AGREEMENT FOR SALE

This Agreement for sale made at.....this.....day of..... in the year Two Thousand and .....

Between

NAIKNAVARE BUIDCON PRIVATE LIMITED [PAN .....], a company incorporated and registered under part IX of the Companies Act, 1956, having its office at 1204/4, Shivaji Nagar, Ghole Road, Pune 411004, represented by its duly authorized signatory and directors **HEMANT DATTAJI NAIKNAVARE**, aged about 58 years, occupation: business, AND/OR **RANJIT DATTAJI NAIKNAVARE**, aged about 56 years, occupation: business,

…hereinafter collectively called as the "**PROMOTER**", which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors, executors, administrators, and assigns, …of the FIRST PART,

And

Mr..... PAN
Mrs.....PAN
Address..... ,
.....
E-mail i d ....., hereinafter called as the "**THE ALLOTTEE**", which expression shall unless repugnant to the context or meaning thereof, mean and include its plural, his/ her/ their respective heirs, successors, executors, administrators and assigns, of the SECOND PART,

W H E R E A S, all that piece and parcel of land bearing old Survey No.393/2B+2A/1 admeasuring 03 H 62 R i.e. 36200 Sq.mt, subsequently renumbered as Survey No.393/1 situated at Village Talegaon Dabhade, Taluka Maval, District Pune was owned by the GENERAL GLASS MACHINERY PVT LTD**,** a company registered Companies Act,1956, having its office at 217, Metro House, Mangaldas Road, Pune-41100, through its directors; Smt. FAITH SHIVPRASAD SOOD and Miss. SARA SHIVPRASAD SOOD;

AND WHEREAS the aforesaid GENERAL GLASS MACHINERY PVT LTD, by duly stamped Development Agreements dated 25.05.2007 registered on the same day in Office of Sub- Registrar Vadgaon Maval at Sr. No.5264/2007, granted development rights, relating to the said Survey No.393/1, unto and in favour of NAIKNAVARE DEVELOPERS PRIVATE LIMITED, a company incorporated and registered under part IX of the Companies Act, 1956, having its office at 1204/4, Shivaji Nagar, Ghole Road, Pune 411004, represented by its duly authorized signatory and directors HEMANT DATTAJI NAIKNAVARE, AND/OR RANJIT DATTAJI NAIKNAVARE, for implementation of Ownership Flats Scheme therein and further Power of Attorney dated 25.05.2007 registered at Sr. No. 5265/2007 on the same day in Office of Sub- Registrar Vadgaon Maval, empowered and authorized the Directors of the NAIKNAVARE DEVELOPERS PRIVATE LIMITED, to sell, transfer, convey and/or assign the

said land/s and/or parts thereof, either by implementing ownership flats scheme therein or otherwise and also to appropriate the consideration thereof;

AND WHEREAS subsequently the said NAIKNAVARE DEVELOPERS PRIVATE LIMITED has purchased an area 00H 71 R i.e 7100 Sq.mt out of total area 00 H 81 R of land bearing old Survey No. 393/2A/2, now renumbered as Survey No.393/2 vide Sale Deed dated 21.06.2011 from Mr.Govind Yashawant Khalade and others, which is registered at the office of Sub-Registrar office at Maval No.2 on the same day. Thereafter, on 14.07.2011 Mrs. Nivedita Sandip Khursude executed Confirmation Deed of Sale Deed dated 21.06.2011 in favour of Naiknavare Developers Private Ltd, which is registered at the office of Sub-Registrar office at Maval No.2 on the same day;

AND WHEREAS the Hon'ble Collector of Pune, Revenue Branch vide his order dated 26.11.2010 bearing No. PMH/ NA/ SR/ 225/ 2010, permitted non-agricultural use of the land bearing Old Survey No.393/2B+2A/1 for residential purposes under section 44 of the Maharashtra Lands Revenue Code, 1966. Also in respect of the land bearing Old Survey No.393/2A/2, Sub-Divisional Officer, Maval-Mulashi, sub-division Pune has issued No objection Certificate on 11.02.2016 for use of the said Old Survey No.393/2B+2A/1 for residential purpose;

AND WHEREAS pursuant to the aforesaid development agreements with the aforesaid GENERAL GLASS MACHINERY PVT LTD in respect of Survey No.393/1 admeasuring 03 H 62 R i.e 36200 Sq.mt and ownership rights in respect of Survey No.393/2 admeasuring about 00H 71 R i.e 7100 Sq.mt, the said NAIKNAVARE DEVELOPERS PRIVATE LIMITED, got approved amalgamated Layout vide No. Nani/Bap/Kani/9/3423/011 dated 20.07.2011 for an area admeasuring 43300 sq.mt. Thereafter, the said NAIKNAVARE DEVELOPERS PRIVATE LIMITED obtained approval of Talegaon Dabhade Municipal Council on plan of sub division vide Nara/ Upvibhagani Manjuri/4691/16 dated 17.09.2016. Under the said sub division the layout is divided into three Plots viz; Plot A, Plot B and Plot C. On Plot B admeasuring 11071.35 Sq.mt. the said NAIKNAVARE DEVELOPERS PRIVATE LIMITED has obtained permission vide Nani/Bap/Kavi/1977/17 dated 29.04.2017 to construct buildings from Talegaon Dabhade Municipal Council;

AND WHEREAS the said NAIKNAVARE DEVELOPERS PRIVATE LIMITED was in process of development of the aforesaid Plot B in phase wise manner by constructing buildings which shall have common amenities for entire Plot B,

AND WHEREAS as a first Phase, NAIKNAVARE DEVELOPERS PRIVATE LIMITED was constructing building 'B', having Lower Parking Floor + Upper Parking Floor + Plinth + 12 floors, comprising of 138 residential units and 12 commercial shops alongwith a Club House on land admeasuring **4870.75 sq.mt.** underneath thereto, which is more particularly described in the **FIRST**

SCHEDULE hereunder written (Hereinafter referred to as **"the project land-1")** and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

AND WHEREAS the real estate project "Neelaya" on the Project land-1 has also been registered as with Real Estate Regulatory Authority(RERA) under provisions of Real Estate (Regulation and Development) Act,2016 and Rules at registration bearing No P52100000013 from RERA by the said NAIKNAVARE DEVELOPERS PRIVATE LIMITED ,

AND WHEREAS on an application made by the said NAIKNAVARE DEVELOPERS PRIVATE LIMITED to Real Estate Regulatory Authority(RERA) under section 15 of Real Estate (Regulation and Development) Act,2016 and Rules thereunder, on 05.03.2019 the RERA has granted its approval on the said application for the transfer and sale of the said Plot B admeasuring 11071.35 Sq.mt.,

AND WHEREAS pursuant to negotiations and agreement taken place by and between the said NAIKNAVARE DEVELOPERS PRIVATE LIMITED and the Promoter herein by comprehensive business transfer terms, the said NAIKNAVARE DEVELOPERS PRIVATE LIMITED by instrument of Sale Deed dated 28.03.2019, registered in the office of Sub- Registrar Maval at Sr.No.2245/2019,the said NAIKNAVARE DEVELOPERS PRIVATE LIMITED sold, assigned, transferred and otherwise conveyed on as is where is basis along with all rights and liabilities all that portion of the Plot B admeasuring 11071.35 Sq.mt out of land bearing old Survey No. 393/2B+2A/1 admeasuring 03 Hector 62 Aar, i.e. 36200 Square Meter, now renumbered as Survey No.393/1 and land bearing old Survey No. 393/2A/2 admeasuring 7100.00 Square Meter, now renumbered as Survey No.393/2, unto and in favour of the Promoter herein, for and at the price being paid as mentioned therein;

AND WHEREAS by virtue of the said Sale Deed dated 28.03.2019 the Promoter become absolute owner of the aforesaid B Plot including the Project Land-1 along with construction thereon and entitled to implement the real estate Project "NEELAYA", and being Promoter of the said Project "NEELAYA", under provisions of Real Estate (Regulation and Development) Act,2016 and Rules thereunder, the Promoter has changed and updated details of the Promoter with Real Estate Regulatory Authority and the said Project "NEELAYA registered at No……

AND WHEREAS the Allottee is made aware that, in respect of Survey No. 393/1 the said NAIKNAVARE DEVELOPERS PRIVATE LIMITED has filed SLP(C) CC No.4483 of 2015 in Supreme Court of India agitating that the provisions of Section 20 under Urban Land (Ceiling and Regulation) Act, 1976 would not apply to the said Survey No.393/1 in view of Repeal of the said Act. The Hon'ble Supreme Court had permitted the said NAIKNAVARE DEVELOPERS PRIVATE LIMITED i.e the Promoter herein by virtue of the said Sale Deed dated

28.03.2019 to develop the balance land other than an area admeasuring 2961.95 sq.mt and The Promoter has reserved all its rights to surrender the portion of land admeasuring 2961.95 sq.mt., which is earmarked on Plot A, to State Government or to Develop the said portion admeasuring 2961.95 sq.mt as per final decision to be given by the Hon'ble Supreme Court in SLP(C) CC No.4483 of 2015;

AND WHEREAS in minutes of Meeting of Expert Appraisal Committee (Infra-2) held on 23-25 January, 2017, the Committee recommended the Project "Neelaya Project-2" including the Project land-1 for Environment Clearance;

AND WHEREAS after obtaining such permission from the Committee, it is noticed by the Promoter that while making an application for such clearance to the Committee, it was mistakenly applied through its sister concern Naiknavare Real Estate LLP. However, the Promoter hereby confirms that he would take every effort to get corrected the name of the Promoter in Environmental Clearance to be issued by Environment Department, Government of India/Maharashtra. The Updated and corrected Environment Clearance order shall be available to the Allottee as well as uploaded on website of the Regulatory Authority as and when received by the Promoter;

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land;

AND WHERAS as per order of Tahsildar, separate 7/12 extracts of the aforesaid Plot-A, Plot-B, Plot-C and for the area under Roads have been effected, and thus in the revenue record for an area admeasuring 11071.35 Sq.mt. of the Plot-B, a separate 7/12 extract of **Survey No.393B** has been effected and Talegaon Dabhade Municipal Council on 24.05.2019 vide No. NaRa/Bap/2581/19 approved revised building permission plans in respect of the said Plot B in favour of the Promoter herein;

AND WHEREAS the Promoter has proposed to construct 'B' building on the project land having Lower Parking Floor + Upper Parking Floor + Plinth + 12 floors alongwith a club house common to the plot B;

AND WHEREAS the Allottee is offered an Apartment/Shop bearing number on t he floor, (herein after referred to as the **said "Apartment"**) in the 'B' building (herein after referred to as the said "Building") being constructed in the the Project land-1by the Promoter;

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed Mr. Ranjit Naiknavare, a director of Naiknavare Developers Pvt Ltd 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;

AND WHEREAS by virtue of the Development Agreement/Power of Attorney and 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 project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

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 and the plans, designs and specifications prepared by the Promoter's Architects Ms Gauri Naiknavare and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of 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-1 on which the Apartments/Shops are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by Talegaon Dabhade Municipal Council have been annexed hereto and marked as **Annexure 'C-1'**;

AND WHEREAS revisions/deviations proposed by the Promoter as recommended by the Architect/ Engineer and as may be permitted by Planning Authority are shown in the Layout Plan proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided in the said Project-1 land. The authenticated copy of the said plan of Layout as proposed by the Promoter has been annexed hereto and marked as **Annexure 'C-2'** and the proposed deviations/ revisions are declared and intimated by the Promoter to the Allottee through **Annexure 'G'** hereinbelow;

AND WHEREAS as mentioned above the promoter is proposing development of a Layout as a project "Neelaya" comprising of three buildings and common club House for the said three buildings. Various common amenities and services are to be shared by all the three buildings in the project 'Neelaya' as per the approved Layout, moreover, a federal Society less than 5 members not being permissible under the

provisions of Maharashtra Co-operative Societies Act, 1960, for smooth functioning of the Layout development the Promoter has decided to form a single Co-operative Housing Society as permissible under prevailing local laws;

AND WHEREAS the authenticated copies of the building 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 'D'**;

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 to minor deviations as disclosed hereinafter and in Annexure-G, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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 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;

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. ..... on .....floor situated in the building No. 'B' being constructed in the said Project land-1;

AND WHEREAS the carpet area of the said Apartment is ..... square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee 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;

AND WHEREAS the Apartment also has one attached open balcony/terrace of an area admeasuring.....Sq.mt and an enclosed balcony of area admeasuring.....Sq.mt attached to the said Apartment for the exclusive use of the Allottee.

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

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees .....) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee 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;

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ..... ; authenticated copy is attached in Annexure 'F';

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

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

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 'B' consisting of Lower Parking Floor + Upper Parking Floor+ Plinth + 12 floors upper floors along with common Club House on the project land in accordance with the plans, designs and specifications as may be approved by the concerned local authority from time to time.

   Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except (i) any alteration or addition required by any Government authorities or due to change in law, or (ii) the Promoter may make such minor additions or alterations as may be required by the Allottee, or such mionr changes or alterations as may be necessary due to architectural and structural

reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ..... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building alongwith usable floor area of enclosed balcony admeasuring .....sq.mt, usable floor area of attached open Balcony admeasuring **..... sq.mtr**. and attached usable floor area of Terrace.....Sq.mt, making a total usable floor area including the carpet area of ..... sq Mtrs (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures-D for a lump sum consideration of Rs. ..... including Rs..... 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 Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking space bearing No. _____situated at ..... being constructed in the layout for the consideration of Rs. ...../-

1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. ..... /-

1(c) i) The Allottee has paid on or before execution of this agreement a sum of Rs..... (Rupees ..... only) as advance payment and hereby agrees to pay to the Promoter in following manner;

PAYMENT PLAN		Amount in Rupees
paid before execution of this agreement	10.00%	
within 2 weeks after the execution of this Agreement	20.00%	
on completion of the Plinth of the building	15.00%	
On Completion of 2nd Slab above the Plinth	05.00%	
On Completion of 5th Slab above the Plinth	05.00%	
On Completion of 8th Slab above the Plinth	05.00%	
On Completion of 10th Slab above the Plinth	05.00%	
On Completion of 12th Slab above the Plinth	05.00%	
On completion of the walls, internal plaster, floorings of the said Apartment	05.00%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level, doors and windows of the said Apartment.	05.00%	
On completion of the external plumbing and external	05.00%	

finishing, elevation, terraces with water proofing, of the building		
on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving if any specified, of areas appertainant and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located	10.00%	
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	05.00%	
Grand Total	**100.00%**	

ii) The payment towards price of the Apartment shall be made within 7 days from the due date as per the payment Schedule above and interest as specified in Rules of RERA will be applicable on delayed payments.
iii) The amount towards price of the Apartment will be deposited in designated account as per RERA, 2016, and the details of the same are Account No. "**.....**", name of Account "**.....**" and IFSC is **.....**. The cheque/NEFT/RTGS shall be paid in the said Account. For the due amount towards GST cheque shall be drawn in favour of "**.....**".If the Allottee made payment made by NEFT/RTGS then he should immediately intimate to the Promoter.
iv) 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 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 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(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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(f) 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 @ 11 %.

1(g) 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(h) 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 (i) (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/ works contract tax/ 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 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 organisation 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.

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 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 instalment 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").

3.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 7354.08 square meters only and Promoter has planned to utilize Floor Space Index of 7220.33 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. The Promoter has disclosed the Floor Space Index of 7220.33 Sq.mt as proposed to be utilized by him on the project land in the said Project 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.

3.2.1 The Promoter (without prejudice to the other rights and remedies in this agreement and in law) shall be entitled, without any reference to the Allottees and/or organization/s of the Allottees to develop the layout of the said Plot-B, by putting 2 (two) more buildings and/or to dispose of such building as may be permissible.

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

(a) 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 and/or the said Plot-B 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,

(b) In the layout of the said Plot –B, services such as underground water tank, Sewage Treatment Plant and Organic waste converter, MSEDCL Transformer, and Club House are common for all three buildings.

(c) A single Co-operative Housing Society shall be formed and registered for all the three buildings in the layout of the said Plot-B.

(d) the conveyance of the said Plot-B including the Project land together with the buildings constructed thereon, shall be executed by the Promoter only in favour of co-operative housing society,

(e) 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 and/or other pieces of land adjoining to the project land 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,

(f) As has been shown in the map, there is a 12 meter wide Access Road to and from the said Plot-B, passing through adjoining Plot-A and running from East to West. The said Road shall not be normally available unless there is an emergency situation. In normal and regular routine and circumstances the said Road will remain closed and both Societies on the Plot-A and Plot-B will have control and authority to close and open the same in case of emergency as aforesaid.

4.1 If the Promoter fails to abide by the time schedule for completing the project 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, 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.

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 Allotee 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.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the said building and the Apartment are as set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of December 2019. 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.
iii. the Allotte has committed any default in payment of installment as mentioned in Clause No. 1(c) (without prejudice to the right of the Promoter to terminate this agreement under Clause 4.2 mentioned herein above),
iv. any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee,
v. non-availability of steel, cement or any other building materials, water or electric supply,
vi. any delay on the part of the Office of the Collector, Pune or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said land,
vii. any other reasons beyond the control of the Promoter,

7.1 **Procedure for taking possession** -

The Promoter, upon obtaining the occupancy certificate from the competent authority, shall within 7days 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 fulfilment 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 Promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and

such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable from date of intimation given by the Promoter that the said Apartments are ready for use.

7.4 (a) The construction of buildings in the present Project, is in the form of a combination of conventional R.C.C. type construction and shear walls structure, with a new construction technology, which may not involve conventional use of building material like bricks or blocks. The building/s will be of floor slabs and structural RCC walls of cast in situ reinforced concrete. Aluminium Formwork equipment used in manufacture of the structure may be imported or manufactured indigenously. The Allottee is thus made aware that the construction is as per said new technology. 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.

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.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Apartments shall join in forming and registering the Society to be known by "Neelaya Co-operative Housing Society Ltd" or some such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society 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 organisation 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.

9.1 (a) As mentioned herein above, a single Co-operative Housing Society shall be formed and registered for all the three buildings in the layout of the said Plot-B. 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 a Layout of Plot-B/Neelaya have booked their apartment.

(b) The Promoter shall execute conveyance in respect of the entire undivided or inseparable land underneath all buildings/ wings along with structures of basements and Podiums constructed in a Layout of the said Plot-B, comprised in Neelaya, in favour of a Co-operative Housing Society, on or before 30.06.2025 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(b).

(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.

9.3 (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 and Building/s namely local taxes, bettermen charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. The Allottee shall pay to the Promoter such proportionate share of outgoings as determined by the Promoter as per rates given below:
Common Maintenance for the building or buildings where the said Apartment is located Rs. 48.44 ps. per sq.mt. (Rs.4.50 ps. per sq.ft.) x total usable floor area of the said Apartment……Sq.mt x 24 (Twenty Four) months= total amount payable by the Allottee to the Promoter = Rs……..
The Allottee/Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Allottee/Purchaser further agrees that till the Allottee/Purchaser's share is so determined the Allottee/Purchaser shall pay to the Promoter a interest free deposit of Rs. ._____..The amount paid herein is not a charge or maintenance amount of the proposed society/Limited

company but an amount paid as a deposit towards the maintenance of the ultimate body. The allottee/purchaser has also authorized the Promoter to appoint an agency/company to manage the maintenance of the project land and Building/s and make payments to them on monthly basis from the interest free deposit paid to the Promoter. The allottee/purchaser also gives an irrevocable authority to the Promoter to discuss, negotiate and make payments from their deposit to the appointed person/agency/company by the Promoter for payment of all expenditures for maintenance/repair/improvement of the common areas and facilities thereof.
The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter till 1 (one) year from registration of co-operative Society. The Promoter shall be entitled to entrust maintenance of common areas and facilities to Co-operative Society of the Allottees even prior to the said period, in which case, the Promoter shall also entrust the balance remaining amount received from the Allottees till then.

(b) The maintenance amount / outgoing charges mentioned above, shall include only following items:
i) Housekeeping and cleanliness
ii) Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, PV solar System, intercom
iii) Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual Apartment/s, which would be payable by the Allottee thereof in equal share together with other Aloottees in the concerned building)
iv) Common electricity bills for common area of buildings and common areas of the Society
v) Security charges
vi) Gardening charges
vii Running expenses for clubhouse, (Gym) and play grounds and equipments thereof
viii) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
ix) Non agricultural taxes and any other similar taxes
x) Pest control expenses
xi) Expenses incurred for maintenance of common service lines & replacements of electric swithches /light points.
xii) Elevator repairs & maintenance contracts along with lift inspection charges.
xii) Firefighting certification
xiii) Operational and electricity charges for the sewage treatment plant for the Society
xiv) Environment clearance fees

xv) Property tax for Club House

It is agreed between the parties that the said maintenance amount/ Outgoing charges mentioned above, shall **not** include the items mentioned below, and the Allottee and/or the society either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution made by the Allottees.

i) Society and managing committee administration,
ii) Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and any other such expenses,
iii) Sinking fund etc.
iv) Property taxes of individual building/ Apartments 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.
x) Expenses of water as may be required to be purchased from private sources and all other related expenses.

(c) The maintenance amount mentioned above in (a), shall be maintained by the Promoter in a separate account, and shall be used and utilised by the Promoter as listed, only for common maintenance of the project Neelaya . The Promoter shall cause maintenance of the project till handing over responsibility of the same to the Co-operative Society.

(c) The Roll out of maintenance of the Neelaya Society, including Project-1 land, will be in phases and as indicated in the proposed Layout Plan at Annexure-C-2. 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.

(d) 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 non payment by the Allottees.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) The Allottee hereby agrees and confirms that the Promoter shall be availing water supply for the buildings on the said Project land/ project Neelaya from the Talegaon Dabhade Municipal Council. However, in the event that any water is required to be purchased from private sources, the Allottee herein shall be liable to contribute expenses thereof at actual in proportion as may be required.

10. (a) The Allottee shall at the time of execution of this agreement paid following amounts :-

(i) **Rs. 600/-** for share money, application entrance fee of the Society,

(ii) **Rs.1650/-** for formation and registration of the Society,

(iii) **Rs.8500/-** For Deposit towards Water and other utility and services connection charges &

(iv) Deposits for receiving of electrical connections and Transformer/ Sub Station provided in Layout, **Rs.50,000/-** for 1BHK and Shops, and **Rs. 65,000/-** for 2BHK.

It is agreed by the Allottee that if the above amount would become insufficient then the Allottee agrees to pay further and additional amount,if any to the Promoter.

(b) The Allottee shall pay to the Promoter a sum of **Rs. 2500/-** 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.

For the due amount towards aforesaid charges as mentioned above along with GST, if any, a separate cheque shall be drawn in favour of "……"

11. 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.

12. 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; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project 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 t o b e issued by the competent authorities with respect to the Project, project land 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, project land, 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, including the Project 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 to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

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

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 and/or the Project except those disclosed in the title report.

13. 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, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his 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 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 or any part thereof to view and examine the state and condition thereof.

14. 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 out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

16. 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 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 on the said land and/or other pieces of land which may be the subject matter for development by the Promoter.

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

(d) The Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.

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

17. 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 project Land and TDR (if any) as well as the encumbrances, if any, known to the Promoter.

(b) It is hereby declared that, sanctioned Layout, building plan and the floor space index (FSI) at Annexure-C-1 as on date and proposed FSI and proposed alterations in the Neelaya as well as Project-1 land as per Layout Plan at Annexure-C-2 have been shown to the Allottee. The Promoter herein has made full disclosures to the Allottee as to the deviations in the Plan at Annexure-C-2 and listed out in Annexure-G hereinbelow. The Allottee hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the Project-1 land as well as in Plot-B of the plans of the building as shown in Plan at Annexure-C-2 and as per proposed changes listed in Annexure-G.

(c) 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 by appointing his/ her own advocate.

(d) 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.

(e) 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 "Neelaya" on the said Plot-B, 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 extention 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.

(f) The Allottee herein declares that in "Neelaya" project, the Promoter herein are providing amenities/ material/ plant and equipment in common facilities like club house. and which has to be operated/ used by the persons in the project 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,

(g) 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 project name "Neelaya" 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.

(h) 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. The Allottee shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

(i) 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.

(j) 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, building in the Project 'Neelaya Residency' 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.

18. 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, either till sale of such Apartments or till 1 year from the date of completion certificate from the competent authority whichever is earlier.

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 consent 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 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, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total usable floor area of all the Apartments in the Project.

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. The

Allottee hereby irrevocably granted and shall be deemed always to have granted his/ her consent for grant and allotment of such exclusive facility or restricted facility attached to the concerned Apartment.

(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 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 Land and the building save and except any part reserved by the Promoter, is transferred to the Allottees or the said organisation. The Promoter shall be entitled to dispose of such open space, terrace, parkings, garden space et cetera, to any Purchaser for which the Allottee hereby grants and is always deemed to have granted the consent.

(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 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/assignment of lease 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
(Allottee's Address)
Notified Email ID:

NAIKNAVARE BUILDCON PRIVATE LIMITED

Address: 1204/4,Shivaji Nagar, Ghole Road, Pune 411004
Notified Email ID:...

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 settled 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.

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

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

STAMP DUTY PARTICULARS

Total Prescribed valuation as per Annual Ready Reckoner, 2017-18 Talegaon Dabhade Taluka Maval District pune , as described in Sector 11/2016 for the said Apatment is Rs..... /-	
Total agreed price	Rs.
Stamp duty (as per Article 25(d)(1) of the Bombay Stamp Act,1958) on higher amount of the two above	Rs._____
Note (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 Apartment. The stamp duty on the difference between the agreed price and the value prescribed, has been paid under protest.	

FIRST SCHEDULE

(description of the said "**Project land-1**")

All that portion of land admeasuring **4870.75 sq.mt**. out of B-Plot totally admeasuring about 11071.35 sq.mt of land bearing **Survey No.393/B**, situate at village Talegaon Dabhade, Taluka Maval, District Pune, within the limits of the Registration District of Pune, Sub-Registration Taluka Maval and Nagar Parishad Talegaon Dabhade and which is bounded by;

EAST : Plot-A out of the Layout bearing No. Nara/Bap/4691 dated 17.09.2016
SOUTH : National Highway Service Road
WEST : balance portion of Plot-B
NORTH : balance portion of Plot-B

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.

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SIGNED AND DELIVERED BY THE WITHIN NAMED

NAIKNAVARE BUILDCON PRIVATE LIMITED represented by its duly authorized signatory and directors **HEMANT DATTAJI NAIKNAVARE**, OR **RANJIT DATTAJI NAIKNAVARE**		
Photograph	Signature	L H Thumb Impression
THE PROMOTER		

Mr..... **Mrs.....**		
Photograph	Signature	L H Thumb Impression
THE PURCHASER		

in the presence of WITNESSES:

1. Name Signature

_____

2. Name Signature

SCHEDULE 'A'

(description of the said "**Apartment**")

All that

Residential Apartment No./Shop No.	
Area	_____sq.mt. (_____ sq.ft.) carpet
usable floor area of enclosed balcony	
usable floor area of attached	

Open Balcony	
attached usable floor area of Terrace	_____ sq.mt. (_____sq.ft.)
Total usable floor area	_____sq.mt. (_____ sq.ft.)
Floor	
Building No./Name	

Which is bounded by ;
East:…….
West:…….
South……..
North……

Exclusive facility	No.	Stilt space (sq.mt.)
Four wheeler		
Two wheeler		

being constructed on the said Property, more particularly described in the Schedule.I 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.

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SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

P Narayan, Advocate
1,New layers Chamber District Court Compound, Shivajinagar Pune-5

Date: 30.04.2019

I have investigated the title of property land bearing Survey No.393/1 admeasuring 03H62 Are i.e 36200 sq.mt and land bearing Survey No.393/2 admeasuring 00H 71Are i.e 7100 Sq.mt, situate at village Talegaon Dabhade, Taluka Maval, District Pune, given above. I also caused the search to have been taken in respect of the aforesaid lands . I also perused the documents of title and extracts of revenue record. I have also seen the commencement certificate/s to commence the construction of the building to the said Promoter granted by Talegaon Dabhade Nagarparishad,Taluka Maval, District Pune.

On perusal of relevant documents and information, I am of the opinion that All that sub-plot No.B admeasuring 11071.35 Square Meter out of land bearing Survey No.393/1 and Survey No.393/2 is owned by Naiknavare Buildcon Pvt Ltd, and the said property is free and marketable.

The Promoter therefore, is authorized, empowered, entitled to develop the said Property by constructing a building thereon, comprising of independent residential blocks, commonly referred to as the "ownership scheme", and to sell and/or otherwise dispose the same to any intending purchaser.

P Narayan
Advocate

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ANNEXURE –B

(Authenticated copies of extracts Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Promoter to the project-1 land).

ANNEXURE –C-1

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

ANNEXURE - C-2

(Copy of the Layout Plan as proposed by the Promoter)

ANNEXURE -D

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

ANNEXURE– E

The fixtures and fittings with regard to the flooring and sanitary fittings to be provided by the Promoter in the said building and the Apartment

SPECIFICATIONS

1) STRUCTURE

A) RCC Structure upto parking and monolithic load bearing RCC slab and shear wall construction using Aluminium formwork.
B) External wall with Sand Faced Plaster with Acrylic Paint.
C) Partition Walls in Brick/Block Masonary with Neeru Finish Plaster for shops.

2) FLOORING & DADO

A) 600 X 600 MM Vitrified tiles for flooring & 75 mm height skirting for Living/Passage, Kitchen, Bed rooms and Balconies.
B) Non skid flooring in toilets and Terraces.
C) Coloured glazed tile dado up to lintel level in all toilets.

3) KITCHEN

A) Granite top kitchen platform, with S.S. Sink & 2'0" height Glazed tile dado above platform.
B) Exhaust fan in kitchen.

4) TOILETS

A) CPVC Concealed plumbing with Hot and Cold arrangement in Toilets.
B) Standard Make C P fittings.

C) E.W.C. In all toilets with flush valve.

5) ELECTRIFICATION & CABLING

A) Concealed copper wiring with modular switches in all flats.
B) Provision of telephone/internet point in living Room.
C) Provision of TV point in living Room.
D) Provision of AC Point in Master Bedroom.
E) Provision of Electrical Points for washing machine, water purifier and fridge.

6) DOORS

A) 35 mm thick Both side laminated main door shutter, with Red Meranti door frame with night latch and handles and door stopper.
B) 32 mm thick flush door shutters with Red maranty door frame both with paint for bedrooms and toilets with cylindrical lock.
C) M.S. Rolling shutters with duly oil painted with overhead box for shops.

7) WINDOWS

A) Aluminium powder coated sliding windows with Mosquito Net and duly Oil Painted M.S. grills. (Excluding Toilet Windows)
B) G I louvered windows for all toilets.
C) Balconies & Private Terraces : Aluminium powder coated sliding doors with Mosquito Net.

8) PAINTING

A) Oil Bound Distemper for all internal walls and ceilings.
B) Acrylic Paint from Outside.
C) Oil Paint above Lintel level for toilets.

9) COMMON AMENITIES

A) Compound wall, main entrance gate with security cabin and Emergency gates.
B) Landscaped garden with jogging track, walk-ways, lawns and flower beds and open air amphitheatre.
C) Children's play area with play equipment.
D) Decorative entrance Plaza with flower beds and planers for Shops.
E) Adequate visitors parking For Shops.
F) Club House : Multi-purpose Hall with pantry, society office, Gymnasium and toilets.
G) Generator backup for passenger elevators, pumps, common lights and Club Hosue.
H) Automatic Door Passenger Elevators.
I) LED fixtures for common Area.
J) Tiles/Stone for staircase treads, risers and skirting.
K) Internal driveways in concrete and shoulders in paver blocks.
L) Provision of Recycled water for Gardening and Flushing.
M) Wet Garbage disposal through Organic Waste Converter.
N) Rain water harvesting for entire project.
O) Common Solar Water Heating System per Building and Limited PV Solar System per Building.
P) CC TV for common areas.
Q) Intercom System for flats and shops.

ANNEXURE –F

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

ANNEXURE –G

List of the deviations proposed in the proposed Layout Plan

- For upgradation in power supply, MSETCL has augmented existing EHV tower lines leading to a reduced distance of 6M between proposed Building 'B' and EHV line as against 7.3M shown in sanctioned plan. Revised NOC with drawings from MSETCL incorporating this change will be submitted to Talegaon Dabhade Nagar Parishad and the revised plans will be uploaded on RERA site.

- Internal dimension shown in all Sales material as well as sanctioned plan does not include Plaster and skirting thickness. However, carpet area has been calculated on actual dimensions available at floor level as per RERA (i.e. excluding skirting thickness for external walls).

- Side margin between Building 'B' and compound wall separating Plot B and Plot A shall be 13.1M instead of 13.3M shown in sanctioned plan as per site condition. Side margin between Building 'B' and Building 'A' shall be 13.1M instead of 13.3/13.4 M shown in sanctioned plan. These revised dimensions shall be incorporated in revised sanctioned plans.

- Shops shown in Sales material differs with shops shown in ground /first floor plan of sanctioned drawings set. These revisions as shown in Sales material shall be incorporated and revised approval taken from the authorities. Sale of shops will be taken up on loading of sanctioned revised plan at RERA site.

- 2 Bedroom apartment – flat No. 101 as shown in sanctioned plan has been revised to one room Kitchen apartment to incorporate structural columns required. This change shall be shown and revised approval from authority will be taken. The said apartment to be sold only on revised sanction being uploaded on RERA site.

- Refuge area of 19.14 Sq M. shown at 9^{th} floor on either side with access from staircases as shown in sanctioned plan shall be removed as the same is not required as per Fire NOC No. MFS/923/12/2015612 dated 19/11/2016 and NBC 2005 part 4. Rule No. 4.12.3 Note. DCPR A, B, C, class Municipal Council Rule No. 19.4.8 Note. Change to be incorporated and approval taken from authority in revised sanction.

- Revised Fire NOC to be obtained and submitted to Talegaon Dabhade Nagar Parishad as required in condition No. 26 of Commencement certificate No. Nani/BAP/KAVI/1977/17 dated 29/4/2017.

- 12 M means of access as shown between Plot A & Plot B shall be used only in case of an emergency. Keys for Gate between Plot A and Plot B shall be with both societies. Main entry and exit to Plot B shall remain

only from 12M Highway Service road. Area in Plot B under 9M and 12M means of access as shown in sanction No. NAR/BAP/1977/017 dated 29/4/2017 shall be hard paved.

- Car parking No.29A in sales material has mistakenly been omitted in sanctioned plan.The same shall be got revised & allotted thereafter.
- Covered Car parking below common area is shown in Sheet No. 9/09 of sanctioned plan NAR/BAP/1977/017 dated 29/04/2017 has been reserved by Promoter for Project 1 Building B – 12 Nos. and Project 2 Building A 7 Nos. respectively.
- Entrance to lower parking changed from 6.90M as shown in sanctioned plan to 5.0M. This change shall be recorded in the revised sanction.

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

I say received.
The Promoter/s.

CONSENT LETTER BY THE ALLOTTEE

I, the Allottee herein, do hereby accord my consent for the Promoter to effect any changes, revisions, renewals, alterations, modifications, additions et cetera in the layout of the said Plot-B as shown in proposed Layout Plan Annexed hereato at Annexure-C-2 and/or building and/or structures on the said Plot B and Project-1 land.

I, Allottee herein, further accord my "no objection" for the Talegaon Dabhade Municipal Council to accordingly pass such layout/s or plans, as may be submitted by the Promoter.

However, the construction of the said Apartment agreed to be purchased by me shall not be adversely affected

(Allottee/S)
1._____

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