LETTER OF ALLOTMENT

Date: -

To,

……
……
……
(Hereinafter referred to as 'Allottee')

Subject: Allotment of Residential Unit No……. in the project known under the name Hari Sanskruti 'D' & 'E' Building with Residential and Commercial Apartments situated at Village Deolali, Taluka Nashik and District Nashik.

Reference: Booking Form (Application) No……..

Details of Applicant and Unit allotted are as hereunder:

Full name of Allottee (Applicant)	
Full name of Joint Allottee (Co-Applicant) (if any)	
Allottee's and Joint Allottee's (if applicable) Residential Address (Permanent)	
E-mail ID for correspondence	
Unit No.	
Name of Building	
Floor No.	
Type of Unit	
Carpet Area	
Area of Balcony Space/s (if any)	
Area of attached Terrace/s (if any)	
Area of Garden Space/s (if any)	
Common Area/s (if any)	

**Note: Any change in the personal details of the Allottee and/or joint Allottee has to be intimated to the Developer for updation of its records in a prompt manner*

It is our pleasure to inform you that the Unit booked by you via the aforementioned Booking (Application) Form and thus provisionally allotted to you is now being finalized subject to the terms and conditions as stated in these presents and as are appearing hereunder:

Terms and Conditions

1. Upon issuance of this Letter of Allotment, the Allottee and/or joint Allottee shall be liable to pay the aforesaid Consideration Value and the Society and Other Charges as specified in Annexure "B" hereto together with the applicable government taxes and levies as per the Schedule of Payments specified in Annexure "A" hereunder, time being the essence of this transaction as envisaged herein.

2. The Allottee and/or joint Allottee shall, in relation to the Unit, make all payments to the Developer from his/her/its own bank account and not from and through the bank accounts of any third parties. If in the event such third party bank accounts are used the Allottee and/or joint Allottee, he/she/it/they alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favour of the Allottee and/or joint Allottee only.

3. The Allottee and/or joint Allottee agrees and undertakes to be bound by and perform all the obligations and the terms and conditions contained in the Booking (Application) Form and this Letter of Allotment, including timely payment of amounts stated hereunder.

4. In the event the Allottee and/or joint Allottee fails or neglects to comply with any of his obligations under the Booking (Application) Form/ Letter of Allotment, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated in Annexure "A" hereto (and interest thereon, if any) the Allottee

and/or joint Allottee shall be deemed to be in default. In the event of such default, the Developer shall issue notice to the Allottee and/or joint Allottee of such default and the Allottee and/or joint Allottee shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event the Allottee and/or joint Allottee fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being cured), the Developer shall reserve the option to cancel the allotment of the Unit, by sending a termination letter by Speed Post and/or email correspondence. On such termination, the following shall apply:

a) The allotment/booking/Agreement to Sell for the Unit(s) shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Unit(s), save and except the right to receive Refund Amount as per (b) below.

b) All amounts paid to the Developer by the Allottee towards Consideration Value or part thereof (excluding interest and taxes thereon) after deducting therefrom the Liquidated Damages amounting to 10% of the Total Consideration ("Refund Amount") shall be refunded. The payment of the Refund Amount shall be subject to deduction thereon of tax at source and/or other applicable government levies and taxes be they direct or indirect in nature. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Allottee and/or joint Allottee towards Consideration Value is less than the Liquidated Damages, the Allottee and/or joint Allottee shall be liable and agrees to pay to the Developer the deficit amount of Liquidated Damages.

5. All overdue payments shall attract interest at 2% + prevailing SBI MCLR rate, from the dates they are due and payable till realization. It is clarified that payment of such interest shall be without prejudice to the other rights and remedies available to the Developer, including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard as the case may be and in accordance with the laws laid down in this regard .

6. The Total price is escalation-free, save and except escalations 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 entities from time to time.

7. The Developer shall endeavor to make available the Unit for Possession (for fit outs) of on or before _____ subject to the Allottee and/or joint Allottee not being in breach of any of the terms of the Application Form/Letter of Allotment/ Agreement to Sell. In the event of any force majeure situations (including but not limited to inordinate delay in issuance of NOCs/ connections/ approvals/ licenses from the competent local authorities and/or judicial or regulatory orders), the date of such possession for fit outs shall stand extended accordingly, complete clarity in this regard shall be rendered by the Developer to the Allottee and/or joint Allottee.

8. The unit cannot be let, sublet, re-sold or transferred to any third party by the Allottee and/or joint Allottee till all amounts in relation to the Unit have been received by the Developer and the Allottee and/or joint Allottee has taken possession of the Unit.

9. The Allottee and/or joint Allottee agrees not to do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project/Building or the Developer or its associates or its representatives without just cause and reason. In the event, the Allottee and/or joint Allottee does or omits to do any such act, deed or thing with malicious intent then it shall constitute an event of default and the Developer shall be entitled to proceed as per the provisions of this Allotment Letter and the law applicable in this regard .

10. The Allottee and/or joint Allottee hereby agrees that the Developer shall be entitled to recover / set off / adjust from the amounts if any, payable by the Allottee and/or joint Allottee to the Developer including the Consideration Value, the Society and Other Charges, interest and /or Liquidated Damages provided the rationale behind the same is

justifiable and reasonable. The Allottee and/or joint Allottee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Allottee and/or joint Allottee, in that regard, shall be deemed to have been waived.

11. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India and the Courts of Nashik District in particular. Any dispute shall be attempted to be primarily settled by a sole arbitrator appointed by the Developer and Allottee and/or joint Allottee jointly prior to approaching any court of law and/or ancillary forum and the said arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

I would like to take this opportunity to thank you for the trust that you have reposed in us, and assure you of our best services at all times.

Warm Regards,

For Karda Constructions Ltd.

(Authorized Signatory)

ANNEXURE A

PAYMENT SCHEDULE

BUILDING 'D' Type

Particulars	Percentage	Amount (in Rs.)
At the time of booking	10%	
Immediately after agreement	10%	
After completion of Plinth	15%	
After completion of 1st Slab	5%	
After completion of 2nd Slab	5%	
After completion of 3rd Slab	5%	
After completion of 4th Slab	5%	
After completion of 5th Slab	5%	
After completion of 6th Slab	5%	
After completion of 7th Slab	3%	
After completion of Terrace Slab	2%	
After completion of Brickwork & Internal Plaster	5%	
After completion of Staircase & Lobby	5%	
After completion of Plumbing & External Plaster	5%	
After completion of Water pump & Electrical fitting	5%	
After completion of lift & Entrance Lobby	5%	
After handing over/ Possession to Allottee based on certification by Architect	5%	

ANNEXURE A

PAYMENT SCHEDULE

BUILDING 'E' Type

Particulars	Percentage	Amount (in Rs.)
At the time of booking	10%	
Immediately after agreement	10%	
After completion of Plinth	15%	
After completion of 1st Slab	3%	
After completion of 2nd Slab	3%	
After completion of 3rd Slab	3%	
After completion of 4th Slab	3%	
After completion of 5th Slab	3%	
After completion of 6th Slab	3%	
After completion of 7th Slab	3%	
After completion of 8th Slab	3%	
After completion of 9th Slab	3%	
After completion of 10th Slab	3%	
After completion of 11th Slab	2%	
After completion of 12th Slab	2%	
After completion of Terrace Slab	1%	
After completion of Brickwork & Internal Plaster	5%	
After completion of Staircase & Lobby	5%	

After completion of Plumbing & External Plaster	5%	
After completion of Water pump & Electrical fitting	5%	
After completion of lift & Entrance Lobby	5%	
After handing over/ Possession to Allottee based on certification by Architect	5%	

ANNEXURE B

SOCIETY AND OTHER CHARGES

Particulars	**Amount (in Rs.)**
Towards MSEDCL Charges	
Amount calculated towards Apartment maintenance deposit covering provisional outgoing for common municipal taxes, common water bills, common electric bills, maintenance charges & other expenses	
Towards membership fees, share money and legal expenses for setting up the said organization herein written	
Towards monthly maintenance charges levied, 36 PDC to be given in advance before the possession	
Towards Club House Charges	

| JAI MATA DI |

AGREEMENT FOR SALE(FLAT)

This Agreement for Sale is made and executed at Nasik on this day of____in the Year 2017.

BETWEEN

KARDA CONSTRUCTIONS LTD.
A PUBLIC LTD COMPANY, (PAN AADCK1887B), REGISTERED UNDER THE COMPANIES ACT having its registered Office at "Karda Constructions Ltd." Shop No.UG 109, Dreams-The Mall, LBS Marg, Kanjur, Bhandup (W), Kurla-400078, Maharashtra, India. (The said company was formerly known as Karda Constructions Pvt. Ltd. and has now been converted into a Public Ltd Co. under Certificate of Incorporation Dated: 17/03/2016) THROUGH ITS DIRECTOR,SHRI. NARESH JAGUMAL KARDA. Age 43 years. Occupation: - Business.
Hereinafter referred to as **"The Promoter/Developer No.1/vendor" of the One Part**(which expression shall unless it be repugnant to the context or meaning thereof mean and include its Directors, Successors in Title, executors, administrators, legal heirs and assigns etc.)

------- PARTY OF THE FIRST PART

AND

1) MRNITIN GOPAL KHARJUL Age …Yrs. Occ.

2) MR. GORAKH GOPAL KHARJUL Age …Yrs. Occ.

3)MS. KAVITA GOPAL KHARJUL alias MRS.KAVITA RAOSAHEB ARINGALE

Age …Yrs. Occ.

4) SHRIMATI SUSHILABAI GOPAL KHARJUL Age …Yrs. Occ.

All R/o. Kharjul Mala, Deolali, Nasik Road, Nasik

Hereinafter referred to as **"The Promoter No. 2 /Consenting Party/Land Owner" of the Second Part**(which expression shall unless it be repugnant to the context or meaning thereof mean and include its Directors, Successors in Title, executors, administrators, legal heirs and assigns).
Above mentioned Promoter No. 2/Consenting party through their duly constituted attorney Karda Construction Ltd.

------- PARTY OF THE SECOND PART

AND

MR …….Age ……Yrs……. Occ……,

Add **……**

Hereinafter referred to as **"The Allotee/Purchaser" of the Third Part**(which expression shall unless it be repugnant to the context or meaning thereof mean and include its Directors, Successors in Title, executors, administrators, legal heirs and assigns).

------- PARTY OF THE THIRD PART

LIST OF SCHEDULES AND ANNEXURES

Sr. No.	Annexure	Description	Sr. No.	Schedule	Description
1	A	Property 7/12 Extracts	1	A	Project Land
2	B	Commencement Certificate	2	B	Said Apartment
3	C	N.A.Order	3	C	Development Works of Project
4	D	Supplemental Title opinions	4	D	Internal Specifications of Apartment
5	E	Copy of Index II Sale deed and Development Agreement ,G.P.A	5	E	Payment Schedule
6	F	Current Sanction Building Plan	6	F	Maintenance Schedule
7	H	Sanctioned Floor Plan & Typical Floor Plan	7	------	------

Clause No.	About	Sub Clause No.	Particulars
1.	**Title History**	1.1	**WHEREAS** the Promoter No. 1, purchased Non- Agricultural land an area admeasuring 00 Hectare 89ares (with road winding) From in and out of Survey No.248/1To6/1(old Survey No.248/2) and area admeasuring 00 Hectare 89ares (with road winding), From in and out of Survey No.248/1To6/2(old Survey No.248/3) from Mrs.Anusaya Tribank Kharjul, and others for consideration of Rs. 6,28,94,000/-on dated 27/04/2012 by way of regitered sale deed Sr.No.4701/2012 and accordingly the name of Promoter/Developer No.1 was muted in the record of rights of the said Project land by certifying **M.E.No.26147**.

			Whereas Promoter No. 1 taken said land for the purpose of Development an area admeasuring 00 Hectare34.80 ares of Survey No.248/1To6/4(old Survey No.248/4) from Promoter No. 2 Viz. Shri Nitin Gopal Kharjul and others by way of registered development Agreement and General Power of Attorney and both said document was registered and executed in the office of joint sub-registrar Class-II, Nashik-2,vide their document Sr.No. **04712/2012 and 04713/2012 on dated 27/04/2012** and accordingly the said **M.E.No.26362** is certified to that effect. And also registered and executed additional development Agreement in the office of joint sub-registrar Class-II, Nashik-5,vide Sr.No. **01901/2013 on dated 15/02/2013 .** **AND WHEREAS the Promoter No. 1** purchased an area admeasuring 00 Hectare 17 Ares (with road winding) assessed at Rs.01.63 of Survey No.248/1To6/3(old Survey No.248/1) from Shri Baburao Namdeo Kharjul,and others for consideration of Rs. 44,00,000/-on dated 30/08/2012 by way of registered sale deed Sr.No.8735/2012 and accordingly the said **M.E.No.26854** is certified AND WHEREAS the above mentioned Survey Nos. amalgamated and final layout sanctioned by The Asst. Director of Town Planning Dept. of Nasik Municipal Corporation Nasik, vide Order No. TOWNPLANNING/FINAL/C3/05 Dated 20/09/2014, and accordingly 7/12 were separated and effect taken on record of rights by certifying Mutation Entry No. 29641 and the said project land property re-numbered as Survey No. 248/1 to 6/1+2+3+4(Part), having a Total Area admeasuring 21512.00 Sq. Mtrs.,situated, lying and being at village Deolali ,Taluka-Dist Nashik,Within the limits of The Nasik Municipal Corporation Nasik.and more particularly described in the **SCHEDULE 1** hereunder written (hereinafter referred to as ***"the project land"***). **AND WHEREAS** the Promoter No.1& 2 is in possession of the project land. **AND WHEREAS** the Promoter No.1 & 2 is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals herein.

		1.2	**AND WHEREAS** the Property 7/12 extract for above Said Project Land is annexed herewith as "**Annexure A".**
	Commence ment Certificate	1.3	**AND WHEREAS** the Promoter No.1& 2 has submitted a residential building plan on the above mentioned project land & the said building plan was sanctioned by Executive Engineer, Town Planning Department, Nashik Municipal Corporation vide their Commencement Certificate No.LND/BP/C-3/146/2266 Dated 29/02/2016 Thereafter the said building plan was revised and the same was sanctioned by the Executive Engineer, Town Planning Department, Nashik Municipal Corporation vide their Commencement Certificate No.LND/BP/C3/1882/62 Dated 27/06/2017.**"Annexure B".**
	N.A.Order	1.4	**AND WHEREAS** the Promoter No. 1&2 converted project land for Non-Agriculture purpose by The Hon'ble Collector of Nashik vide N.A.Order No.MASHA/ KAKSHA/ 3/4/ BHISHE.PRA.KRA./528/2012 dated 13/12/2012. as **"Annexure C".**
		1.5	**AND WHEREAS** the detailed title history and flow of title is explained briefly in title search report conducted by **Advocate Anita Mungase(Pawar)** which is annexed herewith as **Annexure D"**
		1.6	**AND WHEREAS** the local authority has sanctioned plan on project Land and hence Promoter No.1 has acquired Ownership/Development rights of **Non-Agriculture Land** Survey No. 248/1 to 6/1+2+3+4(Part), having a Total Area admeasuring 21512.00 Sq. Mtrs.,situated, lying and being at village Deolali ,Taluka-Dist Nashik,Within the limits of The Nasik Municipal Corporation Nasik**,** and more particularly described in the **SCHEDULE 1**.
		1.7	**AND WHEREAS** by virtue of all Deeds, Documents mentioned above and Government permissions mentioned herein above, the Promoter No.1 is entitled to construct buildings on the said land and alone has the sole and exclusive right to sale, transfer, license, lease, rent the units, apartments constructed thereon and to enter into the agreement with the Allottee's and to receive the sale price in respect thereof.

2.	**Urban Land Ceiling**	2.1	AND WHEREAS the said land does not come within the territory of Nashik Urban Land Agglomeration and therefore provisions of Urban Land (Ceiling & Regulation) Act, 1976, are not applicable
3.	**Real Estate Project**	3.1	**Name: "HARI-SANSKRUTI- PHASE I" (Hereinafter referred to as the "Project Or Group HousingProject")**
	Address	3.2	**Gat/ Survey No. 248/1 to 6/1+2+3+4(Part),. situated, lying and being at village Deolali ,Taluka-Dist Nashik, within the limits of Nasik Municipal Corporation Nasik and also within limits of Registration, sub-registration Taluka Nashik,Dist-Nashik**.,
	Architect	3.3	AND WHEREAS the Promoter has appointed Architect **MR. PRASHANT THEMASKAR** having their office at Nashik who is duly registered with the Council of Architects at CA/98/23324.
	Structural Engineer	3.4	**AND WHEREAS** the Promoters have also appointed the Structural Engineer **MR.SANJEEV PATEL** having their office at Nashik, for structural designs and drawings of the building/s and the Promoters shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building.
	Plumbing Engineer	3.5	**AND WHEREAS** the Promoter has also appointed plumbing engineer **MR.SUNIL LIMAYE** having address at Office at Nashik to design the water treatment, storage and pipeline infrastructure for the Project.
	Electrical Engineer	3.6	**AND WHEREAS** the Promoter has also appointed Electrical Engineer to design the electrical systems of the Project such as transformers, cabling, wiring, meter room etc.
	Landscape Architect	3.7	**AND WHEREAS** the Promoter has also appointed landscape architect **MR.MANISH BEDARKAR** having their office at Nashik to design the various landscaping features such as plantation, amenities, entrance gate etc.

		3.8	**AND WHEREAS** based on the commencement certificate mentioned above, following buildings are sanctioned: Building"A"= Grd.+ 12 Floors Building"B"= Grd.+ 12 Floors Building"C "= Grd.+12 Floors Building"D "= Grd.+ 12 Floors Building"E "= Grd.+ 12 Floors Building "A,B,C,D&E" are **Residential Buildings** **Buildings"A,B&C construction is completed and ready for Possession.** **Whereas Buildings "D,&E" construction is ongoing** The current sanctioned layout is annexed herewith as **"Annexure F".** ---------- (Signature of the Allottee) (I have verified the sanctioned plans and read the commencement letter).
	Existing Built-up Area (F.S.I Area)	3.9	**AND WHEREAS** The Promoter hereby declares that as per commencement certificate for current sanction as mentioned above, the total built-up area is **28,966.38 Sq.mtrs.**
	Future Potential of Project	3.10	**AND WHEREAS** as mentioned above there is possibility of getting additional F.S.I in future in the form of either paid F.S.I, premium F.S.I, amenity handover F.S.I, T.D.R. and/or due to amalgamation of adjoining land. Whenever this additional F.S.I/ T.D.R is sanctioned by the local authority to be used in the project, the Promoters will apply for revision of plans ---------- (Signature of the Allottee) (I hereby give specific consent to the Promoter to carry out revision in sanctioned plan as per this future potential layout)
	Future Potential F.S.I & Non-F.S.I area	3.11	As per the future development potential of the project as mentioned above, the total F.S.I(28,966.38 Sq.Mtr) & Non-F.S.I(24,085.28Sq.Mtr) area for the development potential works out to approximately **53,051.66 Sq.Mtrs.**However, this area may increase if there is any additional F.S.I./ T.D.R applicable at a later date.
	Utilised of F.S.I. and Non F.S.I.	3.12	AND WHEREAS , as per sanctioned building plan utilised of F.S.I. and Non F.S.I. are as followed:- **Building** **F.S.I.(Sq.Mt.)** **Non-F.S.I. (Sq.Mt.)** A,B,C 16,717.16 12,798.58 D 4762.42 2778.44 E 7486.20 5198.26 Common Area-3310.00 Sq. Mtrs.

			As per Building Plan Building No. A,B,C Construction is completed and ready for Possession whereas Building No. D& E Construction is ongoing
	Commencement of Project	3.13	**AND WHEREAS** upon obtaining all the above permissions the Promoter has started the construction of the Project.
4.	**Compliance of Real Estate (Regulation & Development) Act, 2016**	4.1	**AND WHEREAS** The Real Estate (Regulation & Development) Act, 2016 has come into force since 1/05/2017. Since **"HARI-SANSKRUTI-PHASE I"** is an ongoing Group Housing project, the Promoter will register the same with the Authority within the stipulated period of time and in accordance with rules published on 20/04/2017 by the Housing Department, Government of Maharashtra.
	Definition of Carpet area , Balcony area, Terrace area and common areas	4.2	**AND WHEREAS** for the purpose of this agreement following areas are defined: **Carpet area:** As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown separately in Schedule B. **Balcony area:** For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority. Balcony area is shown separately in Schedule B. **Open Terrace Area**: For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority. Open Terrace area is shown separately in Schedule B. **Common Areas:** As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, basements, podiums, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.

	Inspection of all documents by Allottee	4.3	**AND WHEREAS** on demand from the Allottee, the Promoter has given inspection to the Allottee of all documents of title relating to the project land and plans, designs & specification prepared by the project Architect and all other such documents as specified under the The Real Estate (Regulation & Development) Act and Rules & Regulations made thereunder. _____ Signature of the Allottee (All documents pertaining to the Project have been inspected by me)
	Disclosure regarding litigation	4.4	**AND WHEREAS** the Promoter hereby declares that there are no civil/ criminal case is pending with respect to the said land.
	Disclosure regarding reservation in the said Land	4.5	The Promoter hereby declare that there is no reservation or acquisition on any part of the said Project Land.
	Disclosure regarding separate Legal Entity for residential	4.6	The Promoter hereby declare that the separate legal entity will be formed for Residential Building.
5.	**Interest shown by the Allottee**	5.1	**AND WHEREAS** Allottee was in search of Residential premises in vicinity of **Village Deolali** and that is when he came to know about the said project of the Promoter. The Promoter has disclosed entire information along with all sanctioned documents to the complete satisfaction of the Allottee and thereafter the Allottee has conveyed his readiness and willingness to purchase the **Apartment No. ……..on ……Floor** in residential **Buildings "……..."** in the …….of the project known as **"HARI-SANSKRUTI-PHASE–I"**which is more particularly described in the **Schedule B** and location of the which is shown on authenticated copy sanctioned floor plan and typical floor is annexed herewith as **"Annexure"H".**

6.	**Offer and acceptance**	6.1	**AND WHEREAS**, in accordance with 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 Allottees hereby agrees to purchase the Apartment.
7.	**Willingness to enter into Agreement**	7.1	**AND WHEREAS,** the Parties relying on the confirmations representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in these agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
8.	**Registration of Agreement**	8.1	**AND WHEREAS** as per Section 13 of the Real Estate Regulation Act, the Promoter is required to execute a written agreement with the Allottee for the sale in respect of the said apartment and therefore, Promoter and the Allottee are executing present Agreement as a compliance thereof and they shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.
9	**Entire Agreement**	9.1	**AND WHEREAS** this Agreement along with its schedules and annexures constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said apartment.
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-			
Obligation of the Promoter:			
10	**Said Apartment**	10.1	As per the interest shown by the Allottee in above mentioned clause, the Promoter has agreed to sell the apartment more particularly described in "**Schedule.B"**subject to the consideration amount and payment schedule as detailed herein under.
	Development Works	10.2	The Promoter hereby assures to provide Internal and External Development in the Project more particularly described in "**Schedule C"**

	Internal Specification	10.3	The Promoter hereby assures to provide Internal Specifications to the apartment more particularly described in "**Schedule D"**
	Adherence to Sanctioned Plan & other permissions	10.4	The Promoter hereby assures that the Project will be developed and completed in accordance with the sanctioned plans as approved and revised by the local authority from time to time and shall follow the conditions mentioned in various permissions as mentioned above.
	Variation in carpet area	10.5	The Promoter hereby assures that after construction of the apartment, there shall not be variation of more than **4 to 5 %** in the carpet area as mentioned in **Schedule B**. However, if there is any reduction in carpet area beyond the above mentioned variation limit, then the Promoter shall compensate the Allottee by issuing a refund of any such excess amount paid. If there is any increase in carpet area beyond the above mentioned variation then the Allottee shall pay the excess amount. This monetary adjustment shall be made at a rate equal to the consideration amount divided by the total area of apartment as mentioned in **Schedule B**.
	Possession date of the apartment	10.6	The Promoter hereby assures that they shall complete the construction and give possession of the said Apartment(mentioned in **Schedule B)** to the Allottee on or before_____**.**If there is any delay in possession due to reasons other than those mentioned in clause hereunder then the Promoter hereby agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rules on all amounts (excluding Government taxes and duties) paid by the Allottee for every month of delay till handing over of possession.
	Completion / Occupancy Certificate	10.7	The Promoter hereby assures to obtain all N.O.C's from various concerned Government authorities and shall submit the file to Local Authority for occupancy/completion certificate. However, if, the local authority delays issuing the certificate beyond 21 days after submission of all required documents/N.O.C's for occupation, then same shall not be construed as delay on the part of the Promoter in obtaining Occupancy/Completion Certificate.

	Defect Liability Period	10.8	The Promoter hereby assures to rectify any structural defect or any other defect in workmanship, quality or supervision without any further charge if any such defect is brought to the notice by the Allottee within a period of 5 years from the date of handing over of possession. However, the defect liability of the Promoter will cease to exist in case of normal wear and tear dueto weathering, negligence on part of the Allottee (if the apartment is kept closed i.e. without any ventilation for a period of more than 90 days), force majeure, damage to electrical equipments due to voltage fluctuations or due to any reason beyond the control of the Promoter.
	Formation of legal entity	10.9	The Promoter hereby assures that it will form separate Co-operative Society or Condominium of Apartment(As per Maharashtra Ownership Flats Act 1963- Section 10) for residential building within three months from the date on which fifty one percent of the total number of allottees in such a residential building have booked their apartment. However, any delay towards affixing signature of Allottee's on such society formation/Aparment registration documents and procedural delays on account of Co-operative department will not be to the account of the Promoter. Further, apex body of such Co-operative Societies/Apartment Federation will also be formed after obtaining final occupation certificate of last Residential building.
	Conveyance to legal entity	10.10	Occupancy/Completion certificate or after obtaining full and final consideration from all allottees in that respective building whichever is later. The Promoter further assures that the entire undivided land underneath the residential building jointly along with amenities, utilities and services will be conveyed to the Apex body within a period of 2 years upon obtaining full and final Occupation/Comlpletion certificate as per future potential plan sanctioned from the local authority. The conveyance boundaries for the apex body of residential building are as per future plan annexed .
Obligation of the Allottee			
11	**Specific consent (along with this agreement)**	**11.1**	In accordance with sub rule (4) of rule 4 of Real Estate Regulation Rules, 2017, the Allottee hereby gives specific consent to the local authorities and also to the Promoter and has No Objection against the Promoter for the following: • To construct the project as per the future potential layout/building Plan • Amalgamation of adjoining land and preparation of new building plan and layout(if needed) as long as location of existing open space is not changed.

			• Change of unit plans of amenity buildings to be constructed on Amenity space. • Additional constructed on Buildings • Change in building / layout plans due to instructions received by local authority. • Minor additions or alteration. ---------- (Signature of Allottee) (This consent shall be construed as informed consent)
	Specific consent (when required later)	11.2	The Allottee hereby assures that in the event there is any consent that is required to be obtained under Real Estate Regulation Act, 2016 then in such event he accepts the procedure as mentioned and detailed hereunder. The Promoter shall send the proposed changes in the plan/specifications to the respective Allottee on their registered email address as mentioned in this agreement. Thereafter, the Allottee shall give its reply in writing to the said proposed changes within 7 days from the date of the successful delivery of the said e- mail to the Allottee and in case non reply/failure of Allottees to reply/respond to the said e–mail within 7 days as aforesaid then it shall be treated that the Allottee have given informed specific consent for the said change and thereafter Allottee shall not raise any dispute about the same in future. Notwithstanding anything contained hereinabove, Allottee agrees and accepts that unless and until proposed revision of sanctioned plans are not against the express provisions of the act they shall not withhold the consent.
	Possession of the apartment	11.3	The Allottee hereby assures that they shall take possession of the Apartment within 15 days upon receiving written notice regarding readiness of the apartment for occupation. If the Allottee fails to take the possession of the apartment within such period then the Allottee shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Promoter.

	Consideration Amount	11.4	After due discussions, diligence and negotiations between the Promoter and the Allottee, the Allottee hereby agrees to purchase from the Promoter and the Promoter agrees to sell to the Allottee the Said Apartment for a lump sum consideration Rs. ……./- (Rupees ……) to be paid by the Allottee to the Promoter towards the said Apartment hereinafter referred to as the " Consideration amount". The Promoter specifically declares and the Allottee hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and covered parking (if allotted), proportionate price of common areas & facilities which is detailed in Schedule C. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.
	Payment Schedule	11.5	The Allottee hereby agrees and accepts to pay the consideration amount to the Promoter as per the payment schedule more particularly described in **Schedule E.** Whereas any deduction of amount made by the purchaser on acc**o**unt of T.D.S. then the purchaser shall submit the original Tax deduction certificate within ……months.
	Early payment	11.6	If the Promoter completes the construction before time, then the Allottee hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be offered in such case where construction has been completed before the agreed timeline. ---------- (Signature of the Allottee) (I hereby specifically agree to make early payment in case of early completion)
	Taxes & Duties	11.7	The Allottee hereby agrees and accepts that the Consideration Amount excludes expenses for stamp duty, registration fees, service tax, VAT or any other taxes applicable and in force today or those that may become enforceable and payable at any time in future. If in future, Goods & Service Tax (G.S.T.) is levied on the said agreement then all outgoings pertaining to this shall be paid by Allottee separately.

	Provisional Maintenance Amount	11.8	The Allottee hereby assures to pay provisional one time maintenance amount charged at **Rs……. /-for residential unit and also shall pay 36 Post dated chqs. Each of amount Rs. ……/-towards monthly maintenance,** in addition to the consideration amount, Taxes & Duties mentioned above towards maintenance of the project in separate accounts. This maintenance amount shall be deposited before handing over of possession of the said Apartment.The amount of one time maintenance is not for any specific period of years and is only a provisional amount towards maintenance charges of theproject.But the 36 P.D.C.Chqs. towards monthly maintenance are for a specific period of 3 yrs. i.e. 36 months.The said 36 P.D.C and one time provisional maintenance chqs/amount given in name of Society/Apartment Federation. But, if the Soceity/Apartment Federation is not registered then the said Chqs/amount shall be given in the name of **"KARDA CONSTRUCTIONS LTD."**
	Incidental Payments	11.9	In addition to the consideration amount, maintenance amount, Taxes and duties mentioned above, the Allottee shall additionally pay to the Promoters, before delivery of possession of the said Apartment, the following amounts: i) Rs……. /- Society formation /Apartment Registration Share Money and Legal Expenses ii) Rs……./- MSEDLC Charges iii) Rs……/- Health Club Membership Charges ========== **Rs……../- Total Amount**
	Payment period	11.10	The Allottee hereby assures to pay all the amount of instalments within 15 days from the date of receipt of the demand letter of instalment by the Promoters. In case of any delay beyond a period of 15 days, then interest charges as per Rules will be applicable.

	Payment of fees water charges, electricity, taxes etc	11.11	The Allottee hereby assures to pay necessary water charges, electricity user meter charges and grampanchayat / local authority municipal tax as applicable.
	Repairs of the Apartment	11.12	The maintenance of Apartment is the primary responsibility of the Allottee and he shall always take necessary precautions and preventive measures to ensure that the Apartment is maintained in a good condition. He shall not cause any such activity that will be harmful to adjoining neighbors and for the building structure.
	Alteration in the Apartment	11.13	No addition or alteration will be carried out in the Apartment or building in which the Apartment is situated without the consent of the local authorities.
	Hazardous and dangerous goods storage	11.14	The Allottee shall not 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. In case any such damage is caused to the Apartment or to the building in which the Apartment is situated on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for any such consequences.
	Maintenance of the internal Apartment	11.15	The Allottee shall carry out at 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 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 committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

	Preserving the aesthetics and elevation	11.16	The Allottee shall preserve the aesthetics of the elevations of the scheme no Allottee of the said Apartment shall be entitled to install Air Conditions Units, Window Air Conditioner Units thereby affecting the glass elevations at the frontage as well as affecting the common use of the passages, lobbies and common areas in the building. Such air conditioner units may be installed only at the space as may be provided by the Promoter.
	Demolition and common utilities maintenance	11.17	The Allottee shall not 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 Promoters and/or the Society or the Limited Company
	Cleanliness	11.18	The Allottee shall 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 said land and the building in which the Apartment is situated.
	Sub-let, transfer of rights	11.19	The Allottee 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 to the Promoters under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non- observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoters.
	Abiding by Society bye-laws or regulations of Apartment	11.20	The Allottee shall observe and perform all the rules and regulations which the Co-operative Society 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.

General/ Miscellaneous stipulations			
12	**Time Extension**	12.1	The Promoters shall be entitled to get reasonable extension of time for giving possession of the apartment beyond date as mentioned above, if the completion of building in which the said apartment is situated is delayed on account of- a. War, civil commotion or act of God; b. any notice, order, rule, notification of the Government and/or public or competent authority c. Delay in issuance of Completion Certificate due to reason/s not attributable to the non compliance of the Promoter.
	Name in which payment is to be drawn for Consideration Amount	12.2	Promoter specifically communicates to the Allottee that the Allottee shall make the payments for Consideration Amount to the Promoter by Demand Draft or by local cheques drawn in the name of **Karda Construction Ltd Ltd.**electronic mode of transfer. NEFT/ RTGS details are as under: i.Account Holder Name**Karda Construction Ltd.** ii.Bank Name -:**ICICI Bank** iii. Branch -:**Nasik Road** iv. Account Number ……. v. IFSC code.-: …….. vi. Account type – ……
	Name in which payment is to be drawn for Taxes and Duties	12.3	Promoter specifically communicates to the Allottee that the Allottee shall make the payments for additional amount along with charges towards stamp duty, registration fees, VAT and Service Tax /GSTto the Promoters by Demand Draft or by local cheques drawn in thename of **Karda Construction Ltd.**or by electronic mode of transfer. NEFT/ RTGS details are as under: ii. Account Holder Name **Karda Construction Ltd.** ii. Bank Name -: **ICICI Bank** iii. Branch -:**Nasik Road** iv. Account Number ……. v. IFSC code.-: …….. vi. Account type – ……

	Maintenance of the Project	12.4	Promoter shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the Allottees more particularly described in **Schedule F,** until Promoter hands over the maintenance account of the Project to Society/Apartment and/or Apex Body as a case may be or till the provisional maintenance amount fund gets exhausted whichever is earlier . It is agreed and understood by the Allottee that the Provisional Maintenance Amount payable by the Allottee to the Promoter is not for maintaining the project for any particular years. Promoter hereby assures that the provisional maintenance fund shall be used for maintenance purpose only and Promoter shall maintain the separate bank account for the aforesaid maintenance amount received from all the Apartment Allottees and this maintenance fund will not be misused by the Promoter for any other purpose. Upon formation of Society as mentioned above, the Promoter shall hand over the individual building maintenance fund and balance (if any) to that respective Society and whereas common and Environmental Management Plan maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the Allottee on the Promoter on the maintenance amount. Promoters shall have sole discretion to decide actual utilization of the maintenance charges collected from the Allottees and no Allottee shall be entitle to challenge the same on the ground of reasonability and/or preference.
	Maintenance responsibility of the Promoter ceases	12.5	Promoter specifically communicates to the Allottee that if Allottee fails and/or neglects to pay aforesaid expenses as and when demanded by the Promoters and/or concern authority then same shall be considered as material breach of these presents notwithstanding regular payment of Consideration Amount on agreed dates by the Allottees and in such case Promoter shall not be responsible for the maintenance of the said project.
	Change in consultants	12.6	The Promoters shall have every right to change and appoint any new consultant as per his discretion & choice.
	Termination of Agreement by Promoter	12.7	Without prejudice to the right of the Promoter to charge 2% interest + prevailing hightest MCLR rate of SBI on delayed payment, if the Allottee commits three defaults on making payment as per the stages mentioned **Schedule E** then the Promoter shall serve a notice of 15 days in writing by Regd.A.D. to the Allottee informing its intention to terminate this Agreement and if the Allottee fails to rectify the breach as mentioned by the Promoter within a period of 15 days, then the Promoter shall be entitled to terminate this

			Agreement and deduct upto10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination Promoter is not responsible to refund any taxes and duties such as Service Tax, VAT,GST, stamp duty and registration charges which were paid to the Government and the Allottee shall apply for refund at their own effort and cost.
	Cancellation of Agreement by Allottee	12.8	If the Allottee wishes to cancel the agreement due to reasons not attributable to the default of the Promoter, then the Promoter shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the apartment has been booked by other Allottee. In the event of cancellation by Allottee, the Promoter is not responsible to refund any taxes and duties such as service tax, VAT, stamp duty and registration charges which was paid to the Government and the Allottee shall apply for refund at their own effort and cost.
	Advertisement / Prospectus	12.9	It is specifically understood and agreed by the Allottee that the prospectus other advertising material published by the Promoters from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Promoters and Allottee. The details mentioned in **Schedule C and D** hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications.
	The Promoter Mortgage or create a charge	12.10	The Promoter after executing the said agreement, he shall not mortgage or create any charge on the said flat/shop/office (excluding project loan) and if any mortgage or charge is made or created then not withstanding anything contained in any other law for the time being in force, such a mortgage or charge shall not affect the right and interest of the allottee who has taken or agreed to take such a flat.
	Entry of Promoters staff in the premises	12.11	Till the conveyance in favor of Federation is executed, the Allottee shall permit the Promoters and their surveyors, contractors, engineers and agents, with or without work men and others, at all reasonable times, to enter into and upon the project land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof.

	Movement of men and material.	12.12	The Allottee is well aware that the Promoter will construct buildings based on Future Potential as mentioned.The Allottee assures that after possession of the Said Apartment he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings. ---------- (Signature of Allottee) (This consent shall be construed as informed consent)
	Water connection and charges	12.13	The Allottee is fully aware that the Promoter has already applied for the water connection for the said Building but still it is not yet obtained from NMC .But till the water connections are available, the demand for water will be fulfilled either through bore-well or through tanker or any other available source. The Allottee/s agree to pay the necessary water charges, tanker charges and is fully aware about this fact and shall not take any objection regarding this matter. ---------- (Signature of Allottee) (I hereby agree to pay necessary water charges as mentioned above)
	Enclosure of terrace and fine thereof	12.14	The terrace space adjacent to the Apartment shall belong exclusively to the respective Allottee of the Apartment and such terrace spaces are intended for the exclusive use of the respective Allottee. The said terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or the Co-operative Society/Apartment federation as the case may be shall be kept indemnified from any penal action at all times.
		12.15	None of the actions, concessions or indulgence shown by the Promoters shall be presumed and/or be treated and/or deemed to have been waived their preferential right or the right of pre-emption or the right of first refusal of the Promoters, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or ofthe Said Land and building/s or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee, and allotted areas such as upper terrace, open spaces, parking's,

			lobbies etc. will remain the land of the Promoters until the said Land is conveyed to the Federation of Co-operative Societies/Apartment Federation as agreed to be conveyed by the Promoters as per the terms and conditions of thisagreement.
	Jurisdiction	12.16	This Agreement shall be governed by the laws of India and Courts of Nashik shall have exclusive jurisdiction to try and entertain the dispute/s arising out of these presents.
	Registration	12.17	The Allottee and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
	Stamp Duty	12.18	The Allottee herein has paid stamp duty of **Rs. ……. /-** (**……..**)along with appropriate registration fees as per Maharashtra Stamp Act, 2015. However, if there is any increase in stamp duty by the Government at the time of registration of conveyance in favor of respective building and/or federation/Apex body, then such incremental stamp duty shall be borne and paid by the Allottee.
	P.O.A. for admittance	12.19	M/s Karda Construction Ltd. has appointed toMr ……..to admit the execution of this Agreement by virtue of Power of Attorney registered in office of the Jt. Sub-Registrar Nasik -2 at Sr. No. ……./…… dated ……

SCHEDULE – A

(Project Land)

All that Piece and Parcel of Non-Agriculture land bearing Survey No. 248/1 to 6/1+2+3+4(Part), having a Total Area admeasuring 21512.00 Sq. Mtrs.,situated, lying and being at village Deolali ,Taluka-Dist Nashik,Within the limits of The Nasik Municipal Corporation Nasik.,

which is jointly & commonly bounded as follows: -

East	As per record of rights
West	
South	
North	

Together with all things lying or being under, upon embedded, in or attached to earth right of way & all easementary rights pertaining thereof.

SCHEDULE- B

The premises to Residential/Commercial on going scheme/project known as **"HARI-SANSKRUTI PHASE-I"** in **"……" BUILDING ……..."** out of the project Flat No. ……., On the ……Floor as per the Sanctioned building plan by the Nasik Municipal Corporation Nasik, having **Carpet Area Admeasuring …… Sq.Ft. i.e. …… Sq. Mtrs. with Covered Parking No…….. (if applicable)** which is bounded as shown below: -

East :
West : AS PER APPROVED BUILDING PLAN.
South :
North :

SCHEDULE- C

Pro-rata right along with all the Purchaser/s of Premises in the said property in limited common area and facilities as follows (This does not apply in the case of premises other than Flats/ Pent Houses).

1) Staircase, Mid landings and main landing.
2) Ground floor entrance lobby & entrance area as marked on site.
3) Lift & lift room.
4) Common overhead tanks, septic tanks & water pumps.

SCHEDULE- D
FIRSTLY
INTERNAL SPECIFICATION OF FLAT

1) RCC frame structure with plastered brick work for external & internal walls.
2) One side laminated main door with security night latch and flush doors with cylindrical lock for bedrooms.

3) Edge cut vitrified 2'X2' tiles in the rest of the flat/row-bungalow other than toilet/s, WC, baths, store, terrace, utility/dry balcony and under the granite top in the kitchen.
4) Glazed tiles flooring in the bathrooms/WC's and dado in bathrooms and WC's
5) Granite kitchen top with glazed tiles dado upto 2.5' only.
6) One stainless steel kitchen sink.
7) Concealed plumbing line with hot & cold shower mixture & other fittings and sanitary ware for bathroom & WC.
8) One wash basin.
9) Concealed electric wiring with wiring accessories, LV wires and modular switches and electric points.
10) One door bell.
11) Powder coated aluminum sliding windows with SS mosquito net.
12) Emulsion paint for the interior of the premises and exterior cement paint for the common area and the building.
13) One telephone point in the living room & master bedroom.
14) One inverter point in all the rooms.

NOTE: Due to constant developments the above specifications and amenities are subject to change without any notice on account of non-availability of amenity, non-availability of material or non-feasibility. The above amenities should be constructed suitably in case of Shops, if any.

SCHEDULE- D
SECONDLY

1) Five feet high compound wall.
2) Landscape garden & multi equipped play area for childrens.
3) Gymnasium hall - well equipped with exercising equipment for the use of the Purchaser/s.
4) Main gate entrance & exit gate complete with Security Cabin.
5) Common club house for use of the Purchaser/s along with other Purchaser/s of the premises in the property at concessional charges.
6) Back-up for lift and common electric points in staircase, parking & common areas.
7) Underground water reservoir.
8) Fire fighting system as required.
9) Lawn area , Sitting area, Open Parking as per approved plan.

SCHEDULE- D
THIRDLY

1) The expenses of maintaining, repairing, re-decorating etc. of the main structure and in particular the terrace, garden and main water pipes, lifts and electric wires in under or upon the building and enjoyed or used by the premises holder/s in common with the other occupiers of premises and the main entrance, passage, landings, lifts and staircase of the building are enjoyed by the premises holder/s used by him/her/them in common as aforesaid and the boundary wall of the building compound etc.
2) The cost of cleaning & lighting the passages, water pump, landing, staircases lift, common lights and other parts of the building used by the premises holder/s in common as aforesaid.
3) The cost of the salaries of clerks, bill collectors, lift men and security, pump man, sweepers etc.
4) The cost of working and maintenance of common light, water pump, lift & other service charges.
5) Deposits for building, water meters, electric meter, sewer line etc.
6) Municipal & other taxed such as water charges, bills, common electricity charges bills, cess, levy and revenue N.A. taxes etc.
7) Insurance of the building.
8) Such other expenses as are necessary or incidental for the maintenance and upkeep of building/s.
9) Managed service of maintenance of garden property of Purchaser/s along with other Purchaser/s of the premises in the property as contracted and paid for to the organization managing the service at the rate decided mutually.
10) Single point managed service for sending/receiving courier as well as payment of bills at a cost as decided by the organization operating the service.
11) Temporary use of the club-house for a period of 6 (six) hours on any day at the cost of Rs. 1,000/- (Rs. One Thousand Only) payable in advance to the organization.
12) Regular use of Gymnasium at the cost of Rs. 100.00 per person per month payable in advance to the organization.

In witnesses whereof the parties hereto have hereunto set & subscribed their respective hands and seals the day & year herein above written

SCHEDULE- E
(PAYMENT SCHEDULE)
Building 'D' Type

Particulars	Percentage	Amount (Rs.)
At the time of booking	10%	
Immediately upon and after execution and registration of Agreement for Sale	10%	
After completion of Plinth	15%	
After completion of First Slab	5%	

After completion of Second Slab	5%	
After completion of Third Slab	5%	
After completion of Fourth Slab	5%	
After completion of Fifth Slab	5%	
After completion of Sixth Slab	5%	
After completion of Seventh Slab	3%	
After completion of Terrace Slab	2%	
After completion of Brick Work & Internal Plaster	5%	
After completion of Staircase &Lobby	5%	
After completion of Plumbing & External Plaster	5%	
After completion of Water pump & Electrical Fitting	5%	
After completion of Lift & Entrance Lobby	5%	
After handing over/ possession to Allottee based on certification by Architect	5%	
Total	100%	

SCHEDULE- E

(PAYMENT SCHEDULE)

Building 'E' Type

Particulars	Percentage	Amount (Rs.)
At the time of booking	10%	
Immediately upon and after execution and registration of Agreement for Sale	10%	
After completion of Plinth	15%	
After completion of First Slab	3%	
After completion of Second Slab	3%	
After completion of Third Slab	3%	
After completion of Fourth Slab	3%	
After completion of Fifth Slab	3%	
After completion of Sixth Slab	3%	
After completion of Seventh Slab	3%	
After completion of Eighth Slab	3%	

After completion of Nineth Slab	3%	
After completion of Tenth Slab	3%	
After completion of Eleventh Slab	2%	
After completion of Twelveth Slab	2%	
After completion of Terrace Slab	1%	
After completion of Brick Work & Internal Plaster	5%	
After completion of Staircase &Lobby	5%	
After completion of Plumbing & External Plaster	5%	
After completion of Water pump & Electrical Fitting	5%	
After completion of Lift & Entrance Lobby	5%	
After handing over/ possession to Allottee based on certification by Architect	5%	
Total	100%	

SCHEDULE – F

(MAINTENANCE SCHEDULE)

Following are the particulars and cost heads under each maintenance account

Individual/Respective building Maintenance

Sr. No.	Cost
1	Building housekeeping
2	Building security
3	Electricity charges for: a. Lift b. Passage area lighting c. Any other electrical appliance meant for the respectivebuilding
4	Annual maintenance charges for: a. Lift b. Video door phone c. Inverter backup

Common Area Maintenance

Sr. No.	Cost Head

1	Common area housekeeping
2	Common area security
3	Electricity charges for: a. Street lighting b. Open Space lighting c. Clubhouse d. Amenities
4	Annual maintenance charges for: a. Firefighting b. Water treatment plant c. Water pumps d. Diesel Generator
5	Water charges for tanker, water tax etc.
6	Diesel expenses for generator
7	Facility Manager & supervisory staff and its admin expenses
8	Water treatment plant consumables

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY, DATE AND PLACE MENTIONED HEREINABOVE.

SIGNED AND DELIVERED BY THE WITHIN NAMED **ALLOTEE**
(1) (Authorized Signatory)
WITNESSES: Name Signature _____ _
Name Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED **PROMOTER No.1**
(1) (Authorized Signatory)
WITNESSES: Name Signature _____ _
Name Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED **PROMOTER No.2**
(1) (Authorized Signatory)
Above mentioned Promoter No. 2/Consenting party through their duly constituted attorney Karda Construction Ltd.
WITNESSES: Name Signature _____ _
Name Signature _____

WITNESSESS:

1. …… ……

2. …… ……