

AGREEMENT TO SELL

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

B E T W E E N

M/S. KARAN DEVELOPERS,
(PAN NO. AAGFK4772P),
 A Registered Partnership Firm,
 Registered under the provisions of
 Indian Partnership Act 1932,
 having office at Swojas Capital,
 Office No. 101, 2nd Floor, Law College Road,
 Erandwana, Pune-411004,
 through it's **partner :-**
MR. SUNIL SHANKARRAO JADHAV,
 Age 53 years, Occupation Business,
 Resident of 202, Nayantara Apts, 15th Lane,
 Bhandarkar Road, Pune 411004.

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

A N D

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

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

A N D

- 1) **Mr. Krishna Daulatrao Mokashi**
(for self and karta of HUF),
- 2) **Mrs. Dwarkabai Krishna Mokashi,**
- 3) **Mr. Laxman Krishna Mokashi**
(for self and karta of HUF),
- 4) **Mrs. Subhadra Laxman Mokashi,**

- 5) Mr. Machindra Laxman Mokashi,
- 6) Mrs. Jyoti Machindra Mokashi,
- 7) Om Machindra Mokashi,
- 8) Siddhi Machindra Mokashi
(no. 7 & 8 through their guardian father Mr. Machindra),
- 9) Mr. Vikram Laxman Mokashi,
- 10) Mrs. Surekha Ganesh Karanjawane,
- 11) Mrs. Meena Ankush Mokashi,
- 12) Mr. Rohan Ankush Mokashi,
- 13) Mrs. Sharmila Ravindra Sawant,
- 14) Mrs. Urmila Ghanshyam Shinde,
- 15) Mrs. Nirmala Ganesh Shinde,
(No. 11 to 15 for self and being
Legal heirs of deceased late Ankush Krishna Mokashi)
- 16) Mr. Namdeo Yeshwant Mokashi
(for self and karta of HUF and being legal heir
Of late Tarabai Yeshwant Mokashi),
- 17) Mrs. Vimal Namdeo Mokashi,
- 18) Mr. Amol Namdeo Mokashi,
- 19) Mrs. Manjushree Amol Mokashi,
- 20) Hindavi Amol Mokashi through guardian father Mr. Amol,
- 21) Mrs. Archana S. Deshmane,
- 22) Mrs. Shilpa Prashant Ghorpade,
- 23) Shubhangi Namdeo Mokashi,
- 24) Mr. Dattatraya Yeshwant Mokashi
(for self and karta of HUF and being legal heir
Of late Tarabai Yeshwant Mokashi),
- 25) Mrs. Rohini Dattatraya Mokashi,
- 26) Onkar Dattatraya Mokashi,
- 27) Ravina Dattatraya Mokashi,
- 28) Anushka Dattatraya Mokashi
(no. 27 & 28 through guardian father Mr. Dattatraya),
- 29) Smt. Hirabai Murlidhar Khirid,
- 30) Mrs. Manjula Dnyaneshwar Pasalkar,
- 31) Mrs. Alka Pramod Jagtap
(No. 29 to 31 for self and being legal heir of
Late Tarabai Yeshwant Mokashi)
- 32) Mr. Prakash Dnyaneshwar Nivangune
(for self and legal heir of deceased late
Sindhubai Dnyaneshwar Nivangune)
- 33) Mr. Atul Rajendra Paygude,
- 34) Mrs. Bhagyashree Santosh Kadu
(No. 33 & 34 for self and legal heirs of
Deceased late Sindhubai Dnyaneshwar Nivangune
And late Nanda Rajendra Paygude)
- 35) Mr. Ramchandra Mahadeo Jadhav
(for self and karta of HUF),
- 36) Mrs. Lata Ramchandra Jadhav,
- 37) Mr. Amit Ramchandra Jadhav,
- 38) Mrs. Neha Amit Jadhav,
- 39) Ayush Amit Jadhav through his guardian father Mr. Amit,
- 40) Mr. Prashant Ramchandra Jadhav,
- 41) Mrs. Vijaya Prashant Jadhav,
- 42) Mr. Swapnil Ramchandra Jadhav,
- 43) Mr. Dilip Mahadeo Jadhav
(for self and karta of HUF),

- 44) Mrs. Sunita Dilip Jadhav,
- 45) Harshada Dilip Jadhav,
- 46) Akshay Dilip Jadhav through his guardian father Mr. Dilip,
- 47) Mr. Pandurang Mahadeo Jadhav
(for self and karta of HUF),
- 48) Mrs. Nirmala Pandurang Jadhav,
- 49) Abhijit Pandurang Jadhav
- 50) Vishwajeet Pandurang Jadhav
(no. 49 & 50 through their guardian father Mr. Pandurang)
- 51) Mr. Shivaji Bhiwa Jadhav
(for self and karta of HUF),
- 52) Mrs. Alka Shivaji Jadhav,
- 53) Mr. Ganesh Shivaji Jadhav,
- 54) Mrs. Urmila Yuvraj Dhole,
- 55) Mrs. Seema Dhananjay Khilari,
- 56) Mrs. Deepali Abhishek Chindarkar,
- 57) Mr. Shrihari Bhiwa Jadhav
(for self and karta of HUF),
- 58) Mrs. Nirmala Shrihari Jadhav,
- 59) Mr. Pravin Shrihari Jadhav,
- 60) Varsha Shrihari Jadhav,
- 61) Komal Shrihari Jadhav,
- 62) Mr. Ankush Bhiwa Jadhav
(for self and karta of HUF),
- 63) Mrs. Sangita Ankush Jadhav,
- 64) Ankita Ankush Jadhav,
- 65) Bhushan Ankush Jadhav
(no. 64 & 65 through their guardian father Mr. Ankush),
- 66) Mrs. Chandrabhaga Ramchandra Kamthe
All above residing at Bavdhan Khurd, Tal. Mulshi,
Dist. Pune.

**All above through their duly constituted
Power of Attorney Holder :-**

M/S. KARAN DEVELOPERS,
(PAN NO. AAGFK4772P),
A Registered Partnership Firm,
Registered under the provisions of
Indian Partnership Act 1932,
having office at Swojas Capital,
Office No. 101, 2nd Floor, Law College Road,
Erandwana, Pune-411004,
through it's **partner :-**
MR. SUNIL SHANKARRAO JADHAV,
Age 53 years, Occupation Business,
Resident of 202, Nayantara Apts, 15th Lane,
Bhandarkar Road, Pune 411004.

Hereinafter referred to as "**THE ORIGINAL OWNERS/CONSENTING PARTIES**" (Which expression shall unless repugnant to the context or meaning thereof shall mean and include all their respective legal heirs, executors, administrators and assignees etc.) **OF THE THIRD PART.**

WHEREAS, All that piece and parcel of the property lying and situate at village Bavdhan Budruk, Taluka Mulshi, District Pune, within the local limits of Grampanchayat Bavdhan Budruk, Taluka Panchayat Samiti Mulshi, Zilla Parishad Pune and also within the jurisdiction of Sub-Registrar, Haveli, Pune bearing Survey No. 56, admeasuring 01 H. 10 R. + pot kharaba 00 H. 01 R. i.e. total area admeasuring 01 H. 11 R. i.e. 11100 Sq.Mtrs. or thereabout, assessed at Rs. 12-50 Ps. or thereabout and same is bounded as follows :-

On or towards EAST	::	By Ram River.
On or towards SOUTH	::	By Survey No. 57.
On or towards WEST	::	By 12 mtr. wide approach road from and out of Survey No. 55/4.
On or towards NORTH	::	By S.No. 55/4.

(hereinafter referred to as **“the project land”**) is owned and recorded in the names of consenting parties herein;

AND WHEREAS, 1) Mr. Krishna Daulatrao Mokashi (for self and karta of HUF), 2) Mrs. Dwarkabai Krishna Mokashi, 3) Mr. Laxman Krishna Mokashi (for self and karta of HUF), 4) Mrs. Subhadra Laxman Mokashi, 5) Mr. Machindra Laxman Mokashi, 6) Mrs. Jyoti Machindra Mokashi, 7) Om Machindra Mokashi, 8) Siddhi Machindra Mokashi (no. 7 & 8 through their guardian father Mr. Machindra), 9) Mr. Vikram Laxman Mokashi, 10) Mrs. Surekha Ganesh Karanjawane, 11) Mr. Ankush Krishna Mokashi (for self and karta of HUF), 12) Mrs. Meena Ankush Mokashi, 13) Mr. Rohan Ankush Mokashi, 14) Mrs. Sharmila Ravindra Sawant, 15) Mrs. Urmila Ghanshyam Shinde, 16) Mrs. Nirmala Ganesh Shinde, 17) Smt. Tarabai Yeshwant Mokashi, 18) Mr. Namdeo Yeshwant Mokashi (for self and karta of HUF), 19) Mrs. Vimal Namdeo Mokashi, 20) Mr. Amol Namdeo Mokashi, 21) Mrs. Manjushree Amol Mokashi, 22) Hindavi Amol Mokashi through guardian father Mr. Amol, 23) Mrs. Archana S. Deshmane, 24) Mrs. Shilpa Prashant Ghorpade, 25) Shubhangi Namdeo Mokashi, 26) Mr. Dattatraya Yeshwant Mokashi (for self and karta of HUF), 27) Mrs. Rohini Dattatraya Mokashi, 28) Onkar Dattatraya Mokashi, 29) Ravina Dattatraya Mokashi, 30) Anushka Dattatraya Mokashi (no. 29 & 30 through guardian father Mr. Dattatraya), 31) Smt. Hirabai Murlidhar Khirid, 32) Mrs. Manjula Dnyaneshwar Pasalkar, 33) Mrs. Alka Pramod Jagtap and 34) Mr. Prakash Dnyaneshwar Nivangune as legal heir of late Sindhubai Dnyaneshwar Nivangune all together granted development rights in respect of their proportionate 1/2 share admeasuring to the extent of 00 H. 55.50 R. i.e. 5550 sq.mtrs. or thereabout out of total area of S.No. 56 of village Bavdhan Budruk together with right to use 12 mtr. wide road from and out of S.No. 55/4 unto and in favour of M/s. Karan Developers through its partner Mr. Sunil Shankarrao Jadhav by development agreement dated 17/04/2013 which is duly registered in the office of Sub-Registrar Haveli No. 4 Pune at Sr.No. 1364/2013 dated 22/04/2013 coupled with irrevocable power of attorney which is also registered in the same office at Sr.No. 1365/2013 dated 22/04/2013.

It appears from M.E.No. 5829 of dated 02/05/2014 that Tarabai Yeshwant Mokashi died intestate on 31/03/2014 leaving behind her legal heirs namely 1) Namdeo Yeshwant Mokashi (son), 2) Dattatraya Yeshwant Mokashi (son), 3) Hirabai Murlidhar Khirid (married daughter), 4) Manjula Dnyaneshwar Pasalkar (married daughter), 5) Alka Pramod

Jagtap (married daughter), 6) Sindhubai Dnyaneshwar Nivangune (deceased married daughter on 30/10/2012) through her legal heirs a) Prakash Dnyaneshwar Nivangune (grandson), b) Nanda Rajendra Paygude (deceased granddaughter on 15/11/2008) through her legal heirs b1) Atul Rajendra Paygude and b2) Bhagyashree Santosh Kadu.

It appears from record that 1) Mr. Atul Rajendra Paygude and 2) Mrs. Bhagyashree Santosh Kadu, both being legal heirs of late Sindhubai Dnyaneshwar Nivangune and late Nanda Rajendra Paygude executed consent cum confirmation deed cum development agreement in favour of M/s. Karan Developers through its partner Mr. Sunil Shankarrao Jadhav on 10/04/2014 which is duly registered in the office of Sub-Registrar Haveli No. 4 Pune at Sr.No. 3323/2014 dated 10/04/2014 coupled with irrevocable power of attorney which is also registered in the same office at Sr.No. 3324/2014 dated 10/04/2014.

That Mr. Ankush Krishna Mokashi died intestate on dated 29/06/2014 leaving behind his wife Smt. Meena Ankush Mokashi and son Mr. Rohan Ankush Mokashi and married daughters viz. Mrs. Sharmila Ravindra Sawant, Mrs. Urmila Ghanshyam Shinde and Mrs. Nirmala Ganesh Shinde. The said legal heirs of late Ankush Krishna Mokashi have given their respective consents and signatures to the principle development agreement as parties thereto.

AND WHEREAS, 1) Mr. Ramchandra Mahadeo Jadhav (for self and karta of HUF), 2) Mrs. Lata Ramchandra Jadhav, 3) Mr. Amit Ramchandra Jadhav, 4) Mrs. Neha Amit Jadhav, 5) Ayush Amit Jadhav through his guardian father Mr. Amit, 6) Mr. Prashant Ramchandra Jadhav, 7) Mrs. Vijaya Prashant Jadhav, 8) Mr. Swapnil Ramchandra Jadhav, 9) Mr. Dilip Mahadeo Jadhav (for self and karta of HUF), 10) Mrs. Sunita Dilip Jadhav, 11) Harshada Dilip Jadhav, 12) Akshay Dilip Jadhav through his guardian father Mr. Dilip, 13) Mr. Pandurang Mahadeo Jadhav (for self and karta of HUF), 14) Mrs. Nirmala Pandurang Jadhav, 15) Abhijit Pandurang Jadhav and 16) Vishwajeet Pandurang Jadhav (no. 15 & 16 through their guardian father Mr. Pandurang) all together granted development rights in respect of their proportionate share admeasuring to the extent of 00 H. 20.8125 R. i.e. 2081.25 sq.mtrs. or thereabout out of total area of S.No. 56 of village Bavdhan Budruk together with right to use 12 mtr. wide road from and out of S.No. 55/4 unto and in favour of M/s. Karan Developers through its partner Mr. Sunil Shankarrao Jadhav by development agreement dated 17/07/2013 which is duly registered in the office of Sub-Registrar Haveli No. 4 Pune at Sr.No. 6374/2013 dated 17/07/2013 coupled with irrevocable power of attorney which is also registered in the same office at Sr.No. 6375/2013 dated 17/07/2013.

AND WHEREAS, 1) Mr. Shivaji Bhiwa Jadhav (for self and karta of HUF), 2) Mrs. Alka Shivaji Jadhav, 3) Mr. Ganesh Shivaji Jadhav, 4) Mrs. Urmila Yuvraj Dhore, 5) Mrs. Seema Dhananjay Khilari, 6) Mrs. Deepali Abhishek Chindarkar, 7) Mr. Shrihari Bhiwa Jadhav (for self and karta of HUF), 8) Mrs. Nirmala Shrihari Jadhav, 9) Mr. Pravin Shrihari Jadhav, 10) Varsha Shrihari Jadhav, 11) Komal Shrihari Jadhav, 12) Mr. Ankush Bhiwa Jadhav (for self and karta of HUF), 13) Mrs. Sangita Ankush Jadhav, 14) Ankita Ankush Jadhav, 15) Bhushan Ankush Jadhav (no. 14 & 15 through their guardian father Mr. Ankush), 16) Mrs. Chandrabhaga Ramchandra Kamthe all together granted development

rights in respect of their proportionate 1/4 share admeasuring to the extent of 00 H. 27.75 R. i.e. 2775 sq.mtrs. or thereabout out of total area of S.No. 56 of village Bavdhan Budruk together with right to use 12 mtr. wide road from and out of S.No. 55/4 unto and in favour of M/s. Karan Developers through its partner Mr. Sunil Shankarrao Jadhav by development agreement dated 30/12/2013 which is duly registered in the office of Sub-Registrar Haveli No. 4 Pune at Sr.No. 11412/2013 dated 30/12/2013 coupled with irrevocable power of attorney which is also registered in the same office at Sr.No. 11413/2013 dated 30/12/2013.

AND WHEREAS, Mr. Mohan Mahadeo Jadhav (for self and karta of HUF), 2) Mrs. Sulochana Mohan Jadhav, 3) Mr. Rahul Mohan Jadhav, 4) Mrs. Vidya Rahul jadhav, 5) Atharva Rahul Jadhav, 6) Arya Rahul Jadhav (no. 5 & 6 through their guardian father Mr. Rahul), 7) Mr. Sachin Mohan Jadhav, 8) Mrs. Sarika Sachin Jadhav, 9) Vedant Sachin Jadhav through his guardian father Mr. Sachin and 10) Chaya Sunil Shinde all together sold and conveyed their proportionate share admeasuring to the extent of 00 H. 06.9375 R. i.e. 693.75 sq.mtrs. or thereabout out of total area of S.No. 56 of village Bavdhan Budruk together with right to use 12 mtr. wide road from and out of S.No. 55/4 unto and in favour of M/s. Karan Developers through its partner Mr. Sunil Shankarrao Jadhav by sale-deed dated 10/07/2013 which is duly registered in the office of Sub-Registrar Haveli No. 4 Pune at Sr.No. 6135/2013 dated 11/07/2013.

AND WHEREAS, in the above circumstances, it is seen that M/s. Karan Developers through its partner Mr. Sunil Shankarrao Jadhav have acquired development and construction rights in respect of the portion of land admeasuring to the extent of 10406.25 sq.mtrs. (equivalent to 01 H. 04.0625 R.) from its owners by various development agreements and power of attorneys mentioned above and have acquired ownership right of the portion of land admeasuring to the extent of 693.75 sq.mtrs. (equivalent to 00 H. 06.9375 R.) of Survey No. 56 of village Bavdhan Budruk, Tal. Mulshi, Dist. Pune and which is more particularly described in **SCHEDULE (A)** hereunder written (hereinafter referred to as "**THE PROJECT LAND**"). Thus, the present promoter/owner, M/s. Karan Developers is entitled to the entire right, title, interest for development and construction and sale in respect of total aggregating area of 01 H. 11 R. equivalent to 11100 sq.mtrs. or thereabout of S.No. 56 lying and situate at village Bavdhan Budruk, Tal. Mulshi, Dist. Pune, in accordance with the terms and conditions contained in the Development Agreements/Power of Attorneys.

AND WHEREAS, the promoter prepared proposed layout and building layout which is duly approved by Asst. Director of Town Planning, Pune Branch, Pune vide its order no. Layout/NABP/Mouje Bavdhan Bd./Tal.Mulshi/S.No. 56/SSPU/3273, dated 05/06/2014 and subsequently the Collector Pune (Revenue Branch) granted NA Permission to the said property vide its order no. PMA/NA/SR/127/14, dated 22/01/2015.

AND WHEREAS, the promoter has obtained Environmental Clearance Certificate issued by Principal Secretary, Environment Department & MS, SEIAA on 23/02/2015 under no. SEAC-III2014/C.R.153/TC-3.

AND WHEREAS, the Developer for self and attorney holder on behalf of original owners have handed over and transferred the area shown under amenity space admeasuring to the extent of 1665 sq.mtrs. to Commissioner and Chief Executive Officer, Pune Metropolitan Regional Development Authority Pune (PMRDA) vide Document No. 1494/2016 dated 16/02/2016 duly registered with the office of Sub-Registrar Haveli No. 19 and the name of the PMRDA Pune has mutated on 7/12 extract vide M.E. No. 6009. The Developer, after obtaining FSI in respect of amenity space as mentioned above, prepared revised building layout which is duly approved by PMRDA Pune vide its commencement certificate no. BMU/MOUJE BAVDHAN BK./S.NO.56/CASE NO. 760/16-17 dated 24/10/2016.

AND WHEREAS, the developer for self and attorney holder on behalf of original owners have executed deed of mortgage on 01/07/2015 for proposed built-up area admeasuring 693.75 sq.mtrs. from and out of total area 10406.25 sq.mtrs. in favour of DCB Bank Ltd., Branch J.M.Road, Shivajinagar Pune through Pritesh Satish and have availed loan of Rs. 12,00,00,000/- (Rupees Twelve Crores Only) against the said mortgage deed. The said mortgage deed is duly registered in the office of Sub-Registrar Haveli No. 4 Pune at Serial No. 7796/2015. The Developer has been regularly repaying the said loan along with interest thereon.

AND WHEREAS, the developer has availed loan of Rs. 7,00,00,000/- (Rupees Seven Crores Only) from DCB Bank Ltd., Branch J.M.Road, Shivajinagar Pune through Hemant Vinayak Komdarkar against mortgage of properties bearing Flat No. A/106 to A/1107 of Building No. A, Flat Nos. B/102 to B/1107 of Building No. B and the portion of land admeasuring 563.81 sq.mtrs. out of S.No. 329/A/1 of village Bavdhan Bd., by mortgage deed dated 28/04/2017 which is duly registered in the office of Sub-Registrar Haveli No. 22 at Serial No. 4434/2017.

AND WHEREAS, the promoter had commenced and completed the construction work of Wing/Building No. A in accordance with the sanction plans of PMRDA Pune which comprises of parking + podium + 11 upper floors having total 88 (eighty eight) flats and have obtained part completion in respect of the said Wing/Building No. A issued by PMRDA Pune on 14/06/2017 vide outward no. BMU/Mouje Bavdhan Budruk/S.No.56/Case No. 1380/15-16. (Copies of Commencement Certificate/s are annexed as **Annexure-E** and Copy of Completion Certificate is annexed as **Annexure-F** herewith)

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

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

AND WHEREAS, the Promoter has proposed to construct on the project land in two phases out of which first phase shall comprise of Building A having parking + podium + 11 upper floors having total 88 (eighty eight) flats and Building B having parking + podium + 11 upper

floors having total (94) flats out of which construction of Building A is completed in accordance with the sanction plans of PMRDA Pune and the Promoter has obtained part completion certificate from PMRDA Pune in respect of Building A on dated 14/06/2017 vide outward no. BMU/Mouje Bavdhan Budruk/S.No.56/Case No. 1380/15-16 and as on today Building B is under construction and the second phase shall comprise of Building C having parking + 3 upper floors having total (12) flats proposed to be constructed by the promoter.

AND WHEREAS, the promoter has already commenced the construction of first phase comprising of Building A having parking + podium + 11 upper floors having total 88 (eighty eight) flats and Building B having parking + podium + 11 upper floors having total (94) flats out of which construction of Building A is completed in accordance with the sanction plans of PMRDA Pune and the Promoter has obtained part completion certificate from PMRDA Pune in respect of Building A on dated 14/06/2017 vide outward no. BMU/Mouje Bavdhan Budruk/S.No.56/Case No. 1380/15-16 and as on today Building B is under construction.

AND WHEREAS, the Allottee/s is/are offered an Apartment bearing number _____ on the _____ floor, (hereinafter referred to as the said 'Apartment') in **Building '_____'** of the project called **KARAN SUNCOAST** (hereinafter referred to as the said 'Building') being constructed in the phase of the said project, by the Promoter.

AND WHEREAS, the Promoter has entered into a standard agreement with an Architect Mr. Prakash Kulkarni (License No. CA/98/22909) registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

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

AND WHEREAS, the Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter has entered into standard agreement with the said structural engineer and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.

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

AND WHEREAS, on demand from the allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Mr. Prakash Kulkarni (License No. CA/98/22909) having office at Off. Ghole Road, Shivajinagar, Pune 411 005 and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder.

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

AND WHEREAS, the authenticated copies of floor plan of the apartment as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure-C**.

AND WHEREAS, the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**.

AND WHEREAS, the authenticated copies 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-D**.

AND WHEREAS, the Promoter has got completion certificate in respect of Building A comprising of total 88 flats from PMRDA Pune on 14/06/2017 as mentioned afore said and some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections of Building B and shall obtained the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of Building B.

AND WHEREAS, while sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and Building B under construction and upon due observance and performance of which only the completion or occupancy certificate in respect of Building B shall be granted by PMRDA Pune.

AND WHEREAS, the Promoter has accordingly commenced and completed construction of Building A in accordance with the sanction plans of PMRDA Pune and have obtained part completion from PMRDA

on 14/06/2017 in respect of Building A and the Promoter has commenced construction of Building B in accordance with the said proposed plans.

AND WHEREAS, after verifications and inspections of all the title documents of the Promoter in respect of the said project and after fully satisfied himself/herself/themselves, the Allottee/s has/have applied to the Promoter vide his/her/their application dated _____ for allotment of an **Apartment No. _____ on _____ floor in Building _____** being constructed in the first phase of the said project.

AND WHEREAS, the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.

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

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

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

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase the Apartment and the covered parking.

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

1. The Promoter has completed the construction work of Building A and have obtained part completion certificate from PMRDA Pune on 14/06/2017 in respect of Building A containing parking + podium + 11 upper floors having total 88 flats and shall construct the Building B consisting of parking + podium + 11 upper floors containing total 94 flats on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1(a) (i) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment No. _____ of the type _____ of carpet area admeasuring _____ sq.metres and adjoining enclosed balcony carpet area admeasuring _____ Sq.Mtrs. and adjoining terrace carpet area admeasuring _____ Sq.Mtrs. and carpet area of wash area admeasuring _____ Sq.Mtrs. and along with exclusive right to use one covered parking space no. _____ on ground/podium in the Building _____ (hereinafter referred to as **"the Apartment"**) as shown in the Floor plan thereof hereto annexed and marked **Annexure C and C-1** for the lump sum consideration of Rs. _____/- (Rupees _____ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) On the request of the Allottee/s, the Promoter agrees to allot to the Allottee/s one covered parking space bearing no. _____ on ground/podium.

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

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

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

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

iii. Amount of Rs. _____/- (Rupees _____ Only) (10% of the total consideration) to be paid to the Promoter on completion of 2nd slab of the building in which the said Apartment is located.

iv. Amount of Rs. _____/- (Rupees _____ Only) (10% of the total consideration) to be paid to the Promoter on completion of 4th slab of the building in which the said Apartment is located.

v. Amount of Rs. _____/- (Rupees _____ Only) (5% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building in which the said Apartment is located.

vi. Amount of Rs. _____/- (Rupees _____ Only) (5% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

vii. Amount of Rs. _____/- (Rupees _____ Only) (5% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

viii. Amount of Rs. _____/- (Rupees _____ Only) (5% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

ix. Amount of Rs. _____/- (Rupees _____ Only) (10% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

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

1(d) In addition to the afore said agreed consideration of the said apartment, the Allottee/s hereby agree/s to pay Stamp Duty including Local Body Tax (LBT) (if any), Registration Charges, Goods and Service Tax (GST), Maintenance Charges for first 12 months from the date of receiving possession of the said apartment and other duties, cesses, charges, levies of whatsoever in nature are levied by the Central/State/Semi-Govt., Corporation and/or any other authority or authorities on the sale of the apartment etc. and/or any of the incidents of this transaction including LBT (if any), GST, Tax on transfer of property in goods involved in works contracts, etc. then the Allottee/s shall be liable to pay the same immediately on the demand of the Promoter, to the Promoter before the possession of the apartment/s. The Promoter shall not be liable to pay the same. The Allottee/s shall keep the Promoter indemnified from all such liabilities/taxes/cesses/duties etc. The Allottee/s has/have hereby agreed to execute separate indemnity bond/s for additional liability, before taking possession of the said apartment/s. That the Allottee/s agreed to pay the amount/s towards GST to the Promoter on every installment/s as mentioned in the payment schedule hereinabove on due or payment basis, whichever is earlier.

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.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any

reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

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

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

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 11852.38 square meters only and Promoter has planned to utilize Floor Space Index of 5225.44 sq.mtrs. for Building A of first phase and Floor Space Index of 6095.94 sq.mtrs. for Building B of first phase i.e. aggregating total FSI of 11321.38 sq.mtrs. by FSI available on payment of premiums as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 531 sq.mtrs. as proposed to be utilized by him for second phase comprising of Building C on the project land in the said Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

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

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

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure-D** annexed hereto.

6. The Promoter shall give possession of the Apartment of Building A to the Allottee/s immediately on receipt of entire agreed consideration and/or any other dues payable under this agreement, since the said building A is already completed and the promoter has already obtained part completion certificate of the said Building A from PMRDA Pune.

That the Promoter shall give possession of the apartment situated in Building B on or before 31st December, 2018 and receipt of the entire agreed consideration and any other dues payable under this agreement. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his/her/their control and of his/her/their agents by the afore said date, then the Promoter shall be liable on demand to refund to the Allottee/s, the amount/s already received by him/her/them in respect of the Apartment with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

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

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

7.3 Failure of Allottee to take Possession of Apartment :- Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

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

(ii) The Developer specifically discloses that, the manufacturers of certain appliances, equipments, standard fittings, machineries including generator set for backup, STP, electric pumps, waste management plants, lifts, Gas line if any, security equipments if any, electronic equipments if any, Solar System if any, Gym equipments if any, Garbage Chute, etc will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Developer is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

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

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

(v) Provided further that the Allottee/s shall not carry out alterations of whatsoever nature in the said Apartment or in the fittings therein, in particular. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring / Dado) in the Toilets/Kitchen as this may result in seepage of the water. If any of such work is carried out

without the written consent of the Developer, the defect liability shall become void.

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

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

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

9.1 The Promoter shall, within three months from the date of issue of occupancy certificate and/or completion certificate and receipt of entire agreed consideration from all the allottee/s, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government

water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building the afore said deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

9.4 In the event of conveyance and handing over the project to the Ultimate Organization or Society or Association, as the case may be, before sale and disposal of all the unsold apartment/s in the said project, all the powers and authorities and rights, title in respect of unsold apartment/s with the Promoter and shall have right to sale the unsold apartment/s and to receive consideration thereof. It is specifically agreed between the parties hereto that for the unsold apartments / tenements / units the Developer herein shall and will not be liable or required to contribute towards the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold tenements nor will be Promoter or the new incoming Allottee/s be liable and required to pay any transfer charges, premium, etc.

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

11. At the time of registration of conveyance of the structure of the building, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building of the building. 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. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except the project loan availed by promoter from DCB Bank Ltd., J.M.Road Branch, Pune and mentioned hereinabove and disclosed in the title report. In terms of mortgage deed, the DCB Bank Ltd. has issued the NOC on the request and demand of the Promoter at the time of selling of the present apartment in the said project and which is annexed as **Annexure-H** herewith;
- iv. There are no litigations pending before any Court of law with respect to the project land or project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land, building and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

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

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

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the project land along with structure of building is transferred and conveyed to the Society or Association or Limited Company, as the case may be;

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

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

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

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

iii. To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

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

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

ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.

x. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

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

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

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

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

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

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case

of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY

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

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

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

26. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

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

Notified Email ID : _____
M/s. Karan Developers (Promoter Name)
Swojas Capital, Office No. 101, 2nd Floor,
Law College Road, Erandwana, Pune-411004,(Promoter Address)
Notified Email ID : contact@karandevlopers.com

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

28. JOINT ALLOTTEES

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

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

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

31. GOVERNING LAW

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

32. STAMP DUTY CALCULATION

The aggregate consideration of the said Apartment is Rs._____-/- as stated above and whereas Govt. ready reckoner value of the said apartment for the purpose of Stamp Duty as per the Bombay Stamp Act 1958 Schedule-1, Article 25(d) is Rs._____-/- as calculated herein under. The Allottee/s herein has/have paid stamp duty along with appropriate registration fees herewith on the amount of Rs._____-/-. That for the purpose of payment of stamp duty, the built-up area of the said apartment has been calculated on basis of the carpet area of the said apartment i.e. carpet area x 1.2 = built-up area, as per guidelines given in the Government Ready Reckoner.

STAMP DUTY CALCULATION

1)	Type of premises	Residential
2)	Flat / Apartment	Apartment
3)	Total Floors of the Building	_____
4)	Lift is provided or not	YES
5)	Floor of the premises/ Apartment	_____ Floor
6)	Carpet Area of the Apartment	_____ sq.mtrs.
7)	Carpet Area of Attached Terrace	_____ sq.mtrs
8)	Carpet Area of Attached Enclosed Balcony	_____ Sq.mtrs
9)	Carpet Area of Attached wash area	_____ Sq.mtrs
10)	Covered Car Parking	_____ sq.mtrs
11)	Govt. rate of apartment per sq.mt.	Rs. _____/- per sq. mtrs.
12)	Govt. Ready Reckoner Value of the Apartment	Rs. _____/-
13)	Agreed Consideration as per Agreement	Rs. _____/-
14)	Stamp Duty amount	Rs. _____/-
15)	Registration fees	Rs. _____/-

33. DETAILS OF SCHEDULE AND ANNEXURES TO THIS AGREEMENT

DETAILS OF SCHEDULES

SCHEDULE	PARTICULARS
Schedule - A	Description of Project Land
Schedule - B	Description of Apartment and Covered Parking
Schedule - C	Common Area/s to the project
Schedule - D	Common Facilities to the project

DETAILS OF ANNEXURES

ANNEXURE	PARTICULARS
Annexure - A	Title Report
Annexure - B	Authenticated copies of extract Village Forms VI or VII and XII showing nature of the title of the Owner/Promoter to the project land
Annexure – C	Authenticated copies of floor plan of the apartment
Annexure – C-1	Authenticated copies of the plans of the Layout as approved by the concerned Local Authority
Annexure - D	Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s as approved by the concerned local authority
Annexure - E	Copies of Commencement Certificates
Annexure - F	Copy of Completion Certificate
Annexure – G	Amenities for the Apartment
Annexure – H	Copy of NOC issued by DCB Bank Ltd.
Annexure - I	Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority

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

**SCHEDULE (A) ABOVE REFERRED TO
(Description of the freehold project land)**

All that piece and parcel of the property lying and situate at village Bavdhan Budruk, Taluka Mulshi, District Pune, within the local limits of Grampanchayat Bavdhan Budruk, Taluka Panchayat Samiti Mulshi, Zilla Parishad Pune and also within the jurisdiction of Sub-Registrar, Haveli, Pune bearing Survey No. 56, admeasuring 01 H. 10 R. + pot kharaba 00 H. 01 R. i.e. total area admeasuring 01 H. 11 R. i.e. 11100 Sq.Mtrs. or thereabout, assessed at Rs. 12-50 Ps. or thereabout and same is bounded as follows

On or towards EAST	::	By Ram River.
On or towards SOUTH	::	By Survey No. 57.
On or towards WEST	::	By 12 mtr. wide approach road from and out of Survey No. 55/4.
On or towards NORTH	::	By S.No. 55/4.

**SCHEDULE (B)
(Description of the Apartment and Covered Parking (if applicable)
along with boundaries in all four directions)**

Apartment No. _____ in Building-_____ on _____ Floor, admeasuring carpet area _____ Sq.Mtrs. and adjoining enclosed balcony carpet area admeasuring _____ Sq.Mtrs. and adjoining terrace carpet area admeasuring _____ Sq.Mtrs. and carpet area of wash area admeasuring _____ Sq.Mtrs. and along with exclusive right to use one covered parking space no. _____ on ground/podium floor in the project known as 'KARAN SUNCOAST' constructed on the property more particularly described in the First Schedule hereinabove mentioned. The said apartment is bounded as follows :-

On or towards EAST	::	By
On or towards SOUTH	::	By
On or towards WEST	::	By
On or towards NORTH	::	By

**SCHEDULE (C)
(Here set out the nature, extent and description of common areas of the project)**

1. Elegant landscaped garden.
2. Club House with Party Lawn and Indoor games.
3. Open Air Stage and Ampitheatre.
4. Children Play Area.
5. Senior Citizen County.
6. Compound wall for entire project.
7. Elegant entrance gate.
8. Decorative entrance lobby.
9. Water Tanks and STP Tanks.
10. Passages.
11. Staircases.

- 12. Lobbies.
- 13. Internal Ramps and Roads.

SCHEDULE (D)
(Common Facilities to the project)

- 1. Ample plantation and dazzling flower beds inside the entire project.
- 2. Rain Water Harvesting.
- 3. Solar Water Heating System.
- 4. Vermi composting systems for garbage treatment.
- 5. Well equipped gymnasium.
- 6. CCTV surveillance system covering all common areas.
- 7. School bus waiting stop.
- 8. Fire fighting system.
- 9. Generator backup for all common areas.
- 10. 3 lifts of reputed make with generator backup for each building.
- 11. Attractive LED lights for common area and around the buildings.
- 12. Water level control system with standby pump.
- 13. Name Board displaying the names of all the apartment holder/s.

SIGNED AND DELIVERED BY THE WITHIN NAMED
PROMOTER / OWNERS / CONSENTING PARTIES-

Name and Signature	Thumb Impression	Photo
M/s. Karan Developers Through its partner Mr. Sunil Shankarrao Jadhav (for self as promoter and being POAH on behalf of owners/consenting parties no. 1 to 66)		

In the presence of WITNESSES :

1.

Name _____

Signature _____
2.

Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE/S -

Name and Signature	Thumb Impression	Photo
Mr./Mrs. _____		
Mr./Mrs. _____		

In the presence of WITNESSES :

1.

Name _____

Signature _____
2.

Name _____

Signature _____

**ANNEXURE (A)
TITLE REPORT**

S.V.Kolsepatil, Advocate
Office No. 206, 3rd Floor,
Lunawat Plaza, Shivajinagar,
Pune 411 005.

Title Report

This is to certify that I have investigated the title to the property which are more particularly described in the Schedule hereunder written and have perused title deeds and certify that in my opinion the title of M/s. Karan Developers through its partner Mr. Sunil Shankarrao Jadhav and others, the Owners/Vendors are having good, clear and marketable and free from encumbrances, charges and/or claims except the project loan availed by developer from DCB Bank Ltd., J.M.Road Shivajinagar Branch Pune and on the strength of development agreements and power of attorneys, they are entitled to construct/develop/sale/transfer the said property and/or flats to be constructed thereupon, subject to necessary NOC from DCB Bank Ltd. in terms of mortgage deeds.

**SCHEDULE ABOVE REFERRED TO
(Description of property)**

All that piece and parcel of property lying and situate at village Bavdhan Budruk, Taluka Mulshi, District Pune, within the local limits of Grampanchayat Bavdhan Budruk, Taluka Panchayat Samiti Mulshi, Zilla Parishad Pune and also within the jurisdiction of Sub-Registrar, Haveli, Pune bearing Survey No. 56, admeasuring 01 H. 10 R. + pot kharaba 00 H. 01 R. i.e. total area admeasuring 01 H. 11 R. i.e. 11100 Sq.Mtrs. or thereabout, assessed at Rs. 12-50 Ps. or thereabout.

Place : Pune

Dated 14th July 2017

(Sd/-)

S. V. Kolsepatil, Advocate

ANNEXURE (B)

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

ANNEXURE (C)

(Authenticated copies of floor plan of the apartment)

ANNEXURE (C-1)

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE (D)

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s as approved by the concerned local authority)

Structure and Masonry

- * Earthquake resistant RCC frame structure.
- * 6" thick siporex brickwork for external walls and 4" brickwork for internal walls.
- * External wall sand faced plaster and superfine POP for internal walls.

Electrification

- * Concealed frame retained copper wiring with good quality designer modular switches along with MCB and distribution board.
- * Adequate electrical points for entire apartment.
- * A/c point in master bedroom.
- * TV and telephone points in living and master bedroom.
- * Electrical and plumbing provision for washing machine in dry balcony.

Kitchen

- * Kitchen platform with black granite top and stainless steel sink.
- * Colour glazed dado tiles above kitchen platform up to lintel level.
- * Anti Cockroach traps for kitchen outlets.

Flooring

- * Vitrified tiled flooring in living, kitchen and bedrooms.
- * Antiskid ceramic flooring in attached terraces, dry balcony and toilets.
- * Colour glazed dado tiles upto lintel level in all toilets.

Doors

- * Decorative main door with high quality fittings and latch lock of europa or equivalent make.
- * High quality flush doors with plywood frames and standard hardware fittings.
- * Waterproof flush doors with granite frames for all toilets.

Windows

- * 3 track powder coated aluminium sliding windows with mosquito net.
- * Aluminium sliding door for terrace adjoining living room/bedroom.
- * oil painted M.S.safety grills.
& Granite sill for all windows.

Plumbing and Sanitary

- * Electrical and plumbing provision for water heater and exhaust fans in all toilets.
- * Designer toilets with concealed plumbing along with jaquar or equivalent make CP fittings.
- * Glazed/ceramic tiles dado up to lintel level.
- * Good quality sanitary fittings.

Painting

- * Weatherproof paint 'Apex' for exteriors.
- * OBD for internal walls.
- * Oil paint for all window grills and railings.

ANNEXURE (E)

(Copies of Commencement Certificates)

ANNEXURE (F)

(Copy of Completion Certificate)

ANNEXURE (G)

(Amenities for the Apartment)

1. Safety window grills.
2. Individual name plate and letter box for apartment

ANNEXURE (H)

(NOC issued by DCB Bank Ltd.)

ANNEXURE (I)

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

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

I say received.

The Promoter/s.

Corporate Office : Swojas Capital, Second Floor, Office No.101, S. No. 51B + 127 / 2, Above Tata Motors, Shantisheel Society, Law College Road, Erandwane, Pune 411004
 Tel : 93 25 63 96 93 / 77 74 06 61 93
 (020) 25 45 96 62 / 25 45 60 17
 E-mail: contact@karandevelopers.com



ALLOTMENT LETTER

Date: _____

To,

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

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

Sir/Madam,

We thank you for your Application dated _____ addressed to M/s. Karan Developers and for the payments required for the purpose of allotment of your chosen apartment. You have submitted your above referred application (said "APPLICATION") to us for allotment of an apartment as detailed below (said "APARTMENT") along with one covered Parking.

Particulars	Details
Apartment No	
Area	Sq. Mtrs (Carpet)
Enclosed Balcony (If any)	Sq. Mtrs
Balcony (If any)	Sq. Mtrs
terrace (if any)	Sq. Mtrs

Covered Parking Space (if any)	Sq.Mtrs
Name of the Project	KARAN SUNCOAST
Address of the Project	S.No. 56, Bavdhan Budruk, Taluka Mulshi, District Pune

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

By this Allotment Letter you are hereby allotted the said Apartment along with one covered parking subject to the terms and conditions mentioned herein below:

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

Sr. No	Details	Amount in Rupees
1	Lumpsum consideration of the said Apartment including proportionate price of the common area and facilities appurtenant to the said Apartment	
	Less : Income Tax TDS	
	Balance Consideration	
2	Stamp duty (including LBT, if applicable)	
3	Registration fees	

4	Applicable GST	
5	Maintenance cost for first 12 months from the date of possession of the apartment, as the case may be.	
6	Legal expenses for formation of the Society / Association.	
	Total	

We have received from you an amount of Rs. _____/- (Rupees _____ only) by a cheque dated _____ bearing No. _____ drawn on _____ Bank, Branch _____, towards advance payment (said "**ADVANCE PAYMENT**") and we have issued you a receipt in that regard.

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

Other Terms and conditions of allotment of the said apartment.

1. The amount of stamp duty, registration fees including LBT (if any), GST and TDS are subject to change depending on government policy. You shall pay the amounts towards stamp duty, registration fee including LBT (if any), prior to registration of the said Agreement as and when demanded by us. You shall pay the applicable GST on each of the installment payable to us and shall pay TDS if applicable of your own and give us certificate in that regard.

2. We have handed over to you "Copy of Draft of Agreement to Sell" along with enclosures in respect of the said Apartment, fixtures and fitting of the said Apartment and common facilities and amenities or common area of the above said project and you shall be following the terms and conditions of the agreement to sell.
3. You shall approach us on the mutually fixed date to execute the said Agreement. Thereafter, within a period of 30 (thirty) days you shall make yourself available for registration of the said Agreement as and when intimated by us. In case you fail to execute and register the said agreement within a 30 (thirty) days from the date of execution of the said Agreement, we shall be entitled to cancel allotment of the said Apartment to you by cancelling this Allotment Letter by giving written notice of 15 (fifteen) days.
4. If you intend to cancel allotment of the said Apartment, you shall submit to us "Application for Cancellation of Allotment" in our prescribed format along with original copies of receipt/s issued by us a duly notarized affidavit -cum - indemnity in our prescribed format at your own cost.
5. In case of cancellation of allotment of the said Apartment by you, as detailed above, we shall be entitled to deduct an amount of Rs.20,000/- (Rupees Twenty Thousand Only) from the above said Advance payment and refund

the balance of the same to you without any interest thereon (said "REFUND AMOUNT")

6. If there are more than one Allottee, the cheque of the said Refund Amount shall be drawn in favour of the person from whose account we have received the same.
7. Once the allotment of the said Apartment to you, is cancelled as above, you shall cease to have any claim on the said Apartment and we shall be entitled to dispose of the same at our own discretion.

Thanks and regards

For M/s. Karan Developer's
For KARAN DEVELOPERS


PARTNER

(Mr. Sunil Shankarrao Jadhav)

SCHEDULE A

Payment Schedule of balance amount

- i. Amount of Rs. _____/- (Rupees _____ Only) (20% of the total consideration) to be paid to the Promoter after the execution of this Agreement.
- ii. Amount of Rs. _____/- (Rupees _____ Only) (15% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building in which the said Apartment is located.
- iii. Amount of Rs. _____/- (Rupees _____ Only) (10% of the total consideration) to be paid to the Promoter on completion of 2nd slab of the building in which the said Apartment is located.
- iv. Amount of Rs. _____/- (Rupees _____ Only) (10% of the total consideration) to be paid to the Promoter on completion of 4th slab of the building in which the said Apartment is located.
- v. Amount of Rs. _____/- (Rupees _____ Only) (5% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building in which the said Apartment is located.
- vi. Amount of Rs. _____/- (Rupees _____ Only) (5% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- vii. Amount of Rs. _____/- (Rupees _____ Only) (5% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- viii. Amount of Rs. _____/- (Rupees _____ Only) (5% of the total consideration) to be

paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

ix. Amount of Rs. _____/- (Rupees _____ Only) (10% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

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

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

Notes:

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

Acceptance of allotment of the said Apartment

I/We hereby acknowledge to have checked the said Disclosures and have received a CD containing the above said documents and information. I/We also have received a copy of above said Draft Copy of Agreement to Sell along with enclosures.

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

(Name and signature of the Allottee No.1)

(Name and signature of the Allottee No.2)

For KARAN DEVELOPERS

PARTNER

Acceptance of allotment of the said Apartment

I/We hereby acknowledge to have checked the said Disclosures and have received a CD containing the above said documents and information. I/We also have received a copy of above said Draft Copy of Agreement to Sell along with enclosures.

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

(Name and signature of the Allottee No.1)

(Name and signature of the Allottee No.2)

For KARAN DEVELOPERS

PARTNER