

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Pune this _____ day of _____ in the Christian Year Two Thousand and Twenty Two.

BETWEEN

P-SQUARE BUILDERS LLP, a Limited Liability Partnership Firm duly constituted under the provisions of the Limited Liability Partnership Act, 2008 (formerly a company limited by shares known as "P-SQUARE BUILDERS PRIVATE Limited) having its Registered Office at Nyati Unitree, Survey No 103/129, Plot B+C of CTS No 1995 and 1996B, Yerwada, Pune Nagar Road, Pune – 411006, by the hand of its duly Constituted Attorney MRS ASHWINI AVINASH PATHAK hereinafter referred to as "**the Promoter**" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Limited Liability Partnership and its successors-in-interest] of the One Part

AND

- 1 <<<CUSTOMERNAME>>>
<<<CUSTOMERADDRESS>>>
Email id - <<<EMAIL>>>
- 2 <<<CUSTOMERNAME1>>>
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- 3 <<<CUSTOMERNAME2>>>
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- 4 <<<CUSTOMERNAME3>>>
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hereinafter referred to as "**the Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the Other Part;

WHEREAS all those pieces of land or ground admeasuring Hectares 04 = 13 Ares, Hectares 03 = 41 Ares, Hectares 02 = 41 Ares, Hectares 02 = 12 Ares presently bearing Gat Nos.720, 721, 723 and 733 respectively and a portion admeasuring Hectares 02 = 00 Ares out of the land admeasuring Hectares 09 = 06 Ares presently bearing Gat No.730 situate, lying and being at Village Wagholi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Village Wagholi and falling in the "Residential" Zone under the Regional Plan for Pune Metropolitan Region currently in force form a contiguous block admeasuring Hectares 14 = 07 Ares and which contiguous block is hereinafter referred to as "**the said Larger Land**";

AND WHEREAS the Promoter herein is the Owner, inter-alia, of a portion admeasuring 134913.10 sq. mtrs out of the said Larger Land and which said portion admeasuring 134913.10 sq. mtrs is more particularly described in the **First Schedule** hereunder written and hereinafter referred to as "**the said Land**";

AND WHEREAS By virtue of a Deed of Conveyance dated 31.12.2009 (duly registered under Serial No.2084 of 2010 with the Sub-Registrar, Haveli VIII, Pune) made by and between The Redeshwarinagar No. 2 Co-operative Housing Society Limited, Shri Devendra Shankarrao Khawale, Sou. Poonam Inderlal Jessani, Shri Vinod Inderlal Jessani and Shri Pandharinath Tukaram Pathare as the Vendors therein, M/s Radeshwarinagar Promoters And Developers, Partnership Firm as the First Confirming Party therein, Sou. Sunita Devendra Khawale as the Second Confirming Party therein and P-Square

Builders Private Limited (Now P-Square Builders LLP), the said Vendors assigned, transferred, assured and conveyed inter-alia the said Land to/in favour of the said P-square Builders Private Limited at or for the consideration and on the terms and conditions mutually agreed upon.

AND WHEREAS vide its Order dated 21.11.2014 bearing No. PMH/ NA/ SR/ 136/ 2014, the Office of the Collector, District Pune granted permission for conversion of user of a portion of the said Larger Land to "Residential" and another portion to "Commercial" and sanctioned a Layout in respect thereof consisting of area earmarked for construction of multi-storied buildings, amenity spaces, open spaces, area earmarked for installation of MSEDCL Electricity Sub-Station, Parking Space, areas under Internal Roads and area under widening of the existing Road etc. and whereas, vide the said Order dated 21.11.2014, the Office of the Collector, District Pune also sanctioned Building Plans for construction of, inter-alia Residential Multi-Storied Buildings containing Residential Flats on the said Land and of a Building containing Shops / Commercial Premises;

AND WHEREAS the aforesaid Building Layout and Building Plans sanctioned by the Office of the Collector, Pune vide its Order dated 21.11.2014 were subsequently revised from time to time and sanction to such revised Building Layout and Building Plans was granted by Pune Metropolitan Regional Development Authority, Pune (PMRDA) vide its Commencement Certificate bearing Nos. DP/BHA/15.16/P.K.439/HAV/ SHAKHA-1/MOU. WAGHOLI/G. NO. 720 & OTHERS dated 18.06.2016 and DP/BHA/MOU. WAGHOLI/GAT NO. 720 & OTHERS/P.K. 546/17-18 dated 30.12.2017 and thereafter vide its Commencement Certificate bearing No. DP/BHA/VILLAGE WAGHOLI/GAT NO. 720 & OTHERS/CASE NO. 559/ 18-19 dated 03.11.2018 and thereafter vide its Commencement Certificate bearing No. DP/BHA/HAV/VILLAGE WAGHOLI/GAT NO. 720 & OTHERS/CASE NO. 158/ 21-22 dated 16.12.2021. The last of such revised sanctioned Building Layout dated 16.12.2021 is hereinafter referred to as the **"said Sanctioned Layout"**;

AND WHEREAS the provisions of the Urban Land (Ceiling & Regulation) Repeal Act, 1999 apply to the said "Larger Land";

AND WHEREAS State Level Environment Impact Assessment Authority granted Environment Clearance for the said Project **"NYATI ELAN"** vide its No. SEAC-III.2014/CR-284/TC-3 dated 04/09/2014 and thereafter on 26.03.2018, the said Authority has further granted/permitted Environmental Clearance for amendment and expansion of the said Project **"NYATI ELAN"**.

AND WHEREAS the Promoter herein decided to develop the said Whole Project **"NYATI ELAN"** consisting of Buildings containing Residential Flats/Shops/ Commercial Premises together with the incidental Structures and Common Areas and Facilities thereto on a portion out of the said the said Larger Land in phases/stages;

AND WHEREAS separate "Clusters" forming part of the said Whole Project "NYATI ELAN" were named as "NYATI ELAN (NORTH)", "NYATI ELAN (SOUTH EAST)", "NYATI ELAN (SOUTH)", "NYATI ELAN (CENTRAL)", "NYATI ELAN (WEST)" to consist of Buildings containing Residential Flats/Units, while the Building containing Shops/ Commercial Premises was shown to be a Cluster known as "NYATI ELAN (COMMERCIAL)" and the Promoter reserves the right to further sub-divide, redefine and/or extend the said Clusters as it may deem fit and proper entirely at its discretion;

AND WHEREAS the Cluster known as "NYATI ELAN (NORTH)" as part of the said Whole Project "NYATI ELAN" consists of total Five (5) Buildings having Nos. "B17", "B18", "C1", "E1" and "F3";

AND WHEREAS the Promoter completed construction of all the aforesaid Five (5) Buildings in the aforesaid Cluster known as **"NYATI ELAN (NORTH)"** and received Occupation Certificate in respect thereof and thereafter handed over possession of the Flats/Units in the said Five Buildings in the aforesaid Cluster Known as "NYATI ELAN (NORTH)" to the Purchasers thereof;

AND WHEREAS a Tenant Co-Partnership Co-operative Housing Society Limited under the name and style of **"NYATI ELAN (NORTH) CO-OPERATIVE HOUSING SOCIETY LIMITED"** has been duly formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 of all the purchasers/ holders of Units of the aforesaid Housing Complex known as **"NYATI ELAN (NORTH)"**, bearing Certificate of Registration dated 31.05.2017 having number PNA/PNA(5)/HSG(TC)/17861/2017-18;

AND WHEREAS the Cluster known as **"NYATI ELAN (SOUTH EAST)"** as part of the said Whole Project **"NYATI ELAN"** consists of Eight (8) Buildings having Nos. "A1", "A2", "B1", "B2", "B3", "B4", "G9" and "G10";

AND WHEREAS the Promoter completed construction of Six (6) Buildings having Nos. "A1", "A2", "B1", "B2", "B3", "B4" and received Occupation Certificate in respect thereof and thereafter handed over possession of the Flats/Units in the said Six Buildings in the to the Purchasers thereof;

AND WHEREAS a Tenant Co-Partnership Co-operative Housing Society Limited under the name and style of **"NYATI ELAN (SOUTH EAST) CO-OPERATIVE HOUSING SOCIETY LIMITED"** has been duly formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 of all the purchasers/ holders of Units of the aforesaid Housing Complex known as **"NYATI ELAN (SOUTH EAST)"**, bearing Certificate of Registration dated 31.05.2017 having number PNA/PNA(5)/HSG(TC)/17862/2017-18;

AND WHEREAS the Promoter registered a project called as **"NYATI ELAN SOUTH EAST I"** consisting of the balance Two (2) Buildings bearing Nos. **"G9" and "G10"** out of the said Eight (8) Buildings forming part of the said Cluster **"NYATI ELAN (SOUTH EAST)"** of the said Whole Project **"NYATI ELAN"**;

AND WHEREAS the Promoter has completed construction of the said Two (2) Buildings bearing Nos. **"G9" and "G10"** and thereafter has handed over possession of the Flats/Units in the said two Buildings to the Purchasers thereof;

AND WHEREAS the Cluster known as **"NYATI ELAN (WEST)"** as part of the said Whole Project **"NYATI ELAN"** consists of total Eight (8) Buildings having Nos. "F1", "F2", "B15", "B16", "B13", "B14", "G5" and "G6";

AND WHEREAS out of the said Cluster known as **"NYATI ELAN (WEST)"**, the Promoter registered a project called as **"NYATI ELAN WEST I"** consisting of total Four (4) Buildings bearing Nos. "F1", "F2", "B15", "B16" [as part of the aforesaid Cluster **"NYATI ELAN (WEST)"** of the said Whole Project **"NYATI ELAN"**] with the Maharashtra Real Estate Regulatory Authority under the provisions of Section 3 of 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 Promoter completed construction of the aforesaid Four (4) Buildings bearing Nos. "F1", "F2", "B15", "B16" of the aforesaid Project **"NYATI ELAN WEST I"** as part of the aforesaid Cluster **"NYATI ELAN (WEST)"** of the said Whole Project **"NYATI ELAN"**, and received Occupation Certificate in respect thereof and thereafter handed over possession of the Flats/Units in the said Four Buildings to the Purchasers thereof;

AND WHEREAS a Tenant Co-Partnership Co-operative Housing Society Limited under the name and style of **"NYATI ELAN (WEST 1) CO-OPERATIVE HOUSING SOCIETY LIMITED"** has been duly formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 of all the purchasers/ holders of Units in the aforesaid Four Buildings bearing Nos. "F1", "F2", "B15", "B16" of the aforesaid Project **"NYATI ELAN WEST I"** bearing Certificate of Registration dated 24.05.2018 having number PNA/PNA(5)/HSG(TC)/18666/2018-19 dated 24.05.2018;

AND WHEREAS out of the aforesaid Cluster known as **"NYATI ELAN (WEST)"**, the Promoter registered a project called as **"NYATI ELAN WEST II"** consisting of total Two (2) Buildings bearing Nos "B13" and "B14" [as part of the

aforesaid Cluster **"NYATI ELAN (WEST)"** of the said Whole Project **"NYATI ELAN"**] with the Maharashtra Real Estate Regulatory Authority under the provisions of the said Act and the Rules and Regulations made thereunder;

AND WHEREAS the Promoter completed construction of the aforesaid Two (2) Buildings bearing Nos "B13" and "B14" of the said Project **"NYATI ELAN WEST II"** and received Occupation Certificate in respect thereof and thereafter handed over possession of the Flats/Units in the said Four Buildings to the Purchasers thereof;

AND WHEREAS a Tenant Co-Partnership Co-operative Housing Society Limited under the name and style of **"NYATI ELAN (WEST II) CO-OPERATIVE HOUSING SOCIETY LIMITED"** has been duly formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 of the purchasers/ holders of Units of the said Two (2) Buildings bearing Nos "B13" and "B14" of the said Project **"NYATI ELAN WEST II"** vide Certificate of Registration dated 10.05.2019 having number PNA/PNA(5)/HSG(TC)/19612 /2019-20 dated 10.05.2019;

AND WHEREAS out of the aforesaid Cluster known as **"NYATI ELAN (WEST)"**, the Promoter has registered a project called as **"NYATI ELAN WEST III"** consisting of the remaining Two (2) Buildings bearing Nos "G5" and "G6" [as part of the aforesaid Cluster **"NYATI ELAN (WEST)"** of the said Whole Project **"NYATI ELAN"**] with the Maharashtra Real Estate Regulatory Authority under the provisions of the said Act and the Rules and Regulations made thereunder;

AND WHEREAS the Cluster known as **"NYATI ELAN (CENTRAL)"** as part of the said Whole Project **"NYATI ELAN"** consists of total Ten (10) Buildings having Nos. "A3", "A4", "A5", "B6", "B7", "B8", "B9", "B10","G7" and "G8";

AND WHEREAS the Cluster known as **"NYATI ELAN (SOUTH)"** (hereinafter referred to as the **"said Cluster"**) as part of the said Whole Project **"NYATI ELAN"** consists of total Eight (08) Buildings having Nos. "H1", "H2", "H3", "H4", "G1", "G2", "G3", and "G4";

AND WHEREAS in the circumstances, the Promoter now proposes to construct a Project to be called as **"NYATI ELAN SOUTH I"** consisting of the **Four (4)** Buildings bearing Nos. "H1", "H2", "H3" and "H4" as part of the said Cluster **"NYATI ELAN (SOUTH)"** of the said Whole Project **"NYATI ELAN"**, on a portion out of the said Land, which said project **"NYATI ELAN SOUTH I"** is hereinafter referred to as the said Project **"NYATI ELAN SOUTH I"** and the same is delineated in Red Colour on the said Sanctioned Layout plan of the said Whole Project **"NYATI ELAN"** annexed hereto as **"Annexure C"**;

AND WHEREAS details of the said Project **"NYATI ELAN SOUTH I"** as part of the said Cluster **"NYATI ELAN (SOUTH)"** of the said Whole Project **"NYATI ELAN"** are as under:

Sr. No.	Building No. (as per the said Sanctioned Layout)	Corresponding Name	No. of Floors
1	H1	(LAURA)	2 Parking + 11 Upper Floors
2	H2	(LICIA)	2 Parking + 11 Upper Floors
3	H3	(LYRIA)	2 Parking + 11 Upper Floors
4	H4	(LISA)	2 Parking + 11 Upper Floors

AND WHEREAS as stated above the latest Building Plans in respect of the said Project **"NYATI ELAN SOUTH I"** have been sanctioned by the Pune Metropolitan Regional Development Authority (PMRDA) vide its Commencement Certificate bearing No. DP/BHA/HAV/VILLAGE WAGHOLI/GAT NO. 720 & OTHERS/CASE NO. 158/ 21-22 dated 16.12.2021, which said Building Plans dated 16.12.2021are hereinafter referred to as the **"said Sanctioned Building Plans"**;

AND WHEREAS while sanctioning the said sanctioned Building Layout and the said Sanctioned Building Plans the Pune Metropolitan Regional Development Authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Project **"NYATI ELAN SOUTH I"** and upon due observance and performance of which only the Completion/ Occupation Certificate/s in respect of the said Project **"NYATI ELAN SOUTH I"** shall be granted by the said Pune Metropolitan Regional Development Authority Corporation;

AND WHEREAS the Promoter has obtained Registration bearing No P52100029008 dated 23.04.2021 in respect of the said Project **"NYATI ELAN SOUTH I"** from the Maharashtra Real Estate Regulatory Authority under the provisions of Section 3 of the said Act and the Rules and Regulations made thereunder and the same is valid upto 30.04.2024; a copy of the said Certificate is annexed hereto as **Annexure "F"**;

AND WHEREAS the Promoter has received some of the approvals from the concerned authorities to the plans, specifications, elevations, sections which are required for implementation of the said Project **"NYATI ELAN SOUTH I"** and the Promoter shall obtain the balance approvals, if any, from the concerned authorities from time to time and shall take all steps and do all acts, matters or things necessary for obtaining Completion Certificate/s and/or Occupancy Certificate/s in respect of the said Project **"NYATI ELAN SOUTH I"** after the physical completion thereof;

AND WHEREAS, in the circumstances, the Promoter is entitled to develop the said Project **"NYATI ELAN SOUTH I"** and sell the Flats in the said Project **"NYATI ELAN SOUTH I"** and to enter into Agreement for Sale with Flat Purchaser/s and to receive the sale consideration in respect thereof;

AND WHEREAS the Promoter is in possession of the said Land under the said Whole Project **"NYATI ELAN"**;

AND WHEREAS the Promoter has entered into a standard Agreement with Mr.Vikas Achalkar who is registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects and the Promoter has appointed M/S. J+W CONSULTANTS , for the preparation of the structural design and drawings of the said Project **"NYATI ELAN SOUTH I"** and the Promoter accepts the professional supervision of the said Architect and the said Structural Engineer till the completion of the said Project **"NYATI ELAN SOUTH I"** provided however, the Promoter reserves the right to change the said Architect and Structural Engineers at any time before the completion of the said Project **"NYATI ELAN SOUTH I"**;

AND WHEREAS the Purchaser/s has / have demanded from the Promoter and the Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said Land and all the plans, designs and specifications so far sanctioned in respect of the said Project **"NYATI ELAN SOUTH I"** [as part of the said Cluster **"NYATI ELAN (SOUTH)"** of the said Whole Project **"NYATI ELAN"**] and the Flat hereby agreed to be sold 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 Purchaser/s hereby confirms that the Promoter has handed over to the Purchaser/s a draft of this Agreement along with all Schedules and Annexures before purchasing the Flat and after reading and having understood the contents of such draft along with all Schedules and Annexures, the Purchaser/s is/ are entering into this Agreement for purchase of the Flat;

AND WHEREAS the Purchaser has applied to the Promoter for allotment of Residential Flat bearing No. <<<UNITNAME>>> situate on the <<<FLOOR>>> in the Building "<<<BUILDING>>>" of the said Project **"NYATI ELAN SOUTH I"** being constructed by the Promoter on a portion of the said Land;

AND WHEREAS pursuant to the discussions by and between the Parties hereto, the Purchaser/s has/have agreed to purchase the said Residential Flat bearing No. <<<UNITNAME>>> to be situate on the <<<FLOOR>>> of the Building "<<<BUILDING>>>" in the said Project "NYATI ELAN SOUTH I" [as part of the said Cluster "NYATI ELAN (SOUTH)"] of the said Whole Project "NYATI ELAN" being constructed by us on a portion of the said Land, which said Residential Flat is to admeasure <<<UNITCARPETAREA>>> sq. mtrs. carpet area as per the said sanctioned Building Plans dated 16.12.2021, TOGETHER WITH the exclusive right of user of the Enclosed Balcony/ies, Washing Area and Open Terrace/s at eye-level appurtenant thereto which are to admeasure <<<ENCL.BALCONY>>> sq. mtrs, <<<DRYBALCONY>>> sq. mtrs. and <<<SITOUTAREA>>> sq. mtrs. respectively as per the said Sanctioned Building Plans dated 16.12.2021 and FURTHER TOGETHER with the exclusive right of user of ONE Number of Covered Car Parking Space/s bearing No/s. <<<ALLOTEDPARKING1>>>, <<<ALLOTEDPARKING2>>> situate under the Stilts of/ adjacent to the said Project "NYATI ELAN SOUTH I" (the said residential Flat along with such Enclosed Balcony/ies, Washing Area, Open Terrace/s at eye-level and the said Covered Parking space/s is hereinafter referred to for the sake of convenience and brevity only as "the said Unit") on the terms and conditions set out hereinafter and whereas the said Building "<<<BUILDING>>>" in which the Unit is housed is hereinafter referred to as "the said Building" and whereas the said Unit is more particularly described in the **Second Schedule** hereunder written;

AND WHEREAS following documents have been annexed to this Agreement, details of which are as follows.

ANNEXURE "A" - Copy of the Certificate of Title issued by the Advocate of the Promoter in respect of the said Land under the said Whole Project "NYATI ELAN"

ANNEXURE "B" - Copies of the Extracts of Village Form VII/XII in respect of the lands comprising the said Land.

ANNEXURE "C" - Sheet No. 1 of 11 of the said Sanctioned Layout sanctioned by the Pune Metropolitan Regional Development Authority, Pune vide Commencement Certificate bearing No. DP/BHA/HAV/VILLAGE WAGHOLI/GAT NO. 720 & OTHERS/CASE NO. 158/ 21-22 dated 16.12.2021, whereon the said Project "NYATI ELAN SOUTH I" is delineated in Red Colour.

ANNEXURE "C1" - Sheet No. 01,68,69,71,72,74,75,77,78 of 87 of the said Sanctioned Building Plans sanctioned by the Pune Metropolitan Regional Development Authority, Pune vide Commencement Certificate bearing No. DP/BHA/HAV/VILLAGE WAGHOLI/GAT NO. 720 & OTHERS/CASE NO. 158/ 21-22 dated 16.12.2021;

ANNEXURE "D" - Copy of the internal plan of the said Unit agreed to be purchased by the Purchaser/s, as per the said Sanctioned Building Plans.

ANNEXURE "E" - Amenities and Specifications of the said Unit and the said Building including the Common Areas and Facilities of the said Project "NYATI ELAN SOUTH I" as listed out in the **Fourth Schedule** appearing hereunder.

ANNEXURE "F" - Copy of the Registration Certificate granted by the Maharashtra Real Estate Regulatory Authority to the said Project "NYATI ELAN SOUTH I"

ANNEXURE "G" - Copy of the said Commencement Certificate bearing No. DP/BHA/HAV/VILLAGE WAGHOLI/GAT NO. 720 & OTHERS/CASE NO. 158/ 21-22 dated 16.12.2021.

AND WHEREAS, the Promoter and Purchaser/s have relied 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, under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Unit with the Purchaser/s being, in fact, these presents and also to register the Agreement under the Registration Act, 1908;

AND WHEREAS in accordance with the mutually agreed terms and conditions as set out in this Agreement, the Promoter has agreed to sell and the Purchaser/s hereby agrees to purchase the said Unit from the Promoter;

NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. The Promoter has started construction work of the said Project **"NYATI ELAN SOUTH I"** [as part of the said Cluster **"NYATI ELAN (SOUTH)"**] of the said Whole Project **"NYATI ELAN"** on a portion of the said Land more particularly described in the **First Schedule** hereunder written.
2. The Promoter shall construct the said Project **"NYATI ELAN SOUTH I"** and the said Unit in accordance with the plans, designs and specifications approved by the concerned Authorities from time to time and in accordance with the terms and conditions mentioned in this Agreement. Provided however that the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of any other variations or modifications which may adversely affect the said Unit of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.
3. The Purchaser/s hereby declare/s that before execution of this Agreement, the Promoter has made full and complete disclosure and the Purchaser/s has/have taken full and free inspection of, inter-alia, the following:
 - a) Nature of the title of the Promoter to the said Land along with the relevant Documents.
 - b) All the plans so far sanctioned by the concerned Planning Authorities in respect of the said Project **"NYATI ELAN SOUTH I"** under construction on a portion of the said Land including the said Sanctioned Building Layout and the said Sanctioned Building Plans in respect of the said Project Nyati Elan.
 - c) The Common Areas and Facilities of the said Whole Project **"NYATI ELAN"** which, inter-alia, consists of the said Project **"NYATI ELAN SOUTH I"**.
 - d) Nature and particulars of fixtures, fittings, and amenities to be provided in the said Unit hereby agreed to be sold.
 - e) The nature of organization of persons to be constituted of all Purchaser/s of Units in the said Project **"NYATI ELAN SOUTH I"** to which title to the structures of the buildings (excluding basements and podiums, if any) in the said Project **"NYATI ELAN SOUTH I"** is to be passed being a Co-operative Housing Society governed by the provisions of the Maharashtra Co-Operative Societies Act, 1960.
4. The Purchaser/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter, the Purchaser/s, with full knowledge thereof, has/have entered into this Agreement.
5. The Promoter declares that:

- (a) The said Unit and the said Project **"NYATI ELAN SOUTH I"** shall be constructed in accordance with the plans and specifications approved and sanctioned by the concerned Planning Authorities. The said Unit shall be built as per the specifications which are inter-alia set out in the **Fourth Schedule** hereunder written.
- (b) Possession of the said Unit agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Promoter on or before **30.04.2024** provided that the Purchaser/s shall have made payment of the installments towards the purchase price along with the applicable Taxes and other charges/deposits as mentioned in Clause Nos. 8, 26 to 28 of this Agreement as agreed upon without delay at the times stipulated for payment therefor.
- (c) The carpet area of the said Unit shall be <<<**UNITCARPETAREA**>>> sq. mtrs as per the said Sanctioned Building Layout and Building Plans. For the purposes of this Clause and this Agreement, "carpet area" shall mean the net usable floor area of the said Unit, excluding the area thereof covered by the external walls, areas under service shafts (if any), exclusive balcony/ies (if any), washing area (if any) and open terrace/s area (if any) but includes the area covered by the internal partition walls and internal columns of the said Unit. The carpet area of the said Unit shall be subject to a variation of 3%.
- (d) The Promoter shall, within the time prescribed therefor under the provisions of Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder, take necessary steps for formation of a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 of all the Purchaser/s of units in the said Project **"NYATI ELAN SOUTH I"**.
- (e) As prescribed under the provisions of the Real Estate (Regulation and Development) Act 2016 and the Rules made thereunder, the Promoter shall form separate Tenant Co-partnership Co-operative Housing Society/ies of the purchasers of Residential Flats in each of the Project that is/ will be registered with the Maharashtra Real Estate Regulatory Authority under the provisions of the RERA and a Commercial Premises Co-operative Society of the purchasers of Shops/Commercial Premises in the Building in the said Cluster **"NYATI ELAN (COMMERCIAL)"** out of the said Whole Project **"NYATI ELAN"** and the Promoter shall (subject to its right to dispose of the unsold Units/ Flats/Shops/Commercial Premises, if any) convey the Buildings (excluding basements and podiums as the case may be) comprised in each of such Projects to such separate Co-operative Housing Societies/ Commercial Premises Co-operative Society as the case may be within a period of 3 months from the date of issue of Occupancy Certificate/s in respect of the last Unit in the Buildings comprised in each of such Projects, provided however by that time the Promoter has received all its dues from the purchasers of Units in such Project. Within a period of Three months from the date of issuance of the Occupancy Certificate/s of the last Unit of the last Building in the said Whole Project **"NYATI ELAN"** and on the Promoter receiving all its dues from the purchasers of Flats/Units/Shops/Commercial Premises in the said Whole Project, the Promoter shall convey/ cause to be conveyed the said Land together with areas, facilities and amenities common to the said Whole Project to the Apex Society formed with all such Individual Co-operative Housing Societies/ Commercial Premises Co-operative Society as its Members. The basements and podiums as the case may be shall also be conveyed to such Apex Body as being part of the Common Areas and Facilities of the said Whole Project.
- (f) The Covered/Closed/Stack/ Mechanized Car Parking Spaces as the case may be in and/or adjoining the said Project **"NYATI ELAN SOUTH I"** and/or otherwise in the said Whole Project **"NYATI ELAN"** are meant for the Whole Project **"NYATI ELAN"** and the exclusive right of user of such Covered/Closed/Stack/ Mechanized Car Parking Spaces will be available for allotment by the Promoter to any of the unit purchasers in any of the buildings in any of the Projects forming part of the said Whole Project **"NYATI ELAN"**.

- (g) There is an existing "Well" in the Open Space No. 5 of the said Sanctioned Layout and which said Open Space No. 5 falls within the Cluster **"NYATI ELAN (WEST)"**. Water from the said "Well" is available to the said Whole Project **"NYATI ELAN"**.
6. The said Unit hereby agreed to be sold is intended and shall be used for permissible residential purposes only and the Purchaser/s undertake/s that the said Unit shall not be used by the Purchaser/s for any other purpose whatsoever. The Purchaser/s shall not enclose Open Terrace/s and/or Parking Space/s or to utilize the Parking Space/s for any purpose other than for Parking of Vehicles. The said Open Terrace/s at eye-level and the said Parking Space/s shall be deemed to be appurtenant to the said Unit.
7. The Purchaser/s hereby accept/s and shall always be deemed to have accepted the title of the Promoter to the said Land and he/she/ they agree/s not to raise any requisition or objection in respect thereof.
8. As mentioned above, the Purchaser/s has/have agreed to purchase / acquire said Unit bearing No. <<<UNITNAME>>> on the <<<FLOOR>>>, in the Building "<<<BUILDING>>>" in the said Project **"NYATI ELAN SOUTH I"** at or for the mutually agreed total lump-sum consideration of Rs <<<AGREEMENTVALUE>>> (Rupees <<<AGREEMENTVALUETEXT>>>) which includes the proportionate price of the common areas and facilities appurtenant to the Unit. In addition to the above said lump-sum agreed consideration, the Purchaser shall separately bear and pay all the amounts towards Stamp Duty, Registration Fees and Incidental Expenses, GST and the amounts specified in Clause Nos. 26 to 28 herein below.
9. The sale of the said Unit is on the basis of Carpet area only. The Purchaser/s shall make payment of the said agreed lump-sum consideration amount along with the applicable Taxes by local Cheques / Demand Drafts / Bank Pay Orders/any other immediate Electronic Mode of Transfer like RTGS etc. drawn/issued on/in favour of the Promoter according to the Schedule of Payments set out in the **Third Schedule** hereunder written. The Promoter shall have a first charge/ lien on the said Unit to the extent of all amounts receivable by the Promoter from the Purchaser/s under the terms hereof. 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 Unit is housed and of the said Unit itself and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the **Third Schedule** hereunder written and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration amount along with the applicable Taxes as mentioned in the **Third Schedule** hereunder written. The Purchaser/s authorize/s 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 Purchaser/s undertake/s not to object/demand/direct the Promoter to adjust his payments in any manner.
10. The Promoter shall hand over the Possession of the said Unit to the Purchaser/s within the date specified in Clause No 5 (b) above and will complete the said Project **"NYATI ELAN SOUTH I"** on or before **30.04.2024**.
11. The said mutually agreed consideration 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 Purchaser/s 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 Purchaser/s, which shall only be applicable on subsequent payments.

12. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the said 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 said Unit 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 Purchaser/s 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 Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan.
13. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser/s by discounting such early payments at certain percentage per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
14. 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 Unit to the Purchaser/s, obtain from the concerned local authority Occupancy Certificate in respect of the said Unit.
15. The Promoter declares that under the said Sanctioned Building Plans sanctioned by the Pune Metropolitan Regional Development Authority vide its Commencement Certificate No. DP/BHA/HAV/MOU. WAGHOLI/GAT NO. 720 & OTHERS/CASE NO. 158/21-22 dated 16.12.2021, FAR (FSI) of 12011.50 sq. mtrs. in the aggregate is sanctioned for construction of the said four Buildings bearing Nos. "H1", "H2", "H3" and "H4" of the said Project **"NYATI ELAN SOUTH I"**.
16. The Purchaser/s has been expressly been informed and been made aware of the fact that till such time that the Apex Society is formed, the Promoter shall be fully entitled to vary/decide the quantum of the contribution to be made by the Commercial Premises Co-operative Society to be formed of the purchasers of Shops/ Commercial Premises in the said Cluster **"NYATI ELAN (COMMERCIAL)"** in the Common Areas, outgoings and expenses of the said Whole Project **"NYATI ELAN"** considering the fact that the holders of such Shops/ Commercial Premises shall not have occasion to use a substantial part of the Common Areas and Facilities of the said Whole Project **"NYATI ELAN"** and keeping in view the fact that such purchasers of Shops/ Commercial Premises will not be entitled to the use and benefit of the Club House and Club House facilities of the said Whole Project **"NYATI ELAN"**.
17. The Purchaser hereby confirms that the Promoter shall be entitled to consume such F.A.R. as may be available in respect of the said Land or any part thereof or consume F.A.R. which may be procured by the Promoter by way of Transfer of Development Rights ("TDR") or additional FAR which may become available for carrying out construction on the said Land on account of any change in the Regulations in force from time to time or otherwise howsoever on the said Land at present or in future and for the purpose of consuming such balance and/or additional F.A.R. to construct extensions and/or additional floors and/or additional Buildings as the Promoter may think fit and proper. After consuming such balance and/or additional F.A.R. by constructing additional buildings or extensions and/or additional floor/s containing Units, the Promoter shall be entitled to sell such Units for such permissible user as the Promoter may think fit and proper to any person or persons for such consideration as the Promoter may in his absolute discretion deem fit. The Promoter shall also be entitled to consume additional F.A.R. and/or balance available under applicable Building Rules or by any special concession being granted by the concerned Planning Authority including the F.A.R. available in lieu of road widening, set back, reservation etc..

18. The Purchaser/s has/have entered into these presents and has/have agreed to purchase the said Unit from the Promoter with full knowledge of the fact that, apart from the said Land, the Promoter also holds some portions out of the said Larger Land and that the Promoter has acquired/proposes to acquire the ownership/ rights of development of land in the vicinity of the said Land and the Promoter has reserved its right to develop the said Land with the said portions out of the said Larger Land (in addition to the said Land) and such amalgamated lands as one Complex, in phases as also the Promoter has reserved the right to revise the said Sanctioned Layout and the building plans provided however that such changes shall not materially affect the internal plan and location of the Unit agreed to be sold hereby.
19. The Promoter reserves the right to further sub-divide, redefine and/or extend the said Clusters forming part of the said Whole Project **"NYATI ELAN"** at it may deem fit and proper and at its sole discretion and to the develop the said Whole Project **"NYATI ELAN"** in **"Phases"** and in the event of the Promoter causing conveyance of the structures of the Buildings in which each of the Project out of the Whole Project **"NYATI ELAN"** is developed in favour of the respective Societies, the Promoter shall be entitled to continue the work of development of and construction on the said Land and sale of Units situate in the subsequent phases and to exploit the residual commercial potentiality of the said Land.
20. The Promoter hereby represents and warrants to the Purchaser/s as follows:
- i. The Promoter has clear and marketable title with respect to the said Land as has been declared in the Title Report annexed to this Agreement and has requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the said Project **"NYATI ELAN SOUTH I"**.
 - ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project **"NYATI ELAN SOUTH I"** and shall obtain balance requisite approvals from time to time to complete the development thereof;
 - iii. There are no encumbrances upon the said Land or the said Project **"NYATI ELAN SOUTH I"**, save and except those disclosed in the Title Report;
 - iv. Save and except those disclosed in the Title Report, there is no other litigation pending before any Court of law with respect to the said Land that are to the knowledge of the Promoter;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project **"NYATI ELAN SOUTH I"** and said Land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project **"NYATI ELAN SOUTH I"** and said Land 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 said Project **"NYATI ELAN SOUTH I"** and said Land.
 - 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 Purchaser/s 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 said Project **"NYATI ELAN SOUTH I"** and said Land which will, in any manner, affect the rights of Purchaser/s under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance Deed of the said Project **"NYATI ELAN SOUTH I"** the Promoter shall handover lawful, vacant, peaceful, physical possession of the structure of the Buildings forming part of the said Project **"NYATI ELAN SOUTH I"** to the Co-operative Housing Society formed of all the Purchasers of Units in the said Project **"NYATI ELAN SOUTH I"**.
- x. The Promoter has duly paid and shall (till so liable) 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 **"NYATI ELAN SOUTH I"** to the Competent Authorities and thereafter the same shall be borne and paid by such Society;
- 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 said Project **"NYATI ELAN SOUTH I"** and the said Land.
21. The Purchaser/s hereby agree/s to pay all amounts due and payable under this Agreement within 15 days from the date of receipt of intimation by way of E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement of the Purchaser/s mentioned in this Agreement. It is hereby agreed that the time for payment of all dues under this Agreement by the Purchaser/s to the Promoter is the essence of the contract. It is hereby expressly agreed that if, for any reason whatsoever, the Purchaser/s fail/s or delay/s to make payment of all the amounts due and payable under this Agreement within a period of fifteen days from the date of receipt of intimation given by the Promoter, then Purchaser/s agrees to pay interest as specified in the Rules (2% + State Bank of India highest Marginal Rate of Interest) on all the delayed payments from the date the said amount is payable till the date of payment. However if the Purchaser/s commits three defaults of any such payment of amounts, the Promoter shall at its own option, may terminate this Agreement, provided that, the Promoter shall give notice of fifteen days in writing to the Purchaser/s, by E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement of the Purchaser/s mentioned in this Agreement of the Promoter's 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 Purchaser/s 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 without interest to the Purchaser/s the amounts paid by Purchaser to the Promoter, after deducting therefrom a sum equivalent to 10% of the agreed lump-sum consideration of the said Unit (being the agreed quantum of liquidated damages which shall stand forfeited by the Promoter) within a period of thirty days of such termination upon execution and registration of the Deed of Cancellation recording such termination. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also the Central Goods and Service Tax and the State Goods and Service Tax or any other applicable taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoter and the Promoter shall be in no way responsible for obtaining refund (if so available) of the same from the concerned authorities. The Purchaser/s shall only have a money claim simplicitor on the Promoter for refund of all such amounts due to the Purchaser/s from the Promoter. The Promoter shall be fully entitled to deal with and dispose off the said Unit in such manner as the Promoter deem fit and proper without recourse or reference to the Purchaser/s.

22. The Purchaser/s has been expressly made aware by the Promoter of the fact that the Promoter has made and will be required to make a substantial investment in the said Project **"NYATI ELAN SOUTH I"** as part of the said Whole Project **"NYATI ELAN"** and for due completion thereof and that relying, inter-alia, on the assumption that the Purchaser/s herein and the other purchasers of Units in the Project **"NYATI ELAN SOUTH I"** will make payment of the installments towards the balance purchase price of their respective Units at the times stipulated for payment therefor, the Promoter have undertaken statutory and contractual liabilities towards the Purchaser/s herein and the purchasers of other Units in the said Project **"NYATI ELAN SOUTH I"**. The Purchaser/s has been fully made aware of the fact that if the Purchaser/s herein seek to rescind the proposed purchase of the said Unit (except on account of any delay on the part of the Promoter in completing the said Building and the said Unit), such rescission shall adversely affect the said Project **"NYATI ELAN SOUTH I"** being implemented by the Promoter. Keeping the above facts and circumstances in mind, it has been agreed by and between the Promoter and the Purchaser/s that in the event of the Purchaser/s not being desirous of purchasing the said Unit and, as a consequence, the Purchaser/s seeking to rescind these presents, the Promoter shall be obliged to refund without interest only the amounts paid by the Purchaser/s to the Promoter towards the said mutually agreed consideration of the said Unit in terms hereof after deducting therefrom a sum equivalent to 10 (Ten) percent of the agreed lump sum price/consideration of the said Unit which shall stand forfeited. Further, the Promoter shall be liable to make such refund only after the Purchaser/s have executed and registered a Deed of Cancellation in respect of the said Unit. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also the Central Goods & Service Tax and the State Goods and Service Tax or any other applicable taxes paid till date shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoter and the Promoter shall be in no way responsible for obtaining refund (if so available) of the same from the concerned authorities. The Purchaser/s shall only have a money claim on the Promoter to the extent of the amount to be refunded by the Promoter to the Purchaser/s.
23. Subject to what is stated in the next succeeding Clause, in the event the Promoter fails and/ or neglects to complete the said Unit and hand over possession thereof to the Purchaser/s within the stipulated period and if the Purchaser/s does not intend to withdraw from the Project then Promoter agrees to pay interest as specified in the Rules, (i.e.2% + State Bank of India highest Marginal Rate of Interest) on the aggregate of all amounts paid by the Purchaser/s to the Promoter pursuant to this Agreement and such interest shall commence from the date of scheduled completion mentioned in Clause 5 (b) above and upto actual completion of the said Unit and handing over of possession thereof to the Purchaser/s. The Promoter shall be entitled to set off any amount payable by the Purchaser/s to the Promoter as and by way of interest on any delayed instalment from the aggregate of the amounts payable by the Promoter to the Purchaser/s towards interest as aforesaid.
24. As stated above, the Promoter shall give possession of the Unit to the Purchaser/s on or before **30.04.2024**. If the Promoter fails or neglects to give possession of the Unit to the Purchaser/s except on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Unit with interest (2% + State Bank of India highest Marginal Rate of Interest) from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The said amount and interest shall be charged on the said Unit to the extent of amounts due, but subject to any prior encumbrances. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of the said Unit is delayed on account of –
- i) War, Civil Commotion or Act of God, Pandemic.
 - ii) Any notice, order, rule, notification of Government, and/or Municipal or other Public or Competent Authority/Court which prevents the Promoter from carrying out with the work of development and construction on the said Land.

- iii) Any delay on the part of the Pune Metropolitan Region Development Authority (PMRDA) 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 **"NYATI ELAN SOUTH I"** under construction by the Promoter on a portion of the said Land.
- iv) Any additional work in the said Unit undertaken by the Promoter at the instance of the Purchaser/s/s.
- v) Any Delay or default by the Purchaser/s in making payments as per terms and conditions of this Agreement (without prejudice to the right of the Promoter to terminate this agreement under Clauses 8, 26 to 28 mentioned herein below).

Any other reasons beyond the control of the Promoter.

25. The Promoter shall offer the possession of the Unit to the Purchaser/s in terms of this Agreement in writing within seven days of receiving the Occupancy Certificate and the Purchaser/s shall take possession within fifteen days of the Purchaser/s receiving such intimation. The Promoter shall give possession of the Unit to the Purchaser/s only after the Purchaser/s has/ have paid to the Promoter/s all amounts along with all applicable taxes and deposits under this Agreement. The Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/s shall take possession of the said Unit after inspecting the same and satisfying itself / herself / themselves that the same has been constructed in accordance with the Building Plans sanctioned in respect thereof, that the carpet area thereof i.e. of the said Residential Flat is as mentioned herein (subject to a variation of +3%) and that the same has been provided with the Amenities agreed upon and that the quality of the workmanship and material used is of the requisite quality. Subject to what is stated above, save and except any latent defects which become visible during the defect liability period, the Promoter shall not be obliged to entertain any complaint or claim made by the Purchaser/s in respect of the said Unit after possession thereof has been handed over to the Purchaser/s.
26. As stated above, the said Project **"NYATI ELAN SOUTH I"** in which the said Unit is located is part of the said Whole Project **"NYATI ELAN"** to be implemented by the Promoter on the said Land. As required under the provisions of the said Act, the Promoter shall form separate Co-operative Housing Societies of the holders of units in every Project forming part of the said Whole Project **"NYATI ELAN"** and convey the structures of the Building/s in such Projects to each of such Co-operative Housing Societies, and on completion of the said Whole Project **"NYATI ELAN"**, the Promoter shall convey the said Land and all the Areas and Facilities common to the said Whole Project **"NYATI ELAN"** to an Apex Society formed with such Individual Co-operative Housing Societies as its Members. In the circumstances, the Purchaser/s herein and the other purchasers of Flats in the said Project **"NYATI ELAN SOUTH I"** and in the other separate Projects forming part of the said Whole Project **"NYATI ELAN"** will have to contribute on a pro-rata basis towards, firstly, the expenses and outgoings of the areas and facilities common to the Cluster/Project in which their respective Flats are situate and, secondly, towards the expenses and outgoings of the Areas and Facilities of the said Land common for the Whole Project **"NYATI ELAN"**. Before being entitled to receive possession of the said Unit, the Purchaser/s herein shall be obliged to deposit with the Promoter sums of Rs._____/ - (Rupees _____ Only) and Rs._____/ - (Rupees _____ Only) being the pro-rata contribution of the Purchaser/s herein towards a Fund to be constituted for meeting the expenses and outgoings of the Common Areas and Facilities of the said Cluster and/or said Project **"NYATI ELAN SOUTH I"** and the Areas and Facilities common to the said Whole Project **"NYATI ELAN"** respectively. As regards the Fund to be constituted for attending to the Common Areas and Facilities of the said Project **"NYATI ELAN SOUTH I"**, the Promoter shall hand over the principal amount of such Fund together with interest accrued thereon, if any, to the Co-operative Housing Society formed of the purchasers/ allottees of Flats in the said Project **"NYATI ELAN SOUTH I"**. As regards the said Fund to be constituted for meeting all

expenses and outgoings for maintenance, upkeep and repair of the Areas and Facilities of the said Whole Project **"NYATI ELAN"**, the Promoter has informed the Purchaser/s as under:

- a) That the aggregate of all contributions made by the purchasers of Flats in the said Project **"NYATI ELAN SOUTH I"** towards the expenses and outgoings of the Areas and Facilities common to the said Whole Project known as **"NYATI ELAN"** shall be kept in a bank account in the name of the Promoter herein and such amounts would be periodically transferred to Fixed Deposit/s that also shall be operated by the Promoter alone. The interest accrued on such Fixed Deposit/s shall be applied for the expenses and outgoings of the Areas, Facilities and Infrastructure which are common to the said Whole Project known as **"NYATI ELAN"** which are in the use and including for the benefit of the holders of Flats in the said Project **"NYATI ELAN SOUTH I"**.
- b) However, such Fund will be kept in a Fixed Deposit on the express condition that, on formation of the said Apex Society, the Promoter shall, subject to the rights and entitlement of the Promoter as stated in this Agreement, pay and hand over the principal amount then standing in such Fixed Deposits, together with any residual interest accrued thereon, if any, to such Apex Society.
- c) Till such time as the said Apex Society has been formed, the Society/ies formed of the purchasers of Flats in the said Project **"NYATI ELAN SOUTH I"** and the Societies formed of the purchasers of Flats in the other Project/s forming part of the said Whole Project known as **"NYATI ELAN"** shall be responsible to attend to the management, upkeep and repair of such of the Areas and Facilities and infrastructure which are common to the said Whole Project **"NYATI ELAN"** which are in the use and including for the benefit of the holders of Flats in the said Project **"NYATI ELAN SOUTH I"**.

27. From the date of Occupancy Certificate in respect of the said Unit the Purchaser/s shall be obliged to make payment of his / her / their pro-rata share of the expenses and outgoings of the Common facilities/ infrastructure of the said Project **"NYATI ELAN SOUTH I"** and so also for the Common Areas, Amenities and facilities of the said Whole Project **"NYATI ELAN"**. The Purchaser/s shall be liable to make payment of such contribution to the Promoter within 15 days after notice in writing is given by the Promoter in that behalf and until such time as the Promoter hands over maintenance and management of the said Project to an Ad-Hoc Committee if any formed of the Purchaser/s of Flats / Units in the said Project **"NYATI ELAN SOUTH I"** referred to herein below or such maintenance and management being handed over by the Promoter to the said Co-operative Housing Society formed of all the Purchaser/s of Flats/ Units in the said Project **"NYATI ELAN SOUTH I"**, as the case may be. From the date such management and control of the said Project **"NYATI ELAN SOUTH I"** is handed over to the said Ad-Hoc Committee or Society, as the case may be, the Purchaser/s shall be obliged to make payment of such contribution to such Ad-Hoc Committee or Society. On or before being entitled to receive possession of the said Unit, the Purchaser/s shall be obliged to pay a sum of Rs. _____/- (Rupees _____ Only) towards Maintenance Charges and together with the applicable Central Goods and Service Tax and/or State Goods and Service Tax thereon at the rate prescribed thereof from time to time to the Promoter representing the pro-rata contribution of the Purchaser/s towards the expenses and outgoings of the Common facilities/ infrastructure of the said Project **"NYATI ELAN SOUTH I"**, and the Common Areas, Amenities and facilities of the said Whole Project **"NYATI ELAN"** as set out in the **Fifth Schedule** hereunder written, for a period of 12 (Twelve) months from the date of Occupancy Certificate in respect of the said Unit. This amount is independent of and in addition to the Deposit/s referred in the Clause No. 26 above. The Purchaser/s shall be obliged to make further contribution towards the expenses and outgoings of the Common facilities/ infrastructure of the said Project **"NYATI ELAN SOUTH I"** and Common Areas, Amenities and facilities of the said Whole Project **"NYATI ELAN"** to the Promoter until such time as the Maintenance and Management of the said Project **"NYATI ELAN SOUTH I"** and the said Whole Project is so handed over to the Ad-Hoc Committee or Society/ Apex Society, as the case may be. In the event of the amount so collected for maintenance repair and upkeep of the Common facilities/ infrastructure of the said Project **"NYATI ELAN SOUTH I"** and/or Common Areas, Amenities and facilities of the said Whole Project **"NYATI ELAN"**, being

found at any time to be insufficient, then the Purchaser/s herein and the purchaser/s of other Units shall be obliged to make further contributions towards the same failing which the Promoter shall be entitled to utilize the principal amount of the Deposits and/or the interest accrued on such Deposits mentioned in the Clause No.26.

28. The Purchaser/s shall make payment to the Promoter of **"Central Goods and Services Tax"** and **"State Goods and Services Tax"**, as applicable who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of such Central Goods and Services Tax and State Goods and Services Tax are increased or decreased by the Central and State Government respectively, the amount payable by the Purchaser/s to the Promoter under this Clause shall vary accordingly. In addition to the above, the Purchaser/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge and other Taxes as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Promoter to the Purchaser/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due including Goods and Services Tax (GST) if so applicable and such payment shall be effected within seven days of demand and the Purchaser/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Purchaser/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Purchaser/s hereby agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Purchaser/s of any such taxes, duties etc.
29. If within a period of five years from the date of issue of Occupation Certificate of the said Unit OR the date of handing over the said Unit to the Purchaser/s, **whichever date is earlier**, the Purchaser/s brings to the notice of the Promoter any structural defect in the said Unit or the said Building in which the said Unit is situate or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The Purchaser/s shall not, without the prior written consent of the Promoter carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings including electrical and other fittings, pipes, water supply connections as this may result in seepage of water. The Purchaser/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out without the written consent of the Promoter, the liability of the Promoter under the Real Estate (Regulation and Development) Act 2016 to rectify defects automatically shall become void and Purchaser/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. The word "Defect" here means only the manufacturing and workmanship 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 and by negligent use of said Unit by the Purchaser/s, Occupants, vagaries of nature etc. It shall be the responsibility of the Purchaser/s to maintain the said Unit in a proper manner and take all due care needed including but not limited to ventilation, regular usage of sanitary, plumbing fittings etc. Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Solar Heating System, Sewage Treatment Plant, Organic Waste Converter/ Composter, Sanitary Fittings and C.P. Fittings to be provided by the Promoter in the said Project and/or in the said Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance in manner and by the entity prescribed by such Manufacturer is not attended to by the Co-operative Housing Society formed of the purchasers of Flats/ Units in the said Project **"NYATI ELAN SOUTH I"** and or the Apex Society as the case may be. That the Purchaser/s has/have been made aware and the Purchaser/s expressly agrees that the regular wear and tear of the said Unit/ Building/ said Project includes minor hairline cracks on the external and internal walls excluding the RCC Structure, which occur due to variation in temperature of more

than 20 Degree Celsius and which do not amount to structural defects and hence cannot be attributable to either bad workmanship or structural defect.

30. Upon all the Unit Purchaser/s co-operating and executing necessary papers, the Promoter herein will form a Co-operative Housing Society. The Purchaser/s of all Units in the said Project **"NYATI ELAN SOUTH I"**, including the Purchaser/s herein, shall become members of such Society. The Purchaser/s shall, within seven days from the Promoter calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the Society and Bye-laws thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchaser/s as may be required by the authorities concerned or as may be desired by the Promoter to protect the rights and interest of the Promoter and the Purchaser/s agree/s to be bound by the said additions and alternations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoter and Purchaser/s of the Units may be affected, prejudiced and endangered in any manner or likely so to be.
31. The Purchaser/s of all of such Units in the said Project **"NYATI ELAN SOUTH I"** shall be admitted as members of the said Society which shall be formed with the same rights and the same benefits and subject to the same obligations as those of the Purchaser/s herein and other members of such Society without any reservations or conditions. However, it is clarified that before the Purchaser/s herein is/are admitted as Members of any such Society, the Purchaser/s shall have paid/cleared all his/her/their dues under the terms hereof to the Promoter and /or said Society, including amounts by way of contribution towards the Common Expenses and Outgoings of the said Project **"NYATI ELAN SOUTH I"**.
32. The Promoter shall be entitled to entrust the management and control of the said Project **"NYATI ELAN SOUTH I"** thereon to an Ad-Hoc Committee of the Unit Purchaser/s for looking after maintenance and management thereof only including collection and disbursement of contributions from the Purchaser/s of Units in the said Project **"NYATI ELAN SOUTH I"** towards payment of outgoing and expenses referred to herein. In such event, the Promoter shall not be under any obligation or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefor or any matter concerning maintenance or management of the said Land and Project **"NYATI ELAN SOUTH I"** thereon and liabilities in that behalf shall be that of the Ad hoc Committee of the Unit Purchaser/s. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad- hoc Committee shall extend only to manage the said Project **"NYATI ELAN SOUTH I"** and the common areas thereof etc. and pay the outgoings. The entrustment of the management as aforesaid shall not affect the rights of the Promoter provided under this Agreement, nor shall such an act on the part of the Promoter be deemed be a waiver of the rights of the Promoter under this Agreement.
33. The Purchaser/s hereby irrevocably consents and authorize/s the Promoter to represent him/her/them it in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may, till the transfer of the said Project **"NYATI ELAN SOUTH I"** to the said Society and/or the said Whole Project to the Apex Society, represent the Purchaser/s and his/her/their its interest and give consents, NOC's and do all necessary things in all departments of the Office of the Collector of Pune, Municipal Corporation of Pune, the Government of Maharashtra, MSEDCL on behalf of the Purchaser/s and whatsoever acts done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s and the same shall be binding on the Purchaser/s.
34. It is hereby clarified that the Promoter herein shall be deemed to be a liasoning agency for applying for all Municipal and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the

Promoter shall not be held responsible or liable for any delay or non-performance on the part of the Municipal Corporation of Pune or other body or authority or MSEDCL in providing such amenities, services or facilities to the Project **"NYATI ELAN SOUTH I"** on a portion of the said Land or to the Unit agreed to be sold hereunder.

35. It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement including the proportionate Stamp Duty, if any, payable on the Deed of Conveyance which shall be executed by the Promoter in favour of the said Society formed of the purchasers of all units in the said Project **"NYATI ELAN SOUTH I"**. Further, the Purchaser/s shall also be liable to bear and pay a pro-rata share of the Stamp Duty and Registration Charges payable on the Deed of Conveyance of the said Land and the Common Areas, Amenities and facilities/Infrastructure of the said Whole Project **"NYATI ELAN"** in favour of the Apex Body formed with the Individual Co-operative Societies formed of the purchasers of Flats/ Units in each of the Projects forming part of the said Whole Project as its Members.
36. The Purchaser/s has/have informed the Promoter that the Purchaser/s is/ are an Investor/s and hence the Purchaser/s reserves his/her/its/their right to claim Stamp Duty set off/ adjustment of Stamp Duty paid by the Purchaser/s on these presents in terms of Article 5 (g-a) (ii) of Schedule I to the Maharashtra Stamp Act, 1958 in the event the Purchaser/s assigns the benefit of this Agreement and his/her/their/its interest in the said Unit to a subsequent purchaser/s.
37. The Purchaser/s for himself/themselves with intention to bind all persons in to whosoever hand the Unit may come, doth hereby covenant with the Promoter as follows:
- a) To maintain the Unit at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Unit is situate and the Unit itself or any part thereof without the consent of the local authorities, if required.
 - b) Not to store in the Unit any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the building in which the Unit is situate or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situate including entrances of the said building and in case any damage is caused to the building in which the Unit is situate or the Unit itself on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
 - c) To carry out at his/her/their own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building in which the Unit is situate or the Unit itself which may be against the rules and regulations and bye laws of the concerned local authority and/or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - d) Not to make or cause to be made any addition or alteration of whatsoever nature in or to the Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the said Building in which the Unit is situate and the Purchaser/s shall keep the pipelines, sewers, drains in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of

the said Building in which the Unit is situate and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the Unit.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land / building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to hang clothes to dry outside the windows, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and the building in which the Unit is housed.
- g) 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 Unit is situated.
- h) 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 Unit by the Purchaser/s for any purposes other than for purpose for which it is sold.
- i) To install the Cooling Units/ Compressors of "Split Type" Air Conditioners appurtenant to the said Unit only at such places as shall be prescribed therefor by the Promoter.
- j) Not to lay/ install over the exterior of the said Building or the Common Areas thereof such as staircases, landings and ducts thereof, grills, chimney, neon signboards or electronic board/s any Electrical, Telecom Lines or Conduits.
- k) Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae projects outside the said Unit or on any part of the exterior of the said Building or any of the Common Areas thereof, including on the terrace thereof.
- l) The Purchaser/s shall not let, transfer, assign or part with the Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Unit until all dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and on and only after the Purchaser/s/s has been put in possession of the said Unit and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has procured the prior written permission of the Promoter for any such assignment or transfer.
- m) That the building/s of the said project are to be repainted within a prescribed time span of every Five (5) years from the date of the Occupation Certificate granted by the concerned planning authority. If such repainting is not undertaken by the Society then the same may result into generation of cracks/ leakages/ seepages through such unpainted walls. The Promoter would not be held liable/ responsible for any such repairs of cracks/ leakages/ seepages if the building/s are not repainted within the prescribed time span.
- n) The Purchasers are made aware of the fact that as per the standard engineering practice, the slabs in the Toilet area and Eye Level Terrace area of the said Flat are waterproof, and that save and except those areas, other areas in the said Flat are not waterproof and as such the Occupants of the said Flat shall take all possible precautions at all times to ensure that no water taps in the said Flat are left open even accidentally also while the

said Flat is locked and that if there are water spillages/stagnancy of water due to any such water tap/s being left open/ unattended in the said flats and/ or otherwise, as a result of any act or omission by the Flat Purchaser/ occupant of the said Flat leading to water spillage/leakage into other Flats of the said building causing damage to the interiors of any such flats, then in such cases, the Purchasers alone shall be liable and responsible to repair/ make good all such damage caused.

- o) The Purchaser/s shall observe and perform all the rules and regulations of the Society to be formed of all Purchaser/s of Units in the said Project **"NYATI ELAN SOUTH I"** may adopt at its inception and the additions, alterations or amendments thereof and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority such as the Municipal Corporation of Pune and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.
- p) Till the transfer of structure of the Buildings in the said Project **"NYATI ELAN SOUTH I"** is executed in favour of the said Co-operative Housing Society to be formed of all the Purchaser/s in the said Project **"NYATI ELAN SOUTH I"** and till the defect liability period of the said Project **"NYATI ELAN SOUTH I"** is subsisting, the Purchaser/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and the building thereon or any part thereof to view and examine the state and condition thereof.
- q) Till a conveyance of the said Land on which the Whole Project **"NYATI ELAN"** is situated and the Common Areas and Facilities of the said Whole Project is executed in favour of the Apex Society and/or till the defect liability period of the said Whole Project **"NYATI ELAN"** is subsisting, the Purchaser/s 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 said Land or any part thereof to view and examine the state and condition thereof.
38. The Promoter shall comply with all the requirements of the Concerned Planning Authority for sanction of water connections for the said Whole Project to be constructed on the said Land. However, the Purchaser/s herein has been made expressly aware by the Promoter that till such time as such water connections are procured and sufficient water becomes available for the said Project **"NYATI ELAN SOUTH I"** and the said Whole Project through such water connections, the requirement of water for the said Project **"NYATI ELAN SOUTH I"** shall be met from other available sources, including procurement of water from Water Tanker Agencies and that a pro-rata share incurred for such purchase and treatment thereof shall be borne and paid by the Purchaser/s.
39. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Unit 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 structure of the said Buildings forming part of the said Project **"NYATI ELAN SOUTH I"** is transferred to the said Society and until the said Land under the said Whole Project is transferred to the Apex Society as hereinabove mentioned.
40. The Purchaser/s hereby irrevocably gives his/her/their consent to the Promoter and authorizes/s the Promoter for raising any kind of finance from any bank, financial institution etc. by way of charge/mortgage of the said Land or any portion thereof and buildings constructed thereon as and when so deemed necessary by the Promoter, provided however that after execution of this Agreement, the Promoter shall not mortgage or create a charge on the said Unit 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 Purchaser/s.

41. The Promoter shall cause Conveyance of the said Buildings forming part of the said Project **"NYATI ELAN SOUTH I"** to be conveyed in favour of the Co-operative Housing Society to be formed of all the Purchaser/s of Units within a period of Three Months from the date of issue of Occupancy Certificate in respect of the last Unit in the said Project **"NYATI ELAN SOUTH I"** and after the Promoter has realized all its dues from all the purchaser/s of all units in the said Project **"NYATI ELAN SOUTH I"**.
42. The sanctioned Layout in respect of the said Larger Land inter-alia includes within the said Land, area under Amenity Spaces, area under widening of existing Road, area under Internal Roads and area earmarked for installation of MSEDCL Sub-Station/ installations. It is hereby clarified that when title to the said Land is to be transferred to the said Apex Society formed of the individual Societies thereof formed of the purchasers of Flats/ Units in all projects of each Cluster in the said Whole Project **"NYATI ELAN"**;
- a) The Promoter shall be entitled to deal with, dispose off the area under widening of existing Road and the area/s under Internal Roads as may be required under the applicable Building Bye-laws and as per Law and the Promoter shall be entitled to appropriate the benefits arising therefrom.
- b) The Promoter shall be entitled to deal with, dispose off the area under the Amenity Space/s out of the said Sanctioned Layout and appurtenant areas thereto as may be required under the applicable Building Bye-laws and as per Law and the Promoter shall be entitled to appropriate the benefits arising therefrom. The Promoter and/or his assignee shall also be entitled to construct Amenity Building/s on the said Amenity Space/s and the holders of such Amenity Buildings shall be entitled to make use of Main entrance gate and the use of the Internal Roads of the said sanctioned Layout and the holders of such Amenity Buildings shall be obliged to make payment of his / her / their pro-rata share of the expenses and outgoings for the maintainance of such Main Entrance Gate and the Internal Roads.
43. A "Right of Way" in perpetuity over a portion admeasuring 58 sq.mtrs. approximately out of the contiguous block formed of lands bearing Gat No.741 Hissa Nos.1 and 2, Wagholi (for which a layout is sanctioned) and which falls to the south of the Wagholi-Bakori Road and is located between Plot Nos. 42 & 43 of the said sanctioned layout is available as a means of access from the said Wagholi-Bakori Road inter-alia to the said Land held by the Promoter.
44. Jayawant Shikshan Prasarakh Mandal [a Registered Educational Trust] is running a Educational Institute/ College on land adjoining the said Larger Land on its southern side and the said Jaywant Shikshan Prasarakh Mandal enjoys a right of way over the Fifteen metre wide internal road of the said sanctioned Layout in respect of the said Larger Land running in the north – south direction as a means of access to and from the Wagholi – Bakori Road. Further, the holders of certain portions out of the said Larger Land situate to the extreme south – east corner thereof have already been granted by the Promoter right of way over the fifteen meter wide road as a means of access to and from the Wagholi – Bakori Road. The Purchaser/s herein has entered into these presents and has agreed to purchase the said Unit with knowledge of such Rights of Way enjoyed by the said parties and hereby consents and confirms that the Promoter is entitled to grant such right of way through the internal roads of the said sanctioned layout at his discretion to the remaining plot holders situate to the extreme south east corner of the said sanctioned layout and/or to any other lands/land portions adjoining the said Larger Land.
45. The Promoter shall be entitled to grant lease or licence of any portion of the said Land to any Government/ Semi-Government, Local or Municipal Body or Authority, Municipal Corporation of Pune or to the MSEDCL or to any Private Party or Parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Purchaser/s herein shall not be entitled to raise any objection to such grant of lease or licence. Conveyance of the said Land in favour of the Apex Society shall be expressly subject to the rights created

under any such Lease or Licence mentioned in this Clause. Accordingly the Promoter *inter alia* has granted on Lease a portion admeasuring 1200 square metres out of the said land to Maharashtra State Electricity Distribution Company Limited (MSEDCL) vide Deed of Lease dated 09/10/2015 duly registered under Serial Number 6534/2015 in the office of the Sub Registrar Haveli No. 25, Pune.

46. The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide the promoter with such permission, approvals which would enable the Promoter to full fill its obligations under this agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
47. The Promoter accept no responsibility in this regard. The Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser/s and such third party shall not have any right in the application / allotment of the said Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/s only.
48. The Promoter have named the said Whole Project under construction on the said Land as **"NYATI ELAN"** and has named the project consisting of the said Two Buildings as hereinabove mentioned as Project **"NYATI ELAN SOUTH I"** and the same will not be changed.
49. The Purchaser/s shall at his/her/their own costs lodge this agreement for Registration with the concerned Sub-Registrar and forthwith inform the Promoter the Serial Number under which the same is lodged to enable the Promoter to admit execution of the same.
50. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s/s nor shall the same in any manner prejudice the rights of the Promoter hereunder.
51. All letters, receipts, and/or notices issued by the Promoter dispatched under R.P.A.D. to the address of the Purchaser/s/s mentioned hereinabove or sent by E-mail or by Telephonic Messages or Private Courier will be sufficient proof of receipt of the same by the Purchaser/s and shall effectually discharge the Promoter. If there is any change in the said address or e-mail identification or Mobile Cell Number of the Purchaser/s, the Purchaser/s shall be obliged to intimate in writing of any such change of address to the Promoter, failing which, all letters, receipts and/ or Notices dispatched by the Promoter as aforesaid at the address of the Purchaser/s given hereinabove shall be treated/ deemed to have been received by the Purchaser/s.
52. That in case there are Joint Purchaser/s, all communications shall be sent by the Promoter to the Purchaser/s 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 Purchaser/s.

53. The Promoter has obtained Environmental Clearance as per the provisions of Environment (Protection) Act 1986 and will provide the required Infrastructure/Services for the said Whole Project as per such permission /revisions thereof. Till the formation of the Apex Society, the Societies formed of each of the Projects in the said Whole Project shall collectively at their own cost, with the interest earned on the deposits meant for the Apex Society and at their own responsibility maintain the Common Areas and Facilities & Infrastructure / Services which are housed within their respective clusters and are provided to the said Whole Project and shall share cost of maintenance and upkeep of the Environmental Infrastructure that is provided by the Promoter to the said Whole Project. Once the Apex Society is formed then Chairman/ Secretary/Estate Manager of such Apex Society will be responsible for the maintenance of all such Common Areas and Facilities and Infrastructure/ Services. The Societies/ Apex Society shall ensure that all environment norms are duly complied with and the equipment are duly operational and maintained & regular monitoring as per provisions of Environmental Clearance is carried out. It is hereby further agreed that the Promoter shall not be held responsible or liable in case Societies/ Apex Society fails to comply with or contravenes any of the provisions/rules/orders issued under the Environment (Protection) Act 1986.
54. The Promoter has completed/may complete certain amenities and facilities which are common to the said Whole Project even before all of the Projects out of the Whole Project are completed and occupied by the respective purchasers thereof. In such event, the purchasers of Flats in the said Project and the purchasers of Flats in the other Projects who have occupied their respective Flats will be obliged to contribute on a pro-rata basis towards the costs of maintenance, repair and upkeep of the Common Areas and Facilities and as and when the remaining projects out of the Whole Project are completed and occupied by the respective Purchasers thereof such purchasers of Flats in the remaining projects shall begin to contribute on a pro-rata basis towards the costs of maintenance, repair and upkeep of the Common Areas and Facilities.
55. Save and except the Common Areas and Facilities to be housed within the Open Space No. 6 of the said Sanctioned Layout, the Promoter has already completed/developed the Common Areas and Facilities housed within the other Open Spaces of the said Sanctioned Layout in respect of the said Whole Project **"NYATI ELAN"** and which are common to the said Whole Project **"NYATI ELAN"** and are intended [save and except for the purchasers of Shops/Commercial Premises in the Building of the said Cluster **"NYATI ELAN (COMMERCIAL)"** as provided in this Agreement] to be for the use and benefit of the Purchasers of Residential Flats in the said Whole Project **"NYATI ELAN"**. Moreover, the Promoter shall construct/install an underground Water Tank Structure, Water Treatment Plant, Sewage Treatment Plant, Diesel Generator Set, Organic Waste Composter, LT Room, Gas Bank etc. which said structures/ installations (**"said other Structures and Installations of the Cluster "NYATI ELAN (SOUTH)"**) are meant for all the Eight (8) Buildings of the said Cluster **"NYATI ELAN (SOUTH)"**. The Purchaser/s has/ have been explicitly aware of the fact that Purchaser herein and other Occupants of the said Four Buildings bearing Nos. **"H1", "H2", "H3"** and **"H4"** forming part of the said Project **"NYATI ELAN SOUTH I"** shall share the said other Structures and Installations to be constructed/installed in the said Cluster **"NYATI ELAN (SOUTH)"** and all the facilities thereof, together with the occupants of other Buildings/ Clusters forming part of the said Cluster **"NYATI ELAN (SOUTH)"**. The Co-operative Housing Societies formed of the purchasers of Flats in the said Cluster **"NYATI ELAN (SOUTH)"** shall be collectively responsible to borne and pay for all costs, charges and expenses for repair, maintenance and upkeep of the said **other Structures and Installations of the Cluster "NYATI ELAN (SOUTH)"** in such manner as may be mutually decided from time to time.
56. The Purchaser hereby specifically agrees that in the facts and circumstances mentioned in clause 55 above, with a view to ease the overall administration and management of all the Eight (8) Buildings of the said Cluster **"NYATI ELAN (SOUTH)"**, the Society formed of the purchasers of Units in the said Four (4) Buildings bearing Nos. **"H1", "H2", "H3"** and **"H4"** and the Society/ies to be formed of the purchasers of Residential Flats in the remaining Buildings of the said Cluster **"NYATI ELAN (SOUTH)"** may be merged/amalgamated into one Society, if so permissible under

applicable laws, and in that case the Purchaser herein shall render necessary co-operation and complete all the formalities in respect of such merger/amalgamation.

57. Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s 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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s 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 Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, the proposed allotment of the said Unit by the Promoter in favour of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation after deducting a sum of Rs. 25,000/- (Rupees Twenty Five Thousand Only) towards "Cancellation Charges" therefrom and which amount shall stand forfeited.
58. 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 Unit/plot/building, as the case may be.
59. This Agreement may only be amended through written consent of the Parties.
60. The terms and conditions of this Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and the Rules made there under.
61. 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 said Unit shall equally be applicable to and enforceable against any subsequent Purchaser/s, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.
62. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.
63. The Promoter and Purchaser/s 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.
64. 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 Pune Courts will have the jurisdiction for this Agreement.

65. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, then it shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land or ground admeasuring 134913.10 sq. mtrs. being a portion out of the said contiguous block of land admeasuring Hectares 14 = 07 Ares formed of the lands / portions admeasuring Hectares 04 = 13 Ares, Hectares 03 = 41 Ares, Hectares 02 = 41 Ares, Hectares 02 = 12 Ares bearing Gat Nos.720, 721, 723 and 733 respectively and a portion admeasuring Hectares 02 = 00 Ares out of the land admeasuring Hectares 09 = 06 Ares bearing Gat No.730 situate, lying and being at Village Wagholi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Village Wagholi and falling in the "Residential" Zone under the Regional Plan for Pune Metropolitan Region currently in force and which contiguous block of land admeasuring Hectares 14 = 07 Ares is bounded as follows, that is to say:-

- On or towards the East : By land bearing Gat Nos. 739, 734 & 736
- On or towards the South : By land bearing Gat No. 719
- On or towards the West : By land bearing Gat Nos. 724 and 722 and remaining portion out of Gat No. 730
- On or towards the North : Partly by land bearing Gat No. 740, Gat No. 730, Gat No. 732 and Gat No. 722.

THE SECOND SCHEDULE ABOVE REFERRED TO

The Residential Flat bearing No. <<<UNITNAME>>> to be situate on the <<<FLOOR>>> of Building "<<<BUILDING>>>" in the said Project "NYATI ELAN SOUTH I" [as part of the said Cluster "NYATI ELAN (SOUTH)"] of the said Whole Project "NYATI ELAN" being constructed by the Promoter on the said Land more particularly described in the First Schedule hereinabove, which said Residential Flat is to admeasure <<<UNITCARPETAREA>>> sq. mtrs. as per the said Sanctioned Building Plans presently sanctioned by the Pune Metropolitan Regional Development Authority (PMRDA) on 16.12.2021, TOGETHER WITH the exclusive right of user of the Enclosed Balcony/ies, Washing Area and Open Terrace/s at eye-level appurtenant thereto which are to admeasure <<<ENCL.BALCONY>>> sq. mtrs, <<<DRYBALCONY>>> sq. mtrs. and <<<SITOUTAREA>>> sq. mtrs. respectively as per the said Sanctioned Building Plans dated 16.12.2021, and FURTHER TOGETHER with the exclusive right of user of ONE No. of Covered Car Parking Space/s bearing No/s. <<<ALLOTEDPARKING1>>>, <<<ALLOTEDPARKING2>>> situate under the Stilts of/ adjacent to the said Project "NYATI ELAN SOUTH I" and which said Residential Flat is delineated in red ink on the <<<FLOOR>>> plan of the said Building annexed hereto as Annexure "D".

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Schedule of Payments)

1. 10 % of the total consideration- At the time of application
2. 20 % of the total consideration - at the time of the registration of the document
3. 15 % of the total consideration - upon completion of the Lower Parking Slab of the building of the said apartment/unit
4. 5 % of the total consideration upon casting of 2nd floor slab of the building of the said apartment/unit
5. 4 % of the total consideration upon casting of 4th floor slab of the building of the said apartment/unit
6. 4 % of the total consideration upon casting of 6th floor slab of the building of the said apartment/unit
7. 4 % of the total consideration upon casting of 8th floor slab of the building of the said apartment/unit
8. 4 % of the total consideration upon casting of 10th floor slab of the building of the said apartment/unit
9. 4 % of the total consideration upon casting of Terrace floor slab of the building of the said apartment/unit
10. 5 % of the total consideration upon completion of the walls, internal plastering and external plaster of the said apartment/unit
11. 5 % of the total consideration on completion of the floorings, terraces and waterproofing of the said apartment/unit
12. 5 % of the total consideration on completion of the staircases, lift wells, lobbies up to the floor level of the said apartment/unit
13. 5 % of the total consideration on completion of lifts, external plumbing, electrical points, entrance lobbies and plinth protection of the building of the said apartment/unit
14. 5 % of the total consideration on completion of sanitary, C P fittings, water pumps, paving and other works related to completion of said apartment/unit and the building.
15. 5 % of the total consideration at the time of Possession of the said apartment/unit

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Amenities and Specifications of the said Unit and the said Building)

1) STRUCTURE, MASONARY WALLS & PLASTER/PAINTS

- a) RCC Framed Structure.
- b) Masonary Walls in AAC Blocks.
- c) External wall with Sand Faced Plaster with Acrylic Paint.
- d) Internal walls & Ceiling – Gypsum finished walls & Putty finished Ceiling.

2) FLOORING

- a) Living/Passage, Kitchen, Bed rooms - Vitrified tiles flooring with skirting - as per IS code 15622
- b) Toilets and Terraces –Matt finish Ceramic flooring - as per IS code 15622

2A) DADO TILES

- a) Toilet - Coloured glazed Ceramic tile dado up to louvered window top level - as per IS code 15622
- b) Kitchen - Ceramic glazed tile dado up to 1.2 m above kitchen platform - as per IS code 15622

3) KITCHEN

- a) Granite top kitchen platform, with S.S. Sink & Ceramic Glazed tile dado up to 1.2m above platform.

b) Piped gas outlet.

4) TOILETS

a) CPVC Concealed plumbing with Hot and Cold arrangement. Brand – Finolex/ AjayFlowGuard/ Prince/Supreme

b) C P fittings. Brand- Jaguar/Grohe/Isenberg/Kohler

c) Sanitary Wares. Brand – RAK/Hindware/Jaguar/Kohler

d) Solar Water Heating System for Master Toilet only. (time, temperature and quantum of hot water subject to climate conditions)

5) ELECTRIFICATION & CABLING

a) Concealed copper wiring with modular switches in all flats. Brand for Electrical Switches - Legrand/Schneider/Anchor : Electrical Wiring – Polycab/ Finolex/ R.R.Kabel/Havells

b) Provision of telephone point in Hall.

c) TV point in hall and Master bed room.

d) Electrical points for AC in all Rooms.

e) Electrical Points for washing machine, water purifier and fridge.

f) Generator back-up for entire flat **EXCLUDING** 15 amp Electrical points.

6) DOORS

a) Main Door Frame – Wooden -Red Meranti

b) Main Door Shutter - Both side Veneer main door shutter with accessories.

c) Bedroom Frame & Doors - Skin door shutters with Red Meranti door frame.

d) Toilet Doors - Skin door shutters with Granite door frame.

e) Eye level terrace Door - 3 Track Aluminum powder coated sliding Doors with Mosquito Net.

7) WINDOWS

a) 3 Tracks Aluminum powder coated sliding windows with Mosquito Net. (50% Opening).

b) PVC louvered windows for all toilets.

8) PAINTING

a) Internal walls & Ceiling - Oil Bound Distemper: Brand – Dulux/ ICI/ Asian/ Berger/ Nerolac

b) External walls - Acrylic Paint: Brand – Asian/Dulux/Berger/New world Paints/ Jotun/Dr.Fixit.

c) Inside Toilet & Ceiling - Oil Paint above Tile dado.

9) LIFTS

a) Automatic Door Elevators – 2 nos per building .

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Common Areas, Amenities and Facilities already in place/to be established for the said Whole Project NYATI ELAN)

a) Main entrance gate with security cabin & Compound wall.

b) Landscaped garden with lawns and flower beds.

c) Children's play area with play equipment in Open Space/s.

d) Club House.

- e) Generator backup for passenger elevators, pumps, common lights and Club House.
- f) LED fixtures for common Area.
- g) Internal Tremix concrete roads.
- h) STP as per statutory requirements. STP Recycled water for Gardening and Flushing.
- i) WTP as per statutory requirements.
- j) Wet Garbage disposal through Organic Waste Converter.
- k) Rain water harvesting.
- l) Provision of Gas Bank & Piped Gas network system

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Common Expenses & Outgoings)

1. Towards maintenance and repairs of the Common facilities/ infrastructure of the said Cluster and the said Project **"NYATI ELAN SOUTH I"** and of the Common Areas, Amenities and facilities of the said Whole Project **"NYATI ELAN"**.
2. Wages of Watchmen, Sweepers etc.
3. Revenue Assessment.
4. All other taxes, levies, charges and cesses.
5. A pro-rata share (i.e. in proportion to the carpet area of the said Unit to the aggregate carpet area of all Units in **"NYATI ELAN SOUTH I"**) of all costs, charges and expenses for procurement of water through water tanker and other sources and treatment thereof until such time as the water connections to the said **"NYATI ELAN SOUTH I"** and to the Whole Project NYATI ELAN become operational and provide sufficient water.
6. Electricity and water charges and deposits in respect of common electrical and water pumps and other installations.
7. Expenses of and incidental to the management and maintenance of the said **"NYATI ELAN SOUTH I"** wherein the said Unit is housed and of the said Whole Project known as **"NYATI ELAN"**.

SIGNED & DELIVERED by the)
withinnamed Promoter)
P-SQUARE BUILDERS LLP, by the hand)
its duly constituted Attorney)
MRS ASHWINI AVINASH PATHAK)
in the presence of:)

1.

2.

SIGNED & DELIVERED by the within named)
Purchaser/s
1. <<<CUSTOMERNAME>>>)
&
2. <<<CUSTOMERNAME1>>>,)
3. <<<CUSTOMERNAME2>>>,)
&
4. <<<CUSTOMERNAME3>>>)
in the presence of:)

1.

2.

No Objection Letter by the Purchaser/s

I/We do hereby accord my/our consent to the Promoter to carry out any changes, revisions, renewals, alterations, modifications, additions etc. in the said Sanctioned Layout in respect of the said Larger Land which inter-alia comprises of the said Land.

I/We hereby further accord my /our “no objection” to the Pune Metropolitan Region Development Authority Pune or any other concerned planning authority to accordingly pass such layout/s and/or building plans as may be submitted by the Promoter.

It is however clarified that such variations or modifications in such Layout/ Building Plans shall not modify/alter the said Unit hereby agreed to be purchased by me/us from the Promoter.

Date:
Place: PUNE

<<<CUSTOMERNAME>>>

_____, _____
& <<<CUSTOMERNAME1>>>, <<<CUSTOMERNAME2>>>

<<<CUSTOMERNAME3>>>
Purchaser/s