

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this day of June, 2017

by and between

M/s.KOHINOOR PROPERTIES Pan: AIMPC 8488 L, a proprietary concern, having its office at 203, Second Floor, West Wing, Aurora Tower, Camp, Pune 411001 represented by its proprietor AMBRESHWAR **KASHINATH CHIKHALE**, age about 28 years, occ: business, ... hereinafter called as the “**PROMOTER**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include his proprietary firm, his heirs, successors, survivors, executors, administrators and assigns, ...of the FIRST PART,

And

Full name		
Age/ occ		
PAN		
Residing at		
Full name		
Age/occ		
PAN		
Residing at		

...hereinafter called as the “**ALLOTTEE**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its plural (if any) and his/ her/ their respective heirs, successors, survivors, executors, administrators and assigns, ...of the SECOND PART,

and

(1) DATTATRAY SHANKAR KALE, age about **52** years, (2) SHEKHAR SHANKAR KALE, age about 46 years, (3) SMT. VATSALA SHANKAR KALE, age about **77** years, (4) SUBHASH LAXMAN KALE, age about **67** years, (5) HIRMAN LAXMAN KALE, age about **63** years, (6) Smt. ANUSAYA LAXMAN KALE, age about 75 years, (7) UTTAM ARJUN KALE, age about **66** years, (8) PRAKASH ARJUN KALE, age about **57** years, (9) SACHIN BALASAHEB KALE, age about **29** years, (10) MRS. KALYANI SHIKRARAJ TUPE age about **34** years, (11) SANJAY ARJUN KALE, age about **58** years, all residing at: Survey No.42, Kale Padal, Hadapsar, Pune 411028 ... hereinafter called as the **"OWNERS"**, which expression shall, unless repugnant to the context or meaning thereof, mean and include their respective heirs, successors, survivors, executors, administrators and assigns, ...of the THIRD PART,

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- a. the Owners with the Consent of Family members by instruments of development, comprising of development agreement and power of attorney both dated 10.11.2015 registered in the office of the Sub. Registrar, Haveli No.6, at serial No.11509/2015 and 11510/2015 on same day, granted development rights of the Plot, more particularly described in SCHEDULE-1 given hereto (hereinafter referred to as the said **"PLOT"**) to the Promoter, in consideration of the Promoter constructing for the Owners units in various buildings as enumerated in ANNEXURE given hereto, by using, utilizing and consuming FAR/FSI retained by the Owners, the Promoter and Owners by Supplement of Development Agreement dated 21.03.2017, registered in the Office of Sub Registrar Haveli No.3 at the Sr.No. 2891/2017 on the same day, declare and confirm the flats retained by the Owners and also the Flats of the Promoter.

- b. the said Plot has been demarcated by the office of Asst. Supridendant of Land Records of Haveli Taluka under the Maharashtra Land Revenue Code, 1966 at vide Very Urgent Mojani Register No.16169/16 which was demarcated on 16.03.2016.
- c. the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Plot on which Project is to be constructed have been completed as under
 - (i) as per the Development Plan of City of Pune, the said Plot has been shows in residential zone, as witnessed by the zone certificate dated 05.10.2015, issued by the Asst. City Engineer Pune, Municipal Corporation, Pune
 - (ii) the Pune Municipal Corporation sanctioned the buildings layout and building plans for construction of buildings in the said Plot vide CC No. 2493/2016 dated 02.11.2016, for construction of building A and building B thereon, comprising of independent blocks commonly known as 'ownership scheme',
 - (iii) the Hon'ble Tahasildar Haveli, Taluka Haveli, District Pune *vide* his order No.Haveli/Sanad/ SR/ 249/2016 dated 23.03.2016 under section 44 of the Maharashtra Land Revenue Code, 1966, permitted use of the said Plot for non-agricultural purposes of residence and commerce.
 - (iv) the Promoter accordingly, appointed Vilas Tarwadi Architect & Interior Designers as architects for the said project and Delcon Consultants India Pvt. Ltd. as structural engineer for drawing the plans and supervising the construction, proposed to be made on the said Plot, and commenced the development of the said Plot and construction of the buildings thereon,
 - (v) the Promoter agrees and undertakes that it shall not make any changes to these building layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

- d. the said Plot is earmarked for the purpose of buildings for the residential, comprising multistoried Apartments buildings and the said project shall be known as **“Kohinoor Iris Park”** (Project)
- e. the Allottee had applied for an Apartment in the **‘Kohinoor Iris Park’** Project and the Promoter has been allotted the residential Apartment No. _____, admeasuring ____ sq.mt. (_____ sq.ft.) Carpet on the ____ Floor, of Building No. B, including exclusive facility enclose balcony _____ sq.mt, cupboard _____ sq .mt Attach Terrace _____ sq.mt. and Dry Balcony _____Sq.mt and Cover Car Parking admeasuring _____ sq.mt. to the Allottee as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule B and the floor plan of the apartment is annexed hereto)
- f. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein
 - (i) The Promoter has reserved all its rights to amalgamate and/or sub-divide the said Plot and/or any other abutting/ adjoining pieces of Plot to which the Promoter may be entitled to in law and construction of Buildings is the said Plot in phase wise.
 - (ii) The Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the said Plot and/or such other adjoining/ abutting pieces of Plot to which the Promoter may be entitled to, so also to use the same in the manner and at the location as may be exclusively decided by the Promoter.
 - (iii) the Purchaser also admit and confirmed the Apartments retained by the Owners.
 - (iv) The Promoter reserved all rights to avail, use, utilize and consume the additional FAR/FSI, either by way of Transferable Development Rights

("TDR") or otherwise by whatever name called, as may be permissible under the concerned rules and regulations,

- (v) The Promoter has also reserved all its rights either (i) to develop and/or dispose of by sale or otherwise transfer the Apartments and the Promoter reserved right to surrender the amenity space to the concerned authority and claim, avail, use, utilize and consume the FAR/FSI granted in lieu thereof, on the said Plot for construction of or addition to the building being constructed thereon, as is permissible under the concerned Development Control Rules/ Regulations.
- (vi) The Promoter has also reserved all its rights to develop and/or construct a building/s on the open space of the said Plot as may be permissible under the concerned regulations.
- (vii) The Promoter shall be entitled to compensation from the Allottee in case any obstruction or impediment of any nature raised to or for the development of the said Plot and/or other pieces of Plot adjoining to the said Plot either by amalgamation and/or sub. division and/or consumption of FAR/FSI for any building thereon, by and on behalf of the Allottee, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment raised by the Allottee.
- (viii) The project "**Kohinoor Iris Park**" being large, the Promoter shall be developing the said Plot by constructing various buildings in phases thereon. There would be development, construction, amenities, site development and other incidental activities continuing on the said Plot till completion of the entire project. The Allottee hereby agrees not to raise any objection or any claim on the grounds of inconvenience, nuisance or annoyance for continuation of such development, construction and other incidental activities on the said Plot.
- (ix) The Promoter shall also be entitled to amend, alter and/or revise the layout, building layout and/or building plans as may be found required for use, utilization and consumption of the FAR/FSI originating from the physical area of the said Plot and/or additional such FAR/FSI by way of

TDR or floating or otherwise, as may be permissible under the concerned Development Control Rules/ Regulations.

- (x) The Promoter shall be at liberty to grant and allot right to exclusive use any open space for garden or parking space; under stilt or open in the marginal open space, attached terrace to the Apartment Allottee in the project, as exclusive use or facility attached to and inseparable from the subject Apartment. The concerned Apartment Allottee shall be entitled to exclusive use thereof. The Allottee hereby irrevocably granted and shall be deemed always to have granted his/ her consent for grant of such exclusive use or facility attached to and inseparable from the subject Apartment.
- (xi) The Apartments more particularly described in the Supplement Agreement dated 21.03.2017 is retained by the Owners, same is admit and confirmed by the Allottee.
- g. The Parties hereby confirm that they are signing this Agreement with Full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- h. 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;
- i. 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 hereby agrees to purchase the Apartment and one covered parking Space in described in the SCHEDULE II.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Apartment is more particularly described in SCHEDULE-II written herein below and delineated in the floor map annexed hereto (hereinafter referred to as the said "**APARTMENT**")

1.2 The Total Price for the Apartment based on the carpet area is **Rs.** _____ **/- (Rupees _____ only)** more particularly described in SCHEDULE-C

- (i) The total price above includes the booking amount paid by the Allottee to the Promoter towards the said Apartment.
- (ii) The Total Price does not includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment, provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change / modification; The total price mentioned in clause 1.2 above has been arrived after transferring all the credit benefits accrued to the developer due to implementation of Goods and Services Act ("GST") and the price is in compliance with Section 171 of the Central Goods and Services Act and Section 171 of the Maharashtra Goods and Services Act (together known as "GST"). The allottee hereby confirms that he has been informed and also had understood about all the details of the benefits and the computation of the total price is arrived after consideration of the benefits under GST.

The allottee confirms that he will not be claiming any further transfer of benefits under the "Anti-profiteering" measures of the GST Act.

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated Payment Schedule and the Allottee shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The Total Price of the said Apartment includes: (i) pro rater share in the Common Areas and (2) said garage/parking as provided in the Agreement.
- 1.3 the Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment Schedule ("Payment Plan").
- 1.5 the Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments, per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.6 it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the said apartment or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.
- 1.7 the Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per meter which is agreed in this Agreement.
- 1.8 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below subject to payment of full consideration of the said Apartment to the Promoter:
- (i) The Allottee shall have exclusive ownership of the Apartment.
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other

charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of Plot, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- 1.9 **It is made clear by the Promoter and the Allottee agrees that the Apartment along with parking shall be treated as a single indivisible unit for all purposes.** It is agreed that the Project is an independent, self-contained Project covering the said Plot and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the **Kohinoor Iris Park** Project.
- 1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely shall not form a part of the declaration to be filed with PMC to be filed in accordance with The Maharashtra Ownership Apartment Act, The Maharashtra Apartment Ownership Flat Act and Real Estate Regulation and Development Act.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings, including Plot cost, ground rent, development charges, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring

the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable to the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.12 The Allottee has paid a sum of **Rs. _____/-(Rupees _____ only)** as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque / demand draft or online payment (as applicable) in favor of Promoter.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in

terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

- 1.13 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common

areas to the association of the allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule of Payment Plan.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Pune Municipal Corporation / Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Pune Municipal Corporation and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided by the Pune Municipal Corporation, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

- 7.1** Schedule for possession of the said Apartment: the Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled

to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 The Promoter agreed to handover possession of said Apartment to the Allottee on or before **31st day of December, 2019** after execution of this agreement, subject to above conditions.
- 7.3 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of' this Agreement to be taken within 3 (three months from the date of issue of' such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of' failure of fulfillment of any of the provisions, formalities, documentation on part of' the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate of the Project.
- 7.4 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee 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. In case the Allottee fails to take

possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 7.5 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 7.6 Cancellation by Allottee — The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee within 45 days of such cancellation.
- 7.7 Compensation —
The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Plot, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the

Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Plot; the requisite rights to carry out development upon the said Plot and absolute, actual, physical and legal possession of the said Plot for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Plot or the Project.
- (iv) There are no litigations pending before any Court of law with respect to the said Plot, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Plot and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Plot, Building and Apartment 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 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 said Plot, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee 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 in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Promoter has duly paid and shall continue to pay and discharge all 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 by or served upon the Promoter in respect of the said Plot and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making, payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in

which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges

to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Bombay Stamp Act, 1950 including any actions taken or deficiencies/penalties imposed by the competent authorities.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of maintenance has not been included in the Total Price of the Apartment.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (Live) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basements and service areas, if any, as located within the **Kohinoor Iris Park**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved or use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition

and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over the occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structures anywhere in the Project after the building plan has been approved by the competent authorities except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he 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 charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment Building.

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of The Maharashtra Ownership Apartments Act, the Maharashtra Apartment Ownership Flat Act and The Real Estate Regulation and Development Act. The Promoter showing compliance of various laws / regulations as applicable in said Act.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers 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 and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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/plot/building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE IN SUBSEQUENT ALLOTTEES

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

25. WAIVER NOT A LIMITATION TO ENFORCE

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof' shall not be construed to be a

waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28. 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.

29. ORGANISATIAON :

- (a) Notwithstanding anything contained anywhere in this agreement or otherwise, the scheme being implemented on the said Plot shall always

be known and called as "**Kohinoor Iris Park**" and the same shall not be changed ever.

- (b) The Promoter shall entirely at its option and discretion, be entitled to form either (i) one or more co-operative housing society under the Maharashtra Co-operative Societies Act, 1960, or (ii) one or more condominium/s of apartment holders under the provisions of the Maharashtra Apartment Ownership Act, 1970, or (iii) one or more companies under the Companies Act, 1956, for each or more buildings being constructed on the said Plot.
- (c) Without prejudice to clause (b) above, the Promoter shall be entitled to form separate organisations, for each of the buildings or a group of buildings on the said Plot with demarcated portion of the Plot thereunder, together with common rights to common facilities in the project.
- (d) The Promoter shall also be entitled and at liberty either to sub-divide the said Plot or without sub-dividing the same, but marking the use of the defined portions of the said Plot by each/ such condominium/s.
- (e) The Allottee hereby irrevocably accords his/ her consent for the same and the decision taken by the Promoter in that regard, shall be conclusive and binding upon the Allottee.
- (f) In case of formation of a condominium under the Maharashtra Apartment Ownership Act, 1970, each of the Apartments shall have undivided share in the form of percentage, arrived at on the basis of its carpet area to the total carpet area of the concerned building, so also to the total carpet area of all buildings on the said Plot and in the common areas and facilities. The Promoter shall cause the said submission of the said Plot together with the building thereon, and the said formation of the condominium, within a period of 1 (one) year from final and full completion of the project by the Promoter.

30. MAINTENANCE:

- (a) On or before delivery of possession of the said Apartment by the Promoter to the Allottee, the Allottee shall pay to the Promoter, an amount towards common maintenance, as per following formula:
 Rs. ____ x (12) months = Rs. _____ total amount payable by the Allottee to the Promoter.
- (b) The said amount shall be maintained by the Promoter in a separate account, and shall be used and utilised by the Promoter only for common maintenance of the buildings being constructed on the said Plot, for a period of 36 (thirty six) months from the date of delivery of possession of the said Apartment by the Promoter to the Allottee.
- (c) The maintenance referred to herein, shall include only following items:
- i) Housekeeping and cleanliness
 - ii) Maintenance contracts of lifts, generators, sewage treatment plant, water purification system, water pumps
 - iii) Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual Apartment/s, which would be payable by the Allottee thereof in equal share together with other Apartment Allottees in the concerned building)
 - iv) Common electricity bills
 - v) Security charges
 - vi) Gardening charges
 - vii) Running expenses for clubhouse and play grounds and equipments thereof
 - viii) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
 - ix) Non agricultural taxes and any other similar taxes
 - x) complaints regarding MSEDCL Ltd
- (d) It is agreed between the parties that said maintenance shall NOT include the items mentioned below, and the Allottee and/or the Association/ society either individually or through any appointed agency, shall have to bear the following maintenance, entirely from separate contribution made by the Apartment Allottees.

- i) Society and managing committee administration,
 - ii) Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and such any other related expenses,
 - iii) Sinking funds etc.
 - iv) Property taxes of individual building/ Apartments/ common amenities etc.
 - v) Any other taxes, levies, cess etc. of the property,
 - vi) Any other statutory charges,
 - viii) Repairs of the building for leakages, seepage to the property or any part thereof.
 - ix) Wear and tear charges.
- (e) After the period mentioned herein, the Promoter shall be entitled to entrust maintenance of common areas and facilities to an *ad hoc* committee of Apartment Allottees appointed by the Promoter, subject to the liberty of the Promoter to entrust the maintenance even prior to the said period, in which case, the Promoter shall also entrust the balance remaining of the amount received from Apartment Allottees till then.
- (f) The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or nonpayment by the Allottees.
- (g) It is also clearly understood that this shall not preclude the organisation from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Alottees, provided the decision to that effect is duly taken by the organisation.
- (h) Such organisation shall be entitled to claim reasonable interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the organisation.
- (i) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Apartment Allottee organisation after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the

maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or such organisation, as the case may be.

- (j) The Allottee shall maintain at his/ her own cost the said Apartment, fixtures, fittings, facades, elevations, so also exclusive rights relating to Plotsaped open space and other exclusive area/s and/or facility/ties, sold and granted specifically, if any.

31. TAXES, CESS, and other CHARGES:

- (a) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ Vat/GST/ duties on the said Apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate or grant of possession of the said Apartment whichever, is earlier.
- (b) If at any time, after execution of this agreement, any VAT/GST/ tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ works contract tax/ service tax, penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said Plot or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Allottee. The Allottee hereby, indemnifies the Promoter and the Apartment purchase organisation from all such levies, cost and consequences.
- (c) All levies, stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of

and relating to the said Apartment and/or the transaction under this agreement shall entirely be borne and paid by the Allottee.

- (d) The Allottee hereby, indemnifies the Promoter and the Apartment purchase organisation from all such levies, cost and consequences arising therefrom.
- (e) In the event of the Promoter being constrained to pay any tax or levy referred to herein, the Allottee shall reimburse the same to the Promoter immediately. The Promoter shall be entitled to claim interest @ 18% on such amount from the Allottee, if the Allottee fails to reimburse the same to the Promoter immediately. There shall be a charge of the such amount on the said Apartment till its receipt by the Promoter.
- (f) All levies, stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said Apartment and/or the transaction under this agreement shall entirely be borne and paid by the Allottee.

32. LOAN

- (a) The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Plot, for which the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Plot in favour of such bank/s and/or financial institute and/or person for the loan.
- (b) The Allottee hereby accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institute and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
- (c) In the event of the Promoter availing such loan, the Promoter shall be bound to send written intimation about availing of any such loan to the Allottee.

- (d) However, the Promoter shall keep the Allottee duly indemnified from repayment of such loan and/or consequences following therefrom with cost and expenses.
- (e) In the event of the Promoter availing such loan, the Promoter shall be entitled to call upon the Alottee to make payment of the balance amount payable by the Alottee to the Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Alottee to such lender, shall be, and shall be treated to be the payment made by the Alottee to the Promoter.

29. 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, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Haveli, Pune.

30. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Allottee	Promotor

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be

deemed to have been received by the promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES

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

32. 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.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the RERA Act.

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STAMP DUTY PARTICULARS

Prescribed valuation as per Annual Statement of Rates, 2017 Village Hadapsar of Taluka Haveli, District Pune, as described in Sector 30/466	
Flat Area __ sq.mt. carpet area (ASR, 2017 Rs.47,600/- per sq.mt)	Rs._____/ -
Cover Car Parking ____ sq.mt. x Rs. ____/- per sq.mt. (being 25% of the prescribed value of Rs._____/ - per sq.mt).,	Rs._____/ -
Total prescribed valuation	Rs._____/ -

Total agreed price	Rs. _____ / -
6% Stamp duty (as per Article 25(b)(ii) of Schedule-I to the Bombay Stamp Act,1958) on higher amount of the two above.	Rs. _____ / -

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SCHEDULE-I
(description of the said “**PLOT**”)

All that land bearing Survey No.42B/3A total admeasuring Hectare 0.41 Ares, (4100 sq.mt.) assessed at Rs.2.60 paise, situate at Hadapsar City of Pune, Taluka Haveli, District Pune, within the limits of the Registration District of Pune, Sub. Registrar, Haveli Pune and the Municipal Corporation of the City of Pune and which is bounded as under:

East : Road thereafter Railway Line
South : Survey No.42B/2
West : portion of Survey No.42B
North : Survey No.42B/4

(hereinafter referred to as the said “**PLOT**”,)

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SCHEDULE-II
(description of the said “**FLAT**”)

All that

Residential Flat	No.
Building/ Wing	No.
Floor	

Area	_____ sq.mt. carpet area
Exclusive facility	___ sq.mt. Dry Balcony _____ sq.mt. Terrace _____ sq.mt Enclose Balcony _____sq.mt. Cupboard + Open Car parking admeasuring _____sq.mt.

as floor plan attach herewith, in the project know as **“Kohinoor Iris Park”** being constructed on all that pieces of land bearing Survey No.42B/3A total admeasuring Hectare 0.41 Ares, (4100 sq.mt.) assessed at Rs.2.60 paise, situate at Hadapsar City of Pune, Taluka Haveli, District Pune, within the limits of the Registration District of Pune, Sub. Registrar, Haveli Pune and the Municipal Corporation of the City of Pune, more particularly described in Schedule-1 above, together with fixtures, fittings, facilities, amenities, exclusive facility and as delineated in the floor map annexed hereto.

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SCHEDULE C
Payment Plan by Allottee

%	Particulars
10%	paid by the Allottee to the Promoter at the time of Booking
20%	On commencement of Plinth Work
10%	On commencement of 1 st Slab
8%	On commencement of 2nd Slab
8%	On commencement of 3rd Slab
8%	On commencement of 4 th Slab
8%	On commencement of 5 th Slab
8%	On commencement of 6 th Slab
6%	On commencement of 7 th Slab
6%	On commencement of Brick work of said Apartment
6%	On commencement of Flooring of said Apartment
2%	At the time of possession of said Apartment
100%	Total Amount

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.

Ambreshwar Kashinath Chikhale (as duly authorized partner of M/s Kohinoor Properties and constituted attorney of Owners: Dattatray Shankar Kale, Shekhar Shankar Kale, Smt. Vatsala Shankar Kale, Subhash Laxman Kale, Hirman Laxman Kale, Smt. Anusaya Laxman Kale, Uttam Arjun Kale, Prakash Arjun Kale, Sachin Balasaheb Kale, Mrs.Kalyani Shikraraj Tupe and Sanjay Arjun Kale) (Promoter and Owners)		
Photograph	LHTI	Signature
(No.1 of Allottee)		
Photograph	LHTI	Signature
(No.1 of Allottee)		

Photograph	LHTI	Signature
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Witnesses

- 1.
- 2.

Specifications:

For Residential Unit:

- RCC frame structure
- External walls 6 inches concrete blocks or bricks
- Sand faced plaster to external walls, sanla plaster to internal walls and POP Finish for Ceiling.
- Vitrified tiles flooring
- Bathroom shall have ceramic tiles flooring, and walls upto lintel level with glazed tiles
- Commode OR Orissa Pan with antiskid tiles flooring a with one wash basin at suitable position
- Concealed plumbing except where not found appropriate
- Flushed doors
- Aluminum sliding windows
- Concealed wiring, fan hooks with necessary electrical wiring points
- Oil Bond internally and cement paint externally
- One telephone point in each Flat

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Exclusive Facilities:

- Terraces attached and accessible to the concerned unit shall be the exclusive amenity to such concerned residential unit.

Common Area and Facilities:

- Staircases, passages and lobbies other than attached to any given residential unit as exclusive
- Electrical rooms and equipments therein
- Lifts, machine rooms, lift machines, their Backup
- All lighting and light fittings in any common area
- Fire fighting apparatus and pumps
- Roof terrace on top of the building
- Underground water tank and all connections thereto and therefrom
- Common recreation space, facilities, apparatus, toilets, all service lines.

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CONSENT LETTER BY THE ALOTTEE

I, the Allottee herein, do hereby accord my consent for the Promoter to effect any changes, revisions, renewals, alterations, modifications, additions *et cetera* in the layout of the said Land (described in SCHEDULE.1 written herein above) and/or building and/or structures on the said Land.

I, the Allottee herein, further accord my “no objection” for the Collector of Pune to accordingly pass such layout/s or plans, as may be submitted by the Promoter.

However, the construction of the said Apartment agreed to be purchased by me shall not be adversely affected.

(Allottee)

(Allottee)

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