

AGREEMENT TO SELL

This **AGREEMENT TO SELL** is executed here at Pune, on this ____ day of _____ month of the year ____.

NAIKNAVARE HOUSING DEVELOPMENT PRIVATE LIMITED, a company, registered under the Indian Companies Act, 1956, having its office at, 1204/ 4, Ghole Road, Shivajinagar, Pune: 411 004, represented by its duly authorized Director **HEMANT DATTAJI NAIKNAVARE**, aged about 64 years, occ: business OR **RANJIT DATTAJI NAIKNAVARE**, aged about 62 years, occ: business, Through Authorized Signatory **ANAND HEMANT NAIKNAVARE**

Hereinafter referred to as the “**OWNERS /PROMOTER**”, (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their legal heirs, executors, administrators, business assigns, trustees, transferees etc.)

..... **Of the First part,**

AND

Full name (capital)	RAM VILAS GADADE	
Age/ occ	35 YEARS	---
Full Address	C-29/06, DWARKA CITY, PUNE, MAHALUNGE, MAHARASHTRA-410501.	
PAN	BNGPG2228E	
AADHAR	6576 3249 7666	
E-mail	ramgadade1991@gmail.com	
Contact No.	9637275722	

Full name (capital)	VILAS SHIVAPPA GADADE	
Age/ occ	65 YEARS	RETIRED
Full Address	C-29/06, DWARKA CITY, PUNE, MAHALUNGE, MAHARASHTRA-410501.	

PAN	BMWPG9657C
AADHAR	3816 2108 7325
E-mail	ramgadade1991@gmail.com
Contact No.	7385210422

Hereinafter referred to as the sake of brevity referred to as **THE PURCHASER/S OR ALLOTTEE/S** which expression shall, unless repugnant to the context be deemed to include his/her heirs, executors, administrators and assignees.)

..... Of the Second part

- i) **WHEREAS** the owner above had acquired all those pieces of land bearing Survey No. 88 (P) admeasuring 00 Hector 0.03, S. No. 90 admeasuring 01 Hector 09 Are, S. No. 91 admeasuring 00H 62 Are, S. No. 92 admeasuring 00 Hectors 41 Are, S. No. 93 totally admeasuring 01 Hectors 52 Are, S. No. 94 admeasuring 03 Hectors 28 Are, S. No. 95 (P) admeasuring 01 Hectors 60 Are, S. No. 96 admeasuring 00 Hectors 73 Are, S. No. 113/2 admeasuring 00 Hectors 84 Are, S. No. 122 admeasuring 00 Hectors 4 Are, S. No. 123 admeasuring 02 Hectors 65 Are, S. No. 124 (P) 0H 0.80R east side out of 00 Hectors 3.02Are, S. No. 125 admeasuring 00 Hectors 89 Are, S. No. 126/1 admeasuring 00 Hectors 76 Are, S. No. 126/2 admeasuring 02 Hectors 44 Are, S. No. 127 admeasuring 01 Hectors 19 Are, S. No. 128/1 admeasuring 01 Hectors 66 Are, S. No. 128/2 admeasuring 01 Hectors 66 Are, S. No. 128/3 admeasuring 01 Hectors 66 Are situated at village Mahalunge, Taluka Khed, District Pune, within the limits of Registration District of Pune, Sub-Registration Taluka Khed, and Gram Panchayat of village Mahalunge is owned and possessed by the owner/promoter. (Hereinafter, *collectively* referred to as the said "**LARGER LAND**"), more particularly describe in **FIRST SCHEDULE** under registered instruments of sale;
- ii) **AND WHEREAS** the Promoter would be developing the township on aforesaid Larger land in phase wise manner by constructing buildings, Duplex, Plots and Commercial spaces which shall have common amenities for entire larger land under the name of "Dwarka". Development of residential tenements is conceived to be organized in the form of separate clusters and each such cluster is proposed to be

constituted as an independent co-operative housing society, capped by an Apex Federal Society and/or association of societies of all such organizations. The Promoter has completed construction of some of the buildings and clusters on the larger land of 'Dwarka' township and possession of some Apartments are handed over to respective allottees and further constituted cluster-wise independent co-operative housing societies for the same.

- iii) **AND WHEREAS** the said Larger Land is in a 'residential zone', in the Final Regional Plan of Pune Region, which came into force with effect from 10.02.1998, drawn and sanctioned by the State of Maharashtra, under the provisions of the Maharashtra Regional and Town Planning Act, 1966;
- iv) **AND WHEREAS** the said Larger Land being also partly located in the limits of Pune Urban Agglomeration, Pune, the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 [now repealed by the Urban Land (Ceiling and Regulation) Repeal Act, 1999, adopted by the Legislative Assembly and Legislative Council of the State of Maharashtra, *vide* their resolution dated 01.12.2007, published in the Maharashtra State Gazette (Extra-ordinary) dated 05.12.2007] are not attracted;
- v) **AND WHEREAS** the Sub-Divisional Office Junnar, Sub-division Khed, *vide* his Order dated 14.01.2008 bearing No. SJD/ N.A./ S.R./ 195/ 2007, followed by Order dated 26.05.2008 bearing No. SJD/ N.A./ S.R./ 236/ 2007, Order dated 23.10.2009 bearing No. SJD/ N.A./ S.R./ 285/ 2008, Order dated 30.10.2009 bearing No. SJD/ N.A./ S.R./ 47/ 2008, Order dated 13.09.2010 bearing No. SJD/ N.A./ S.R./ 117/ 2010, Order dated 21.01.2011 bearing No. SJD/ N.A./ S.R./ 412/ 2010, Order dated 09.11.2012 bearing No. SJD/ N.A./ S.R./ 157/ 2012, Order dated 18.03.2013 bearing No. SJD/ N.A./ S.R./ 577/ 2012, order dated 09.12.2014 bearing No. SJD/ N.A./ S.R./ 153/ 2014 permitted non-agricultural use of the said Larger Land, for the purpose of residence under section 44 of the Maharashtra Land Revenue Code, 1966 and also sanctioned the building/s plans, followed subsequently by development permission and commencement certificate No. DP/BKH08/2016/Prakra.851/16-17/KHE/Shakha-1/Mou. Mahalunge/Gat No.88 and other dated 10.11.2016 issued by Pune Metropolitan Regional Development Authority (established *vide*

Notification dated 31.03.2015 issued by UDD, Maharashtra).

- vi) AND WHEREAS** environment Department, Government of Maharashtra in S vide No. SEAC-2009/CR.15/TC-2 dated 19.05.2010 granted Environmental Clearance for the 'Dwarka' Township and subsequently an extension against the said received vide SEIAA-EC—000002246 dated 08/01/2010. Thereafter Promoter has received amendment against EC having Identification No. EC24BO39MH164708 on 03/01/2024.
- vii) AND WHEREAS** the Promoter would be developing the aforesaid Larger land in phase wise manner by constructing buildings which shall have common amenities for entire larger land. Development of residential tenements is conceived to be organized in the form of clusters of buildings of 1, 2 & 3 bedroom configuration and as per provisions of the Maharashtra Co-operative Society Act, 1960 and each such cluster is proposed to be constituted as an independent co-operative housing society, capped by an Apex Federal Society of all such organizations. The Promoter has completed construction of some of the buildings and clusters on the larger land of 'Dwarka' township and possession of some Apartments are handed over to respective allottees and further constituted cluster-wise independent co-operative housing societies for the same.
- viii) AND WHEREAS VIDE** mutation entry no. 5636 dated 20/08/2024 that
Old Gat Nos.88,90,91,92,93,94,95,96,113/2,122,123,124,125,126/1,126/2,127,128/1,128/2,128/3 which were subdivided as per sanction layout bearing No. 753/2024 allotted new Gat No. 88/90 to 96/113/2/122 to 128/15 Mtr. D.P. /Road, 88/90 to 96/113/2/122 to 128/30 Mtr. D.P./Road, 88/90 to 96/113/2/122 to 128/36 Mtr. D.P. Road, 88/90 to 96/113/2/122 to 128/Common/Internal Road, 88/90 to 96/113/2/122 to 128/1A, 88/90 to 96/113/2/122 to 128/Internal Road/1A, 88/90 to 96/113/2/122 to 128/1B, 88/90 to 96/113/2/122 to 128/Internal Road/1B, 88/90 to 96/113/2/122 to 128/2A2B, 88/90 to 96/113/2/122 to 128/Internal Road/2A-2B, 88/90 to 96/113/2/122 to 128/3A, 88/90 to 96/113/2/122 to 128/Internal Road/3A, 88/90 to 96/113/2/122 to 128/Commercial/Plot No.1, 88/90 to 96/113/2/122 to 128/Commercial/Plot No.2, 88/90 to 96/113/2/122 to 128/1C-1 to 88/90 to 96/113/2/122 to 128/1C-1 to

1C-64, 88/90 to 96/113/2/122 to 128/Internal Road/1C, 88/90 to 96/113/2/122 to 128/Service Area/1C, 88/90 to 96/113/2/122 to 128/1D-1 to 1D-34, 88/90 to 96/113/2/122 to 128/Internal Road/1D, 88/90 to 96/113/2/122 to 128/Service Area/1D, 88/90 to 96/113/2/122 to 128/2C-1 to 2C-76, 88/90 to 96/113/2/122 to 128/Internal Road-2C, 88/90 to 96/113/2/122 to 128/Service Area/2C, 88/90 to 96/113/2/122 to 128/2D-1 to 2D-37, 88/90 to 96/113/2/122 to 128/Internal, Road/2D 88/90 to 96/113/2/122 to 128/Service Area/2D, 88/90 to 96/113/2/122 to 128/Open Space-1 to 88/90 to 96/113/2/122 to 128/Open Space-7, 88/90 to 96/113/2/122 to 128/Open Space-7A, 88/90 to 96/113/2/122 to 128/Open Space/8, 88/90 to 96/113/2/122 to 128/Open Space/9A, 88/90 to 96/113/2/122 to 128/Open Space-10 to Open Space/16, 88/90 to 96/113/2/122 to 128/Open Space-16-A, 88/90 to 96/113/2/122 to 128/Open Space/17 to 20, 88/90 to 96/113/2/122 to 128/Amenity Space/1 to 2, 88/90 to 96/113/2/122 to 128/Amenity Space/2A, 88/90 to 96/113/2/122 to 128/Amenity Space-3 to 6 and 88/90 to 96/113/2/122 to 128/School.

ix) AND WHEREAS under the larger township of Dwarka the Promoter subdivided said entire land into various Plots. Further Area under Building Layout was shown in “A Plot” and area under Plotted Layout is shown as “B Plot”. And thereafter PMRDA has sanctioned Sub-Division bearing No. DP/BKH/Mou. Mahalunge/S.no.88 & others/Pra. Kra. 753/23-24/7252, dated 28/12/2023 and accordingly as part of said Larger Land Plot no. 2A+2B admeasuring about 39478.87 Sq. mtrs.is formed more particularly described in the **SECOND SCHEDULE** written herein (hereinafter, *collectively* referred to as the said “**SAID PLOT**”). In the said cluster/Sector, the Promoter is constructing **building ‘C-20**, having Parking Floor (Plinth) + 12 floors, comprising of 48 residential units, and a Club House on Open Space no. 6 on undivided portion of land admeasuring 2063.25 Sq. Mtrs underneath the building along with Open Space no. 6 admeasuring about 1160 Sq.mtrs ,totally admeasuring about **3223.25 Sq.mtrs.** thereto, which is more particularly described in the **THIRD SCHEDULE** hereunder written (Hereinafter referred to as “**the Project Land-2**”); The Project Land-2 is delineated in RED colour in the layout Plan annexed herewith .

x) AND WHEREAS The Said Larger Land Along with the Plot no 2A+2B is

shown on the plan annexed hereto as **Annexure-2**. The present building C-21 and Open space no 6 showing Club –House (Project Land-2) plan for the Said Land is annexed hereto as **Annexure-3**. The Plan of the Said Unit/Apartment is annexed hereto as **Annexure-4**. The specifications for the said Unit/Apartment is stated, in **Annexure-5** annexed hereto. Common facilities are stated, in **Annexure-6** annexed hereto. Copy of Commencement Certificate of sanction of Layout plan vide No. DP/BKH/Mou. Mahalunge/G.No. 88 & others/Pra. Kra. 753/23-24/7252 dated 28/12/2023 issued by Metropolitan Commissioner and Chief Officer of PMRDA is annexed hereto as **Annexure-7**. Copy of the Non Agriculture Assessment Order issued by the Tahsildar, Khed is annexed hereto as **Annexure-8**. Copy of the Certificate of Registration of the Said Project Land-2 issued by Real Estate Regulatory Authority, State of Maharashtra annexed hereto as **Annexure-9**. Copy of 7/12 extract of Survey No.88 & others of Village Mhalunge shown the name of the Promoter herein for the Said Larger Land is annexed hereto as **Annexure-10** collectively. Copy of the Certificate of the title, issued by the Advocate of the Promoter is annexed hereto, as. **Annexure-11**. Copy of the terms of reference (TOR) from environment is annexed herewith as **Annexure -12**. General guidelines about the usages of the said Apartment are mentioned in **Annexure -13**.

- xi) AND WHEREAS** the allottee purchaser agreed to purchase all that **Apartment bearing No. 01 in the “Building- C-20”** on the Land, more particularly described in **SCHEDULE-3** given herewith and delineated in the floor map annexed hereto (hereinafter referred to as the said **“APARTMENT”**) which is more particularly described in **Schedule IV** herein under written from the Promoter/ Developer;
- xii) AND WHEREAS** the Promoter has entered into a standard Agreement with an Architect G H Naiknavare, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- xiii) AND WHEREAS** the Promoter has appointed Mrs. Krupali Kadam, a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;
- xiv) AND WHEREAS** by virtue of the Sale Deed the Promoter has sole and

exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the Said Land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

- xv) AND WHEREAS** on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land-2 land and the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- xvi) AND WHEREAS** the authenticated copies of Certificate of Title issued by advocate of the Promoter, authenticated copies of extracts of Village Forms VI and VII and XII showing the nature of the title of the Promoter to the Project Land-2 land on which the Apartments/Shops are constructed or are to be constructed have been annexed hereto and marked as **Annexure '10' and '9'**, respectively;
- xvii) AND WHEREAS** the authenticated copies of the plans of the Layout as approved by Pune Metropolitan Regional Development Authority have been annexed hereto and marked as **Annexure '2'**;
- xviii) AND WHEREAS** considering revisions/alterations recommended by the Architect/Engineer in the sanctioned layout of Land, and as may be permitted by the Planning Authority, the promoter has submitted Layout and building Plans proposing revisions and alterations in sanctioned Plan to Pune Metropolitan Region Development Authority (PMRDA) for seeking its revised approval. Subject to getting approval from PMRDA on the said submitted Plan, the construction of the buildings and open spaces are proposed to be provided by the Promoter in the said 'Dwarka township' as well as on the Project Land-2.
- xix) AND WHEREAS**, as mentioned above, the promoter is proposing development of 'Dwarka' Township, comprising of number of buildings and common club Houses for the buildings/clusters of the buildings. Various common amenities and services are to be shared by all the buildings in the township 'Dwarka' as per the approved Layout.
- xx) AND WHEREAS** the authenticated copies of the building/floor plans of the Apartment agreed to be purchased by the Allottee, as sanctioned

and approved by the local authority have been annexed and marked as **Annexure '3'**;

- xxi) AND WHEREAS** the facilities/amenities provided for the Building shall be detailed mentioned in Annexure I written hereunder;
- xxii) AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time including revised permissions so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- xxiii) AND WHEREAS** while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land-2 land and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;
- xxiv) AND WHEREAS** the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;
- xxv)** the said "Project" has been registered at No. **P52100000168 dated 02/04/2024** under Section 3(1) read with Real Estate (Regulation and Development) Act 2016 ("RERA"), r/w Rule 6 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules 2017 ("RERA Rules") with the Real Estate Regulating Authority of Maharashtra, a copies of which is appended herewith, as Annexure 8. The period of such registration shall be valid, shall exclude such period where the actual work could not be carried out by the Promoter as per sanctioned Plan due to specific Stay or injunctions others relating to the real estate project from any court of Law, or Tribunal, competent Authority, Statutory Authority, High Power committee etc.
- xxvi)** The Promoter/ Developer gave inspection to the allottee purchaser of all the documents as are specified under the provisions of the Maharashtra Ownership Flats Act 1963 (MOFA) and Real Estate (Regulation and Development) Act 2016 ("RERA"),
- xxvii) AND WHEREAS** the Allottee has applied to the Promoter for

allotment of an **Apartment No. 01 on 1st floor** situated in the building No. **C-20** being constructed in the said Project Land-2;

xxviii) AND WHEREAS the carpet area of the said **Apartment is 57.71 sq. Mt. (621.19 Sq.ft)** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;

xxix) AND WHEREAS the Apartment also has one attached Open Balcony area including the Dry Balcony area admeasuring **4.36 Sq.mt (46.91 Sq.ft)** and Attached Terrace of an area admeasuring **NIL Sq.mt (NIL Sq.ft)** attached to the said Apartment for the exclusive use of the Allottee.

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

xxxi) AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs.51,000/- (Rupees Fifty-One Thousand Only)** being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

xxxii) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking (if applicable).

xxxiii) Subject to otherwise agreed, reserved and provided for herein, the parties hereto therefore, have executed this Agreement to Sell witnessing the terms and conditions thereof in compliance of Section 4 of the MOFA r/w Section 19 of the RERA, as under,

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

1. The Promoter shall construct the said building 'C-21' consisting of Parking (Plinth) + 12 floors upper floors along with common Club House on the Project Land-2 in accordance with the plans, designs and specifications as may be approved by the concerned local authority from time to time.

a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment No. 01 of the type 2 BHK** of carpet area admeasuring **57.71 Sq. mtrs. (621.19Sq.ft)** on **1st floor** in the building "C-20" along with usable floor area of Open Balcony area including the Dry Balcony area admeasuring **4.36 Sq.mtrs, (46.91Sq.ft)** and attached usable floor area of Terrace **0.00 Sq.mtrs, (0.00 Sq.ft)** making a total usable floor area including the carpet area of **62.07 Sq Mtrs (668.10 Sq.ft)** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexures-3** for a lump sum consideration of **Rs.30,83,716/- (Rupees Thirty Lakh Eighty-Three Thousand Seven Hundred Sixteen Only)** including **Rs.9,25,114/- (Rupees Nine Lakh Twenty-Five Thousand One Hundred Fourteen Only)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **ANNEXURE -4 & ANNEXURE -5** herein below.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered Car/Two Wheeler parking spaces/ garage(s) No.NA at NA Level as per sanctioned layout of the building for the consideration of **Rs.NA /- (Rupees NA Only).**

(iii) The Allottee further agrees that the said covered parking space shall be utilized for parking the Allottees' own vehicles and will not be used for parking of any other vehicles or for any other purpose. The said covered parking space is provided along with the said Apartment and cannot be independently sold or transferred by the Allottee/s and in the

event of termination/cancellation of this agreement the covered parking space also shall automatically be deemed to have been cancelled and terminated. The Allottee will not use the said covered parking space for parking heavy/commercial vehicles, store goods, or enclose the same or put the said parking space to any residential/commercial use or any other use other than for parking of vehicles.

1(b) i) The total aggregate consideration amount for the apartment is thus **Rs.30,83,716/- (Rupees Thirty Lakh Eighty-Three Thousand Seven Hundred Sixteen Only)**

ii) The Allottee accepted that the price of the Apartment is finalized by taking into consideration the benefits to be received by the Allottee against the input tax credit under the Goods and Services Act and the Allottee is not entitled to demand further input tax credit of GST and /or discount from the promoter.

1(c) The Allottee has paid on or before execution of this agreement a sum of **Rs.51,000/- (Rupees Fifty-One Thousand Only)** as advance payment and hereby agrees to pay to the Promoter in following manner;

PAYMENT PLAN		Amount in Rupees
On Booking	10.00%	3,08,371/-
On Agreement	20.00%	6,16,742/-
On completion of Plinth	15.00%	4,62,557/-
On Completion of 2nd Slab	05.00%	1,54,186/-
On Completion of 5th Slab	05.00%	1,54,186/-
On Completion of 8th Slab	05.00%	1,54,186/-
On Completion of 11th	05.00%	1,54,186/-
On Completion of Roof Slab	05.00%	1,54,186/-
On completion of the walls of the said Apartment	05.00%	1,54,186/-
On completion of flooring of the said Apartment.	05.00%	1,54,186/-

On completion of Electrical Conducting & Internal Plaster of the said Apartment.	05.00%	1,54,186/-
On completion of doors and windows of the said Apartment	05.00%	1,54,186/-
On completion of the lifts, water pumps, where the said Apartment is located	05.00%	1,54,186/-
On completion / possession	05.00%	1,54,186/-
Grand Total	100.00%	Rs.30,83,716/-

It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Apartment is located and the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments.

1(d) The Purchaser/Allottee can make the above payment of all installments towards the agreed consideration amount to the Promoter by Demand Draft/RTGS/NEFT or by local Cheques. The Promoter has opened Bank Accounts for the Maintenance and Operation of the Said Project . The Promoter has provided a separate declaration for RERA Designated Bank Accounts as per RERA Order No. 56/2024 dated 27/06/2024. The Details RERA Designated Bank Accounts is as follows;

<u>NAME OF PROMOTER</u>	<u>Name of the Project</u>	<u>RERA Designated Collection Account for</u>	<u>IFSC Details</u>	<u>ACCOUNT NO</u>
NAIKNAVARE HOUSING DEVELOPME		<u>COLLECTON ACCONT FOR 100 % COLL A/C</u>	<u>HDFC0000007</u>	<u>50200055510801</u>

NT PRIVATE LIMITED	DAWARKA	<u>RERA</u> <u>ACCOUNT</u> <u>70% RERA</u> <u>A/C</u>	<u>TJSB0000017</u>	<u>,017121000000043</u>
		<u>OPERATIVE</u> <u>ACCOUNT</u> <u>30% RERA</u> <u>A/C</u>	<u>TJSB0000017</u>	<u>,017121000000044</u>

1(e) The Total Price above excludes stamp duty and registration charges, Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project Land-2 payable by the Promoter up to the date of handing over the possession of the Apartment) and which shall be borne by the allottee as and when applicable.

1(f) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(g) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments 10 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(h) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

1 (j) (a) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Apartment.

(b) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ value added tax/ works contract tax/ service tax, or Goods and Service Tax or any such tax penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect

of the Project Land-2 or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Allottee. The Allottee hereby, indemnifies the Promoter and the Allottees's organization from all such levies, cost and consequences. The Allottee shall pay the amount of such service tax as may be called upon by the Promoter, either to the Promoter or in any specific account for collection of service tax as may be directed by the Promoter. The Allottee shall not be entitled to possession of the said Apartment, unless he pays such amount of service tax.

1(k) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. The Promoter shall accept no responsibility in this regard and the Allottee(s) shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. Whenever there is a change in the residential status of the Allottee(s), subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to promptly intimate the Promoter in writing and shall comply with all the necessary formalities, if any.

1(l) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Apartment.

1(m) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ value added tax/ works contract tax/ service tax, or Goods and Service Tax or any such tax penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the Project Land-2 land or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Allottee. The Allottee hereby, indemnifies the Promoter and the Allottee's organization from all such levies, cost and consequences. The Allottee shall not be entitled to possession of the said Apartment, unless he/she pays such amount of tax.

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project Land-2 and handing over the said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the

installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

2.3 Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2 (c) herein above. ("Payment Plan"). The allottee agrees to pay any applicable interest in the event that there is any delay on his part in making progress related payments post the completion of each stage and receipt of notice for payments from the promoter. Any paid amount shall be adjusted first towards outstanding interest and outstanding TDS/GST amounts along with appurtenant interest and then towards the payable principal amount.

3.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land-2 is **3223.25** square meters only and Promoter has planned to utilize Floor Space Index of 6806.77 Sq.mt by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project Land-2. The Promoter has disclosed the Floor Space Index as proposed to be utilized by him on the Project Land-2 in the said Project Land-2 and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

3.2 Notwithstanding anything contained anywhere in this Agreement, the Allottee hereby declares, confirms and agrees that;

(a) In view of the future changing and growing needs of the Proposed Township, the Promoter has reserved all its rights to amalgamate

and/or sub-divide the said Larger Land and/or any other abutting/adjoining or nearby piece of land, as being part of the Proposed Township Land.

(b) the Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the said Larger land and/or such other adjoining/ abutting pieces of land either as Floating Floor Space Index or otherwise, so also to use the same in the manner and at the location either in phased manner or otherwise, as may be exclusively decided by the Promoter,

(c) the Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the Project Land-2 and/or the said 'Dwarka' township either as Floating Floor Space Index or otherwise, so also to use the same in a manner and at a location, either in phased manner or otherwise, as may be exclusively decided by the Promoter,

(d) the Promoter shall have preferential/ pre-emptory right to utilize the residual or available FAR/ FSI or as increased by reason of any rule/ regulation/ enactment or granted and/or allowed thereunder either by way of premium FSI or TDR, in respect of or relating to or on the said Larger Land, to which the Allottee hereby agrees and shall always be deemed to have agreed,

(e) the services such as underground water tank, D.G. set, Sewage Treatment Plant, open space and Organic waste converter, MSEDCL Transformer and Club House are common for all the buildings in Sector 2A+2B of the "Dwarka" Township,

(f) the 'amenity space' would be developed by the Promoter as per usages allowed in development rules and the Promoter is entitled to deal with and/or dispose of and/or retain for its commercial use entirely at the discretion of the Promoter and as per regulations enforce. As may be necessary a separate Society/ Company/ association of Apartments

may be formed for such commercial retail building, at the discretion of the Promoter and which would be a member of the Federal Society.

(g) The Promoter is entitled to handover, transfer and/or surrender any land under the road or amenity in the Master layout to Competent Authority/authority or gram panchayat as and when required and entitled to get FSI/tdr or any other benefit from the same.

(h) The Promoter is entitled to develop the layout of the said 'Dwarka' township, by putting more buildings, Club Houses and structures and/or to dispose of such buildings as may be permissible.

(i) the Promoter shall be entitled to compensation from the Allottee in case any obstruction or impediment of any nature raised by and on behalf of the Allottee to the development of the Project Land-2 and/or other pieces of land adjoining to the Project Land-2 either by amalgamation and/or consumption of FAR/FSI for any building thereon, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment *being* raised by the Allottee,

(j) In the 'Dwarka' Township, the school building has been constructed as per sanctioned plan No. SJD/NA/SR/286/2008 dated 22.05.2009, followed by PKH/Village Mhalunge/Gat No. 88, 128/Case No. 1740 dated 09.10.2015 by the PMRDA, which shall be subject to amalgamation with the layout of "Dwarka" Project Land-2, and on such amalgamation the school building shall be treated to be a part of the 'amenity space' of the layout.

(k) In the 'Dwarka' Township School, Sport center shown in the Master Plan may be changed or developed as per requirement of the Trust and permissible DC Rules.

(l) In the 'Dwarka' Township many co-operative housing societies/maintenance societies of the flat purchasers either on the basis of buildings and/or location of land, and/or conglomeration of buildings and/or location of plots of land will be formed and a federal

society/association comprising of all such co-operative housing societies as its members, as their apex body shall be formed,

(m) The conveyance of the structures of the buildings shall be executed by the Promoter in favour of the respective co-operative Society and the larger land under layout of 'Dwarka' Township and/or any other land which may be acquired by the Promoter either amalgamated with the said Larger Land or otherwise, shall be executed by the Promoter only in favour of such federal society excepting for land to be handed over to the authorities.,

(n) In the event, redevelopment of buildings is proposed by an individual Society of the 'Dwarka' township, such Society will be entitled to FSI to the extent of the FSI consumed for buildings under the Society which is conveyed to the Society as per Deed of Conveyance executed by the Promoter in favour of such Society. In the event that the permissible FSI is increased in the future, each society shall be entitled to the increased FSI in proportion to its existing FSI to the total existing FSI of the township. For such redevelopment, necessary permission/ No objection shall be granted by Federal Society to its member Societies,

(o) In the township 'Dwarka', land under 18 Meter wide road connecting to Village Road-11 and as may be connected to MDR-18 shall be part of Federal Society for management purposes.. Also land under 12mt wide road which is giving access to Forest Garden from the 18 mt wide road in a 'Dwarka' township shall be part of Federal Society. The same shall be under the maintenance of the federal Society.

4.1 If the Promoter fails to abide by the time schedule for completing the Project Land-2 and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project Land-2, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms

of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

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

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

Without prejudice to the right of the promoter to charge interest in terms of clause ____above, on the allottee committing default in payment on due date of any amount due and payable by the allottee to the promoter under this agreement including his share of taxes and other charges and on the allottee committing any default of payment of installments the promoter shall at his options, may terminate this agreement .

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee after deduction of 10% of the sale consideration of the Apartment as liquidated damages, all the installments which may till then have been paid, within a period of thirty days of the termination. In the event of termination of Agreement as aforesaid the Allottee will not be entitled to claim/demand any interest and/or compensation from the Promoter.

Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the

Promoter against the Allottee on facts and in law on and/or as a result of such termination, shall however, be adversely affected or prejudiced.

TERMINATION OF AGREEMENT

On the Allottee/s committing default in payment on the due dates, of any of the installments or any other amounts (including his/her/their proportionate share of taxes etc. levied by the concerned Authority and any other outgoing) and/ Or Allottee/s committing breach of any terms and conditions of this agreement, the Promoter/Owner shall in its sole discretion be entitled to terminate this Agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Promoter/Owner unless and until the Promoter/Owner shall have given to the Allottee/s fifteen days prior notice in writing of the Promoter's/Owner's intention to terminate this agreement and of the breach or breaches of the terms and conditions in respect whereof it is intended to terminate this agreement and default shall have been made by the Allottee/s in remedying such breach or beaches within two weeks after such notice. After a period of fifteen days from the date of this notice, even if any part of the dues remains unpaid, the agreement shall be terminated. The Allottee/s has/have irrevocably agreed to the same, provided further that upon termination of this Agreement, the Promoter shall refund the balance, if any, to the purchaser, the installments of the consideration which the Purchaser might have till then paid to the Promoter but without any interest and only after deducting 10% of the total agreed consideration towards administration and other expenses etc. The balance amount, if any, shall be paid by the Promoter to the purchaser after subsequent sale of the said flat/shop/office/godown in the manner of receipt of consideration from new purchaser and on such condition the Promoter/Owner shall be entitled to subsequent sale the said flat/shop/office/godown and/or dispose off or otherwise alienate the same in any other manner as the Promoter/Owner No.1 in its sole discretion thinks fit. The Allottee/s agree/s to the same. The Allottee/s shall has/have no claim except for repayment of the amount payable as mentioned above. The Allottee/s hereby agrees that in that event of all his/her/their rights in the said flat/shop/office/godown stand

extinguished. No separate cancellation deed, its execution and registration will be required.

The Allottee/s is/are also made aware that depending upon various promises and assurances given by the Allottee/s the Promoter/Owner has incurred and shall incur the expenditure and will make commitments to the third parties in event of cancellation of the agreements by the Allottee/s for any reason whatsoever, the Promoter/Owner in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this agreement being cancelled by the Allottee/s for any reason whatsoever, the Promoter/Owner shall be entitled to retain, withhold and forfeit a minimum amount of 10% of the total agreed consideration, from and out of the amount until then paid by the Allottee/s to the Promoter/Owner and then the Promoter/Owner shall be liable to repay only the balance amount (if any) from the amount received by the Promoter/Owner on resale of the said flat/shop/office/godown. In this case reduction in price of the flat/shop/office/godown will be considered as damage/loss of the Promoter in addition to the loss and expenses.

Provided further that upon the termination of this agreement, after deducting 10% amount of the total consideration as the earnest money, which the Promoter herein is entitled to forfeit the amount which the Promoter shall refund to the Allottee/s might have till then paid to the Promoter but without any interest, after deducting expenses and loss caused to the Promoter the aforesaid amount shall be paid by the Promoter to the Allottee/s immediately, prior or after resale of the said Accommodation and on such condition the Promoter shall be entitled to resale the said Accommodation and/or dispose off or otherwise alienate the same in any of the manner as the Promoter herein in his/its/their sole discretion thinks fit. The Allottee/s herein irrevocably nominates, constitute and appoint – **CHRISTINA DANIEL/and or Maruti Jagtap jointly or severally,, AGE -, OCC: BUSINESS, RESI. AT** as his/her/their constituted attorney to execute and admit the execution of Deed of Cancellation or any other document as

may be required to cancel this transaction in law on termination of this agreement as aforesaid and who is entitled to do the same on refund of amount by cheque/demand draft as aforesaid by post. By executing these presents the Allottee/s for himself/herself/themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. Stamp of Rs. 500/- attached herewith for such power of attorney.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and specifications and amenities to be provided by the Promoter in the said building and the Apartment are as set out in **Annexure '5 & Annexure 6'**, annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before 31/12/2027 and the Promoter shall complete construction of Club House No.06 as per sanction. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

Apartment is to be situated is delayed on account of -

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

7.1 Procedure for taking possession -

The Promoter, upon obtaining the occupancy certificate from the competent authority, shall within 7 days thereof offer in writing the possession to the Allottee, which shall be handed over upon receipt of payment as per agreement from the Allottee. The Promoter agrees and

undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be from date of intimation that the said Apartments are ready for use.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

7.3 At the time of delivery of possession of the said Apartment, the Allottee shall also execute such other documents such as possession receipt, declaration *et cetera*, as might be required by the Promoter.

7.4) Failure of Allottee to take Possession of [Apartment]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

In the event of the Allottee, for any reason whatsoever failing and/or neglecting to pay outstanding amount provided in clause 7.2 and take possession of the said Apartment within the stipulated period, the Allottee for the purposes of this Agreement shall be deemed to have taken possession on the expiry of the Fifteenth day from the date of issue of said notice and the Allottee will be liable to pay all outgoing charges, cost and maintenance charges as required to be paid under any statute or under this agreement or any other service being provided to the said building or Apartment from the date of the OC or date of registration as applicable. Before taking possession of the said Apartment the Allottee shall sign and/or execute all writings and papers as may be reasonably required by the Promoter including declarations, applications, indemnities, possession letter, electric meter transfer forms and other papers necessary. Under no circumstances the Allottee shall be entitled to the possession of the said Apartment unless and

until all the payments required to be made under this Agreement by the Allottee have been made to the Promoter and other obligation terms and conditions agreed by the Allottee and mentioned in this Agreement are carried out fully by the Allottee. It is specifically agreed by the Allottee that, he waives his right to claim charge u/s 55 of Transfer of Property Act on said Apartment till he pays entire consideration and other charges as per this Agreement.

The Allottee is aware that the said Apartment and all fixtures and fitting in the said Apartment will get damaged due to non-utilization of the same, therefore if the Allottee fails to take possession of the said Apartment on being offered by the Promoter, by payment of balance amount as demanded by the Promoter, the Promoter will not be liable and responsible for any damages that may be caused to said Apartment due to non-usage of said Apartment and all fixtures and fitting in the said Apartment. The Allottee will not claim any compensation for any such damage to the said Apartment and all fixtures and fitting in the said Apartment.

The allottee acknowledges that the MSEDCL meter will be installed 2 to 3 months prior to the Occupancy Certificate (OC) to ensure the facility is available at the time of possession. The allottee also understands that meter consumption and rental charges will be applicable from the date of OC onward and will be their responsibility.

Furthermore, the allottee is aware that in the event of meter disconnection due to non-payment beyond the stipulated period mentioned in the MSEDCL bill, it will be their sole responsibility to arrange for reconnection at their own cost. The promoter will not be held responsible for any such disconnection or reconnection process.

The allottee is fully responsible for any leakages seepages and damage to the flat or non-cleanliness of the flat or for shutting of the meter for non-payment thereof by the MSEDCL/MSEB beyond the stipulated 15 days and will be required to take possession after making payment of all dues including regular and penal interest to the promoter including any amounts payable to the society/association of apartments due from the date that OC has been received and expiry of the stipulated 15 days' notice period of possession as above calculated upto the period of possession taken on that date.

7.5 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect or defects on account of seepages in the Apartment or the building in which the Apartment are situated, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

7.6) a) The construction of buildings in the present Project Land-2, is in the form of a combination of conventional R.C.C. type construction with or without combination of shear walls structure, which may or may not involve conventional use of building material like bricks or blocks. Therefore, the Allottee agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Apartment or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings.

(b) Except in the event of default in 7.4(a) above, if within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, provided regular maintenance and due care has been taken by the Allottee to keep the Apartment in good conditions and repairs.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any

alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

7.7) The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

Notwithstanding anything contained in the above clause the following exclusions are made

- a. Equipment (lifts, generator, motors, STP, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Promoter shall transfer manufacturers guarantees/warranties to the allottee or association of allottees as the case may be.
- b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
- c. Allowable structural and other deformations including expansion quotient.
- d. The terms of work like painting etc. which are subject to wear and tear.

7.8) The Promoters have disclosed to the Allottee/s the detailed list of Fixtures and Fittings agreed to be fitted / installed / provided in the said Apartment. The Allottee/s has checked the said list of fixtures and fittings, and the sample materials kept at site office of the Project Land-2. He/she is/are satisfied that the same is as per the representations of the Promoters and contains everything, shown and assured by the Promoters. It is made explicitly clear by the Promoters and duly accepted by the Apartment Allottee/s that about its use, performance and warranty or guaranty, the respective manufacturers shall be solely responsible, and it shall not be the responsibility of the Promoters. At the time of handing over possession of the said Apartment, the Promoters will provide

to the Apartment Allottee/s, the contact details of all such manufacturers and suppliers. For any defect or issue in any fixture or fittings or any maintenance, servicing or replacement thereof, the Apartment Allottee/s has agreed to contact such manufacturer / suppliers and not to the Promoters, but the Promoters has agreed to extend their possible co-operation to Apartment Allottee/s. The Apartment Allottee/s has agreed that he/she/they shall not demand any additional fitting or fixture for FREE OF COST or COMPLEMENTARY, other than what is shown to him/her/them and assured to the Promoter. The Promoters shall not be responsible to fix or fit additional fittings or fixtures on their own cost and responsibility. With written permission from Promoters, the Apartment Allottee/s can fix and fit such additional fixtures and fittings, at their own cost, responsibility and efforts.

7.9) Further where the manufacture warranty as shown by the Promoters to the Allottee/s expires before the stipulated defect liability period and such warranties are covered under the maintenance of the said Apartment/ building / phase and should the annual maintenance contracts not be renewed by the Allottee/s and/or Association of Allottee/s the Promoters shall not be responsible for any defects occurring due to the same.

7.10) That the Project Land-2 as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Vendors/ Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Apartments and the common Project Land-2 amenities wherever applicable.

7.11) That the Allottee/s has/have been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the Apartment/wing/building/phase includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than degrees Celsius and which

do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.

7.12) It is further expressly agreed that before any liability of defects claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a Nominated Surveyor who shall inspect and assess the same and shall thereupon submit a written report to signify the defects in materials used in the structure of the Apartment/ building /phase built and in the workmanship executed keeping in mind the aforesaid terms agreed upon.

7.13) Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said Apartment/ wing/ phase of the said building which shall include but not limited Apartment/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

7.14) The possession checklist given to the Allottee, at the time of handing over of possession of said Apartment and which has been affirmed by the Allottee during possession of said Apartment, shall be considered as authentic document for defect liability or maintenance related complaints.

Howsoever for the purpose of defect liability on towards the promoter, the date shall be calculated from the date of handing over possession to the allottee for fit outs and interior works or OC whichever is earlier and that the said liability shall be those responsibilities which are not covered under maintenance of the said Apartment/ building as stated in the said agreement. The Allottee is bound to observe and follow fit out rule and Regulations Manual given to the Allottee and which has been defined by site maintenance agency. That further it has been agreed by the allottee that any damage or change done within the Apartment sold or in the building/ phase/ wing done by him/ them or by any third person on and behalf of the allottee then the allottee expressly absolves the Promoter from the same liability.

7.15) All equipment which carry the manufacturer's warranty even for a limited period viz., lifts, generators, motors, STP's, transformers, WTP's, gym and sports equipments, clubhouse/office furniture and fixtures, , UV equipment, any environmental equipment, rain water harvesting equipments, etc. will be covered by the warranty provider for the contracted period. Thereafter the society/association of apartments shall take annual maintenance contracts with the vendors or alternate agencies at their own costs etc. The promoter will only transfer/hand over all the warranties for the initial limited period to the society/association of apartments/association of apartment. All annual maintenance contracts as required to maintain the said equipment will be put in place by the society/association.

7.16) The following will be excluded from the scope of the defects liability of the promoter:

- a) Fittings related to plumbing, sanitary, hardware, electrical switches, door and windows having natural wear and tear.
- b) Painting and finishing which are subject to natural wear and tear.
- c) Allowable structural deformations including expansion joints etc.
- d) Modular kitchen otta.in case if provided
- e) Door shutters, frames & locks
- f) All electronic items
- g) CP & Sanitary fittings & hardware
- h) Shower partition & cubical, if provided
- i) Equipment's - lift, generators, motors, stp, transformer ,gym equipment

The Allottee is aware that as on today there is no Insurance Policy notified by the Government which will cover the insurance of title of the land and structure and therefore the Promoter has not taken any Insurance Policy about the same. Till the execution of Deed of Conveyance or any other document of the title the Government introduces any such policy that will cover the Insurance of title of the land and building, then the Promoter shall take such policy however the Allottee shall be liable to pay his proportionate share towards the said policy within 8 days from the receipt of demand made by the Promoter if the Allottee fails to pay the amount of Insurance within stipulated period then it will amount to breach of present agreement and the

Allottee shall liable for the consequences mentioned in the present agreement. The Allottee shall be liable to pay the amount of such Insurance from time to time as and when demanded by the Promoter towards the insurance of title of the building and the land. However after forming of the Society/association of apartments or any other legal entity then it shall be the responsibility of such legal entity to take the Insurance and to pay the amount of Insurance premium and Promoter shall not be responsible for the same.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Apartments shall join in forming and registering a Co-operative Housing Society Ltd for cluster of buildings, as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

The Promoter shall submit the application on behalf of Alottee , within three months to the Registrar for registration of Co-operative Housing Society or within three months from the date or which fifty-one percent of the total number of Allottees in such building or a wing have excuted registered their document of apartment .

The Promoter shall submit application to the Registrar for register an Apex Body in the form Federation or holding entity consisting of all such entities in the layout formed as per here in above mentioned. Such application shall be made within a period of three months from

the date of receipt of Occupation Certificate of the last building which was to be constructed in the Layout.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

(a) The Promoter shall submit the application for the formation of for registration of Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 within three months from the date or which fifty-one percent of the total number of allottees sign the application for formation of the co-operative housing society registered for the cluster of buildings/Sector in the layout of the said 'Dwarka 'Project Land-2, along with common Club House No.06 . The Promoter shall submit the application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 within three months from the date on which fifty one per cent. of the total number of allottees in such cluster /Sector have booked their apartment and sign the application for formation of the co-operative housing society.

(b) The Said Building is the Part of the sanctioned Larger Layout The Promoter shall (subject to his right to dispose of the remaining apartments if any execute the conveyance of the structures of the buildings (excluding basements and podiums)/land and buildings within one month from the date of issue of Occupancy Certificate in favour of the said Society or the Promoter shall execute the entire undivided or inseparable land underearth all building jointly or otherwise within three months from date of issue of occupancy certificate of last of the building or wing in the Layout oth conveyances of structures and Larger Land shall be subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose off the remaining Apartments, if any.

Provided that, after conveying the title to the association of allottees as mentioned in above clause No.9.1 (b) above, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment or building which is still not sold or allotted and shall be allowed to do so by the Co-operative Housing Society without any restriction on entry of the building and development of common areas:

Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in Clause No. 7.4.

(c) Under no circumstances, the Allottee or the organization of the Allottees shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee including in their share of contribution in maintenance charges either to the Promoter or to any other agencies or authorities, is actually paid by such Purchaser/ organization of purchasers,

(d) All expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Allottee.

9.2 a) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Project Land-2 land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land-2 land and building/s.

- The Purchaser is made aware that water will be supplied to every Purchaser of Flat in the Project Land-2 Dwarka through Chakan Industries Association (CIA) from Maharashtra Jeevan Pradhikaran (MJP). The existing rate of water levied by CIA is Rs.33/- per Kilo Litre and the Purchaser shall contribute and pay the said charges of water as per applicable rates. In case rate of water is increased by CIA and or MJP then the Purchaser shall pay to the Promoter according to the increased rate without raising any objection.
- Water Charges and other dues, if not received by due date, the water supply will be disconnected and delayed payment will attract penalty charges.
- Restoration of water supply will be done only after payment of all pending dues and present reconnection charges are Rs.1200/-.
- No disconnection notice will be issued after due date and before disconnection of water supply.
- In case of default in payment the above said charges, the interest will be applicable @ 15 % P.A. for the period the payments are delayed. The interest on delayed payments is payable even if the services are disconnected for nonpayment of dues.

(a) In view of the above Rules, the Purchaser agrees and confirms that he is aware that water supply to the Purchaser or the organization shall get hampered due to non-payment of water supply charges from the Purchaser. If the water supply is disconnected for non-payment of CIA/MJP charges, by any or all purchasers, then the Promoter shall not be responsible for the same.

(I) Common Maintenance for the building or buildings where the said Flat is located will be Rs.3.77/- ps. per sq.ft x total usable floor area of the said Apartment x 12 months= total amount payable by the Purchaser to the Promoter

(II) Water charges for the building or buildings where the said Flat is located will be Rs.1.70/- ps. per sq.ft.) x total usable floor area of the said Apartment x 12 months= total amount payable by the Purchaser to the Promoter

(III) Maintenance for common amenities in Dwarka township scheme on the land under master Plan Rs.00.30/- . per sq.ft. x total usable floor area of the said Apartment x 48 (forty eight) months= total amount payable by the Purchaser to the Promoter

The maintenance amount (I) and (III) mentioned above, shall be maintained by the Promoter in a separate account, and the maintenance amount (I) shall be used and utilized by the Promoter only for common maintenance of the buildings being constructed on the said Project Land-2 for agreed period from the date of intimation to take possession of the said Apartment given by the Promoter to the Purchaser, provided that the Promoter shall be entitled to extend the period above until the formation of the society. Also the maintenance amount (III) shall be used and utilized by the Promoter only for maintenance of common amenities until the handing over of responsibility of maintenance to the Federal Society or Adhoc Federal Society or the individual so Form C-21 society as the case may be.

(b) The maintenance amount (I) and (II) mentioned above, shall include only following items:

- i) Housekeeping and cleanliness
- ii) Maintenance contracts of lifts, generators, sewage Water Reclamation plant (SWRP), water purification & pumping system, water pumps, CCTV cameras, Organic Water Conversion (OWC), Tank cleanings, Fire Fighting Equipment's, PV System.
- iii) Running cost of all the equipment and instruments above (except the cost of electricity generator supply to individual flat/s, which would be payable by the Purchaser thereof in equal share together with other flat purchasers in the concerned building)
- iv) Common electricity bills
- v) Security charges
- vi) Gardening charges
- vii) Running expenses for clubhouse, (Gym) and play grounds and equipment's thereof
- viii) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
- ix) Nonagricultural taxes and any other similar taxes

- x) Pest control expenses
- xi) complaints regarding MSEDCL
- xii) Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.
- xiii) Elevator repairs & maintenance contracts along with lift inspection charges.
- xiv) Firefighting certification
- xv) Water supply from CIA/MJP
- xvi) Operational and electricity charges for the sewage treatment plant for the respective societies.
- xvii) any charges towards fees, operation and maintenance of equipment to authorities.

It is agreed between the parties that the said maintenance amount (I) and (II) mentioned above, shall **not** include the items mentioned below, and the Purchaser and/or the society either individually or through any appointed agency, shall have to bear the following maintenance, entirely from separate contribution made by the flat purchasers.

- i) Society and managing committee administration,
- ii) Insurance for building/ flats/ equipments/ machinery, towards theft, fire etc. and such any other related expenses,
- iii) Sinking funds etc.
- iv) Property taxes of individual building/ flats and common amenities etc.
- v) Any other taxes, levies, cess etc. of the property,
- vi) Any other statutory charges,
- viii) Repairs of the building for leakages, seepage to the property or any part thereof.
- ix) Wear and tear charges.

(c) Upon registration of co-operative Society, within 6 months from the registration of such Society, the Promoter shall be entitled to entrust maintenance of common areas and facilities to Co-operative Society of flat purchasers, subject to the liberty of the Promoter to entrust the maintenance even prior to the said period, in which case, the Promoter shall also entrust the balance remaining amount received from flat purchasers till then. All the common amenities in 'Dwarka' township

shall be maintained by the Promoter till formation of Federation, and within 6 months from formation of Federation the Promoter shall be entitled to entrust maintenance of common areas and facilities to Federation of all Societies, subject to the liberty of the Promoter to entrust the maintenance even prior to the said period, in which case, the Promoter shall also entrust to the Federation the balance remaining amount received from flat purchasers till then.

(d) The maintenance amount (III) mentioned above, shall be maintained by the Promoter in a separate account, and shall be used and utilised by the Promoter only for common maintenance of Dwarka township scheme on the larger land. The Promoter shall cause maintenance of the Dwarka township scheme on larger land only till the formation of the federal society of various societies in the scheme, and thereafter the same shall be done by such federal society. The Purchaser shall pay the maintenance amount (II) and (III) to the Promoter till handing over responsibility of the same to the Society/Federal Society and upon formation of Society of flat Purchasers in the Dwarka Project Land-2, the Society shall deposit the maintenance amount (II) and (III) to the Promoter/ Federal Society.

(e) The maintenance amount (III) mentioned above, shall include only following items:

- i) Common Colony Roads, (Outside Individual Society gates)
- ii) Street Light on common colony Roads
- iii) Forest Park,
- iv) Federation Office,
- v) Power Distribution Transformers,
- vi) Compliances, cost and expenditure for environment clearances
- vii) Common and central Water supply Pipelines between societies.
- viii) Common and central electric supply equipment, transformer, wiring and other such electric gadgets
- ix) CCTV of common colony roads.
- x) All other expenses for operating and managing individual societies shall be Maintained and managed by the respective society.

(f) The Roll out of maintenance of the 'Dwarka' township, including Project Land-2 will be in phases in the proposed Layout Plan at Annexure-12. The Allottee has been informed the certain services are common to the entire Society and that therefore until they are operated at designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services.

(g) The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or nonpayment by the Allottees.

(h) It is also clearly understood that this shall not preclude such society or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.

(i) Such society or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the organization.

(j) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or society of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or society and/or federal society, as the case may be.

(k) The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the society, on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the

Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment.

(l) All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution Board, Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee and on the organization of the Allottee. The Purchaser shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

(m) The Allottee and the organization of the Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations.

(n) It is agreed by the Parties herein after completion of construction, there shall not be levied any maintenance charges for common maintenance and/or water with respect to the unoccupied Apartments remaining unsold in the buildings on the Project Land-2, either till sale of such Apartments or till 1 year from the date of completion certificate from the competent authority whichever is earlier.

10. The Allottee is aware of the fact that the consideration of the flat includes share money, application entrance fees of the society, formation and the registration of the society, deposit towards the water and other utility and services connection charges & deposits for electrical connections and transformer/Sub Station provided in Layout.

11. The Allottee shall pay to the Promoter a sum of Rs.10,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection

with formation of the said Society, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the Project Land-2 land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Project Land-2 land and also has actual, physical and legal possession of the Project Land-2 land for the implementation of the Project Land-2;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project Land-2 and shall obtain requisite approvals from time to time to complete the development of the Project Land-2;
- iii. There are no encumbrances upon the Project Land-2 land or the Project Land-2 except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the Project Land-2 land or Project Land-2 except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project Land-2, Project Land-2 land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project Land-2 and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project Land-2, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land-2, including the Project Land-2 and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

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

ix. At the time of execution of the conveyance deed of the structure/land and building to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure/land and building to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project Land-2 to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project Land-2 and/or the Project Land-2 except those disclosed in the title report.

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

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

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

iii. To carry out at his 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 provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land-2 and the building in which the

Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land-2 land-3 and the building in which the Apartment is situated.

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

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

ix. 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 Promoter under this Agreement are fully paid up.

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

xii. Till a conveyance of the Project Land-2 on which the building in which Apartment is situated is executed in favour of Co-operative Housing Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all

reasonable times, to enter into and upon the Project Land-2 or any part thereof to view and examine the state and condition thereof.

xiii. The Allottee shall be entitled to use the said Apartment for his/her/ their own use for the Purposes of residence.

Xiv. The allottees shall maintain the apartments in good tenable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the allottees or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the developers shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the allottee or the association of the allottees as the case may be.

xv. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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

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

2 is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

(b) The Promoter shall be entitled to avail any loan and/or borrowings either as Project Land-2 loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the Project Land-2 on the said Larger land and/or other pieces of land which may be the subject matter for development by the Promoter either as special township or otherwise.

(c) The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Larger land and/or other pieces of land which may be the subject matter for development by the Promoter either as special township or otherwise in favour of such bank/s and/or financial institute and/or person.

(d) The Promoter has right to enter into this Agreement to Sell in favor of the Allottee herein pertaining to the said Flat.

(e) However, the Promoter shall always keep the Purchaser duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.

18. PURCHASER'S DECLARATIONS:

(a) The Promoter herein has made full and true disclosures to the Allottee as to the title of the Promoter in respect of the Larger land, Project Land-2 1 and TDR (if any) as well as the encumbrances, if any, known to the Promoter.

(b) It is hereby declared that the Promoter has shown following documents to the Allottee;

(c) sanctioned Layout, building plan and the floor space index (FSI) at Annexure- -1 as on date,

i) a copy of proposed revision of Layout of 'Dwarka' township, which includes proposed FSI and proposed alterations and which has been submitted to PMRDA for approval,

The Promoter herein has made full disclosures to the Allottee as to the deviations in the Plan for Project Land-2 in the plans of the building as shown in Plan at Annexure-1

(d) The Promoter herein has also called upon the Allottee to carry out the search and to investigate the marketable title of the Promoter, in respect of the Project Land-2 by appointing his/ her own advocate.

(e) As required by the Allottee the Promoter herein has given all information to the Allottee herein and he/ she has acquainted himself/ herself with all the facts as to the marketable title of the Promoter and after satisfaction and acceptance of title has entered into this agreement.

(f) The Promoter herein has specifically informed the Allottee and the Allottee herein is also well aware that the Promoter herein is developing the scheme under the name "Dwarka" on the said Larger land, with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme effect changes in the external elevations, or to erect any outer extension by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sit outs/ roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said Apartment to the Allottee herein on ownership basis, subject to the terms and condition of this agreement.

(g) The Allottee herein declares that in "Dwarka" township, the Promoter herein are providing amenities/ material/ plant and equipment in common facilities like club house, elevators, electric

rooms, etc and which has to be operated/ used by the persons in the Project Land-2 with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the Society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not responsible,

(h) The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the township name "Dwarka" and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.

(i) Till execution of the Conveyance, the Allottee herein admits and agrees that the Promoter herein is entitled to represent the Allottee and on behalf of the Allottee give consent, affidavit, undertakings, NOC's and do all necessary things in all matters regarding property tax assessment, reassessment, availment of water connections to the said Apartment, buildings in the Project Land-2 as wells as the 'Dwarka' township before all concerned Authorities, Government Authorities, semi-government Authorities such as Planning Authority, MSEDCL, MSRDC, MPCB, Environment Committee of Maharashtra/Union Govt etc and decisions taken/compliance made by the Promoter in this regard shall be binding on the Allottee herein, and whatever acts done by the Promoter on behalf of the Allottee shall stand ratified and confirmed by the Allottee.

19. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails

to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 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.

20. ENTIRE AGREEMENT

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

21. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project Land-2 shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made

thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project Land-2, the same shall be in proportion to the usable area of the [Apartment/Plot] to the total usable floor area of all the Apartments in the Project Land-2.

25. FURTHER ASSURANCES

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

26. RESERVATIONS:

- a) It is also understood and agreed by and between the parties hereto that the Promoter shall be at liberty to allot and grant exclusive facility or restricted/limited common areas facility attached to the concerned Apartment any open space, parking space, lobby, staircase landing, terrace, to any concerned Apartment purchaser and the same shall belong exclusively to such Apartment Purchaser, and the such Apartment Purchaser shall be entitled for exclusive use of such garden space, parking space, terrace space, as the case may be, to the exclusion of all other Apartment purchasers in the building or scheme.
- b) All payments agreed to herein and otherwise required to be made by the Allottee otherwise, shall always be the ESSENCE OF THE CONTRACT, and failure whereof, shall be a breach of this agreement, committed by the Allottee.
- c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment

or of the said Project Land-2 or of the Larger land and the building 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 open spaces, parkings, lobbies *et cetera*, will remain the property of the Promoter until the said Larger Land and the building save and except any part reserved by the Promoter, is transferred to the Allottees or the said organization. The Promoter shall be entitled to dispose of such open space, terrace, parkings, garden space *et cetera*, to any Purchaser.

- d) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Allottee by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or noncompliance of any of the terms and conditions of this agreement by this Purchaser nor shall the same in any manner prejudice the rights of the Promoter.
- e) The Allottee shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.
- f) The Allottee shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Apartment or any part thereof and to make good any defects found in respect of the said Apartment or the entire building or any part thereof.

27. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in **KHED-3, CHAKAN, PUNE** after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement

shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

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

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

Name of Allottee-1) RAM VILAS GADADE

2) VILAS SHIVAPPA GADADE

(Allottee's Address): **C-29/06, DWARKA CITY, PUNE, MAHALUNGE, MAHARASHTRA-410501.**

Notified Email ID: ramgadade1991@gmail.com

Promoter name- As mentioned in Sarnama

(Promoter Address)- As mentioned in Title

Notified Email ID: sales.all@naiknavare.com

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

30. JOINT ALLOTTEES

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

31. STAMP DUTY AND REGISTRATION: - The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

32. DISPUTE RESOLUTION: - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

The Promoter herein has established a “Home Buyer/Allottee Grievance Redressal Cell” within the Organization. The Cell is established to speedy redressal of complaints from the Allottees in respect of the Said Project. The details of the “Home Buyer/Allottee Grievance Redressal Cell” is as follows;

Designation:- Grievance Redressal Officer :- Christina Daniel

Contact Number :- 9189563489

Email Address :- crm.complaints@naiknavare.com

Office Address : 1204/4, Ghole Road, near Balgandharv Rang Mandir, Shivajinagar Pune-411004

Company Website :- www.naiknavare.com

33. GOVERNING LAW

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

STAMP DUTY PARTICULARS

Prescribed valuation as per Annual Ready Reckoner, 2025-26 Mahalunge, Taluka Khed, District Pune, as described in Sector 9.3		
Residential Flat	_____ sq.mt. x Rs ----- --/- per sq.mt. (_____ Sq.mtrs.* 1.1 as per R.R =)	Rs.
Attached Terrace	Attached terrace- NIL sq.mt. x Rs ----- /- (40%	Rs.

	of the prescribed rate for the flat)	
Open/Covered parking space for car	NIL sq.mt. x Rs NIL /- (40% of the prescribed rate of Rs NIL /- per sq.mt. per land)	Rs.
Stilt parking space for Car	NIL sq.mt. x -----/- (25% of the prescribed rate for the flat, A.R.R. Note 16)	Rs.
Total prescribed valuation		Rs.
Total agreed price		Rs. 30,83,716/-
Stamp duty (as per Article 25(d)(1) of the Bombay Stamp Act,1958) on higher amount of the two above		Rs.-----/-
<u>Note</u> (in the event of the prescribed value is more than the agreed price) The agreed rate is true and correct market price of the said Flat. The stamp duty on the difference between the agreed price and the value prescribed, has been paid under protest.		

APPENDIX

Bloc kNo.	Area H.Are	Acquired Area H.Are	Vendor/s	Sale Deed date & Reg.No
88 and 97	0.03 0.29.33	2/3 rd Share	Mr Baburao Sonu Mahalungkar and others.	19.03. 2016 1297/2016
90	1.09	Entire	Mr Sahadev Skharam Mahalungkar and others.	15.02.2008 1526/2008
91	0.62	Entire	Mr Dnyaneshwar Tukaram mahalungkar and others	Sale Deed 14.02.2008 1523/2008

92	0.41	Entire	Mr Sitaram Haribhau Mahalungkar and others	25.04 2007 3620/2007 17.03.2008 2305/2008
93	1.52	Entire	Lilabai Jaywant Mahalungkar, Ramkrushna Namdev Mahalungkar, Shailendra nath Agrawal	21.02.2008, 1705/2008
94	3.28	Entire	Mahipati Mahadu Bhangare, Shailendra nath Agrawal & Others	21.02.2008, 1704/2008
95	4.21	0.60 0.80 0.20	Shailendra nath Agrawal & Others Alkabai Babaji Bhangare & Others Shantaram Gangaram Bhangare & Others	19.04.2008, 1843/2008 04.01.2010, 27/2010 26.03.2008, 1335/2008
96	0.73	Entire	Mr Sitaram Haribhau Mahalungkar and others	05.06.2008 2782/2008
113/ 2	0.84	Entire	Ramchandra Vishwanath Pande and others.	14.02.2008 1519/2008
122	0.4	1/9 th share 1/9 th share 1/9 th Share 1/9 th Share 1/9 th Share 1/3 rd Share	Laxman Digambar Bhangare and others Rama Digambar Bhangare and others Shantaram Gangaram Bhangare and others Dnyaneshwar Jagganath Bhangare and others Shridhar Babaji Bhangare and others Mahipati Mahadu Bhangare and Ranu Mahadu Bhangare	04.10.2007 8534/ 2007 04.10.2007 8564/ 2007 04.10.2007 8812/ 2007 28.11.2007, 10169/2007 28.11.2007 10170/2007 09.01.2008 342/2008 17.01.2008,

		1/9 th Share	Maruti Digamber Bhangare and others	606/2008
123	2.65	Entire	(1)Nivrutti Bala Pawar (2) Amit Bala Pawar (3) Smt.Sunanda Bala Pawar (4)Smt.Laxmibai Popat Taras, (5)Sunil Popat Taras (6)Anil Popat Taras and others	09.01.2008, 339/2008
124	3.02	0.80	Maruti Digambar Bhangare, Laxman Digambar Bhangare and Rama Digambar Bhangare and others.	14.02.2008 1521/2008
125	0.89	Entire	Sanjay Saremal Oswal and Nemichand Saremal Oswal.	14.02.2008 1520/2008
126/ 1	0.76	Entire	Bhagwant Yashwant Bhangare, Vinayak Yashwant Bhangare, Smt. Anjanabai Jaywant Bhangare and Sunil Bhagwant Bhangare and others.	14.02.2008 1522/2008
126/ 2	2.44	Entire	Bhagwant Yashwant Bhangare, Vinayak Yashwant Bhangare, Smt. Anjanabai Jaywant Bhangare and Sunil Bhagwant Bhangare and others.	14.02.2008 1522/2008
127	1.19	Entire	Maruti Digambar Bhangare, Rama Digambar Bhangare, Laxman Digambar Bhangare, Mrs. Kunda Sayaji Nanekar and others.	15.02.2008 1527/2008 20.11.2008 7480/2008 20.11.2008 7480/2008

128/ 1	1.66	Entire	Mr Ashok Laxman jadhav	17.03.2008 2304/2008
128/ 2	1.66	Entire	Chandrakant Laxman Jadhav	14.02.2008 1524/2008
128/ 3	1.66	Entire	Uttam Laxman Jadhav	14.02.2008 1525/2008

-0-0-0-0-0-

FIRST SCHEDULE

(Description of the said “LARGER LAND”)

All those pieces of lands,

Block (Gat) No.	Total Area acquired H. Are	Assessment Rs.ps.
88(P)	0.05	0.08
90	1.09	1.94
91	0.62	1.00
92	0.41	0.62
93	1.52	2.87
94	3.28	4.94
95(P)	1.60	11.97
96	0.73	2.75
97(P)	0.29.33	2.94
113/2	0.84	0.94
122	0.4	0.31
123	2.65	11.31
124(P)	0.80 east side out of 3.02	11.44
125	0.89	1.31
126/1	0.76	3.94
126/2	2.44	4.68
127	1.19	1.41
128/1	1.66	3.10
128/2	1.66	3.10
128/3	1.66	3.11
	24.18.33	Total area of said Larger land

situate at village Mahalunge, Taluka Khed, District Pune, within the limits of the Registration District of Pune, Sub.Registrar, Khed and Zilla Parishad Pune District, Panchayat Samiti Khed

O-O-O-O-O

SECOND SCHEDULE

(DESCRIPTION OF PLOT)

All that Piece and Parcel of **Plot bearing no.2A+2B** admeasuring about **39478.87 Sq.Mtrs** having corresponding survey number 88/90 to 96/113/2/122 to 128/2A2B out the said Larger land more particularly described in the FIRST SCHEDULE above, which is bounded as follows,-

Towards East: Plot 3A & 2C

Towards West: 24 Mtrs. Vide Proposed MDR Road .

Towards South: Plot no 1C and Amenity Space no 1

Towards North: Boundary Village Ambethan

Together with easement, appurtenances, pathways, ingress, egress, incidental and other ancillary rights thereto, and which is delineated in Red colour on the aforesaid sanctioned Plan.

THIRD SCHEDULE

(DESCRIPTION OF THE SAID PROJECT LAND-2 “C-20”)

All that Piece and Parcel of Land admeasuring about 2063.25 Sq. mtrs. Carved out of Plot no 2A+2B, out of Said Larger Land mentioned in first and Second Schedule area under Building C-20 and Open Space no. 6 admeasuring about 1160 Sq. mtrs, having corresponding Survey No. 88/90 to 96 to 2/122 to 128/ open space /6 thus in total area admeasuring about 3223.25 and Internal Road admeasuring about 809 Sq. Mtrs. ,which is more particularly bounded as ,

Towards East: 12 mtr vide Internal Road

Towards West: Building no C-41 & C-42 .

Towards South: 12 meter vide Internal & Plot 1C

Towards North: Building no C -28 to C-29

FOURTH SCHEDULE
(DESCRIPTION OF THE UNIT/APARTMENT

Residential Apartment No.	01
Floor	1st
Carpet Area	57.71 sq.mt. (621.19sq.ft.)
usable floor area of attached Open Balcony area including the Dry Balcony area	4.36 sq.mt. (46.91sq.ft.)
attached usable floor area of Terrace	NIL sq.mt. (NIL sq.ft.)
Total usable area of apartment	62.07 sq.mt. (668.10 sq.ft.)
Building No./Name	C-20/DWARKA PROJECT LAND-2

Which is bounded by;

East :

West :

South:

North :

Exclusive facility	No.	Level	Shaded Parking
Car Parking	NA	NA	NA

being constructed on the said Property, more particularly described in the Second Schedule written above, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

o-o-o-o

In witness whereof, the parties hereto have singed and executed this **AGREEMENT TO SELL** on the date and at the place herein before first mentioned.

Naiknavare Housing Development Private Limited by its duly authorized Director Hemant Dattaji Naiknavare/ Ranjit Dattaji Naiknavare (Owner/ Promoter) Through Their Authorized Signatory ANAND HEMANT NAIKNAVARE		
Photograph	LHTI	Signature
THE PROMOTER		

RAM VILAS GADADE		
Photograph	LHTI	Signature
THE PURCHASER		

VILAS SHIVAPPA GADADE		
Photograph	LHTI	Signature

THE PURCHASER		

Witnesses	Signatures
1) _____	
2) _____	

Annexure-1

Description of the common areas provided

	Type of common Areas provided	Proposed Date OF Occupancy Certificate	Proposed Date of handover for use	Size/ area of the common areas provided
1	Club house	30/06/2027	Within 3 months from the Date of OC	175.63 SQM
.	Open space	30/06/2027	Within 3 months from the Date of OC	1160.00 SQM

B.) Facilities/ amenities provided /to be provided within the building including in the common area of the building:

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/ area of the facilities / amenities	FSI Utilized or free of FSI
	Common staircase , Fire staircase	2B	30/06/2027	Within 3 months from the Date of OC		Free of FSI
	Passenger lift, fire lift, Drivers toilet, store		30/06/2027	Within 3 months from the Date of OC		Free of FSI
	Solar and PV panels		30/06/2027	Within 3 months from the Date of OC		Free of FSI

C.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/ area of the facilities / amenities	FSI Utilized or free of FSI
1.	Clubhouse with	2B	30/06/2027	Within 3 months from	175.63 SQ Mtr	Free of FSI

	party lawn, open gym, badmint on court			the Date of OC		
--	---	--	--	-------------------	--	--

D.) The size and the location of the facilities/ amenities in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout.

	Type of open spaces (RG/PG) to Be peovided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Propose d Date of handing over to the common organiza tion
	Open space	2B	1160.00 SQM	30/06/2027	Within 3 months from the Date of OC

E.) Details and specifications of the lifts:

	Type Lift (passenger/ servi ce /stretcher/good s/fi re evacuation / any other	"Total no. of Lifts provided	Number of passenger of carrying capacity weight (kg)	Speed (mtr-/sec)

1	Passenger Lift	01	13 Pax	Not yet finalized
2	Fire Lift	01	10 Pax	Not yet finalized

Note:

At 'A': to provide the details of the common areas provided for the project.

At 'B': to provide the details of the facilities/amenities provided within the building and in the common area of the building.

At 'C': to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.

At 'D': to provide the details of the facilities/amenities provided in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout.

At 'E': to provide the details and specifications of the lifts.

As per UDPCR rule

Annexure-2

(The Said Larger Land+ Plot 2A+2B is shown on the plan)

Annexure-3

(The sanction Project Land-2 Land plan)

Annexure-4

(The Plan of the Said Unit/Apartment)

Annexure-5

(The specifications for the said Flat)

Annexure-6

(Common facilities)

Annexure-7

(commencement certificate)

Annexure-8

(Copy of the Non Agriculture Assessment Order)

Annexure-9

Copy of the Certificate of MAHARERA

Annexure-,10

(Copy of 7/12 extract of Plot 2A+2B Survey No.88 & others
of Village Mhalunge)

Annexure-11

(Copy of the Certificate of the Title Certificate)

Annexure -12

TOR form environment.

Annexure –13

Proposed layout subject to sanction.

Annexure-5

(The specifications for the said Flat)

Internal

- Vitrified tiles for flooring & 3” wide skirting.
- Steel Grey Marble Kitchen platform with S.S. sink and 2’0” ht. coloured Ceramic glazed tile dado.
- Coloured Ceramic Glazed Tile dado – up to 7’0” ht. in Bathroom & up to 4’0” ht in W.C.
- Matt Finish Ceramic tile for Flooring in Bathroom & W.C.
- Aluminum powder coated sliding window with mosquito net and oil painted grill for Living Room, Bedroom and Kitchen.
- Openable /Fixed louvered window with Bajri glass for Bath and W.C.
- Both side laminated main Door Shutter with night latch and Red Maranti door frame.
- Oil painted waterproof flush shutters for Bathroom, W.C. and Balcony with Granite frame provided for toilets door frame & cylindrical lock.
- Oil painted Commercial Flush shutter for Bedrooms with Red Maranti door frame & cylindrical lock.
- Concealed plumbing in C.P.V.C. with hot and cold arrangement in Bathroom.
- Branded C.P. and Sanitary fittings.
- Concealed electrification with modular switches.
- Conduit for cable T.V. and intercom points in Living Room.
- Intercom facility for each flat.

- Oil bound distemper to wall and ceiling.
- Oil paint for wall and ceiling of Bathroom & W.C.
- Cabling for DTH T.V. connection (without set top box, usage & installation charges.)
- Exhaust fan in W.C.

External

- Matt Finish Vitrified flooring in Entrance & floor lobbies.
- Plaster with Acrylic paint for external walls.
- Directory Board, Name plate, Letter box, Electrical Meter Panel.
- Chequered Tile Flooring in parking.

Annexure-6

(Common facilities& Amenities)

Common Amenities:

- Gated Communities with security cameras & Intercoms.
- Club House with Multipurpose Hall, Table Tennis, Gymnasium and Society Office.
- Senior Citizen Area.
- Provision of recycled water for Flushing and Gardening.
- Wet Garbage disposal with organic waste converter.
- LED fixtures for common areas.
- Rain Water recharge bore wells.
- Plantation & Green Spaces

ANNEXURE- 12

Guidelines for use of Flat and Common amenities.

Lawn

1. No drinking, no smoking, no spitting, no pet animals allowed at the lawn/podium/Club House.
2. Dispose waste materials and trash in dustbins only.
3. Use only pathways for walking; do not use shortcuts across the lawns.
4. Do not touch the trees or pluck flowers.

5. Eatables are not allowed on the lawn.
6. Maintain decorum.
7. Don't use shoes on the green floor areas.

Multipurpose Hall/ Club House and Garden:-

1. Social functions are to be held at the Club House, for which bookings are to be made in 15 days advance.
2. The bookings for the clubhouse will be made on a first come first serve basis.
3. Loud music is not allowed.
4. No smoking or drinking (alcohol) in the clubhouse.
5. Timing for the Club House and Gymnasium is to be strictly maintained. The timing for the Gymnasium is 6am to 8pm and that of the clubhouse is 8am to 10pm
6. The use of club House for any function of the flat Purchaser is presently fixed at Rs.1500/- per day and Rs.300/- for housekeeping services , subject to revision therein at the Promoter/ the Society.
7. Handle carefully all the equipment of the Clubhouse. They are for residents use only.
8. Keep your normal external shoes outside the Gymnasium. Only sports shoes with clean soles especially made for Gymnasium are to be used inside.
9. Administration (society or developer) shall not be responsible for any personal injuries / accidents in the Club House/Swimming Pool.
10. After any function in club house, dispose the garbage in separate dust bin (dry and wet) and keep the club house and surrounding area clean.
11. Use garden play equipment carefully (for children below 12 years only).

Man Entrance Gate:--

1. Kindly instruct your drivers, servants or any visitors to write his/her name and show his/her identity proof to the security if asked for.
2. Do not park your vehicles in front of the gate.
3. Co-operate with the security staff & follow security instructions.
4. Head lights of two wheeler vehicles should be kept **OFF** and four wheeler inner cabin lights should be kept **ON** whilst entering or leaving out from the Main Gate.

Parking:--

1. Park your vehicles in the proper/designated parking area.
2. Park your vehicles in your allotted parking only. Do not use your parking for any commercial purpose.
3. Take the stickers from the Maintenance team and stick it on your vehicle on the front windshield, so that Security Guards can recognize it immediately.
4. Do not construct parapet walls to your parking area or enclose it any way as it is against Town planning bye-laws.
5. Do not dump your unwanted material like boxes, tires etc., in the parking.

Lifts:--

1. Close the lift doors carefully & follow the user instruction guide.
2. Lift is designed for a specific load; any extra load can cause an accident.
3. Do not carry heavy materials like cupboards, wooden furniture etc. by the lift.
4. Children below 12 years are not allowed to use the lift unattended.
5. In case of an emergency please do not panic, press the alarm button. Wait till the operator or security comes to your rescue.
6. Do not try to hang on to the landing edge and come out of the lift. In case the lift stalls between two floors, Wait till lift comes to the landing level, which it is designed to do.
7. Lift maintenance number

Fire Extinguisher:-

1. Firefighting system with Hose reel, Hose pipe with nozzle has been made available at the staircase.
2. The firefighting equipment's are expensive, hence instruct the security people to safeguard the same.
3. Do familiarize yourself with the firefighting system operation & maintenance. In case of a fire, do not use the elevator.

Sewage Treatment Plant (STP) :-

If the STP is not properly maintained, within 3-4 days foul gases may form and also the repairing charges are high. Treated water of STP should utilize for flushing & gardening purpose.

Common Areas:-

1. Do not keep unwanted boxes or household goods on external chajjas /terraces. They are not designed for these loads and also spoil the look of the society.
2. Do not keep water taps open. Damages caused due to overflow of water will be separately recovered from the person responsible. The Responsible person shall be liable to pay compensation to Developer/ proposed Society not less than Rs. 1000/- for the same
3. Spitting / Tobacco spitting / Littering Garbage/ smoking is strictly not allowed in common premises.
4. If any person found to be responsible for such acts then Rs. 500/- per norm will be charged towards compensation and legal action also be taken against him/them.
5. The compensation recovered from the defaulters either by the Promoter or the Co-operative Society, as the case may be, for the abovementioned count will be added in Maintenance fund and will be utilized for purpose of maintenance of the Project Land-5.
6. No honking in the society premises.
7. Restrict vehicle speed to 20-30 km/hr. in the society premise.

Garbage:-

1. Separation of wet and dry garbage should be done inside your flat premises in separate polythene bags.

2. Dry and wet garbage is to be separated before handing it to the house keeping.
3. Keep garbage bags outside your main door till 10.00am or till sweepers collect the same, whichever is earlier.
4. Wet garbage shall include kitchen waste. Dry garbage shall include all plastic bottles, glass, plasters, bandages and sanitary napkins, coconut shells, tin cans and papers, any things that is work not biodegradable.
5. Do not throw any wastage food or garbage into W.C., floor traps, as this would cause choking of pipe and water can reversely come back from trap and enter your kitchen. Down take pipelines are very difficult to clean.

Tenants

1. Every owner should give their tenant's documents such as rent /license agreement, Id proof, address proof, Police verification certificate to the Promoter/ the Society within 15 days from the date license agreement.
2. No loud music is allowed in any of the flats by tenants or owners.
3. An extra 10 % maintenance amount is to be paid for the duration of the agreement.
4. In case allotting to bachelors number of occupants for 1BHK- would be maximum 4 nos., for 2 BHK- 6 Nos. & 3 BHK- 8 nos.
5. All Rules & regulations applied to the Purchaser will be similarly applicable to Family Tenants / Bachelors Tenants / Owners.

Internal Specifications:

1.1 Aluminum Sliding Doors :--

- ❖ Keep the weep holes clean, it drains away the rain water.
- ❖ Clean the channels of the aluminum sliding doors from time to time. The bearings below shutters will operate for a longer time and smoothly, if the channels are kept clean.
- ❖ Use star lock while closing and opening the aluminum doors, do not open and close the doors forcefully.

- ❖ While using doors always use door stoppers. Do not let doors bang with the wind. This damages the construction. Instead lubricate the door hinges with oil for easy operation.
- ❖ Do not throw anything out of the windows.

1.2 Cleaning of floor tiles and dados :--

- ❖ While cleaning flooring do not use acid directly, the tile may become whitish and the finishing layer will get damaged along with the grout filled between the tiles.
- ❖ Do not throw buckets full of water, clean the tiles with a wet cloth /mop.
- ❖ Do not use a heavy stone crusher (Khal-Batta) directly on the floor or kitchen Otta. Keep a thick folded cloth below the same while using. Vibrations will damage the tiles. It may not be possible to replace the exact matching color tile again.
- ❖ Promoter shall not be held responsible for oil, turmeric or any food stains on the flooring.
- ❖ Don't use iron rods to remove Bathroom/ Kitchen/ WC chokes.

1.3 Kitchen : S.S. sink and platform : --

- ❖ Clean kitchen outlets (flexible pipe provided below the stainless steel sink) once in a month.
- ❖ Do not clean Stainless steel sink and all C.P. fittings (taps, jets etc) with acid as it will permanently damage the same.
- ❖ Close all your taps, gas knobs & switch off your lights before leaving your homes.

1.4 Terrace :--

- ❖ Keep outlets of attached, common terraces clean, as during the rainy season, they should not get choked. When keeping plants please ensure that dead leaves and mud do not choke the outlet and the pipes connecting the outlet. Ensure that while watering plants excess water does not trickle on to the building front. This leaves mud marks, spoiling the building paint.
- ❖ Do not cover your private terrace, it would be illegal. The Planning authority may demolish the same at any time.

- ❖ Common terrace / Common area is the property of the society. Any illegal construction of private nature is not allowed by the PMC.
- ❖ Do not keep unwanted boxes or household goods on external chajjas /terraces. They are not designed for these loads and also spoil the look of the society.
- ❖ Do not dry clothes on the railing of your terrace as it causes inconvenience to the flat below when clothes are long and it gives a shabby look to the society.
- ❖ Common Terrace should be locked from a safety point of view. Try to keep the key with any one of the top floor flats or with the security.

1.5 Fittings and sanitary fittings:--

- ❖ Chrome Plated fittings such as taps, mixers, showers etc are not to be washed with any acid as they will get permanently damaged.
- ❖ Use water taps carefully, do not use pressure while operating it.
- ❖ Do not waste water; always ensure that all the taps are closed while you are going out to prevent water wastage, which is a national wealth.
- ❖ Do not throw garbage into the W.C. This will clog the pipes and create a problem for you and the entire society.

1.6 Floor Traps :--

- ❖ Do not keep open the grating of floor traps in toilets, kitchen, and terraces.
- ❖ Do not throw any wastage food or garbage into floor traps, as this would cause choking of pipes and water can reversely come back from the trap and enter your kitchen. Down take pipelines are very difficult to clean.

1.7 Electrical :--

- ❖ Any electrical work within the home is to be checked by a professional electrician only.
- ❖ Check the meter reading when it is installed.
- ❖ Verify the consumer no., meter no. and your name on meter & Electricity bill.
- ❖ If your monthly bill is not received, immediately visit MSEB billing section and demand a duplicate bill.

1.8 Walls :--

- ❖ Small hair line cracks may develop on the surface of the wall in the first 2 years because of the variation in temperature.
- ❖ Sand in and around Pune has a small percentage of silt which creates small hairline cracks in the surface of the walls. When you repaint your home after 2/3 years it will disappear.

RECEIPT

Received of and from the Allottee above named the sum of Rupees **Rs.51,000/- (Rupees Fifty-One Thousand Only)** on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.

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