

Date:

ALLOTTMENT LETTER

To,
Mr.
Mrs.
Address.....
.....

E-mail address:.....

Dear Sir / Madam,
You have shown your interest in purchasing an Apartment (details of Apartment are more particularly described hereinbelow) in our project ‘Eagle’s Nest Project-4’, situated at Survey No.126(Part) at village Vadgaon Maval, Taluka Maval, District Pune. We have accepted your offer on following terms and conditions;

APARTMENT PARTICULARS	
APARTMENT No.	
FLOOR	
CARPET AREA	-----sq.mt. carpet
USABLE FLOOR AREA OF ENCLOSED BALCONY	_____ sq.mt.
USABLE FLOOR AREA OF ATTACHED BALCONY	_____ sq.mt.
USABLE FLOOR AREA OF TERRACE	_____ sq.mt.
USABLE AREA OF PRIVATE GARDEN	_____ sq.mt.
TOTAL USABLE FLOOR AREA OF APARTMENT	_____ sq.mt.
COVERED PARKING SPACE for 4 wheeler	No.-----,

TOTAL PRICE AND PAYMENT PLAN		
Price of Apartment		Rs.
Price of covered car parking		Rs.
Agreement Cost		Rs.
PAYMENT SCHEDULE		
paid before execution of this agreement	10.00%	
within 2 weeks after the execution of this Agreement	20.00%	
on completion of the Plinth of the building	7.5.00%	
On Completion of 1ST Slab above the Plinth	7.5.00%	
On Completion of 3rd Slab above the Plinth	7.5.00%	
On Completion of 6th Slab above the Plinth	7.5.00%	
On Completion of 8th Slab above the Plinth	7.5.00%	
On Completion of 10th Slab above the Plinth	7.5.00%	
On completion of the walls of the said Apartment	05.00%	
On completion of flooring of the said Apartment	05.00%	
On completion of external finishing excluding paint	05.00%	
on completion of the water pumps, where the said tenement is located	05.00%	

OTHER CHARGES PAYABLE BY ALLOTTEE	
Stamp Duty- 5%	
Registration Charges- 1%	

GST @ 12 %	
Miscellaneous registration expenses	
Legal cost, charges and expenses	
Share money, application entrance fee of the Society	
Charges for formation and registration of the Society	
Deposit towards Water and other utility and services connection charges	
Deposits of electrical receiving and Transformer/ Sub Station provided in Layout	
<u>Total</u>	

AMOUNTS PAYABLE BY THE ALLOTTEE ON OR BEFORE DELIVERY OF POSSESSION OF THE APARTMENT TOWARDS PROVISIONAL MONTHLY CONTRIBUTION	
1) Outgoings of Society Buildings, common amenities and Maintenance charges Rs..... paise XSq.ft total usable area X for...24.....months.	Rs.
2) Taxes applicable on Item No. 1 & 2 above.	Rs.
TOTAL	Rs.

TERMS AND CONDITIONS:

- 1) Issuance of this non-transferable Allotment Letter to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee signs and delivers the Agreement with all the schedules (Copy attached) along with the payments due as stipulated in the above Payment Plan within 30 (thirty) days from the date of this Allotment Letter; and appears for registration of the Agreement before the concerned Sub- Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law.
- 2) If the Allottee(s) fails to execute and deliver to the Promoter Agreement within 30 (thirty) days from the date of this Allotment letter and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter within the aforesaid 30 days, then the Promoter shall serve a notice to the Allottee by e-mail/by hand/by Post/by courier on the address given by the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application/Allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount/ token amount shall be returned to the Allottee without any interest or compensation whatsoever.
- 3) Minimum token amount should be equivalent to Rs...../- of the agreement cost, which shall be retained as interest free *bonafide refundable* deposit.
- 4) Unless agreement is entered into by the applicant, no right of any nature is conferred or intended to be conferred by this Letter on the applicant.
- 5) All taxes, cess, charges or levies under any concerned statute shall be borne by the Purchaser, over and above price of the Apartment. The price of the Apartment mentioned in this letter and Agreement to sell for the purchasers who booked the apartments after 01/07/2017 are inclusive of additional cost in accordance with

additional obligations under The Real Estate (Regulation and Development) Act, 2016 and accounts for the benefits to be passed on wide computation of estimated input credit tax and the promoter is under no obligation to make any further concessions in the above agreed price of the apartment.

- 6) The Purchaser has received the floor plan & specification, of the said flat at the time of booking and is not entitled to change the option confirmed above.
- 7) In case of cancellation for any reason whatsoever then the amount paid by the Allottee against the said booking shall be returned within 30 days from date of cancellation of booking.

For Naiknavare Township LLP(PROMOTER)

Mr.....

Senior Executive/Assistant Manager-Sales sign: _____

I / We have read, understood and accepted the above mentioned contents, payment Plan, terms and conditions.

Allottee's Signature 1) _____ 2) _____

AGREEMENT TO SELL

AGREEMENT TO SELL made at Pune this _____ day of _____ in the Christian Year Two Thousand and _____

BETWEEN

1.

NAIKNAVARE TOWNSHIPS LLP (LLPIN: AAB-0754) (PAN: AAJFN7550R),
a limited liability partnership incorporated and registered under the provisions of the Limited Liabilities Partnership Act,2008, having its registered office at 1204/ 4, Ghole Road, Shivajinagar, Pune: 411 004, represented by its duly authorized designated partner **HEMANT DATTAJI NAIKNAVARE** (DPIN: 00763802) aged about 52 years, occ: business OR **RANJIT DATTAJI NAIKNAVARE** (DPIN: 00151409),aged about 50 years, occ: business,
2.

HEMANT DATTAJI NAIKNAVARE aged about 52 years, occ: business, having address at 1204/ 4, Ghole Road, Shivajinagar, Pune: 411 004 **through Power of Attorney Mr. Ranjit Dattaji Naiknavare** ...hereinafter called as the “**OWNER/ PROMOTER**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its administrators and assigns, ...of the ONE PART,

And

Full name (capital)		
Age/ occ		
Full Address		
PAN		

Full name (capital)		
Age/ occ		
Full Address		
PAN		

Full name (capital)		
Age/ occ		
Full Address		
PAN		

...hereinafter called as the “**PURCHASER/ALLOTTEE**”, which expression shall, unless repugnant to the context or meaning thereof shall mean and include its plural, his/ her/ their heirs, successors, executors, administrators and assigns, ...of the OTHER PART,

W H E R E A S,

- a. the Promoter has proposed to promote and develop a township in phases, on various pieces of land abutting each other, on western side of village Vadgaon of Taluka Maval, District Pune, comprising a large track of land admeasuring over “Hectare 45.00 Are”, either under the Special Township Regulations dated 15.11.2005 bearing No.TPS-1804/ Pune R.P.DCR/ UD-13, issued and framed by the Government of the State of Maharashtra under section 20(4) of the Maharashtra Regional Town Planning Act, 1966, published in Maharashtra Government Gazzette dated 21.11.2005, or otherwise under other concerned statutes,
- b. **AND WHEREAS** out of the said proposed scheme, the Promoter has already purchased some pieces of the land, while the owners of some pieces have agreed to sell their pieces of land together with the rights to develop the same, and the some other pieces of land are being acquired by the Promoter,
- c. **AND WHEREAS** the Promoter has also drawn the tentative conceptual plans for development of the township, which comprises of residential houses, convenient shopping, open space, amenity space, club house, internal roads and other infrastructure,
- d. **AND WHEREAS** the Promoter has presently acquired all those pieces of land bearing, more particularly described in the **FIRST SCHEDULE**

written herein (hereinafter, *collectively* referred to as the said "**LARGER LAND**"), under registered instrument of sale, as enumerated in the **APPENDIX** given hereto.

- e. **AND WHEREAS** the said Larger Land is in a 'residential zone', in the Final Regional Plan of Pune Region, which came into force with effect from 10.02.1998, drawn and sanctioned by the State of Maharashtra, under the provisions of the Maharashtra Regional and Town Planning Act, 1966,
- f. **AND WHEREAS** the said Larger Land being also partly located in the limits of Pune Urban Agglomeration, Pune, the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 [now repealed by the Urban Land (Ceiling and Regulation) Repeal Act, 1999, adopted by the Legislative Assembly and Legislative Council of the State of Maharashtra, *vide* their resolution dated 01.12.2007, published in the Maharashtra State Gazette (Extra-ordinary) dated 05.12.2007] are not attracted,
- g. **AND WHEREAS** the Collector of Pune, *vide* his order dated 06.09.2012 bearing No.PMA/ NA/ SR/ 721/ 2011, permitted non-agricultural use of part of the said Larger Land, for the purpose of residence under section 44 of the Maharashtra Land Revenue Code, 1966 and also sanctioned the building/s plans. The Pune Metropolitan Regional Development Authority approved and sanctioned the said layout plan *vide* its letter No.BMA/CR.No.3578/Mouje Vadgaon/S.No.126/1 and others, Dated 03.03.2016,
- h. **AND WHEREAS** the Promoter would be developing the aforesaid Larger land in phase wise manner by constructing buildings, Row Houses, Town Houses which shall have common amenities for the said larger land under the township named as "**Eagle's Nest**". Under the township 'Eagle's Nest', the Promoter has proposed to construct building 'A-2', having Parking Floor + 9 floors, comprising of 36 Apartments on land admeasuring **1629.87** sq.mt. underneath thereto, out of the said larger land, which is more particularly described in the **SECOND SCHEDULE** hereunder written (Hereinafter referred to as "**the Project Land-4**"); Out of the said larger land, the land admeasuring 31954.42 sq.mt. is under the township 'Eagle's Nest' and which is more particularly delineated in blue colour in plan at ANNEXURE-C-2. The Project land-4 is shown in Orange colour in the Plan annexed herewith as ANNEXURE-C-2.

- i. **AND WHEREAS** the Promoters are entitled and enjoined upon to construct buildings on the Project land-4 as well as in the larger land in accordance with the recitals hereinabove;
- j. **AND WHEREAS** the Promoter is in possession of the said larger land including project land-4;
- k. **AND WHEREAS** the Allottee is offered an Apartment bearing numberon thefloor, (herein after referred to as the **said "Apartment"**) in the '.....' Building/ Building type-code (herein after referred to as the said "Building") being constructed in the Project land-4 by the Promoter;
- l. **AND WHEREAS** the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- m. **AND WHEREAS** the Promoter has appointed Mr. Ranjit Naiknavare, a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;
- n. **AND WHEREAS** by virtue of the Sale Deeds the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land-3 and to enter into Agreement/s with the allottee/s of the Apartments to receive the sale consideration in respect thereof;
- o. **AND WHEREAS** on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project land-4 and the plans, designs and specifications prepared by the Promoter's Architects Ms Gauri Naiknavare and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- p. **AND WHEREAS** the authenticated copies of Certificate of Title issued by advocate of the Promoter, authenticated copies of extracts of Village Forms VI and VII and XII showing the nature of the title of the Promoter to the Project land-4 on which the Apartments are constructed or are to be constructed

have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively;

- q. **AND WHEREAS** the authenticated copies of the plans of the Layout as approved by Pune Municipal Corporation have been annexed hereto and marked as **Annexure 'C-1'**;
- r. **AND WHEREAS** revisions/deviations proposed by the Promoter as recommended by the Architect/ Engineer and as may be permitted by Planning Authority are shown in the Layout Plan and the building Plans proposed by the Promoter and according to which the construction of the buildings, Club House and swimming pool, amenity spaces, open spaces are proposed to be provided in the said Project-4 land. The authenticated copies of the said plans of Layout and building Plans as proposed by the Promoter has been annexed hereto and marked as **ANNEXURE-C-2** and the proposed deviations/ revisions are declared and intimated by the Promoter to the Allottee in **Annexure 'C-2'** hereinbelow;
- s. **AND WHEREAS** as mentioned above the promoter is proposing development of the said larger land, comprising of highrise buildings, Row Houses, Town Houses and common club House for all the buildings and tenements in the township Eagle's Nest Project. Various common amenities and services are to be shared by all the tenements/Apartments in the township 'Eagle's Nest' as per the approved Layout and as per layout/ building Plans proposed by the Promoter, for smooth functioning of the township 'Eagle's Nest' development the Promoter has decided to form a single Co-operative Housing Society for all the tenements/Apartments as permissible under prevailing local laws;
- t. **AND WHEREAS** the authenticated copies of the building plans of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure 'D'**;
- u. **AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time including revised permissions to minor deviations as disclosed in Annexure-C-2 and in these present, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

- v. **AND WHEREAS** while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project land-1 and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;
- w. **AND WHEREAS** the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;
- x. **AND WHEREAS** the Allottee has applied to the Promoter for allotment of an Apartment No..... being constructed in the said Project land-4;
- y. **AND WHEREAS** the carpet area of the said Apartment is square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;
- z. **AND WHEREAS** the Apartment also has attached exclusive open balcony of an area admeasuring.....Sq.mt and attached exclusive open terrace area admeasuring.....Sq.mt, and attached exclusive garden admeasuring.....Sq.mt area for the exclusive use of the Allottee. Internal dimensions shown in sanctioned Plan are from unfinished surfaces and carpet area of the Apartment has been calculated as per actual dimensions available at floor level i.e excluding skirting thickness/ledge walls on external walls.
- aa. **AND WHEREAS** the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- bb. **AND WHEREAS** prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment

agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

- cc. **AND WHEREAS** the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No.; authenticated copy is attached in **Annexure 'F'**;
- dd. **AND WHEREAS** under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- ee. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking (if applicable)

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

1. The Promoter shall construct building 'A-2', having Parking Floor+9 floors, comprising of 36 Apartments on the Project land-4; in accordance with the plans, designs and specifications as may be approved by the concerned local authority from time to time.

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

2 (a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of carpet area admeasuring sq. metres on floor in the

building along with usable floor area of attached open Balcony admeasuring sq.mtr. and usable floor area of attached open TerraceSq.mt, and usable floor area of attached gardenSq.mt, making a total usable floor area including the carpet area of sq Mtrs (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures D for a *lump sum* consideration of Rs. including Rs..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the ANNEXURE-E.

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

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

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

PAYMENT PLAN		Amount in Rupees
paid before execution of this agreement	10.00%	
within 2 weeks after the execution of this Agreement	20.00%	
on completion of the Plinth of the building	7.5.00%	
On Completion of 1 ST Slab above the Plinth	7.5.00%	
On Completion of 3 rd Slab above the Plinth	7.5.00%	
On Completion of 6th Slab above the Plinth	7.5.00%	
On Completion of 8th Slab above the Plinth	7.5.00%	
On Completion of 10th Slab above the Plinth	7.5.00%	
On completion of the walls of the said Apartment	05.00%	
On completion of flooring of the said Apartment	05.00%	
On completion of external finishing excluding paint	05.00%	
on completion of the water pumps, where the said tenement is located	05.00%	
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier On completion of flooring of the said Apartment	05.00%	
Grand Total	100.00%	

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

2(d) The Allottee shall make payment of all installments towards the agreed consideration amount to the Promoters by Demand Draft or by local Cheques. If the Allottee makes payment of any of such installments by way of Out-station Cheques, then in such event, the date of payment of the amount represented by such Cheques shall be the date when such amount is credited in the account of the Promoters after deducting therefrom the amount of commission charged for clearance of any such Cheques by the Bank to the Promoters. The Allottee / Purchaser herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on Allottee / Purchaser if consideration payable by the Allottee / Purchaser to the Promoter is more than Fifty Lakh, then at the time of credit of such sum to the account of Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee / Purchaser herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income Tax Rule 30(a)(2A) & 31A in the name of Promoter herein with PAN AAJFN7550R, then only the Promoter will acknowledge receipt of part consideration of Said Apartment for the amount equal to deducted and paid under such Challan-cum-statement.

Provided that, at the time of handing over the possession of the Said Apartment if any such Challan-cum-statement in Form No.26QB is not produced by the Allottee / Purchaser, then Allottee / Purchaser herein shall deposit amount as interest free deposit with the Promoter equivalent to the amount which is to be paid by the Allottee / Purchaser under aforesaid provision and which deposit amount will be refunded by the Promoter to the Allottee / Purchaser on submitting Challan-cum-statement in Form No.26QB within 15 days from the end of the month in which possession of the apartment is delivered by the Promoter to the Allottee / Purchaser. Alternatively the allottee can deduct 1% of the total

consideration at the time of the agreement and make the TDS payment in advance.

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

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

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

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

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

(ii) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ value added tax/ works contract tax/ service tax, or Goods and Service Tax or any such tax penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the Project land-4 or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Allottee. The Allottee hereby, indemnifies the Promoter and the Allottees's organisation from all such levies, cost and consequences. The Allottee shall not be entitled to possession of the said Apartment, unless he pays such amount of tax.

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

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

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project land-4 is 4141.61 square meters only and Promoter has planned to utilize Floor Space Index of approximately 4300.00 Sq.mt by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of approximately 4300.00 Sq.mt as proposed to be utilized by him on the Project land-4 in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

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

- (a) the Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the Project land-4 and/or the said larger land either as Floating Floor Space Index or otherwise, so also to use the same in a manner and at a location, either in phased manner or otherwise, as may be exclusively decided by the Promoter,
- (b) in the layout of the said larger land, services such as underground water tank, Organic waste converter, Over Head Water Tank, Sewage Treatment plant, Transformer, D.G sets etc and amenities such as open spaces, swimming Pool and Club House are common for all the buildings, Row Houses, Town Houses and all the Apartments in the township Eagle's Nest.
- (c) a single Co-operative Housing Society shall be formed and registered for all the buildings, Row Houses, Apartments and Town Houses in the township Eagle's Nest.

- (d) the conveyance of the land area admeasuring 31954.42 sq.mt. of the township 'Eagle's Nest', out of the said larger land including the Project land-4, together with the buildings constructed thereon, which excludes the non-buildable areas on north west side of 12 m. wide road and on south west side of 9 m. wide road, amenity area which having club house with structure G+1, future development area, property on north east side of 40 m. wide road, 12 m. and land under 12 m wide road as seen in ANNEXURE C-1, shall be executed by the Promoter only in favour of such co-operative housing society,
- (e) as per sanctioned plan at ANNEXURE- C-1, the structure of Club House in open space- 01 is approved for construction upto ground floor, however, the Promoter decided to augment the design and structure to Ground floor+1 floor in the proposed revision plans, according to the proposed revision in the sanctioned plans, the club house would be constructed on the said larger land, which is more particularly shown in the plan at ANNEXURE-C-2,
- (f) the location of swimming pool as seen in the sanctioned plan at ANNEXURE- C-1 is proposed to be shifted in the open space between building A1 and Duplex D1-D2,
- (g) in the layout following services shall be provided and the location of the said services are more particularly shown in the plan at ANNEXURE-C-2;
- Under Ground Water Tank (UGWT) is proposed to be located adjacent to 'TH-II' on the west side of 'TH-II',
 - Sewage Treatment Plant (STP) is proposed to be located in marginal space of building A-1,
 - wetland beds is to be located in the adjoining area of the club house and adjacent to the North-East boundary of the township 'Eagle's Nest',
 - the location of Organic Waste Converter (OWC) is to be shifted between club house and security cabin,
- (h) the Water Reservoir as shown in the plan at ANNEXURE-C-1 and Floor Plan of 3rd floor to 9th floor of building A-2 shall be revised, the proposed floor plan of 3rd floor to 9th floor of building A-2 is annexed herewith as ANNEXURE-C-2(a),
- (i) the number of floors of building A-1 and A-2 in the township 'Eagle's Nest' are proposed to be reduced from Parking floor + 11 floors to Parking floor + 9 floors, and due to proposed reduction in floors of the building Refuge

- area as required by the Fire Department as shown on 8th floor of the sanctioned Plan shall be cancelled,
- (j) as per sanctioned plan at ANNEXURE- C-1, the buildings such as RH-I and open space between RH-I and TH-II, RH-III adjacent to TH-II, space between forest boundary and 12 mt. wide road leading to H.T. Tower and Tower A-3 are under redesign and there may be change in the design, location, type of building in the proposed Development planning of the Promoter. The land area under these buildings and structures is shown as "future development" in the plan at ANNEXURE-C-2 and the Promoter is entitled to get revisions in the sanctioned plan regarding the development in 'the future development area' as per discretion of the Promoter and as may be permissible under Development Control Rules,
 - (k) the areas shown in the plan at ANNEXURE-C-1 viz; the non-buildable areas on north west side of 12 m. wide road and on south west side of 9 m. wide road, amenity area which having club house with structure G+1, future development area, property on north east side of 40 m. wide road, 12 m. and land under 12 m wide road shall not be part of the township 'Eagle's Nest'. The proposed organization of the allottees or any allottee in the township 'Eagle's Nest' shall not claim any right on the aforesaid areas. The conveyance of the land under the township 'Eagle's Nest' shall be executed by the Promoter in favour of organization of the allottees after deduction of the aforesaid areas,
 - (l) Amenity area 03 and open space 02 as sanctioned in the plan at ANNEXURE-C-1 will be relocated in the proposed revision in the sanctioned plan,
 - (m) Road as seen in the plan at ANNEXURE-C-1, between Amenity area 02 and no construction zone and 9 m. wide road between no construction zone and RH-5 and RH-6 will be cancelled in the proposed revision in the sanctioned plan,
 - (n) the Club House (G+1) as sanctioned in the plan ANNEXURE-C-1 is retained by the Promoter and the Allottee or organization of the Allottee in the township 'Eagle's Nest' shall not have any right/access of the said Club House. The Promoter is entitled to use, relocate the said Club House as may be permissible under Development Control Rules and also entitled to disposed off in any manner to any third party,
 - (o) connecting parking slabs between Project-3 and Project-4 of Eagle's Nest and Project-4 and future development shown in ANNEXURE-C-2 shall be constructed,

- (p) the Promoter is entitled to develop all the area shown in the Annexure-C-2 as 'Property retained by the Promoter' at its own discretion as may be permissible under Development Control Rules and entitled to dispose off the same in any manner to any third party. The Allottee or organization of the Allottee in the township 'Eagle's Nest' shall not have any right, title and interest in the said 'Property retained by the Promoter',
- (q) the allottee and the proposed organization of the allottee shall have right of way on the 12 mt. wide road,
- (r) the Promoter shall be entitled to compensation from the Allottee in case any obstruction or impediment of any nature raised by and on behalf of the Allottee to the development of the Project land-4 and of the larger property and/or other pieces of land adjoining to the Project land-4/the larger property either by amalgamation and/or consumption of FAR/FSI for any building thereon, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment being raised by the Allottee,
- (s) the promoter shall be entitled to obtain revised approval of PMRDA on Plans to be submitted for all changes shown in ANNEXURE-C-2 and ANNEXURE-C-2(a), and deviations as intimated in these present and as may be required by the planning Authority changes shall be made in the said proposed plans.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession from the date of registration under RERA. The Allottee agrees to pay to the Promoter, interest as specified in the Rules of Real Estate Regulation Act, 2016 on the installment due and interest at the rate of 21% per annum on amount of Goods and services Act, 2017, applicable thereon, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned

local authority and other outgoings) and on the allottee committing any default of payment of instalments, the Promoter at his own option, may terminate this Agreement:

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

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

Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee on facts and in law on and/or as a result of such termination, shall however, be adversely affected or prejudiced.

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

6. The Promoter shall give possession of the Apartment to the Allottee **on or before 30.06.2019**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- i. war, civil commotion or act of God;
- ii. any notice, order, rule notification of the Government and/or other public or competent authority/court.
- iii. the Allottee has committed any default in payment of installment as mentioned in Clause No. 1(c) (without prejudice to the right of the Promoter to terminate this agreement under Clause 4.2 mentioned herein above),
- iv. any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee,
- v. non-availability of steel, cement or any other building materials, water or electric supply,
- vi. any delay on the part of the Office of the Collector, Pune or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said land,
- vii. any other reasons beyond the control of the Promoter,

7.1 Procedure for taking possession -

The Promoter, upon obtaining the occupancy certificate from the competent authority, shall within 7days thereof offer in writing the possession to the Allottee, which shall be handed over upon receipt of payment as per agreement from the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be from date of intimation that the said Apartments are ready for use.

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

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as

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

7.4 (a) The construction of buildings in the present Project, is in the form of a combination of conventional R.C.C. type construction, with a new construction technology, which may not involve conventional use of building material like bricks or blocks. The Allottee agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Apartment or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings.

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

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused

by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottees of Apartments in the township 'Eagle's Nest' to be constructed in the said larger land shall join in forming and registering the Co-operative housing Society under provisions of Maharashtra Co-operative Societies Act, 1960 by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee for the township 'Eagle's Nest'. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 (a) The Promoter shall submit the application to the Co-operative Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 in respect of the lands under Project-1, Project-2, Project-3 and Project-4 of the township Eagle's Nest, within three months from the date on which fifty one per cent. of the total number of allottees in Project-1, Project-2, Project-3 and Project-4 of the township 'Eagle's Nest' have booked their apartment. Eventually, as and when the Promoter commence/complete future development on balance portion of the land under the township Eagle's Nest, the Apartment holders along with their respective land under such Project shall be joined and enrolled as members of the said proposed single co-operative Society. The Allottee hereby grants his/her consent for the joining of such Apartment holders in the proposed project as a member of the Society and grants consent for merging of respective portion of land under the proposed project as a part of the Society. The Allottee herein and the committee of the proposed Society will sign and execute all the

necessary documents with regard to merger of new buildings, land underneath the new buildings and their Apartment holders/Allottees in the Proposed Society, in due course of time. The Allottees in the township 'Eagle's Nest' shall be entitled to use and share all the common amenities.

(b) Provided completion of all buildings and units in the township 'Eagle's Nest', the Promoter shall execute conveyance in respect of the entire undivided or inseparable land admeasuring 31954.42 sq.mt., underneath all buildings/ wings along with buildings standing on the said Project-1, Project-2, Project-3 and Project-4 and other proposed projects of the township 'Eagle's Nest', in favour of a Co-operative Housing Society, **on or before 31.03.2024**, subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose off the remaining Apartments, if any.

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

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

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

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

9.3 (a) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to

the total usable area of the Apartment) of outgoings in respect of the Project land-1 and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project land-4 and building/s. The Allottee shall pay to the Promoter such proportionate share of outgoings as determined by the Promoter as per provisional rates given below:

(I) Common Maintenance for the Apartment and common amenities in the township 'Eagle's Nest', **Rs. 4.25/- ps. per sq.ft.** + GST x total usable floor area of the said Apartment.....Sq.ft x 24 months= total amount payable by the Allottee to the Promoter = Rs.....

(II) The Promoter shall be availing water supply for the buildings on the said Project land-4/ township 'Eagle's Nest' from appropriate Authority or any other source. Allottee hereby agrees and confirms that the Allottee will contribute and pay for such water charges at actual in proportion as may be required. However, in the event that any water is required to be purchased from private sources, the Allottee herein shall be liable and agrees to contribute expenses thereof at actual in proportion as may be required, over and above the amounts specified in (I) above.

The amounts so paid by the Allottee to the Promoter shall not carry any interest. The aforesaid amount of common Maintenance shall remain with the Promoter till 2(two) years from completion of the buildings/Apartments in the Project-3. The Promoter shall be entitled to entrust maintenance of common areas and facilities to Co-operative Society of the Allottees even prior to the said period, in which case, the Promoter shall also entrust the balance remaining amount received from the Allottees till then.

(b) The maintenance amount / outgoing charges mentioned above towards Common Maintenance for the building or buildings, shall include only following items:

- i) Housekeeping and cleanliness,
- ii) Maintenance contracts of lifts, generators, pumping system, Sewage Treatment Plant (STP), water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, intercom including all AMC therein,

- iii) Common electricity bills for common area of buildings and common areas of the Society,
- iv) Security charges,
- v) Gardening charges,
- vi) Running expenses for clubhouse, (Gym) and equipments thereof and any AMC's thereupon
- vii) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses,
- viii) Non agricultural taxes and any other similar taxes
- ix) Pest control expenses including AMC,
- x) Expenses incurred for maintenance of replacements of electric switches /light points,
- xi) Firefighting certification
- xii) Property tax for Club House
- xiii) Operational /AMC and electricity charges for the sewage treatment plant for the Society,

It is agreed between the parties that the said maintenance amount/ Outgoing charges in item No. (I) mentioned above, shall **not** include the items mentioned below, and the Allottee and/or the society either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution made by the Allottees.

- i) Society and managing committee administration,
 - ii) Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and any other such expenses,
 - iii) Sinking fund etc.
 - iv) Property taxes of individual building/ Apartments and common amenities etc.
 - v) Any other taxes, levies, cess etc. of the property,
 - vi) Any other statutory charges,
 - viii) Repairs of the building for leakages, seepage to the property or any part thereof.
 - ix) Wear and tear charges.
 - x) Expenses of water as may be required to be purchased from private sources and all other related expenses.
- (b) The maintenance amount mentioned above in (a), shall be maintained by the Promoter in a separate account, and shall be used and utilised by the

Promoter as listed, only for common maintenance of the township 'Eagle's Nest'. The Promoter shall cause maintenance of the project till handing over responsibility of the same to the Co-operative Society.

- (c) The Roll out of maintenance of the township 'Eagle's Nest', including Project-4 land, will be in phases. The Allottee has been informed the certain services are common to the entire Society and that therefore until they are operated at designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services.
- (d) The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or non payment by the Allottees.
- (e) It is also clearly understood that this shall not preclude such society or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.
- (f) Such society or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the organization.
- (g) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or society of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or society and/or federal society, as the case may be.
- (h) The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the society, on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of

2% per month. Outstanding amount shall remain as a charge on the said Apartment.

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

10. The Allottee shall at the time of execution of this agreement shall pay the following amounts :-

- (i) Rs. 600/- for share money, application entrance fee of the Society,
- (ii) Rs.2500/- for formation and registration of the Society,
- (iii) Rs.10,000/- For charges towards Water and other utility and services connection charges &
- (iv) Charges for receiving of electrical connections and Transformer/ Sub Station provided in Layout, Rs.50,000/- for 1 BHK, Rs. 75000/- for 2 BHK, Rs.90,000/- for 2/3 BHK, Rs. 1,00,000/- for 3 BHK Row House and 1,25,000- for 3.5 BHK Town House.

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

- 11. The Allottee shall pay to the Promoter a sum of Rs. 10,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 12. At the time of registration of conveyance, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the Project land-4; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Project land-4 and also has actual, physical and legal possession of the Project land-4 for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the Project land-4 or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the Project land-4 or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project land-4 and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project land-4 and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project land-4, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project land-4, including the Project and

the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project land-3 and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project land-4 and the building in which the

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

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project land-4 and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xii. Till a conveyance of land under township 'Eagle's Nest' is executed in favour of Co-operative Housing Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project land-4 or any part thereof to view and examine the state and condition thereof.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said larger land and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the Project land-3 is transferred to the Apex Body /Federation as hereinbefore mentioned.
17. MORTGAGE
- i. After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
- ii. The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Larger land and/or other pieces of land which may be the subject matter for development by the Promoter either as special township or otherwise.

- iii. The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Larger land and/or other pieces of land which may be the subject matter for development by the Promoter either as special township or otherwise in favour of such bank/s and/or financial institute and/or person.
- iv. The Purchaser hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
- v. The Promoter has availed loan assistance of IL& FS TRUST COMPANY & CAPITAL FIRST LTD Mumbai to whom the Project assets have been mortgaged as security for repayment thereof. The Promoter reserves right of replacing of the said financial institution with any other institution.
- vi. However, the Promoter shall always keep the Purchaser duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.
- vii. PURCHASER'S DECLARATIONS:
- (a) The Promoter herein has made full and true disclosures to the Allottee as to the title of the Promoter in respect of the Project land-4 and TDR (if any) as well as the encumbrances, if any, known to the Promoter.
- (b) It is hereby declared that, sanctioned Layout, building plan and the floor space index (FSI) at Annexure-C-1 as on date and proposed FSI and proposed alterations in the township 'Eagle's Nest' as well as Project-4 land as per Layout Plan at Annexure-C-2 have been shown to the Allottee. The Promoter herein has made full disclosures to the Allottee as to the deviations in the Plan at Annexure-C-2. The Allottee hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the Project-4 land as well as in the said larger land of the plans of the building as shown in Plan at Annexure-C-2.
- (c) The Promoter herein has also called upon the Allottee to carry out the search and to investigate the marketable title of the Promoter, in respect of the Project land-4 by appointing his/ her own advocate.
- (d) As required by the Allottee the Promoter herein has given all information to the Allottee herein and he/ she has acquainted himself/ herself with all the facts as to the marketable title of the Promoter and after satisfaction and acceptance of title has entered into this agreement.

- (e) The Promoter herein has specifically informed the Allottee and the Allottee herein is also well aware and agree that eight covered Car parks located in the Project-4 are allotted to the Allottees in building A-1 of Project-3.
- (f) The Promoter herein has specifically informed the Allottee and the Allottee herein is also well aware that the Promoter herein is developing the scheme under the name 'Eagle's Nest' on the said larger land, with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme effect changes in the external elevations, or to erect any outer extension by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sit outs/ roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said Apartment to the Allottee herein on ownership basis, subject to the terms and condition of this agreement.
- (g) The Allottee herein declares that in township 'Eagle's Nest', the Promoter herein are providing amenities/ material/ plant and equipment in common facilities like club house. and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the Society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not responsible,
- (h) The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the name 'Eagle's Nest' and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate

meter specifically installed for the above neon signboard, at the discretion of the Promoter.

- (i) All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution Board, Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee. The Allottee shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.
- (j) The Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations.
- (k) Till execution of the Conveyance, the Allottee herein admits and agrees that the Promoter herein is entitled to represent the Allottee and on behalf of the Allottee give consent, affidavit, undertakings, NOC's and do all necessary things in all matters regarding property tax assessment, reassessment, avilment of water connections to the said Apartment, building in the township 'Eagle's Nest' before all concerned Authorities, Government Authorities, semi-government Authorities such as Planning Authority, MSEDCL, MSRDC, MPCB, Environment Committee of Maharashtra/Union Govt etc and decisions taken/compliance made by the Promoter in this regard shall be binding on the Allottee herein, and whatever acts done by the Promoter on behalf of the Allottee shall stand ratified and confirmed by the Allottee.

18. It is agreed by the Parties herein after completion of construction, there shall not be levied any maintenance charges for common maintenance and/or water with respect to the unoccupied Apartments remaining unsold in the buildings on the Project land-4, either till sale of such Apartments or till 1 year from the date of completion certificate from the competent authority whichever is earlier.

19. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan

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

20. ENTIRE AGREEMENT

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

21. RIGHT TO AMEND

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

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

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

23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

25. FURTHER ASSURANCES

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

26. RESERVATIONS:

(a) It is also understood and agreed by and between the parties hereto that the Promoter shall be at liberty to allot and grant exclusive facility or restricted/limited common areas facility attached to the concerned Apartment any open space, parking space, lobby, staircase landing, terrace, to any concerned Apartment purchaser and the same shall belong exclusively to such Apartment Purchaser, and the such Apartment Purchaser shall be entitled for exclusive use of such garden space, parking space, terrace space, as the case may be, to the exclusion

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

(b) All payments agreed to herein and otherwise required to be made by the Allottee otherwise, shall always be the ESSENCE OF THE CONTRACT, and failure whereof, shall be a breach of this agreement, committed by the Allottee.

(c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Land and the building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee, and open spaces, parkings, lobbies *et cetera*, will remain the property of the Promoter until the said Land and the building save and except any part reserved by the Promoter, is transferred to the Allottees or the said organisation. The Promoter shall be entitled to dispose of such open space, terrace, parkings, garden space *et cetera*, to any Purchaser for which the Allottee hereby grants and is always deemed to have granted the consent.

(d) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Allottee by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or noncompliance of any of the terms and conditions of this agreement by this Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

(e) The Allottee shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

(f) The Allottee shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Apartment or any part thereof and to make good any defects

found in respect of the said Apartment or the entire building or any part thereof.

27. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

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

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

Name of Allottee.....

(Allottee’s Address

.....

Notified Email ID:

M/s Promoter name

(Promoter Address) As
mentioned in title above

Notified Email ID:

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

30. JOINT ALLOTTEES

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

31. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

33. GOVERNING LAW

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

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

STAMP DUTY PARTICULARS

Total Prescribed valuation as per Annual Ready Reckoner, 2017-18, as described in Sector for the said Apartment is

Rs...../-	
Total agreed price	Rs.
Stamp duty (as per Article 25(d)(1) of the Bombay Stamp Act,1958) on higher amount of the two above	Rs._____
Note (<i>in the event of the prescribed value is more than the agreed price</i>) The agreed rate is true and correct market price of the said Apartment. The stamp duty on the difference between the agreed price and the value prescribed, has been paid under protest.	

FIRST SCHEDULE

(description of the said “**Larger LAND**”)

All those pieces of lands,

Block (Survey) No.	Total acquired H.Are	Area Assessment Rs.ps.
126/1A	01.03	01.02
126/1B	01.03	01.02
126/1C	01.03	01.02
126/3A/1	00.97	01.04
126/3A/2	00.60	00.64
126/3B	01.56	01.69
Total	06.22	

situate at village Vadgaon, Taluka Maval, District Pune, within the limits of the Registration District of Pune, Sub.Registrar, Maval and ZillaParishad Pune District, Panchayat Samiti Maval.

0-0-0-0-0

SECOND SCHEDULE

(description of the said “**Project Land-4**”)

All that piece and parcel of the land admeasuring **1629.87** sq.mtrs. out of the said Larger Land described in FIRST SCHEDULE above, as shown in Orange colour and shown in **Annexure-C-2** plan annexed hereto and which is bounded as follows, that is to say:-

- On or towards the East : Survey Number 126/2
- On or towards the South : Portion of land under Project-1 and balance portion of Eagle’s Nest

On or towards the West : portion of land under Project-1 of Eagle’s Nest.
 On or towards the North : Portion of land under Project-3 of Eagle’s Nest and
 Survey No.126/2

APPENDIX

Block No.	Area H.Are	Acquir ed Area H.Are	Vendor/s	Sale Deed/ Agr Dt./Regst. N
126/1A, 126/1B, 126/1C	01.03 01.03 01.03	Entire	Sitaram Shivram Dhore & Others Chandrakant Shivram Dhore & Others Balu alias Suresh Shivram Dhore & Others Rajendra Shivram Dhore & Others	Sale Deed 12.06.2013 4533/ 2013
126/3A/1	0.97	Entire	Prakash Sagaji Dhore & Others Ashok Prabhakar Dhore & Others	Sale Deed 06.10.2012 5927/2012
126/3A/2	0.60	Entire	Popat Baburao Dhore & Others Janardan Baburao Dhore & Others Ramchdnara alias Rodba Baburao Dhore & Others Balu Manohar Dhore & Others	Sale Deed 29.09.2011 6134/2011
126/3B	01.56	Entire	Shridhar Namdeo Dhore & Others	Sale Deed 17.11.2011 7175/2011

0-0-0-0-0

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and sealed on the day month and year first hereinabove written

Naiknavare Township LLP
 by its duly Designated Partner
Hemant Dattaji Naiknavare/ Ranjit Dattaji Naiknavare

(Owner/ Promoter)		
Photograph	LHTI	Signature

Hemant Dattaji Naiknavare through Power of Attorney holder Mr. Ranjit Dattaji Naiknavare. (Owner/ Promoter)		
Photograph	LHTI	Signature

_____ _____ (Purchaser)		
Photograph	LHTI	Signature

Witnesses	Signatures

SCHEDULE 'A'

(description of the said “**Apartment**”)

All that

Residential Apartment No./Shop No.	
Carpet Area	_____ sq.mt. (_____ sq.ft.)
usable floor area of attached exclusive open Balcony	_____ sq.mt. (_____ sq.ft.)
attached usable floor area of open Terrace	_____ sq.mt. (_____ sq.ft.)
attached usable floor area of exclusive garden	_____ sq.mt. (_____ sq.ft.)
Total usable floor area	_____ sq.mt. (_____ sq.ft.)
Floor	
Building No./Name	

Which is bounded by ;

East:.....

West:.....

South.....

North.....

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

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

O-O-O-O

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

Kiran Kothadiya, Advocate

Shree Ameya, 1187/37, Shivaji Nagar, Pune: 411 005

Certificate

I have investigated the title of the Promoter to the said Larger Land as enumerated in FIRST Schedule above. .

I also caused the search to have been taken in respect of the said Larger Land. I also perused the documents of title and extracts of revenue record.

I have also seen the order permitting non-agricultural use of the said Larger Land for the purposes of residence together with the building plans, issued by the District Collector of Pune and Pune Metropolitan Regional Development plan.

On perusal of relevant documents and information, I am of the opinion that

(a) the Promoter is the owner of the said Larger Land,

(b) the said Larger Land is free and marketable,

(c) the Promoter is entitled to develop the said Land by constructing a building thereon, comprising of independent residential blocks, commonly referred to as the "ownership scheme", and to enter into this agreement to sell.

sd/-

Kiran Kothadiya

Advocate

O-O-O-O-O

ANNEXURE –B

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

ANNEXURE –C-1

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

ANNEXURE - C-2

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

ANNEXURE -D

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

ANNEXURE– E

Specifications

- 1) Structure : RCC frame structure with brick/block masonry walls/ RCC walls.
- 2) Flooring :
 - a) Living, Dining, passage, kitchen, Bedrooms, attached Balcony – designer vitrified tiles.
 - b) Toilets : Matt vitrified tiles for flooring and designer ceramic tiles for dado upto 7' height.
- 3) Kitchen : Granite kitchen platform with s.s. sink.
- 4) Toilets : Sanitary fittings, cp fittings and wall-mixer of standard make.
- 5) Electrification & Cabling :
 - a) Concealed copper wiring with modular switches
 - b) Provision of telephone point in living & master bedroom.
 - c) Provision of TV point in living room.
- 6) Doors :
 - a) Main Door – Designer laminated flush door/skin-moulded door with wooden frame.
 - b) Bedroom door – Skin-moulded with paint finish and wooden frame.
 - c) Toilet door – Skin-moulded with paint finish and wooden frame.
- 7) Windows – Powdercoated aluminium sliding windows with mosquito net.
- 8) Painting :
 - a) Internal Painting – Oil-bound distemper (OBD) paint for all walls and ceilings.
 - b) External Painting – Acrylic paint.

COMMON AMENITIES :

- 1) Impressive Entrance Gateway, security cabin and intercom facility.
- 2) Vehicle-free, large landscaped garden with jogging/walking track,
- 3) Kid's play-area,
- 4) Intercom facility for all units,

- 5) Generator back-up for common lights, lifts, pumps, Club House,
- 6) Paved Internal roads,
- 7) Sewage Treatment Plant, water-conservation by recycling for flushing & gardening,
- 8) Organic (wet) garbage converter system for recycling of waste as manure,
- 9) Rainwater harvesting-by re-charging pits and bore-wells,
- 10) Clubhouse with a multipurpose hall, gym, indoor games room, society office, conference room, swimming pool and party-lawn.

ANNEXURE –F

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

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

I say received. The Promoter/s.

CONSENT LETTER BY THE ALLOTTEE

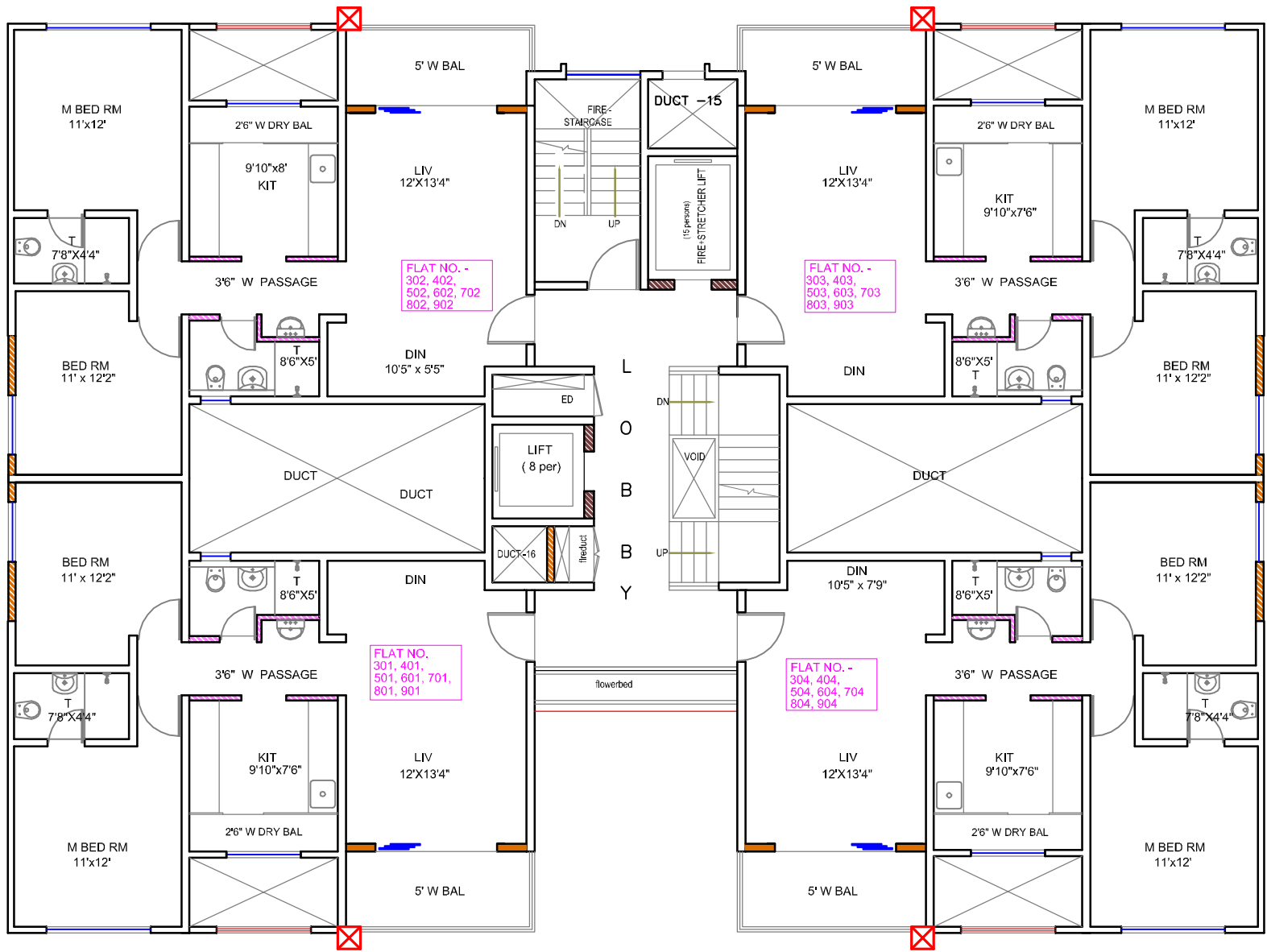
I, the Allottee herein, do hereby accord my consent for the Promoter to effect any changes, revisions, renewals, alterations, modifications, additions *et cetera* in the layout of the said larger land as shown in proposed Layout Plan Annexed hereto at Annexure-C-2 and/or building and/or structures on the said larger land and Project-4 land.

I, Allottee herein, further accord my “no objection” for the PMRDA to accordingly pass such layout/s or plans, as may be submitted by the Promoter.

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

(Allottee/S)

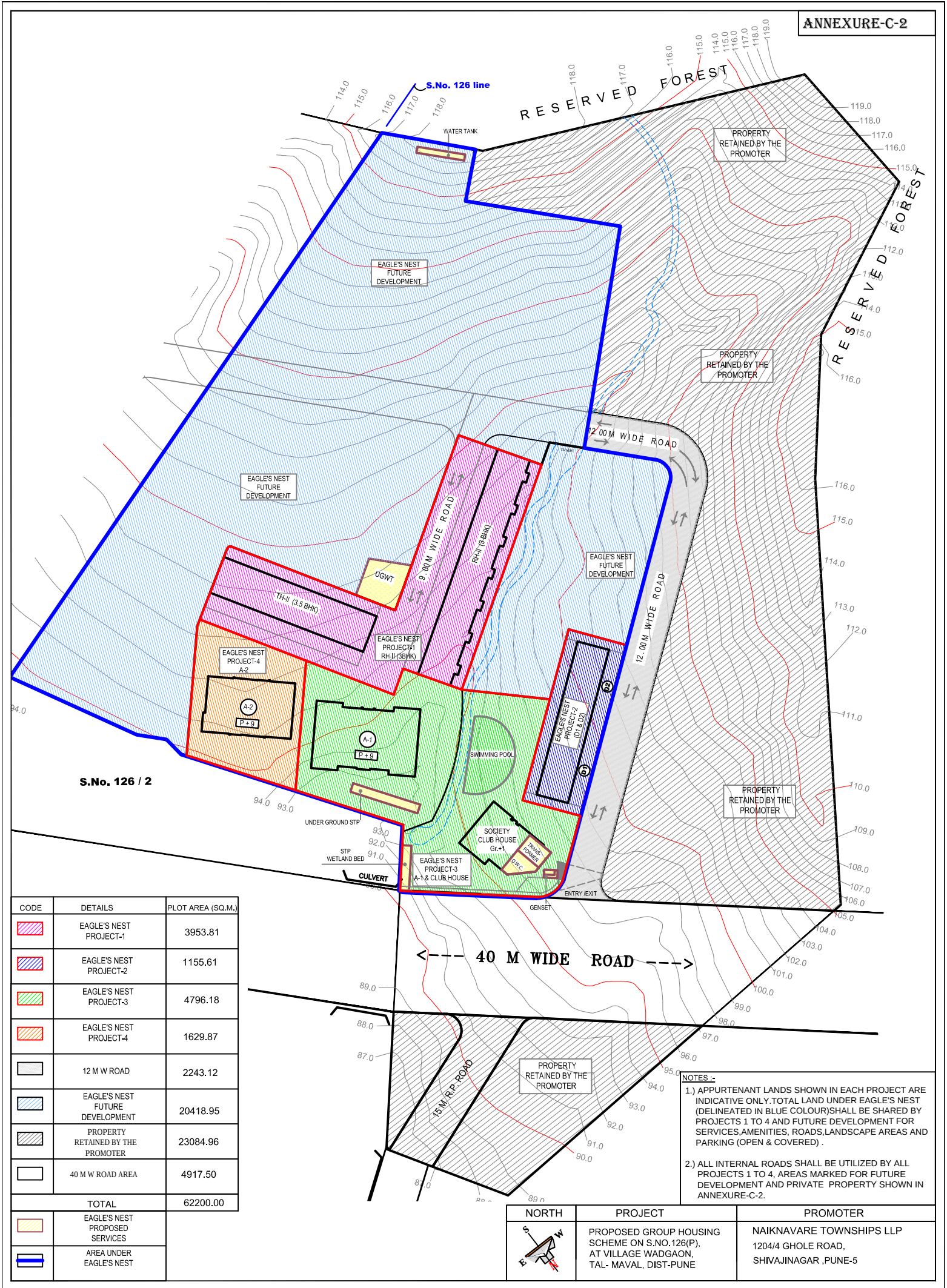
1. _____



3RD TO 9TH FLOOR
(AREA AS PER RERA CARPET)

FLAT NO.	CARPET AREA		EXCLUSIVE BALCONY AREA		TOTAL USABLE AREA	
	SQ.M	SQ.FT	SQ.M	SQ.FT	SQ.M	SQ.FT
301,302,303,304,401,402,403,404, 501,502,503,504,601,602,603,604, 701,702,703,704,801,802,803,804 901,902,903,904	70.30	756.71	5.46	58.77	75.76	815.48

(TOWER - A2)



DEED OF SALE

This Deed of Sale is executed here at Pune, on this day of month of the year, 202..

Between

NAIKNAVARE TOWNSHIP LLP, a limited liability partnership duly registered under the provisions of the Limited Liability Partnership Act, 2008 having its Registered Office at CTS 1204/4, Ghole Road, Pune-411004, by the hand of one of its Designated Partners, **Ranjit Dattaji Naiknavare and/or Hemant Dattaji Naiknavare**, 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 LLP and its successors-in-interest and assigns) of the First Part

AND

HEMANT DATTAJI NAIKNAVARE aged about 52 years, occ: business, having address at 1204/ 4, Ghole Road, Shivajinagar, Pune: 411 004 **through Power of Attorney Mr. Ranjit Dattaji Naiknavare** ...hereinafter called as the "**OWNER/ PROMOTER**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its administrators and assigns, ...of the SECOND PART,

And

..... **CO-OPERATIVE HOUSING SOCIETY LIMITED**, a tenant partnership type Co-operative housing society, registered under the Maharashtra Co-operative Societies Act, 1960, at Registration No., dated, represented by its duly authorized signatories: **Chairman;**; **PAN NO.**; **aged about Years, Occupation :**residing at and **Secretary: Mr.**; **PAN NO.**; **aged aboutyears, Occupation :** residing at hereinafter called as the "**Purchaser**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said Society, its administrators and assigns, **OF THE THIRD PART.**

- a. **WHEREAS** the Promoter has proposed to promote and develop a township in phases, on various pieces of land abutting each other, on western side of village Vadgaon of Taluka Maval, District Pune, comprising a large track of land admeasuring over "Hectare 45.00 Are", either under the Special Township Regulations dated 15.11.2005 bearing No.TPS-1804/ Pune R.P.DCR/ UD-13, issued and framed by the Government of the State of Maharashtra under section 20(4) of the Maharashtra Regional Town Planning Act, 1966, published in Maharashtra Government Gazzette dated 21.11.2005, or otherwise under other concerned statutes,
- b. **AND WHEREAS** out of the said proposed scheme, the Promoter has already purchased some pieces of the land, while the owners of some pieces have agreed to sell their pieces of land together with the rights to develop the same, and the some other pieces of land are being acquired by the Promoter,
- c. **AND WHEREAS** the Promoter has also drawn the tentative conceptual plans for development of the township, which comprises of residential houses, convenient shopping, open space, amenity space, club house, internal roads and other infrastructure,
- d. **AND WHEREAS** the Promoter has presently acquired all those pieces of land bearing, more particularly described in the **FIRST SCHEDULE** written herein (hereinafter, *collectively* referred to as the said "**LARGER LAND**"), under registered instrument of sale, as enumerated in the **APPENDIX** given hereto.The copies of 7/12 extracts of all these lands are *collectively* attached herewith as ANNEXURE-A,
- e. **AND WHEREAS** the said Larger Land is in a 'residential zone', in the Final Regional Plan of Pune Region, which came into force with effect from 10.02.1998, drawn and sanctioned by the State of Maharashtra, under the provisions of the Maharashtra Regional and Town Planning Act,1966,

- f. **AND WHEREAS** the said Larger Land being also partly located in the limits of Pune Urban Agglomeration, Pune, the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 [now repealed by the Urban Land (Ceiling and Regulation) Repeal Act, 1999, adopted by the Legislative Assembly and Legislative Council of the State of Maharashtra, *vide* their resolution dated 01.12.2007, published in the Maharashtra State Gazette (Extra-ordinary) dated 05.12.2007] are not attracted,
- g. **AND WHEREAS** the Collector of Pune, *vide* his order dated 06.09.2012 bearing No.PMA/ NA/ SR/ 721/ 2011, permitted non-agricultural use of part of the said Larger Land, for the purpose of residence under section 44 of the Maharashtra Land Revenue Code, 1966 and also sanctioned the building/s plans. The Pune Metropolitan Regional Development Authority approved and sanctioned the said layout plan *vide* its letter No.BMA/CR.No.3578/Mouje Vadgaon/S.No.126/1 and others, Dated 03.03.2016, copy of NA order is attached herewith as **ANNEXURE-B**,
- h. **AND WHEREAS** the Promoter developed the aforesaid Larger land in phase wise manner by constructing buildings, Row Houses, Town Houses which shall have common amenities for the said larger land under the larger township named as **"Eagle's Nest"**. Out of the said larger land, the land admeasuring 31954.42 sq.mt. is under the township 'Eagle's Nest' and which is more particularly delineated in blue colour in plan at **ANNEXURE-C** and more particularly described in **SECOND SCHEDULE** hereafter,

AND WHEREAS the Promoter herein also got sanctioned and approved the Building layout plans, from the PMRDA, *vide* its Commencement Certificate No. Dated; dated Dated; and revision thereof *vide* No. dated, copies of aforesaid commencement Certificates, are *collectively* annexed hereto as **Annexure-D** (1) to (.....) respectively;

AND WHEREAS the Promoter developed the aforesaid township 'Eagle's Nest' on the land admeasuring **31954.42 sq.mt.**, more particularly described in the **Schedule-I** herein (hereinafter referred to as the said **"Property"**), and construction of the building thereon, consisting of

independent units for residence and commerce, commonly known as "ownership scheme", in the name and style "**Eagle's Nest**",

AND WHEREAS the Promoter accordingly constructed buildings, comprising of independent residential blocks and Club House on the said property, by utilizing the Floor Area Ratio/Floor Space Index ("FAR/FSI"), originating from the physical area thereof, as is witnessed by the completion/occupation certificates bearing Nos. Dated,..... Dated, Dated Copies whereof are annexed hereto as **Annexure-E** (1) to (.....) respectively;

AND WHEREAS in the meanwhile, by various Agreements to sell, duly stamped and registered, as particularly enumerated in the **Annexure-F** given hereto, the Promoter and the Owner agreed to sell concerned Apartments and Shops in the said "EAGLE'S NEST" to various purchasers and on completion of the construction thereof, and receipt of the agreed price, also handed over, granted and delivered possession of such Apartments and Shops, together with attached terrace, balcony, parking spaces and such other restricted areas and facilities unto and in favour of the concerned purchasers, subject to the unsold flats,

AND WHEREAS the purchasers of the flats in the project "EAGLE'S NEST" formed themselves into a tenant co partnership type co-operative housing society, in the name and style of "**.....**" of **allbuildings**, under the Maharashtra Co-operative Societies Act, 1960, at the registrations number mentioned in the title of this instrument, being the Purchaser herein, copy of Registration Certificate thereof, is annexed hereto as "**Annexure G**"

AND WHEREAS in compliance of the terms and conditions of various instruments of agreements to sell, so also the obligations under the Real Estate (Regulation And Development) Act, 2016 the Promoter and the Owners, by this indenture of sale, assigned, transferred and otherwise absolutely conveyed the said property, together with all the buildings standing thereon, more particularly described in the Schedule I written herein (hereinafter referred to as the said "Property"), unto and in favour of the Purchaser herein, being the representative of the purchasers of the flat.

Now, this Deed of Sale witness :

- (1) The Owners and the Promoter hereby sell, assign transfer and otherwise convey absolutely, free from encumbrances and without any reservations,

the said Property (described in the Schedule I) and all their respective rights, title, interest and claims relating thereto, unto the Purchaser society, consisting of the members listed together with necessary particulars in the **Annexure H** given hereto, forever to have and to hold, for and at the price, already received by the Promoter, in full accord and satisfaction, and the Purchaser accordingly required and purchased the same, for the benefit of the members thereof, from the Owners and the Promoter.

- (2) In consideration of said sale, conveyance and otherwise transfer of the said property, by the Owners and the Promoter, of their respective rights, title and interest therein, unto the Purchaser, the members/their predecessor in title thereof, as the case may be, as listed in the Annexure-H herein, paid to the Promoter, and the Promoter accepted the amount of **Rs./- (Rs. Only)**, towards the price / consideration thereof, receipts whereof, have already been separately acknowledged in favour of the members/their predecessor in title of, as the case may be, as listed in the **Annexure H** herein,
- (3) It is agreed between the members of the Society and the Promoter under their respective agreements relating to flat that the purchaser shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/cess/charges/duties on the said flat and on the said building proportionately by the local authority or any other authority under any statute/rules/ regulations/ notifications/order/contracts from dated of completion certificate or grant of possession of the said Flat whichever, is earlier.
- (4) The Owners confirm to have already received from the Promoter, the entire agreed consideration/price under their respective instruments of Development Agreements, executed by the respective Owners in favour of the Purchaser, in full accord and satisfaction, only in respect of the portion under the said property. The price / consideration herein mentioned, hence, inter alia consist of the said development consideration already received by the Owners from the Purchaser. The Owners confirm to have directed and granted consent for the Promoter to receive the same from the members/predecessor in title thereof, as the case may be, of the Purchaser.
- (5) The Owners and the Promoter thus, hereby, confirm to have received their respective consideration for the sale, assignment, transfer and otherwise conveyance of their respective rights, title, interest and claims, relating to the said property, in full accord and satisfaction, and further that nothing is due, outstanding from and payable by the Purchaser and / or the members / predecessor in title of the members, as the case may be, as listed in the Annexure H given herein.

- (6) The Promoter granted actual and physical possession of the respective flats to the concerned member / their predecessor in title/successor thereof, on completion of the construction thereof, part or otherwise, granted by the PMRDA, in compliance to the agreement to sell the same, entered into by and between the Promoter on the first hand, the member purchaser on the second hand, and the Owners herein, on the third hand, under the and in compliance to the provisions of Real Estate (Regulation And Development) Act, 2016.
- (7) The member/their predecessor/successor in title thereof, as listed in the Annexure H, through the Purchaser herein, accordingly confirm to have accepted the same, in full accord and satisfaction.
- (8) The Owners and the Promoter confirm to have granted possession of the entire complex known as "EAGLE'S NEST", in general, comprising of the building/s, open area, common facilities, fixtures, fittings and control thereof, unto the Purchaser society, and the Purchaser society, for itself and on behalf of its member/their predecessor in title / successor thereof as listed in the Annexure H.
- (9) The Purchaser, for and on behalf of its members listed in the Annexure H given herein, declare and confirm that,
 - (a) the Promoter constructed the building/s consisting of the blocks, commonly known as "ownership scheme" as agreed to in various agreements to sell executed by the Promoter in favour of the member / their predecessor in title / successor thereof, as listed in the Annexure H given herein, so also as provided for and contemplated under the provisions of Real Estate (Regulation And Development) Act, 2016,
 - (b) neither the Purchaser nor its members have no any grievance relating to the construction of the flats, building, common area / facilities, exclusive area / facilities, fixtures, fittings and other provisions made in the complex, of any nature,
 - (c) the Purchaser and its members have accepted this conveyance unconditionally, and in full accord and satisfaction, and do hereby confirm that the Promoter and the Owners, on execution of this conveyance, stand discharged formal contractual and statutory obligation.
 - (d) The Purchaser inspected the documents supplied by the Owners and the Promoter relating to the title of the Owners and the

Promoter and the marketability of the said property and further that the Purchaser is satisfied therewith,

- (e) The Purchaser received from the Promoter all relevant documents relating to the said Property .
 - (f) The list of members, particulars of their flats and all other details given in the Annexure H herein, are true and correct, and the same is a part of this indenture.
- (10) The Owners and the Promoter declare, assure the Purchaser, and the Owners and the Promoter also covenant as follows :
- (a) The Owners and the Promoter have not done any act or omission resulting into or have neither mortgaged nor gifted nor sold nor leased nor parted possession with nor created any third party interest in or relating to or over the said property, or any part thereof, not agreed expressly or impliedly to do so.
 - (b) The said property is neither requisitioned nor acquired nor the notices thereof, have been received by the Owners and the Promoter.
 - (c) The Purchaser itself and for its members listed in the Annexure II given herein, do hereby confirm to have investigated the title of the Owners and the rights of the Promoter, so also acknowledge, receipt of all relevant documents relating to the said property from the Promoter.
 - (d) There is no impediment or obstruction of any nature either by acts of the Owners and the Promoter or under any statute, rules, regulations or orders of any courts or authorities for the Owners and the Promoter to execute this indenture, relating to the said property.
 - (e) All outgoings levied on the said property, under any statute / enactment / rules / regulations / any contract, till grant of possession of the flats to the member / their predecessor in title/successor thereof, as listed in the Annexure II given herein have been borne and paid by the Promoter. All future such outgoings / levies have been agreed to be borne by the Purchaser.
- (11) Notwithstanding anything contained anywhere in this instrument,

- (a) nothing in this instrument shall affect the rights of the Promoter to dispose of by sale or otherwise, the unsold flats to any desiring purchaser, and to execute such instruments, as may be decided and found necessary by the Promoter,
 - (b) the Promoter shall not be liable to pay the maintenance deposit and / or routine maintenance in respect of the unsold flats in the said property till actual sale thereof.
 - (c) on sale or disposal of such flats, the concerned purchaser of such unsold flats from the Promoter herein, would be obliged to pay the maintenance deposit and/or routine maintenance, lawfully levied on the concerned flat,
 - (d) the Promoter has also retained and reserved the rights to complete or permit to be completed, the construction of the flats or the scheme, remaining, if any, and/or alter, modify, change or renovate the Apartments, its construction or user, unsold or being then sold, within the period of two years,
 - (e) the person purchasing such unsold flats as its member, on written intimation by and on behalf of the Promoter to the Purchaser society, shall be deemed to have become its member,
 - (f) the Purchaser society shall in the event of para (e) above, shall only be entitled to entrance fee of Re. 1/- and share money of Rs./- each and except this amount, the Purchaser Society shall not be entitled to any other money, including transfer fees,
 - (g) except the instrument executed by the Promoter with or without the Owners herein, in favour of such purchaser of any their to before unsold flat, no other document need be executed by or amongst any of the parties hereto with such purchaser inter se or otherwise.
- (12) Subject to and except as hereinbefore mentioned and reserved,
- (a) the Owners and the Promoter do hereby transfer by assignment, sale and otherwise absolutely convey their respective rights, title, interest and claims, relating to the said property, unto the Purchaser, for the benefit of its members listed in the Annexure II given herein, with all rights, title and interest thereof.
 - (b) the Owners and the Promoter also do hereby grant, sell, assign, release, convey, assure, unto the Purchaser forever all that the said property together with all appurtenances whatsoever and also

together with all the deeds, documents, writings and other all evidence, relating to the said property and all the estate, right, title, interest, use, inheritance, lands, benefit, claim and demand whatsoever at law and in equity of the Owners and the Promoter in or upon the said property or any part thereof, to have and to hold all and singular the said property, hereby granted, conveyed and assured to the Purchaser.

- (c) The Owners and the Promoter do hereby for their respective successors, executors, administrators and assigns, covenant with the Purchaser that notwithstanding any act, deed matter or thing whatsoever by the Owners and the Promoter or any person claiming under them made, done, committed or omitted or knowingly suffered to the contrary in respect of the said property, the Owners and the Promoter have in itself good title, full power and absolute authority to grant, convey and assure the said property hereby granted, conveyed and assured to the use of the said Purchaser,
- (d) The Purchaser shall be entitled at all times hereafter peaceably and quietly to hold, enter upon, have, occupy possess and enjoy the said Property, of all the Owners and the Promoter and to receive the rents, profits, etcetera, there from without any suit, lawful eviction, interruption, claim or demand whatsoever from the Owners and the Promoter or anybody claiming under them.
- (e) The Owners and the Promoter also agree to do all such acts, deeds and things as may be required to assure full, complete and better title and to record the same accordingly in various records all the said property, unto the Purchaser forever to have and to hold.
- (f) This is the ownership scheme floated, launched and completed by the Owners and the Promoter, under the provisions of the Real Estate (Regulation And Development) Act, 2016. The Purchaser is a duly formed and registered tenant partnership type co-operative housing society, under the provisions of the Maharashtra Co-operative Societies Act, 1960. The Promoter, together with the Owners, executed the agreements to sell the concerned flat to the concerned acquirer, who is the member of the Purchaser.
- (g) At the time of execution and registration of such agreements necessary stamp duty and registration fees have been paid and borne by the concerned members of the Purchaser, on the true and correct market value of the concerned flats.

- (h) This conveyance, hence, is being executed in compliance to the provisions of Real Estate (Regulation And Development) Act, 2016, in favour of the duly formed co-operative housing society being the purchaser herein.
- (i) All expenses relating to stamp duty, registration fees and incidental expenses of this conveyance have been borne by the Purchaser exclusively.
- (j) The further transfer and record of rights on the 7/12 extracts etc and with any/or authority /agency will be entirely the responsibility of the society and the promoter has discharged his responsibility in full by any law enforce by executing this conveyance deed.

Stamp duty particulars :

- (i) The members / their predecessor of the Purchaser society, by various agreements listed in the Annexure H have agreed to purchase the concerned flats. The said agreement/s have been duly stamped and registered, either at the time of execution and registration thereof, or later on in the Amnesty scheme for payment of the stamp duty, declared by the Government of the State of Maharashtra, under section of the Maharashtra Stamp Act.
- (ii) Thus all agreements carry the necessary stamp duty, on the market price and / or the prescribed price, whichever is higher, at the time to their respective execution.
- (iii) By virtue of hence, second proviso to the Explanation I to the Article r/w provisions of Section of the Maharashtra Stamp Act, the stamp duty paid on each of said agreements, are adjusted to the duty on this conveyance.
- (iv) Total stamp duty paid on all the agreements is **Rs. /- (Rs. Only)**. Total registration charges paid on all the agreements is **Rs. /- (Rs. Only)**
- (v) This conveyance hence, is executed on Rs. 100/- Non Judicial Stamp Paper.

FIRST SCHEDULE

(description of the said "Larger LAND")

All those pieces of lands,

Block (Survey) No.	Total acquired H.Are	Area Assessment Rs.ps.
126/1A	01.03	01.02
126/1B	01.03	01.02
126/1C	01.03	01.02
126/3A/1	00.97	01.04
126/3A/2	00.60	00.64
126/3B	01.56	01.69
Total	06.22	

situate at village Vadgaon, Taluka Maval, District Pune, within the limits of the Registration District of Pune, Sub.Registrar, Maval and ZillaParishad Pune District, Panchayat Samiti Maval.

0-0-0-0-0

SECOND SCHEDULE

(description of the land under township 'Eagles Nest')

All that piece and parcel of the land admeasuring 31954.42 sq.mtrs. out of the said Larger Land described in the FIRST SCHEDULE above and delineated in blue colour in the attached Plan at **Annexure-C** and which is bounded as follows, that is to say:-

- On or towards the East : Survey Number 126/2
- On or towards the South :
- On or towards the West : Reserved Forest land.
- On or towards the North : 12m wide Road and 40 m wide road

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

Together with following buildings constructed thereon known as “EAGLE’S NEST”

- Building ‘A-1’ consisting of consisting residential Apartments
- Building ‘A-2’ consisting of consisting residential Apartments
- Row Houses Building ‘.....’ consisting of consisting residential Apartments
- Town Houses ‘.....’ consisting of consisting residential Apartments
- together with fixtures, fittings, MSEB meter for the members/purchasers in their respective flats.
- And together with common areas/facilities, MSEB meter, fixtures such as electric pump set, generator set,Organic waste converter, Club House,
- And together with easements, appurtenances, ingress, egress pathways,

And together with incidental, consequential and other ancillary rights thereto.

0-0-0-0-0

In witness whereof, the parties hereto have signed, sealed and delivered to each this Deed of Sale on the date and at the place herein before first mentioned.

SIGNED AND DELIVERED BY THE WITHIN NAMED

NAIKNAVARE TOWNSHIP LLP represented by its designated Partners HEMANT DATTAJI NAIKNAVARE, OR RANJIT DATTAJI NAIKNAVARE	
Photograph	Signature

THE PROMOTER	

HEMANT DATTAJI NAIKNAVARE	
Photograph	Signature
"THE OWNER"	

Duly authorized signatories of the Purchaser society, Chairman Mr.	
Passport size photograph	Thumb Impression
Purchaser	

Duly authorized signatories of the Purchaser society, Secretary Mr.	
Passport size photograph	Thumb Impression

Purchaser	
WITNESSES :	
1. 1.Sign :- 2. 3. 2. Name :- 4. 3. Address :-	1. Sign :- 2. Name :- 3. Address :-

Annexure – A
7/12 Extracts

Annexure . B
7/12 Extract

Annexure – C
Layout Plan

Annexure – D

Building layout and its Commencement Certificates

Annexure – F
Completion Certificates

Annexure – G
Society Registration Certificates

Annexure – H

Particulars of Flats, Purchasers, Agreements, Stamp Duty, and
Registration Details, Resell Flat Particulars

0-0-0-0-0

