

Adv Vaishali Tambe

Universe Building  
C - WING

AGREEMENT

KOLTE-PATIL PLANET REAL ESTATE PRIVATE LIMITED

PROJECT: LIFE REPUBLIC, MARUNJI, HINJEWADI, PUNE

SECTOR: R10 APARTMENT i.e. \_\_\_\_\_ NO. - \_\_\_\_\_ ON \_\_\_\_\_ FLOOR.

1. MR. Munesh Jayantlal Melte
2. MRS. Renua Munesh Melte

Mobile No. \_\_\_\_\_ / \_\_\_\_\_

E-Mail: \_\_\_\_\_

C - 406, R10, Universe  
Life Republic by Kolte Patil

**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 23<sup>rd</sup> 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- AABCI5807K)**  
(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 19<sup>th</sup> 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**

1. MR. MUKESH JAYANTICAL <sup>AND</sup> MEHTA.  
(PAN NO. AACPM 5321A)

AADHAR NO. \_\_\_\_\_

AGE: \_\_\_ YEARS

OCCUPATION: \_\_\_\_\_

2. MRS. REKHA MUKESH  
MEHTA.

(PAN NO. BCCPM P245E)

AADHAR NO. \_\_\_\_\_

AGE: \_\_\_ YEARS

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, Nere 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 Collectorate, 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 26<sup>th</sup> December, 2016, the term "Special Township Project" was replaced by the term "Integrated Township Project" with effect from 22<sup>nd</sup> 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;

- General Power of Attorney dated 24/08/2020 registered at the Office of Sub-Registrar Mulshi-2 under Sr. No. 9637/2020.
- 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 19,963.77 sq.mtrs. forming a part of Sector R10 in favour of the Promoter and accordingly have executed a Memorandum of Understanding ('MOU') dated 10/12/2020 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 19,963.77 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 R10/10<sup>th</sup> 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 development of Sector R10 under the name '**LIFE REPUBLIC/SECTOR R10/10<sup>th</sup> 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 R10/10<sup>th</sup> AvenueUniverse/Project Land**");



39.2. The Allottee shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Apartment including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee's account.

39.3. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall be at liberty to serve a notice to the Allottee for rectifying the default, which if not rectified within a period of 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

### **FIRST SCHEDULE**

(Larger Land)

All that piece and parcel of land bearing Survey Nos. New 86 [ Old S.Nos. 78/1 part, 80 part, 81/1/A part , 81/1B ,81/2, 82/1 part , 82/2 ,82/3, 83 part, 86, 107/1 ,107/2 part , 110/1A part, 110/2 part, 110/1/B part , 111/1A/1 part , 111/1A/2 part, 111/1B part, 111/2 part , 112/1 part , 113/1A/1 part, 113/1A/1B/1 part, 113/1A/1B , 113/2 ,113/1A/2, 113/1B, 114/1 part, 114/2, 115/1part, 117 part, 118/1 part, 120/3, 121 part, 122, 123 ], New 74/B [old S.No. 74/2, 74/3, 74/9/2 ], 78/1Part, 80 part, 81/1/A part, 82/1 part, 83Part, 85/1 , 102/1 , 107/2 part, 110/1/B part, 111/1A/1 part, 111/1A/2 part, 111/1B part, 111/2 part, 113/1A/1 part, 113/1A/1B/1 part, 115/1part, 117 part, 118/1 part, 121 part, 77/1(Part), 77/2, 78/1(part), 80/1(Part), , 83/2(Part), 90/7/1, 90/9, 91/1(Part), 91/2, 91/3, 91/4(Part), 91/5, 91/6, 91/7(Part), 91/8, 92/1A, 92/2A(Part), 92/3, 92/4, 92/5, 92/6(Part), 92/7, 92/8(Part), 93, 95, 96/1/1(Part), 96/1/2(Part), 96/1/3, 96/2/1, 96/2/2(Part), 96/3(Part), 96/4(Part), 96/5/2(Part), 98(Part), 98/2, 100/1/1, 100/1/2, 100/2, 101(Part), 112/1(Part), 112/2, 114/1(Part), 119, 120/1, 120/2, 120/4/1, 120/4/2, 124/1/1, 124/1/2, 124/2, 125/1, 126/1(Part), 126/2, 127/1/1, 127/1/2(Part), 99/1/2(Part), , 113/1A/1B/1B(Part), 90/10(Part), 131/8(Part), 131/9, 131/10, 102/2(Part), 126/2/1, 73/9, 87/2, 24/3, 24/5, 25/1, 25/2, 26/1, 26/2, 26/4, 26/5, 26/6, 27/1, 27/3(Part), 69/1, 69/2/1, 69/2/2, 69/2/3, 69/2/4, 69/2/5, 69/2/6, 69/2/7, 69/2/8,

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 R10/10<sup>th</sup> Avenue/Universe Project Land)

All that piece and parcel of the property i.e. Sector R10/10<sup>th</sup> 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 i.e. C-406 bearing No. \_\_\_\_\_ on the 4<sup>th</sup> 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 53.642 sq. mtrs. and 2] attached terrace admeasuring 4.80 sq. mtrs. in the Phase-I of the Larger Project of project known as 'SECTOR R10/10<sup>th</sup> 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 red colour 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 R10/10<sup>th</sup> AVENUE/UNIVERSE'.



**FIFTH SCHEDULE**

(said Consideration)

**PAYMENT SCHEDULE**

1	Rs.	_____/-	At the time of booking
2	Rs.	_____/-	Within 3 days from Execution of Agreement.
3	Rs.	_____/-	On Completion of Excavation Work.
4	Rs.	_____/-	On Completion of Foundation.
5	Rs.	_____/-	On Completion of Plinth.
6	Rs.	_____/-	On Completion of 1st Slab.
7	Rs.	_____/-	On Completion of 3rd Slab.
8	Rs.	_____/-	On Completion of 6 <sup>th</sup> Slab.
9	Rs.	_____/-	On Completion of 9 <sup>th</sup> Slab.
10	Rs.	_____/-	On Completion of 12 <sup>th</sup> Slab.
11	Rs.	_____/-	On Completion of 15 <sup>th</sup> Slab.
12	Rs.	_____/-	On Completion of 18 <sup>th</sup> Slab.
13	Rs.	_____/-	On Completion of 21 <sup>st</sup> Slab.
14	Rs.	_____/-	On Completion of the Flooring.
15	Rs.	_____/-	At the time of Possession.
	<b>Rs.</b>	_____/-	<b>Total Consideration</b>

**RECEIPT**

**RECEIVED** from the Allottee a total sum of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_) being the Earnest Money payable by the Allottee to us on or before the execution of these presents in respect of sale of the said Apartment.

S. No.		Ch. Amt.	Ch. No.	Ch. Date	Bank
1	Rs.				
2	Rs.				
	<b>Rs.</b>	_____/-	<b>Total Received Amount</b>		

WE SAY RECEIVED  
**KOLTE-PATIL PLANET REAL ESTATE PRIVATE LIMITED**

\_\_\_\_\_  
(Authorized Signatory)



**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 23<sup>rd</sup> 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 19<sup>th</sup> 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