

DONE

02/24

SBI - RACPC Mumbai South (Chinchpokali) (17889)

New 3182-23

HLST / HLC / BST		New / Resale	New Home Loan
Branch Name	A.K. Maidan	Takeover	
Branch Code	01885	Top Up / LAP / Edu. Loan	
Branch/HLST/HLC	Name	PF No. / HLC Code	Mobile No. & Email Id
BST	Koushik Dutta.		U/C MAHESH
AMT	1 / 2 / 3	Processing Officer	
Applicant(s)	1	2	3
Name	MUKESH Mehta.	Rekha Mehta.	
Mobile No.	9820402705	9833294468	
Email Id			
CIF No.	71425567522	91425567312	
Loan Type	NEW # Home Loan / HL Top Up / LAP / Education Loan		
Term Loan		Rinraksha/Shield	Rs.
Maxgain		Property Insurance	Rs. P - 521 00030072
NRI		PMAY	Yes / No
Builder Tie-Up	Yes / No	If Yes, OPAS ID	
CRM No./RAAS No.		RLMS No. / LOS No.	
YLAPHL20242006784875		501240228030264	
Loan Amount	Rs. 40 Lakh	First Disbursement Amount	Rs.
Loan Tenure	Months	Moratorium	06 Months
Pre Sanction Survey (PSS) Reports			
	Name	Sent on	Received on
TVSR-1	... - 28/02/24		
TVSR-2	Vaishali Tambe		
Valuation-1	Thane - 28/02/24		
Valuation-2			
RO+ITR	Pranav - ITR - 28/02/24		
Property Inspection	28/02/24		

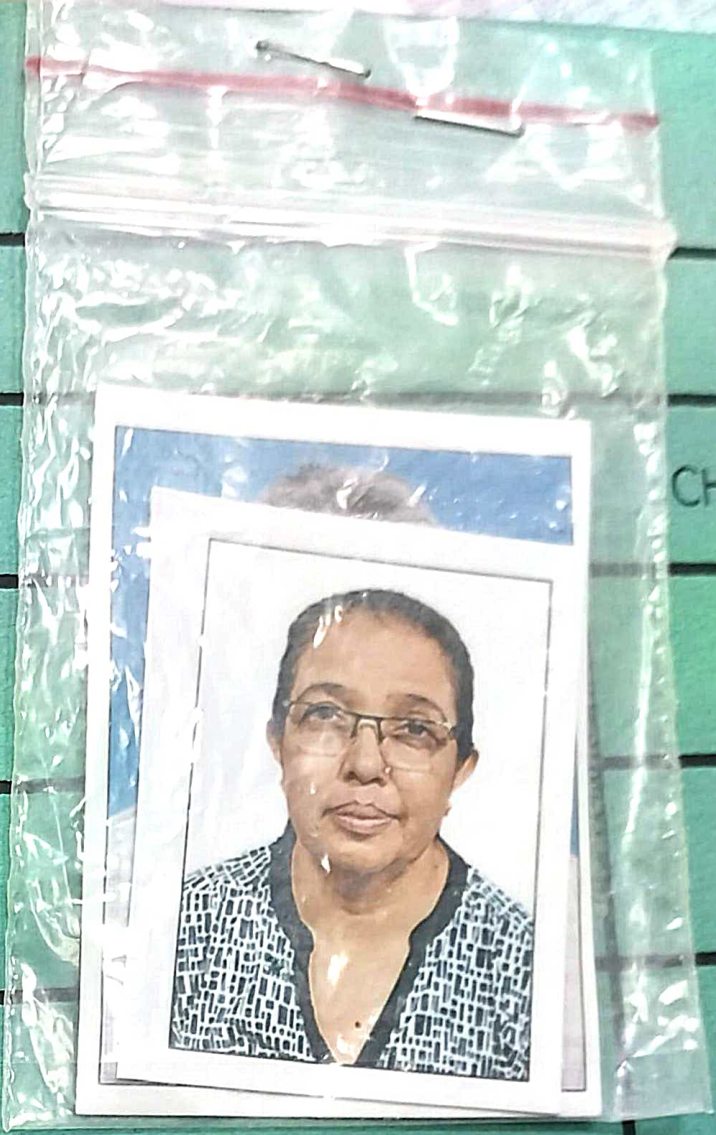
File Movement

COD	Data Entry	Processing Officer
	DONE	
Sanction	Documentation	Disbursement
		27/02/24
	Collateral No.	
	Cersai No.	
	EM Creation Date	

असुरक्षित लोन

UNPROTECTED LOAN

Sanctioning Off No



CHEQUE

A/c No.

Collateral No.

REFERRAL

COLLATERAL

U

AGREEMENT

This Agreement ("Agreement") is made and executed at Pune
on this _____ day of _____ 2021

KOLTE-PATIL PLANET REAL ESTATE PRIVATE LIMITED

(PAN -AAECJ7737J)

(Formerly known as Jasmine Real Estate Private Limited)

(CIN No. U70200PN2020PTC189866)

A company incorporated under the provisions of the Companies Act, 2013
Having it's registered office at - Office No. 205+206A+B+C, FP No. 188, City
Point, Dhole Patil Road, Pune - 411001, Represented by its Authorized
Signatory- Mr. Nelson Misquith (AadharNo.931416714862) Authorized vide
Board Resolution dated 23rd December 2020

... ..Hereinafter referred to as the "**PROMOTER**"

(which expression shall unless repugnant to the context or meaning thereof be
deemed to mean and include its successors-in-title and assigns) of the **FIRST
PART**

AND

KOLTE-PATIL INTEGRATED TOWNSHIPS LIMITED (PAN- AABC15807K)

(Formerly known as KOLTE PATIL I-VEN TOWNSHIPS (PUNE) LIMITED)

(CIN No.U70102PN2005PLC140660),

A Company incorporated under the provisions of Companies Act, 1956 Having
its registered Office at- Survey No. 74, Marunji Hinjewadi-Marunji-Kasarsai
Road, Taluka Mulshi, District Pune 411057 Represented by its Authorized
Signatory- Mr. Nelson Misquith (AadharNo.931416714862) Authorized vide
Board Resolution dated 19th October 2011

... ..Hereinafter referred to as the "**CO-PROMOTER**"

(which expression shall unless repugnant to the context or meaning thereof be
deemed to mean and include its successors-in-title and assigns) of the **SECOND
PART**

A N D

1. MR. _____ (PAN NO. _____)
AADHAR NO. _____

AGE: ____ YEARS

OCCUPATION: _____

2. MRS. _____

AADHAR NO. _____

AGE: ____ YEARS

(PAN NO. _____)

OCCUPATION: _____

RESIDING AT: _____

_____ Hereinafter referred to as the "ALLOTTEE/S"
(which expression shall unless it be repugnant to the context or meaning
thereof mean and include his/her/their heirs, executors, administrators
successors-in-interest and permitted assignees) of the **THIRD PART**

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

WHEREAS:

- A. The Co-Promoter has vide various Development Agreements read with the Powers of Attorney executed by the present Owners, received development rights in respect of parcels of land admeasuring approximately 1607777.50 sq.mtrs or thereabouts situate, lying and being at Villages Jambe, Were and Marunji, Taluka Mulshi, District Pune (more particularly described in the **First Schedule** hereunder written and hereinafter referred to as "**the Larger Land**");
- B. The aforesaid Development Agreements were earlier executed in the name of 'I-Ven Townships (Pune) Pvt. Ltd'. However, as per fresh Certificate of Incorporation dated December 28, 2005 consequent upon change of name issued by the Registrar of Companies, Karnataka, name of the Co-Promoter - I-Ven Townships (Pune) Pvt. Ltd. was changed to 'Kolte Patil I-Ven Townships (Pune) Pvt. Ltd'. Subsequently, the name of Kolte-Patil I-Ven Townships (Pune) Private Limited is also changed to 'Kolte-Patil I-Ven Townships (Pune) Limited', as per Fresh Certificate of Incorporation dated 13/12/2011 issued by Registrar of Companies, Maharashtra, Pune. Subsequently, the name of KOLTE-PATIL I-VEN TOWNSHIPS (PUNE) LIMITED is also changed to 'KOLTE-PATIL INTEGRATED TOWNSHIPS LIMITED', as per Fresh Certificate of Incorporation dated 19/07/2021 issued by Registrar of Companies, Maharashtra, Pune;

- C. By virtue of the aforesaid, the Co- Promoter is entitled to develop the Larger Land described in the First Schedule hereunder written;
- D. The Co-Promoter is desirous of constructing a Township Project on the Larger Land and for that purpose may acquire further tracts of land that are adjoining to the Larger Land with the intent of ultimately including such new lands to the layout of the Larger Land, subject to the necessary approvals being granted by the sanctioning Authorities;
- E. By Notification No.TPS/1804/Pune R.P.DCR/UD-13 dated 16-11-2005 issued by the Urban Development Department, under which Government of Maharashtra, has sanctioned Regulations for Development of Special Township in area under Pune Regional Plan thereby modifying the Regional plan and amending the Urban Development Department Notification No.1895/227/CR-26/95/UD-13 dated 25-11-1997 and all its modifications and utilize its full building potential for such user as may be permissible by law including commercial and residential user;
- F. By and under a Letter of Intent -I dated 07/06/2008 bearing reference No. PMH/KAVI/1286/2008 and subsequently under Letter of Intent-II dated 03/09/2014 bearing reference No. PMH/KAVI/758/2014 and subsequently under Letter of Intent-III dated 12/04/2018 bearing reference No. PMH/KAVI/677/2018 issued by the Revenue Branch of the Government of Maharashtra, Pune, the Larger land is notified as Township Project on the terms mentioned therein.
- G. As per Notification No.TPS/1806/53/Case No. 19/06/Navi-13 dated 28/04/2008 issued by Urban Development Department, Government of Maharashtra, in exercise of the powers conferred under Section 18(3) of The Maharashtra Regional Town Planning Act, 1966, the Government has granted permission and declared the project as a Special Township Project. Hence, as per the Regulation No.2 A of the Regulations under The Township Policy the Larger Land is deemed to have been automatically converted to non-agriculture use;
- H. By a Notification dated 26th December, 2016, the term "Special Township Project" was replaced by the term "Integrated Township Project" with effect from 22nd April, 2015. The term Special Township Project shall hereinafter be referred to as "Integrated Township Project" ("ITP");
- I. The Government of Maharashtra has amended the Township Policy from STP to ITP all further sanctions will be as per the prevailing rules and regulations of the ITP. The Co-Promoter has been given liberty to either continue the development of Township under the STP or migrate to ITP;

- J. In pursuance of the Notification dated 20th November 2018, bearing No. TPS-1818/1349/CR-229/18/20(4)/UD-13 and Notification dated 8th March 2019, bearing No. TPS-1816/CR-368/16/Part-I/DP-ITP/UD-13 issued by Urban Development Department, an application has been made by the Co-Promoter for migrating into ITP policy and the said application has been granted by PMRDA vide its Order bearing Reference No. BMU/Mouje Jambhe, Marunji, Nere/S.No. 74 and Others/Case No.112/19-20 dated 24/02/2020 for an area admeasuring 1581344.18 Sq.Mtrs.;
- K. The Co-Promoter has named the ITP as **"Life Republic"**;
- L. The Co-Promoter intends to develop the ITP in the form of various Sectors;
- M. The rules, regulations and policies applicable to ITP envisage that out of the Larger Land that is sanctioned for ITP, a certain fixed portion of the lands shall be reserved as open areas and the remaining portions shall be deemed to be developable areas under the ITP;
- N. Accordingly, Master Plan Sanction (PLU) in respect of the Larger Land has been sanctioned vide Order bearing No.PMH/NA/SR/371/08 dated 16/09/2010 and thereafter the said PLU has been revised six times due to addition of area/land. The six revised sanction orders are bearing No. PMH/NA/SR/417/10 dated 05/03/2011, Order bearing No. PMH/TS/SR/27/2012 dated 18/07/2012, Order bearing No. PMH/TS/SR/24/2015 dated 17/11/2015, Order bearing No. BMU/MoujeJambhe,Marunji,Nere/Sr.No. 74/2 and Others/Case No. 219/16-17 dated 26/04/2017,Order bearing No. BMU/Mouje Jambhe-Marunji, Nere /S.No. 74 and Others /Case No.663/18-19 dated 23/01/2019 and Order bearing No. BMU/Mouje Jambhe, Marunji, Nere/S.No. 74 and Others /Case No.112/19-20 dated 24/02/2020, by the Town Planning Authority/PMRDA (**"Proposed Land Use Map"**);
- O. The Promoter is required to annex all Revenue Records, Government Orders, title deeds, documents, papers, of entire Township property to each Agreement which is to be executed in favour of Allottees. Due to the said enclosures/Annexures, the Agreement is becoming voluminous and bulky and is also causing inconvenience at the time of Registration/Scanning of the document. Thereafter, as suggested by the Registering Authority, the Co-Promoter has executed two separate Declarations on 22/02/2012 and 21/04/2012, and has annexed all Revenue Records, Title Deeds, documents, plans Government Orders etc. to the said Declarations, which are registered at the Office of Sub-Registrar, Mulshi at Sr. Nos. 872/2012 and 2159/2012 on 27/02/2012

and 21/04/2012 respectively and which are part and parcel of these presents. At the request of the Allottee the Promoter shall handover a copy of the aforesaid Declarations alongwith the annexures thereto to the Allottee/s herein. Therefore, the said documents, orders and papers referred in these presents have not been annexed herewith. The Allottee/s has given his/her/their consent for not annexing those deeds and documents, as the purpose is sufficed.

- P. The Co-Promoter has obtained Environmental Clearance dated 6th September 2007 bearing Reference No. 21-111/2007-IA.III issued by the MOEF Government of India/Maharashtra in respect of the Larger Land read alongwith subsequent revisions dated 23rd April 2019 bearing Reference No. SEIAA-EC-0000001462 and dated 24th January 2020 bearing Reference No. SEIAA-EC-0000002328 issued by State Level Environment Impact Assessment Authority (SEIAA).
- Q. The Co-Promoter had applied for amendment/expansion due to additional FSI under the ITP policy in the month of October 2020 and the Co-Promoter has obtained the Environment Clearance on 13/01/2021 issued by Government of India Ministry of Environment, Forest and Climate Change (IA.III Section) bearing Reference No. F.No. 21-75/2020-IA-III;
- R. Under the terms of the policies applicable to ITP, the Co-Promoter is at liberty to change the land user of the Sectors as well as change the location of the Sectors identified under the Proposed Land Use Map whilst ensuring that the allocation of the users is in consonance with the rules, regulations and policies related to ITP;
- S. Further under the provisions of the prevailing Policies to be read with future policies that may be formulated from time to time, the Co-Promoter is required to and shall handover to the concerned Government bodies and authorities certain amenities, utilities, roads and infrastructure as and when required.
- T. On account of the vast and enormous layout of the said Larger Land, the Proposed Land Use Map has been divided into various Sectors.
- U. The Co-Promoter intends to develop one such sector i.e. Sector R10 which comprises of land bearing Survey Nos. 124/1/1(P), 124/1/2(P) and 124/2(P), admeasuring in aggregate 41,647.44 Sq.Mtrs.
- V. The Co-Promoter with the confirmation of the Landowner of Sector R10, has entrusted the development rights in respect of portion of land admeasuring 21,683.67 sq.mtrs. forming a part of Sector R10 in favour of the Promoter vide a Development Agreement dated 24/08/2020 registered at the Office of Sub-Registrar Mulshi-2 under Sr. No. 9634/2020 and

General Power of Attorney dated 24/08/2020 registered at the Office of Sub-Registrar Mulshi-2 under Sr. No. 9537/2020.

- W. The Co-Promoter with the confirmation of the Landowner of Sector R10, has decided to entrust the development rights in respect of balance portion of land admeasuring 19,953.77 sq.mtrs. forming a part of Sector R10 in favour of the Promoter and accordingly have executed a Memorandum of Understanding ('MOU') dated 19/12/2020 in favour of the Promoter. Subsequently Development Agreement dated 20/01/2021 and General Power of Attorney dated 27/01/2021 have been executed in respect of balance portion of land admeasuring 19,953.77 sq.mtrs. forming a part of Sector R10 in favour of the Promoter which is duly registered at the Office of Sub-Registrar Mulshi (Paud) under Sr. No. 965/2021 and 966/2021 respectively;
- X. By virtue of the aforementioned registered Development Agreements dated 24/08/2020 and 20/01/2021, the Promoter became entitled to develop the entire Sector R10 land admeasuring in aggregate 41,647.44 Sq.Mtrs.
- Y. In accordance with the terms of the Development Agreements dated 24/08/2020 and 20/01/2021, the Co-Promoter being the Project Proponent of the ITP, shall be procuring all the sanctions/approval of the building plans pertaining to the buildings to be constructed by the Promoter on the Project Land from the Pune Metropolitan Region Development Authority ("PMRDA").
- Z. The Promoter shall, at its own costs and expense and without any recourse to and/or liability casted on the Co-Promoter construct and develop the Sector R10/10th Avenue/ Universe Project. The Project shall be implemented / developed and driven by the Promoter alone subject to the compliance of terms of the Development Agreements dated 24/08/2020, dated 20/01/2021 and the Applicable Laws.
- AA. The Promoter by way of the aforesaid development rights, intends to undertake developement of Sector R10 under the name **"LIFE REPUBLIC/SECTOR R10/10th AVENUE/UNIVERSE"**, which the Promoter intends to develop on a portion of the said Larger Land, which portion admeasures 41647.44 sq.mtrs or thereabouts delineated in red colour boundary lines on the Proposed Land Use Map annexed hereto and marked as **"Annexure A"** and is more particularly described in the **Second Schedule** hereunder written **("Sector R10/10th AvenueUniverse/Project Land")**;

- BB. For the purpose of this Agreement, Sector R10 /10th Avenue/Universe/ Project Land shall mean "Project Land" and Sector R10 /10th Avenue/Universe/Phase-I shall mean "Project";
- CC. The Promoter shall have access to the Project Land together with all the internal roads and public access roads till such time the Project as envisaged under this Agreement (including any amendments thereto from time to time) is completed entirely in all aspects;
- DD. The Co-Promoter has obtained a Commencement Certificate dated 16/10/2020 bearing Reference No. BMU/Village-Marunji & Jambe/S.No. 124(Parts) & others Sector R10/Case No. 58/20-21 issued by Pune Metropolitan Region Development Authority in respect of the Project Land, copy whereof is annexed hereto and marked as "Annexure B";
- EE. While sanctioning the plans the concerned Local Authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the buildings/apartments and upon due observance and performance of which only the Completion or Occupation Certificates in respect of the buildings/apartments shall be granted by the concerned Local Authority;
- FF. The Promoter has in the operative part of this Agreement made complete disclosures relating to the Project, the Common Areas and Amenities of Sector R10/10th Avenue/Universe, the Common Areas and Amenities of the Larger Land, the Internal Apartment Specifications to be provided, the nature of the Organization to be formed of the Allottees and the manner in which the title of the Promoter in respect of the Project Land and the buildings and apartments to be constructed thereon shall be passed on to the Organization to be formed of the Allottees;
- GG. The Promoter has also made complete disclosures in respect of the limited role and obligation of the Co-Promoter in respect of the development of Sector R10/10th Avenue/Universe/ Project Land being developed in multiple phases;
- HH. The Promoter has entered into a Standard Agreement with an Architect registered with the Council of Architects and the agreement is in the manner prescribed by the Council of Architects;
- II. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the residential Buildings/commercial apartments and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till

- the completion of all the residential Buildings/commercial apartments in the Project;
- JJ. The Promoter has granted inspection to the Allottees of all the documents of title in respect of the Project Land and the plans, designs and specifications prepared by the Promoter's Architect, M/s Kolhatkar and Gowalkar in consultation with the Promoter 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 made thereunder (hereinafter referred to as "the said Rules").
- KK. The documents, plans, sanctions and approvals, inspection whereof have been provided to the Allottee prior to the execution of this Agreement are listed in "Annexure C" annexed hereto;
- LL. Messrs. UDK & Associates, Advocates have issued their Search and Title Reports dated 21/09/2011, 20/11/2013, 29/03/2014 & 02/06/2014, Supplementary Search and Title Reports dated 09/10/2013, 28/12/2015, 23/02/2017 and Search and Title Certificates dated 28/07/2017, 08/06/2018, 02/07/2019, 10/07/2020 in respect of the Larger Land, a copies whereof are annexed hereto and marked as "Annexure D";
- MM. Messrs. UDK & Associates, Advocates have issued their Search and Title Report dated 10/12/2020 and Supplementary Search and Title Report dated 29/01/2021 in respect of the Project Land, a copy whereof are annexed hereto and marked as "Annexure E";
- NN. The copies of the 7/12 extracts showing the nature of the title of the respective Land Owners and the Co-Promoter in the Larger Land have been annexed hereto and marked "Annexure F" collectively;
- OO. The Promoter has represented that the Larger Project shall comprise of 9 (nine) residential buildings identified as Buildings A, B, C, D, E, F, G, H and I, 1(one) Commercial Building (shops), 1(one) Innovation Hub as Commercial Building on the podium and 1(one) Club House in recreational ground shown on the plan annexed hereto and marked as "Annexure A";
- PP. The Promoter intends to undertake construction of the aforementioned Larger Project in multiple phases by registering them as multiple separate projects in the manner mentioned below. All the buildings of the Larger Project shall have a common plinth/structure vis-à-vis the ground level parking and upper level parking and all Allottees of the residential buildings in the Larger Project will have access to all the residential buildings in the Larger Project through the podium:

- a) **PHASE-I of the Larger Project** shall be constructed first which consists of-
- i. 3 (three) residential Buildings identified as A, H, I. Building A comprising of 255 residential apartments, Buildings H and I comprising of 161 residential apartments each,
 - ii. 52 commercial apartments i.e. shops located on the ground floor and first floor of Buildings H and I,
 - iii. 1(one) Club House in recreational ground and
 - iv. 577 parking spaces at different levels. The parkings spaces relating to Phase-I, Phase-II and the subsequent phases of the Larger Project shall be interlinked.
- b) **PHASE-II of the Larger Project** shall consists of-
- i. 2 (two) residential Buildings identified as F and G. Building F comprising of 237 residential apartments, Buildings G comprising of 161 residential apartments,
 - ii. 50 commercial apartments i.e. shops. Out of which 26 shops located under Building G and 24 shops located under Building F,
 - iii. 398 parking spaces at different levels. The parkings spaces relating to Phase-I, Phase-II and the subsequent phases of the Larger Project shall be interlinked.
- c) **Subsequent Multiple Phases of the Larger Project** consisting of 4 (Four) residential Buildings identified as B, C, D and E:
- i. Building B shall comprise of total 165 apartments.
 - ii. Buildings C shall comprise of 161 apartments .
 - iii. Buildings D, E, F shall comprise of 237 apartments each.
 - iv. 58 commercial apartments i.e. shops located on the ground floor and first floor;
 - v. 800 parking spaces at different levels. The parkings spaces relating to Phase-I, Phase-II and the subsequent phases of the Larger Project shall be interlinked.
 - vi. 1 (one) Innovation hub as Commercial Building on the Podium
- Multiple phases** of the Larger Project will be constructed at a later date and will be registered with RERA as separate Project/s at the discretion of the Promoter.
- d) The Common Areas and Amenities for the Larger Project shall be shared by all the Allottees of Residential Buildings of Phase-I, Phase-II and Allottees of the subsequent phases of the Larger

Project being constructed on the Sector R10/10th Avenue/Universe/Project Land and the Allotees of the commercial apartments i.e. shops shall not have any right to use / share the said Common Areas and Amenities save and except the limited access to certain Common Areas as listed out in **Annexure "H"**. The Common Areas and Amenities for the Larger Project comprising of Phase-I, Phase-II and Allotees of the subsequent phases shall be completed in the manner as provided in **Annexure "H"**.

- e) The Promoter intends to construct 1 (one) Innovation hub as Commercial Building on the Podium as shown on the sanctioned layout plan whererin the Promoter intends to provide certain amenities with smart solutions for the use and enjoyment of the Allotees of the residential buildings being constructed on the Project Land. The ownership of said Innovation Hub shall belong to the Promoter at all times and the Allotees of the "**Sector R10/10th Avenue/Universe**" Project shall have unrestricted right to use the amenities with smart solutions provided in the said Hub subject to the payment of maintenance charges. The Allotees of commercial apartments i.e. shops will not have the right to use any of the said amenities.
- QQ. The Promoter has registered the Phase- I of the Larger Project as a Project under the name '**LIFE REPUBLIC/SECTOR R10/10thAVENUE/UNIVERSE/PHASE-I**' under the provisions of the said Act with the Real Estate Regulatory Authority on 25/12/2020 under No. P52100027629, a copy whereof is annexed hereto and marked as "**Annexure L1**";
- RR. The Promoter has registered the Phase- II of the Larger Project under the name '**LIFE REPUBLIC/SECTOR R10/10thAVENUE/UNIVERSE/PHASE-II**' under the provisions of the said Act with the Real Estate Regulatory Authority on 29/07/2021 under No. **P52100030072**, a copy whereof is annexed hereto and marked as "**Annexure L2**";
- SS. This Agreement relates to the sale of apartment in the Phase-I of the Larger Project.
- TT. The Promoter shall, subject to Force Majeure Event, complete the construction of Phase-I of Larger project by **June, 2024**;
- UU. The Promoter shall, subject to Force Majeure Event, complete the construction of Phase-II of Larger project by **September, 2024**;
- VV. With regards to Subsequent Multiple Phases of the Larger Project, the Promoter shall be at liberty to decide timelines as well as layout of the

buildings, height of buildings, size of apartments, FSI utilization in part or full at its sole discretion and the Allottees of Phase-I and Phase-II shall not object to such change and modifications and hereby grants his/her/their express consent to the same;

- WW. The Allottee has satisfied himself/herself/themselves with regards to the title of the respective Land Owners, Co-Promoter and the Promoter in the Project Land and the rights of the Promoter to develop the same and has clearly understood the Sector wise construction of the Larger Land by the Co-Promoter except for Sector R10/10th Avenue/Universe and the phases in which the construction of Sector R10/10th Avenue/Universe shall be carried out by the Promoter over a period of time;
- XX. The Allottee has applied to the Promoter for allotment of an Apartment admeasuring approximately ----- sq. mtrs. carpet area in Building “_” being constructed in Phase-I of the Larger Project on the Project Land;
- YY. As per requirement of the Allottee, the Allottee is offered an Apartment i.e. _____ bearing No. _____ admeasuring ----- sq.mtrs. Carpet Area on the _____ floor, more particularly described in the **Fourth Schedule** hereunder written (hereinafter referred to as the said “Apartment”) in the Building “_” (hereinafter referred to as the “said Building”) being constructed in Phase-I of the Larger Project on portion of the Project Land by the Promoter;
- ZZ. The carpet area of the said Apartment is ----- sq. mtrs. and “carpet area” shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;
- AAA. Being fully satisfied with the representations made by the Promoter and having clearly understood the same, the Allottee has agreed to purchase and on the basis of the confirmations and undertakings given by the Allottee to observe, perform and comply with all terms, conditions and provisions of this Agreement and the express confirmation by the Allottee that it/he/her/they has/have understood the disclosures made by the Promoter under the terms of this Agreement, the Promoter has agreed to allot and sell the said Apartment to the Allottee for the consideration set out in the **Fifth Schedule** hereunder written and on the terms and conditions hereinafter appearing;

- BBB. Prior to the execution of these presents the Allottee has paid to the Promoter the booking amount as mentioned in the Fifth Schedule hereunder written being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee has agreed to pay the balance consideration in the manner set out in the Fifth Schedule;
- CCC. Under Section 13 of the said Act the Promoter is required to execute a written Agreement for Sale in respect of the said Apartment to the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908;
- DDD. The Parties have gone through all the terms and conditions set out in this Agreement and have understood their respective rights and obligations detailed herein;
- EEE. 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;
- FFF. 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 in all the applicable Laws, are now willing to enter into this Agreement on the terms and conditions hereinafter appearing.

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

1. DEFINITIONS

- 1.1 **"Act"** shall mean The Real Estate (Regulation and Development) Act, 2016 and the rules framed in respect thereof together with all such amendments, modifications and/or re-enactments related thereto;
- 1.2 **"Agreement"** shall mean this Agreement for Sale, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Promoter and the Allottee.
- 1.3 **"Allottee's Interest"** shall mean the interest payable by the Allottee to the Promoter at 2 (two) percent above the State Bank of India Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Allottee to the Promoter becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of

India may fix from time to time for lending to the general public shall be the rate of interest;

- 1.4 **“Apartment”** shall mean the premise having residential/commercial user located in the Building “__” of Phase-I of Larger Project bearing No. _____ shown with red colour boundary line on the typical floor plan thereof annexed hereto and marked as **“Annexure G”** to be allotted in favour of Allottee under the terms of this Agreement;
- 1.5 **“Applicable Law”** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, judgments, decrees, conditions of any regulatory approval or license issued by a Government, Government Authorities, Statutory Bodies, Competent Authorities and judgments and other requirements of any Statutory and relevant Body/Authority;
- 1.6 **“Approvals”** shall mean and include but shall not be limited to all the sanctions and/or approvals set out in **Annexure C** annexed hereto as well as all other sanctions, permissions, licenses, letters, no objection certificates, exemptions, letters of intent, annexures, intimations of disapproval, commencement certificates, occupation certificates, notifications, sanction of layout plans, sanction of building plans and such other documents/writings by whatever name called that envisage the grant of consent enabling/facilitating construction/development together with renewals, extensions, revisions, amendments and modifications thereof from time to time that have been obtained/shall be obtained from sanctioning Bodies/Authorities in respect of the buildings and apartments to be constructed on the Project Land or any part or portion of the Project Land;
- 1.7 **“Apex Body of the Larger Land”** shall mean an independent Body that may be formed by the Promoter, at its sole discretion, consisting of all the Organizations formed of the various Sectors developed on the Larger Land (including the Organisation of Sector R10/10th Avenue/Universe);
- 1.8 **“Larger Project in Sector R10/10th Avenue/Universe”** shall mean 9 (nine) residential buildings identified as Buildings A, B, C, D, E, F, G, H and I, 1(one) Commercial Building (shops), 1(one) Innovation Hub as Commercial Building on the podium and 1(one) Club House in recreational ground to be constructed by the Promoter on the Sector R10/10th Avenue/Universe/Project Land in multiple phases as provided in this Agreement ;

- 1.9 **“Building”** shall mean Building “_” comprising of _____ being one of the buildings forming a part of Phase-I of the Larger Project to be constructed by the Promoter in the Sector R10/10th Avenue/Universe/Project;
- 1.10 **“Carpet Area”** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;
- 1.11 **“Common Areas and Amenities for Sector R10/10th Avenue/Universe”** shall mean the areas, amenities, facilities and infrastructure intended for the common use of the Allottees of the apartments in all the residential Buildings of Larger Project in Sector R10/10th Avenue/Universe alongwith the internal roads, street lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc. as listed in **“Annexure H”** annexed hereto; The Common Areas and Amenities for Sector R10/10th Avenue/Universe shall be used only by the Allottees of the residential buildings of Larger Project in Sector R10/10th Avenue/Universe and Allottees of the commercial apartments i.e.shops of Larger Project shall not have any right to use / share the said Common Areas and Amenities for Sector R10/10th Avenue/Universe save and except the limited access to certain Common Areas as listed out in **Annexure “H”**;
- 1.12 **“Common Areas and Amenities for Larger Land”** shall mean the areas, amenities, facilities and infrastructure intended for the common use of Allottees of the apartments in the various Projects to be constructed on the Larger Land and includes the amenities listed in **“Part A of Annexure I”** annexed hereto alongwith the internal roads, street lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc. which are outside the boundaries of each of the Projects but within the boundaries of the Larger Land on such terms and conditions and policies as may be formulated by the Co-Promoter. The aforesaid amenities may undergo a change from time to time depending upon any change in the layout of the Larger Land and/or any change in the rules and policies applicable to ITP;

1.13 **“Covered Parking Space”** shall mean an enclosed or covered area as approved by the Competent Authority as per the applicable Development Control Regulations for parking of vehicles of the Allottees which may be in basements and/or stilt and/or podium and/or space provided by mechanized parking arrangements but shall not include a garage and/or open parking;

1.14 **“Force Majeure Event”** shall mean and include the following event/ circumstances which jointly and/or severally, directly and/or indirectly, impact/impede the development activities that are intended to be carried out on the Project Land and/or on the Larger Land:

- (i) War, hostility, enemy action, terrorist attack;
- (ii) Riot, insurrection, civil commotion or any such national emergency;
- (iii) Earthquake, flood, tempest, lightning, or any such other natural calamity;
- (iv) Existence of circumstances due to any Epidemic, Pandemic or such other outbreaks affecting community, civilization and mankind at large thereby preventing the Promoter from carrying out its obligations under these presents;
- (v) Accident, fire or explosion on the site, not caused by the negligence of the Promoter;
- (vi) Law or order of any Government or Government department which impedes or delays the work provided such order is not issued on account of any default on the part of the Promoter;
- (vii) Denial of the use of any railway, port, road transport, airport, shipping services, or any other means of public transport due to epidemic, pandemic, earthquake, flood, tempest, lightning, or any such other natural calamity or any riot or hostility or any issue raised by the government or any concerned government departments / authorities or any directions passed by the government not arising out of any default by the Promoter;
- (viii) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016;
- (ix) Any delay on the part of any Government department or statutory authorities or any other sanctioning body / authority in granting / issuing the concerned sanctions/permissions required to proceed further or carry

out the work of development, any change in laws, rules, regulations applicable to development of immovable properties which directly or indirectly affect the development of the said Larger Land/Sector Land and/or any part or portion thereof;

- (x) Acts beyond the control of the Promoter including but not limited to:
 - (a) non-availability or shortage in the supply of steel, cement, building materials, water or electric supply or labour/workers;
 - (b) order, judgment, decree, policy, rule, regulation, notification, circular, directive, passed/issued by any Court of Law and/or any Governmental Body or Authority, delays in grant of approvals by the concerned Bodies and/or Authorities;
- (xi) Acts associated with the action or inaction on the part of the Allottee resulting in breach of the terms and conditions of this Agreement and/or applicable Law to be observed and performed by the Allottee and/or any interference or obstruction by the Allottee resulting in the delay or standstill of the work of construction or grant of approvals related to the Project;
- (xii) Any internal modification at the instance of the Allottee and the time taken for its completion;

1.15 **"FSI"/"Paid FSI"/"Premium Paid FSI"** shall mean the Floor Space Index and related building potential as defined and enumerated under various statutes, schemes, circulars, notifications etc. provided under the laws applicable in the State of Maharashtra;

1.16 **"Internal Apartment Specifications"** shall mean the Specifications, fixtures and fittings listed in the **"Annexure J"** annexed hereto proposed to be provided by the Promoter in the said Apartment;

1.17 **"Intimation to take Possession"** shall mean the written intimation that shall be given by the Promoter to the Allottee to take possession of the Apartment within a period of 30 (thirty) days from the date of the intimation;

1.18 **"Larger Land"** shall mean lands situate, lying and being at Villages Jambe, Marunji and Nere, Taluka Mulshi, District Pune and more particularly described in the First Schedule hereunder written together

with such future land additions that may be made to the Larger Land from time to time;

- 1.19 **“Optional Amenities for Larger Land”** shall mean the amenities provided by the Co-Promoter which the Allottees of the apartments in the various Projects to be constructed on the Larger Land may avail of on payment of additional charges and shall include the amenities listed in **“Part B of Annexure I”** annexed hereto. The optional/paid amenities may undergo a change from time to time depending upon any change in the layout of the Larger Land and/or any change in the rules and policies applicable to the ITP;
- 1.20 **“Organization of Sector R10/10th Avenue/Universe”** shall mean (i) Society formed under the provisions of the Maharashtra Co-operative Societies Act, 1960, or (ii) a Company formed under the Companies Act, 2013, or (iii) a Condominium constituted under the provisions of Maharashtra Apartment of Ownership Act, 1970, or (iv) any other legal entity, constituted of all the Allottees of residential Buildings/commercial apartments in Phase-I, Phase-II and Subsequent Multiple Phases of Larger Projects proposed to be constructed on Sector R10/10th Avenue/Universe/Project Land;
- 1.21 **“Party”** shall mean the Promoter, Co-Promoter and/or the Allottee/s individually;
- 1.22 **“Parties”** shall mean the Promoter, Co-Promoter and/or the Allottee/s collectively;
- 1.23 **“Plans”** shall mean the drawings, plans, layout included in **“Annexure A”** and such other plans and specifications as approved and sanctioned by PMRDA and other concerned Statutory Bodies and Authorities in respect of the Project together with amendments, modifications and alterations related thereto together with all future plans, drawings and layouts as may be submitted by the Co-Promoter from time to time and approved by the Authorities in respect of the Project;
- 1.24 **“PMRDA”** means Pune Metropolitan Regional Development Authority;
- 1.25 **“Possession Date”** shall mean the date on which the notice period under the Intimation to take Possession expires or the Allottee takes possession of the Apartment, whichever is earlier;
- 1.26 **“Project Completion”** shall mean the completion of buildings/apartments in the Phase-I of Larger Project being developed on the portion of Sector R10/10th Avenue/Universe/ Project Land by **June, 2024** alongwith Certain Common Areas and Amenities for

Larger Projects developed on Sector R10/10th Avenue/Universe/Project Land as specified in Annexure "H" - by June, 2024. Balance Common Areas and Amenities for Larger Projects developed on Sector R10/10th Avenue/Universe/Project Land as specified in Annexure "H" - by June, 2026;

- 1.27 **"Promoter's Interest"** shall mean the interest payable by the Promoter to the Allottee at 2 (two) percent above the State Bank of India Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Promoter to the Allottee becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public;
- 1.28 **"SectorR10/10thAvenue/Universe"/"Phase-I"/"Project"** shall mean the construction and development on portion of Sector R10/10th Avenue/Universe/Project Land which portion admeasures 19212.71 sq.mtrs which shall comprise of the following:
- a) 3 (three) residential Buildings identified as A, H, I. Building A comprising of 255 residential apartments, Buildings H and I comprising of 161 residential apartments each,
 - b) 52 commercial apartments i.e. shops located on the ground floor and first floor of Buildings H and I,
 - c) 1(one) Club House in recreational ground and
 - d) 577 parking spaces at different levels.;
- 1.29 **"SectorR10/10thAvenue/Universe"/"Phase-II"** shall mean the construction and development on portion of Sector R10/10th Avenue/Universe/Project Land which portion admeasures 7356.78 sq.mtrs which shall comprise of the following:
- a. 2 (two) residential Buildings identified as F and G. Building F comprising of 237 residential apartments, Buildings G comprising of 161 residential apartments,
 - b. 50 commercial apartments i.e. shops. Out of which 26 shops located under Building G and 24 shops located under Building F,
 - c. 398 parking spaces at different levels.
- 1.30 **"Subsequent Multiple Phases of the Larger Project"**- shall mean the proposed construction of buildings in multiple phases on portion of Sector R10/10th Avenue/Universe/Project Land at a later date and will be registered with RERA as separate Project/s at the discretion of the Promoter and which shall comprise of 4 (Four) residential Buildings identified as B, C, D and E . Building B shall comprise of total 165

apartments. Buildings C shall comprise of 161 apartments . Buildings D, E, shall comprise of 237 apartments each. 58 commercial apartments i.e. shops located on the ground floor and first floor, 800 parking spaces at different levels, 1 (one) Innovation hub as Commercial Building on the Podium;

1.31 "**Sector R10/10th Avenue/Universe/ Project Land**" shall mean the land situate, lying and being at Villages Jambe, TalukaMulshi, District Pune and more particularly described in the **Second Schedule** hereunder written and delineated with redcolour boundary line on the plan annexed hereto and marked as "**Annexure A**" on which construction of Phase-I, Phase-II and Subsequent Multiple Phases of Larger Project shall be undertaken.

2. INTERPRETATION

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- 2.1. The recitals recited hereinabove, annexures and schedules hereto shall form an integral part of this Agreement as if the same are set out and incorporated herein in verbatim;
- 2.2. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
- 2.3. Words importing the singular shall include plural and vice versa;
- 2.4. Reference to recitals, clauses, schedules and annexures are to be the recitals, clauses, schedules and annexure of this Agreement;
- 2.5. All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender;
- 2.6. The expressions "hereof, "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular clause or provision in which the relevant expression appears;
- 2.7. References to "Rupees" and "Rs." are references to the lawful currency of India;
- 2.8. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;
- 2.9. A day, month or year means a day, month or year, as the case may be, reckoned according to the Gregorian Calendar; and

2.10. Where the day on or by which anything is to be performed falls on a day, which is not a Business Day, then that thing shall be done on the next Business Day.

3. ALLOTMENT AND CONSIDERATION

- 3.1 The Promoter shall construct the Buildings and apartments in Phase-I of the Larger Project on the Project Land in accordance with the approvals and Plans by PMRDA procured by the Co-Promoter. Provided that the Promoter shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee and not otherwise if any alteration or addition is required by any Government Authorities or due to change in the applicable Law then no consent of the Allottee shall be required to be sought.
- 3.2 Subject to the terms and conditions of this Agreement, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agree to purchase from the Promoter the Apartment together with the Internal Apartment Specifications at or for the consideration mentioned in Fifth Schedule hereunder written.
- 3.3 The said Apartment together with the Internal Apartment Specifications shall hereinafter collectively be referred to as **“the said Premises”**.
- 3.4 The Allottee has paid on or before execution of this Agreement the booking amount as set out in the Fifth Schedule hereunder written.
- 3.5 The consideration shall be paid by the Allottee to the Promoter in the manner provided in the Fifth Schedule hereunder written.
- 3.6 The payment of the consideration and the installments related thereto shall be subject to the deduction of tax (**“TDS”**) as provided for under the provisions of the Income Tax Act, 1961. The Allottee hereby agrees and undertakes to make timely payment of the TDS in the manner provided under the Income Tax Act, 1961 and shall within 3 (three) days from the date of the payment being made provide the original TDS Certificates to the Promoter. The Allottee hereby agrees and undertakes that the Allottee shall solely be responsible for all consequences related to the non-payment of TDS to the Income Tax Authorities and non-delivery of the TDS Certificate to the Promoter on time and any consequences related to non-payment including levy of penalties, interest, etc. shall be solely to the account of the Allottee and the Allottee shall indemnify and keep indemnified the Promoter in respect

71(Part), 74/7(Part), 74/8, 74/9/1(Part) collectively admeasuring 1607777.50 Sq. Mtrs. lying, being and situated at Mouze Jambe, Nere & Marunji respectively, Tal. Mulshi, Dist. Pune.

SECOND SCHEDULE

(Sector R10/10th Avenue/Universe Project Land)

All that piece and parcel of the property i.e. Sector R10/10th Avenue/Universe which is to be constructed on the part of the land described in the First Schedule written herein above on the portion of land admeasuring in aggregate 41,647.44 square meters out of Survey Nos. 124/1/1(P); 124/1/2(P) and 124/2(P) which is shown on the plan annexed hereto by red colour boundary line and bounded as under-

- On or towards East - BY Irrigation Baby Canal; Sector R8 & EA5
- On or towards West - BY Green Belt, 18.00 meters Internal road, Sector R13 & EA 4
- On or towards North - BY Township Boundary; S.No.125 (Part), Irrigation Baby Canal
- On or towards South - BY 18.0 Meters Internal road, Green Belt & Sector R9

THIRD SCHEDULE

Project -Phase-1 of Larger Project

Portion of the land described in the Second Schedule hereinabove written, which portion admeasures 19212.71 Sq.Mtrs. and is shown in blue colour boundary line on the sanctioned plan annexed hereto.

FOURTH SCHEDULE

(Apartment)

Apartment i.e. _____ bearing No. _____ on the _____ floor of the building known as “_” having carpet area admeasuring ----- sq. mtrs. and exclusive right / facility to use covered parking space. Other areas which are beyond the Carpet Area consisting of 1] Balcony admeasuring ----- sq. mtrs. and 2] attached terrace admeasuring ----- sq. mtrs. in the Phase-I of the Larger Project of project known as ‘**SECTOR R10/10th AVENUE/UNIVERSE/PHASE-I** which is being constructed on the property described in the Second Schedule written hereinabove, and which is shown on the plan annexed hereto by redcolour boundary line, and also together with right to enjoy all the common amenities and facilities for Phase-I, Phase-II and Subsequent Multiple Phases of the said ‘**SECTOR R10/10th AVENUE/UNIVERSE.**

IN WITNESS WHEREOF parties to this **Agreement** have set and subscribed their respective hand and seal on the day and year hereinabove first mentioned. (Agreement)

SIGNED SEALED AND DELIVERED

By the withinnamed "PROMOTER"

KOLTE-PATIL PLANET REAL ESTATE PRIVATE LIMITED

Through the hands of its Authorized Signatory

Mr. Nelson Misquith

authorized vide Board Resolution

dated 23rd December 2020

PROMOTER

SIGNED SEALED AND DELIVERED

By the withinnamed "PROMOTER"

KOLTE-PATIL INTEGRATED TOWNSHIPS LIMITED

Through the hands of its Authorized Signatory

Mr. Nelson Misquith

authorized vide Board Resolution

dated 19th October 2011

CO-PROMOTER

SIGNED SEALED AND DELIVERED

By the within named "ALLOTTEE/S"

1. MR. _____

2. MRS. _____

ALLOTTEE/S

IN THE PRESENCE OF :

1.

2.