrance Gate with Security Cabin,
- Reticulated Gas Pipeline,
- Clubhouse,
- Outdoor Gymnasium,
- Swimming Pool,
- Party Lawn,
- Jogging Track,
- Intercom Facility,

b. SPECIFICATIONS:

STRUCTURE

Earthquake resistant RCC structure.

PLASTER

Neeru finished OR Gypsum coat internally, Sand face externally,
Ceiling Finished in P.O.P

KITCHEN

Black Granite L-Shape kitchen platform with SS sink.
Dado ceramic tiles up to lintel level above platform.
Exhaust Fan.

FLOORING

800mm x 800mm vitrified flooring.
1' x 1' antiskid tiles in toilet and terrace.

DOORS

Decorative laminated flush door's.
Granite door frame in toilets.
G.I. French Door in terrace.
Ply Door Jams with Laminates for bedrooms.

WINDOWS

3 track powder coated aluminum sliding windows with mosquito mesh
and MS safety grill.
All Round granite window sill.

TOILET

Designer wall tiles up to ceiling level.
Standard make C.P. fittings (Jaquar or Equivalent).
Standard make sanitary fixture (Jaquar or Equivalent).

ELECTRIFICATIONS

Concealed copper wiring.

Standard make electrical switches (Legrand or equivalent).

PAINT

Oil bound Distemper in entire flat internally.

Semi Acrylic paint to external walls.

EXTRAS

Provision for AC in Master Bedroom.

Provision for TV & Telephone Points in living room & Master Bedroom.

Provision for Washing Machine in Dry Terrace.

Provision for Water Purifier in Kitchen

(II) COMMON AREAS AND FACILITIES

1. The lands and the open space described in the First Schedule above.
2. RCC framed sub structure & super structure and main outer walls of the buildings.
3. Staircase passages, floor & entrance lobbies and lifts in the building.
4. Common drainage, water and electrical lines. Transformers & transformer room, Generator/s.
5. Common ground water storage tanks and overhead water reservoirs with pumping system etc.
6. Compound walls, fencing and gates.
7. Club house, garden equipment.

(III) LIMITED COMMON AREAS AND FACILITIES

1. Partition walls between the two units shall be limited common properties of the said two units.
2. Covered parking and basement and portions thereof will be allotted to specific unit purchaser/s by the Promoter, Builder and the Developer as per their discretion or retained by the Promoter, Builder and the Developer.
3. Terraces adjacent to the terrace flats and above the wing shall exclusively belong to such respective flats if so specifically allotted by the Promoter.
4. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.
5. Parking spaces under stilts of the building shall be allotted to specific flat purchasers by the Promoter, Builder and the Developer as per their discretion or may be retained by the Promoter.
6. Passages and toilets/W.C.s which are not the part of specified units may be exclusively allotted to those units who have access through such passages or adjacent to such toilets/W.C.s for their exclusive or limited common use only as per the discretion and option of Promoter.

(IV) RESTRICTED AREAS

Parking places and terrace shall be restricted facility for those tenement purchasers who pay separate charges for defined parking lot / terrace space as may be determined.

ANNEXURE – B
(Floor Plan of the Apartment)

ANNEXURE – C
(Search & Title Report)

ANNEXURE – D
(Authenticated copies of 7/12 extracts)

ANNEXURE – E
(Copies of the plan of the Layout as approved by the concerned Local
Authority)

ANNEXURE - F
(Copy of commencement certificate)

ANNEXURE - G
(Copy of N.A order)

ANNEXURE - H
(Execution power of attorney)

CONSENT LETTER

1. Mr. _____,
Age about: ____ years, Occupation: _____,
(PAN NO. _____)
AADHAR No. _____
Email ID: _____

2. Mrs. _____,
Age about: ____ years, Occupation: _____,
(PAN NO. _____)
AADHAR No. _____
Email ID: _____

Both are Residing at: _____

To,

M/s. KRISHNA DEVELOPERS,
A partnership firm,
Registered under the Indian Partnership Act, 1932.
Having it's office at: Sr.No. 284/4, 284/5/3, 284/5/4, 284/6, Porwal Road,
Lohegaon, Pune - 411047.
(PAN: AAKFK6240N)

Sub: Survey No. 284, Hissa No. 4, 5/3, 5/4, 6, totally admeasuring 02 Hectare, 75.5 Ares, all are lying and situated at revenue Village – Lohegaon, Taluka – Haveli, District – Pune, within the local limits of Pune Zilla Parishad and Panchayat Samiti Haveli and within the limits of Grampanchyat Lohegaon and within the jurisdiction of Sub-Registrar Haveli (Pune), in the construction project “AEROPOLIS”

Dear Sir,
I/We, have entered into an Agreement for Sale for the purchase of a flat no. _____ Wing _____ in the project “AEROPOLIS” situated at Sr. No. 284/4, 284/5/3, 284/5/4, 284/6, Porwal Road, Lohegaon, Pune - 411047.

The Promoter, Builder and the Developer have disclosed us the fact that they are entitled to acquire adjoining land and amalgamate it with the present lands or subdivide the existing of land into two separate parts. They are also entitled to utilize any additional FSI/TDR, which may be available in future by virtue of amalgamation or subdivision, by adding new floors/buildings on the said landed properties subject to the condition that my unit/flat is not altered or changed and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Promoter, Builder and the Developer or as and when required by the Promoter, Builder and the Developer, and for the said purposes to sign all

plans, without in any manner making me/us liable for any costs and affecting my/our interest.

I/We herein undertake not to raise any objection on any ground whatsoever and shall not obstruct the construction in any manner and I/we give our irrevocable consent for the same.

I/We have read all the terms and conditions of this letter and agree to abide by the same.

Thanking You,

Your's Faithfully,

Mr._____

Mrs._____

CONSENT LETTER

1. Mr. _____,
Age about: ____ years, Occupation: _____,
(PAN NO. _____)
AADHAR No. _____
Email ID: _____

2. Mrs. _____,
Age about: ____ years, Occupation: _____,
(PAN NO. _____)
AADHAR No. _____
Email ID: _____

Both are Residing at: _____

To,

M/s. KRISHNA DEVELOPERS,
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Dear Sir,

I/We, have entered into an Agreement for Sale for the purchase of a flat no. _____ Wing _____ in the project “AEROPOLIS” situated at Sr. No. 284/4, 284/5/3, 284/5/4, 284/6, Porwal Road, Lohegaon, Pune - 411047.

The Promoter, Builder and the Developer have disclosed us the fact that they are making changes in the sanctioned layout plan/sanctioned building plans in the above referred scheme. I/We hereby give/s explicit no objection and irrevocable consent to the Promoter, Builder and the Developer to prepare the new / revised layout and building plans even by shifting the locations of the buildings, open space, amenities space, club house, garden, internal roads, position of dust bins, transformer plinths, plumbing stations, underground water tanks, etc., and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Promoter, Builder and the Developer or as and when required by the Promoter, Builder and

the Developer, and for the said purposes to sign all plans, without in any manner making me/us liable for any costs and affecting my/our interest. The developer has informed us about this and we give our irrevocable consent for the same. I/We herein undertake not to raise any objection on any ground whatsoever and shall not obstruct the construction in any manner.

I/We have read all the terms and conditions of this letter and agree to abide by the same.

Thanking You,

Your's Faithfully,

Mr._____

Mrs._____

CONSENT LETTER

1. Mr. _____,
Age about: ____ years, Occupation: _____,
(PAN NO. _____)
AADHAR No. _____
Email ID: _____

2. Mrs. _____,
Age about: ____ years, Occupation: _____,
(PAN NO. _____)
AADHAR No. _____
Email ID: _____

Both are Residing at: _____

To,
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A partnership firm,
Registered under the Indian Partnership Act, 1932.
Having it's office at: Sr.No. 284/4, 284/5/3, 284/5/4, 284/6, Porwal Road,
Lohegaon, Pune - 411047.
(PAN: AAKFK6240N)

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Dear Sir,
I/We, have entered into an Agreement for Sale for the purchase of a flat no. _____ Wing _____ in the project “AEROPOLIS” situated at Sr. No. 284/4, 284/5/3, 284/5/4, 284/6, Porwal Road, Lohegaon, Pune - 411047.

The Promoter, Builder and the Developer herein have disclosed us the fact that they may be constructing the building/s on the said landed properties in phases. They are entitled to utilize any additional FSI/TDR which may be available in future by handing over the road, amenity space to PMRDA/ Local Competent authority. I/We hereby give/s explicit no objection and irrevocable consent to the Promoter, Builder and the Developer to prepare the new / revised building plans by adding new floors/buildings on the said landed properties subject to the condition that my unit/flat is not altered or changed and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Promoter, Builder and the Developer or as and when required by the Promoter, Builder and the Developer, and for the said purposes to sign all plans, without in any manner making me/us liable

for any costs and affecting my/our interest. I/We herein undertake not to raise any objection on any ground whatsoever and shall not obstruct the construction in any manner.

I/We have read all the terms and conditions of this letter and agree to abide by the same.

Thanking You,

Your's Faithfully,

Mr._____

Mrs._____

CONSENT LETTER

1. Mr. _____,
Age about: ____ years, Occupation: _____,
(PAN NO. _____)
AADHAR No. _____
Email ID: _____

2. Mrs. _____,
Age about: ____ years, Occupation: _____,
(PAN NO. _____)
AADHAR No. _____
Email ID: _____

Both are Residing at: _____

To,
M/s. KRISHNA DEVELOPERS,
A partnership firm,
Registered under the Indian Partnership Act, 1932.
Having it's office at: Sr.No. 284/4, 284/5/3, 284/5/4, 284/6, Porwal Road,
Lohegaon, Pune - 411047.
(PAN: AAKFK6240N)

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Dear Sir,
I/We, have entered into an Agreement for Sale for the purchase of a flat no. _____ Wing _____ in the project “AEROPOLIS” situated at Sr. No. 284/4, 284/5/3, 284/5/4, 284/6, Porwal Road, Lohegaon, Pune - 411047.

The Promoter, Builder and the Developer have disclosed us the fact that they are developing the said property in Wing wise/Phase wise manner. It shall be the option of the Developer either to have one or multiple Ultimate Body/ies in respect of all or different group of Building/s to be constructed by the Developer as aforesaid on the said property or on the said layout land and to convey the said property or the said layout land to such ultimate body/society or to have separate Co-operative Housing Societies in respect of the different building/s/ flats to be constructed by the Developer.

Unless prevented by circumstances beyond the control of the Developer it is agreed that Co-operative Society / Limited Company / Apartment Condominium of unit purchasers will be formed and registered and property will be conveyed to such Co-operative Society / Limited Company /

Apartment Condominium or its members within one year from and after (i) Completion of construction of the building and utilization of entire FSI and TDR permissible to be utilized on the said plot and by completing all the construction on the said property as per Development control Rules (whether previously got sanctioned or not) and the Unit Purchaser/s shall not withhold his/her/their consent without any reasonable cause, (ii) Sale of all units in scheme, (iii) Acceptance of the draft of sale deed / Deed of Declaration as the case may be by the Parties concerned (i.e. by Developer and Co-operative Society / Limited Company / Apartment Condominium) by their mutual consent and (iv) After payment of all the dues, amounts and considerations including stamp duty, etc. by all the members of the Co-operative Society / Limited Company / Apartment Condominium of all the unit purchasers (whichever is later). The developer has informed us about this and we give our irrevocable consent for the same.

I/We have read all the terms and conditions of this letter and agree to abide by the same.

Thanking You,

Your's Faithfully,

Mr. _____

Mrs. _____

CONSENT LETTER

1. Mr. _____,
Age about: ____ years, Occupation: _____,
(PAN NO. _____)
AADHAR No. _____
Email ID: _____

2. Mrs. _____,
Age about: ____ years, Occupation: _____,
(PAN NO. _____)
AADHAR No. _____
Email ID: _____

Both are Residing at: _____

To,
M/s. KRISHNA DEVELOPERS,
A partnership firm,
Registered under the Indian Partnership Act, 1932.
Having it's office at: Sr.No. 284/4, 284/5/3, 284/5/4, 284/6, Porwal Road,
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Dear Sir,
I/We, have entered into an Agreement for Sale for the purchase of a flat no. _____ Wing _____ in the project “AEROPOLIS” situated at Sr. No. 284/4, 284/5/3, 284/5/4, 284/6, Porwal Road, Lohegaon, Pune - 411047.

AND WHEREAS the Promoter has proposed to construct five buildings and commercial in three phases on the project land. Out of the same the Promoter has constructed three multi storied buildings and commercial namely ‘A,B,C’ in the Phase I and obtained Completion Certificate bearing No. DP/BHA/HAV/Branch 1/Mouje Lohegaon/Sr.No. 284/4(part) and others/Pra.Kra. 3414/2.16 dated – 04/10/2016 in respect of said three buildings consisting of 198 residential units and 38 commercial shops constructed thereon. Thus the construction of buildings included in Phase – I of the said project has been completed successfully. The Promoter proposes to construct one building namely ‘D’ having ten floors consisting of 164 flats in Phase II. The Promoter propose to construct namely ‘E’ building in Phase III by utilizing the basic FSI and by securing additional FSI in respect of internal roads, amenity space etc. as per rules of the competent authority.

The Promoter has provided separate sewage treatment plant, gas bank, underground water tanks, open space, common amenities for phase I and there will be sewage treatment plant, gas bank, underground water tanks, open space, common amenities for Phase II and Phase III together. The Promoter proposes to develop sewage treatment plant, gas bank, underground water tanks, open space and common amenities would be completed along with completion of construction of Phase III. The Promoter has developed separate water line and drainage lines for Phase I and that is in operation, whereas the Promoter would develop separate water line and drainage line for Phase II and Phase III at the time of construction of Phase II.

The developer has informed us about this and we give our irrevocable consent for the same.

I/We have read all the terms and conditions of this letter and agree to abide by the same.

Thanking You,

Your's Faithfully,

Mr._____

Mrs._____

LETTER OPEN

1. Mr. _____,
Age about: ____ years, Occupation: _____,
(PAN NO. _____)
AADHAR No. _____
Email ID: _____

2. Mrs. _____,
Age about: ____ years, Occupation: _____,
(PAN NO. _____)
AADHAR No. _____
Email ID: _____

Both are Residing at: _____

To,
M/s. KRISHNA DEVELOPERS,
A partnership firm,
Registered under the Indian Partnership Act, 1932.
Having it's office at: Sr.No. 284/4, 284/5/3, 284/5/4, 284/6, Porwal Road,
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Dear Sir,
I/We, have entered into an Agreement for Sale for the purchase of a flat no. _____ Wing _____ in the project “AEROPOLIS” situated at Sr. No. 284/4, 284/5/3, 284/5/4, 284/6, Porwal Road, Lohegaon, Pune - 411047.

We understand and agree that you may grant in our favour NOC for parking of our vehicle in open area of the said project. We undertake not to raise any objection or dispute on any ground whatsoever.

We assure that we shall not obstruct the construction in any manner. I/We give our irrevocable consent for giving NOC for parking to us and other flat purchasers. The promoter shall not be liable or responsible for any consequences of the NOC's which may be given to us and the other flat purchasers.

I/We have read all the terms and conditions of this letter and agree to abide by the same.

The developer has informed us about this and we give our irrevocable consent for the same.

I/We have read all the terms and conditions of this letter and agree to abide by the same.

Thanking You,

Your's Faithfully,

Mr._____

Mrs._____

LETTER COVERED

1. Mr. _____,
Age about: ____ years, Occupation: _____,
(PAN NO. _____)
AADHAR No. _____
Email ID: _____

2. Mrs. _____,
Age about: ____ years, Occupation: _____,
(PAN NO. _____)
AADHAR No. _____
Email ID: _____

Both are Residing at: _____

To,
M/s. KRISHNA DEVELOPERS,
A partnership firm,
Registered under the Indian Partnership Act, 1932.
Having it's office at: Sr.No. 284/4, 284/5/3, 284/5/4, 284/6, Porwal Road,
Lohegaon, Pune - 411047.
(PAN: AAKFK6240N)

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Dear Sir,
I/We, have entered into an Agreement for Sale for the purchase of a flat no. _____ Wing _____ in the project “AEROPOLIS” situated at Sr. No. 284/4, 284/5/3, 284/5/4, 284/6, Porwal Road, Lohegaon, Pune - 411047.

We understand and agree that you may grant in favour of other allottee/s NOC/s for parking of their vehicle/s in open area of the said project. We undertake not to raise any objection or dispute on any ground whatsoever.

We assure that we shall not obstruct the construction in any manner. I/We give our irrevocable consent for giving NOC for parking to other allottee/s. The promoter shall not be liable or responsible for any consequences of the NOC's which may be given to the allottee/s.

I/We have read all the terms and conditions of this letter and agree to abide by the same.

The developer has informed us about this and we give our irrevocable consent for the same.

I/We have read all the terms and conditions of this letter and agree to abide by the same.

Thanking You,

Your's Faithfully,

Mr._____

Mrs._____
