# **AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE	of immovable property	made and
executed at Pimpri Chinchwad on this	day of	in the year
2019.		

#### **BETWEEN**

## M/s. NARAYANI BUILDCON

Office at – Datta Shanti, Netaji Nagar, Pimple Gurav, Navi Sangvi, Pune 411061

PAN - AAPFN 0734 M

# Through its Partners

## 1. MR. SANTOSH MARIBA BAGADI

Age: 39 Years, Occ.: Business

PAN - AHOPB3432A

AADHAAR - 929671351997

# 2. MR. KIRAN MOHAN LANDGE

Age: 36 Years, Occ.: Business

PAN - ACIPL9592N

AADHAAR - 494141013996

Hereinafter referred to as the "**PROMOTERS / DEVELOPERS**" (Which expression shall unless it be repugnant to the context or meaning thereof

mean and include the said Partnership firm and the partners of the said
firms, their executors and assignees)
PARTY OF THE FIRST PART.

(2)	
AND	
1. MR	
Age : Years, Occupation:	
( PAN - )	
o MDC	
<b>2. MRS.</b> Age : Years, Occupation:	
( PAN -	
Address of the Purchaser :	

to mean and include the Purchaser, their successors and permitted

assignees alone so far as the obligations on the part of the Promoters concerned.

.....PARTY OF THE SECOND PART.

(3)

#### AND

## Mr. Mohan Sonajirao Rajapure & others

## Through their Power of Attorney Holder

## M/s. NARAYANI BUILDCON

Office at – Datta Shanti, Netaji Nagar, Pimple Gurav, Navi Sangvi, Pune 411061

PAN - AAPFN 0734 M

# Through its Partners

## 1. MR. SANTOSH MARIBA BAGADI

Age: 39 Years, Occ.: Business

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## 2. MR. KIRAN MOHAN LANDGE

Age: 36 Years, Occ.: Business

PAN - ACIPL9592N

AADHAAR - 494141013996

Hereinafter referred to as the "CONSENTING PARTY / OWNERS" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include the said Partnership firm and the partners of the said firms, their executors and assignees)

.....PARTY OF THE THIRD PART.

All that piece and parcel property bearing **Gat No. 752**, area admeasuring 05 H. 50 R + 00. H. 08 R Potkharaba, out of which total area 05 H. 58 R, out of which the land is particularly mentioned hereunder:

a) Area admeasuring 6000 sq. ft. i.e. 557.62 sq. mtrs out of the property of Mr. Mohan Sonajirao Rajpure.

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- b) Area admeasuring 94.42 sq. mtrs out of the property of Mr. Pravin Murlidhar Lohar.
- c) Area admeasuring 138.84 sq. mtrs out of the property of Mr. Shyamrao Rambhau Kolte.
- d) Area admeasuring 92.56 sq. mtrs out of the property of Mrs. Laxmi Anilrao Taval.
- e) Area admeasuring 138.84 sq. mtrs out of the property of Mr. Kareem Wazir Mulla.
- f) Area admeasuring 557.62 sq. mtrs of the property of Mrs. Kamal Srikant Gavde.

All the above said property consist of total 1579.90 sq. mtrs. situated at **Village Chikhali**, Taluka Haveli, Dist – Pune and within the local limits of Pimpri Chinchwad Municipal Corporation Pune and within the jurisdiction of Sub – Registrar Haveli and is bounded as under:-

On or towards East :- By property of Mrs. Gavhane.

On or towards South :- By Road admeasuring 20 Feet width.

On or towards West :- By DP Road.

On or towards North :- By property of M/s. Siddhivinayak

Developers and property of Mr. Londhe.

Herein after called as said Property

That the property mentioned above under column a) i.e. 6000 sq. ft. i.e. 557.62 sq. mtrs. was originally owned and possessed by Mr. Rajendra Ferumal Makhaji and Mr. Kishor Gopaldas Wadhwani.

That Mr. Rajendra Ferumal Makhaji and Mr. Kishor Gopaldas Wadhwani sold the said property in favour of Mr. Mohan Sonajirao Rajpure in the way of Sale Deed which was duly registered in the Office of Sub-Registrar, Haveli No. 18, Pune vide Document No. 252/2010 Dt. – 07/01/2010.

(5)

That the name of Mr. Mohan Sonajirao Rajpure entered into the 7/12 Extract and he became the absolute owner of the said property.

Thereafter Mr. Mohan Sonajirao Rajpure made and executed a Development Agreement and Power of attorney in favour of "M/s. Kala Icon" through its partners 1. M/s. Sitaram group, 2. Kala Interiors and 3. Mrs. Kamal Srikant Gavde with the consent of Mrs. Anita Mohan Rajpure. The said Development Agreement and Power of Attorney was duly registered in the Office of Sub-Registrar, Haveli No. 18, Pune vide Document No. 3366/2013 and 3367/2013 respectively on 17/04/2013.

That the property mentioned above under column b) i.e. 94.42 sq. mtrs was originally owned and possessed by Mr. Sadashiv Bhila Choudhry.

That Mr. Sadashiv Bhila Choudhry sold the said property in favour of Mr. Pravin Murlidhar Lohar through his power of attorney Mr. Vijay Ramchandra Kalje in the way of Sale Deed which was duly registered in the Office of Sub-Registrar, Haveli No. 18, Pune vide Document No. 10103/2012 Dt.-08/11/2012.

That the name of Mr. Pravin Murlidhar Lohar entered into the 7/12 Extract and he became the absolute owner of the above property.

Thereafter Mr. Pravin Murlidhar Lohar executed a Development Agreement and Power of attorney in favour of "M/s. Kala Icon" through its partners 1. M/s. Sitaram group, 2. M/s. Kala Interiors and 3. Mrs. Kamal Srikant Gavde which was duly registered in the Office of Sub-Registrar, Haveli No. 18, Pune vide Document No. 2007/2013 and 2008/2013 respectively on 07/03/2013.

That the property mentioned above under column c) i.e. 138.84 sq. mtrs was originally owned and possessed by Mr. Sadashiv Bhila Choudhry.

That Mr. Sadashiv Bhila Choudhry sold the said property in favour of Mr. Shymrao Rambhau Kolte through his power of attorney Mr. Shymrao Rambhau Kolte himself in the way of Sale Deed which was duly registered in the Office of Sub-Registrar, Haveli No. 18, Pune vide Document No. 9864/2012 Dt.-02/11/2012.

Thereafter Mr. Syamrao Rambhau Kolte executed a Development Agreement and Power of attorney in favour of "M/s. Kala Icon" through its partners 1. M/s. Sitaram group, 2. M/s. Kala Interiors and 3. Mrs. Kamal Srikant Gavde which was duly registered in the Office of Sub-Registrar, Haveli No. 18, Pune vide Document No. 2041/2013 and 2042/2013 respectively on 08/03/2013.

That the property mentioned above under column d) i.e. 92.56 sq. mtrs was originally owned and possessed by Mr. Sadashiv Bhila Choudhry.

That Mr. Sadashiv Bhila Choudhry sold the said property in favour of Mrs. Laxmi Anilrao Taval through his power of attorney Mrs. Laxmi Anilrao Taval herself in the way of Sale Deed which was duly registered in the Office of Sub-Registrar, Haveli No. 18, Pune vide Document No. 9867/2012 Dt.-02/11/2012.

That the name of Mrs. Laxmi Anilrao Taval entered into the 7/12 Extract and she became the absolute owner of the said property.

That Mrs. Laxmi Anilrao Taval executed a Development Agreement and Power of attorney in favour of "M/s. "Kala Icon" through its partners 1. M/s. Sitaram group, 2. M/s. Kala Interiors and 3. Mrs. Kamal Srikant Gavde which was duly registered in the Office of Sub-Registrar, Haveli

N 10 D 11 D 12 N 2005 (0010 10000 (0010 11 1
No. 18, Pune vide Document No. 2005/2013 and 2006/2013 respectively
on 07/03/2013.

That the property mentioned above under column e) i.e. 138.64 sq. mtrs was originally owned and possessed by Mr. Sadashiv Bhila Choudhry.

That sold the said property in favour of Mr. Kareem Wazir Mulla through his power of attorney Mr. Kareem Wazir Mulla himself in the way of Sale Deed which was duly registered in the Office of Sub-Registrar, Haveli No. 18, Pune vide Document No. 9866/2012 Dt.-02/11/2012.

That the name of Mr. Kareem Wazir Mulla entered into the 7/12 Extract and he became the absolute owner of the above property.

Thereafter Mr. Kareem Wazir Mulla executed a Development Agreement and Power of attorney in favour of "M/s. Kala Icon" through its partners 1. M/s. Sitaram group through Mr. Amit Sopan Landge, 2. M/s. Kala Interiors and 3. Mrs. Kamal Srikant Gavde which was duly registered in the Office of Sub-Registrar, Haveli No. 18, Pune vide Document No. 2009/2013 and 2010/2013 respectively on 07/03/2013.

That the property mentioned above under column f) i.e. 557.62 sq. mtrs was originally owned and possessed by Mr. Maruti Kondaji More, Mr. Nivrutti Kondaji More and Vithal Kondaji More.

That Mr. Maruti Kondaji More Mr. Nivrutti Kondaji More and Vithal Kondaji More sold the said property in favour of Mrs. Kamal Srikant Gavde in the way of Sale Deed which was duly registered in the Office of Sub-Registrar, Haveli No. 8 Pune vide Document No. 648/1998 Dt.- 05/02/1998.

21. That Mr. Maruti Kondaji More, Mr. Nivrutti Kondaji More and

Vithal Kondaji More executed a Power of attorney in favour of (A) "M/s. Sitaram Group" through its partners 1. Mr. Amit Sopanrao Landge, 2. Mr. Gorakh Yashwant Gavhane 3. Mr. Ashish Sopanrao

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Landge and (B) "M/s. Kala Interiors" through its partners 1. Mrs. Hemlata Amit Landge, 2. Mrs. Kamal Srikant Gavde which was duly registered in the Office of Sub-Registrar, Haveli No. 14, Pune vide Document No. 8232/2013 on 29/10/2013.

That Pimpri Chinchwad Municipal Corporation has issued the Commencement Certificate vide No. BP/Chikhali/73/2018 dt. 30.07.2018.

That Tehsildar, Pimpri Chinchwad New town development Authority has issued NA Order vide No. Zamin/NA/SR/483/2018 dt. 16.11.2018.

That Deputy Commissioner Pimpri Chinchwad Municipal Corporation has issued Sanction Plan vide letter No. BP/Chikhali/73/2018 dated 30.07.2018.

That 1. Mr. Mohan Sonajirao Rajpure, Mr. Pravin Murlidhar Lohar, Mr. Shymrao Rambhau Kolte, Mrs. Laxmi Anilrao Taval, Mr. Kareem Wazir Mulla, Mrs. Kamal Srikant Gavde, 2. M/s. Kala Icon through its partners M/s. Sitaram Group through Mr. Amit Sopanrao Landge, M/s. Kala Interiors through Mrs. Hemlata Amit Landge, Mrs. Kamal Srikant Gavde, 3. M/s. Sitaram group through its partners Mr. Amit Sopanrao Landge, Mr. Gorakh Yashwant Gavhane, Mr. Ashish Sopanrao Landge, M/s. Kala Interiors through Mrs. Hemlata Amit Landge, Mrs. Kamal Srikant Gavde executed a Development Agreement

and Power of attorney in favour of "M/s. Narayani Buildcon" through its partners Mr. Santosh Mariba Bagadi, Mr. Suresh Bajirao Pol, and Mr. Kiran Mohan Landge which was duly registered in the Office of Sub-Registrar, Haveli No. 18, Pune vide Document No. 8179/2018 and 8180/2018 respectively on 26/06/2018.

That the said property is situated in Residential Zone as per the Zone Certificate.

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That the said property is free from any kind of encumbrance.

That "M/s. Narayani Buildcon" possesses the Development Rights with respect to the said property.

And the said property/land are in possession of the above Promoters /Developers as an purchased property which is more particularly described in Schedule I hereunder written.

Hereafter for the sake of brevity called as "the subject land" or as "the said property" as the context may require or permit.

AND WHEREAS The Developer / Promoters Shree Construction is an undertaking developing & constructing a Housing Project "2 ELITE", to be developed on said Property.

AND WHEREAS to observe the rules / regulations of the plan approving authority, to commence & complete the housing project "2 ELITE" and whereas as part of the said housing project, the Developers prepared a plan of the Flat / Shops which is sanctioned by

Pimpri Chinchwad Municipal Corporation. vide their Commencement certificate No. BP/Chikhali/35/2019 on Dt.- 26/03/2019.

AND WHEREAS by virtue of the said Sale Deed the Promoters /Developer have a exclusive rights to develop to construct and to sale the said property land / construction on Gat No. 752 P Situated at Village CHIKHALI, Tal. Haveli, Dist. Pune ...

AND WHEREAS the Promoters s has decided to develop the said Land by constructing an ownership flats, a scheme in the name of "2 ELITE".

AND WHEREAS the Promoters herein has appointed **Milind Saraf** as their Architects and M/s. **3D Prime Designers** as their

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Structural Engineers and accepted the professional supervision of Architects and the Structural Engineers till the completion of the buildings but the Promoters herein have reserved the right to change such Architects and Structural Engineers before the completion of the buildings if Promoters so decide.

AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof) \_\_\_\_\_ having units / flats.

AND WHEREAS the Allottee is offered an Apartment / Flat number
on the floor, ( herein after referred to as the said "Flat /
Apartment") in the wing of the Building called 2 ELITE
herein after referred to as the said "Building") being constructed on
the said project, by the Promoter.

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

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney 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

(11)

land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **M/s Milind Saraf** 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 there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment / Flat No. ........ on .......floor in \_\_\_\_ wing situated in the building 2 ELITE constructed on the said Property,

AND WHEREAS the carpet area of the said Apartment is 
\_\_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the 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 appe	aring hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee <b>has</b>
paid to the Promoter a sum of Rs (Rupees
only), being part payment of the sale consideration of the Apartment
agreed to be sold by the Promoter to the Allottee as advance payment or
Application Fee (the payment and receipt whereof the Promoter both
hereby admit and acknowledge) and the Allottee has agreed to pay to the
Promoter the balance of the sale consideration in the manner hereinafter
appearing.
AND WHEREAS, the Promoter has registered the Project under the
provisions of the Real Estate (Regulation & Redevelopment) Act, 2016
with the Real Estate Regulatory Authority at Maha Rera ref no.
·
AND WHEREAS, under section 13 of the said Act the Promoter is
required to execute a written Agreement for sale of said Apartment with
the Allottee, being in fact these presents and also to register said
Agreement under the Registration Act, 1908.
In accordance with the terms and conditions set out in this Agreement
and as mutually agreed upon by and between the Parties, the Promoter
hereby agrees to sell and the Allottee hereby agrees to purchase the
(Apartment/Plot) and the garage/covered parking(if applicable)
NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS
FOLLOWS:-
1. The Promoter shall construct the said building/s consisting of
Parking + Floor on the project land in

accordance with the plans, designs and specifications as 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 any alteration or
addition required by any Government authorities or due to change in
law.
1.a (i) The Allottee hereby agrees to purchase from the Promoter
and the Promoter hereby agrees to sell to the Allottee <b>Apartment</b> /
Flat No on Floor of the type of carpet
area admeasuring sq. metres in the building
wing (hereinafter referred to as "the Apartment") as shown in the Floor
plan thereof hereto annexed Annexure C for the consideration of <b>Rs.</b>
including Rs being the proportionate price
of the common areas and facilities appurtenant to the premises, the
nature, extent and description of the common areas and facilities which
are more particularly described in the Second Schedule annexed
herewith. (the price of the Apartment including the proportionate price of
the common areas and facilities and parking spaces should be shown
separately).
(ii) The Allottee hereby agrees to purchase from the Promoter and
the Promoter hereby agrees to sell to the Allottee covered parking
spaces on Floor being constructed in the layout for the
consideration of <b>Rs.</b> /- (including in total
consideration amount).
1(c) The Allottee has paid on or before execution of this agreement a

sum of **Rs \_\_\_\_\_\_\_ only)** as

advance payment or application fee and hereby agrees to pay to that

Promoter the balance amount of Rs ...... (Rupees

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in the following manner :-	

Sr.	Perce	Particulars
no.	ntage	
1		At the time of Booking/Application
2	10%	Before Execution of Agreement (less Rs. 1,00,000/-)
3	20%	Upon Execution of Agreement
4	15%	On Completion of Plinth
5	5%	On Completion of 1 <sup>st</sup> Slab
6	5%	On Completion of 2 <sup>nd</sup> Slab
7	5%	On Completion of 3 <sup>rd</sup> Slab
8	5%	On Completion of 4 <sup>th</sup> Slab
9	5%	On Completion of 5 <sup>th</sup> Slab
10	5%	On completion of RCC of the staircases, lift wells, lobbies upto the floor level of the said Apartment.
11	5%	On completion of the walls, internal plaster, of the said Apartment.
12	5%	On completion of the external plaster, elevation, terraces with waterproofing, of the building
13	5%	On completion of the floorings
14	5%	On completion of doors and windows, Sanitary fittings, external plumbing, lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas
15	5%	Possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate
Total	100%	

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @8% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(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

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annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/ podiums /floors in case of multi-storied building /wing.

- 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 [Apartment/Plot] 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").

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- 3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **1579.90** square meters only and Promoter has planned to utilize Floor Space Index of **995.66** 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 \_\_\_\_\_\_ proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing

over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter. Without prejudice to the right of promoter to charge interest in 4.2terms 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 three defaults of payment of instalments, the Promoter shall 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 at the address provided by the allottee and 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 (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

- 5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
- 6. The Promoter shall give possession of the Apartment to the Allottee on or before. \_\_\_\_\_\_\_. 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 -

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- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 7.1 Procedure for taking possession The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to 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. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 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/Plot]: Upon

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

7.4 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

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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.

- 8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of \*residence/office/show-room/shop/godown for carrying on any industry or business.(\*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
- 9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known 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 or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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

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- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, 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 and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 2/- per sq. ft. carpet per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

- (i) Rs. 2000/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body (including in total consideration)
- (ii) Rs. 15,000/- for formation and registration of the Society or Limited Company/Federation/ Apex body. (including in total consideration)
- (iii) Rs. 1000/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (iv) Rs. 1,00,000/- For Electric meter, and other utility and services connection charges & Sub Station provided in Layout (including in total consideration).
- 11. The Allottee shall pay to the Promoter a sum of Rs. 5000/- 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, or Limited Company, or Apex Body or Federation 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 or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and

registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

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- 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; a declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by

following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected:

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- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees:
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order,

notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

- 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

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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

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thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any

portion of the project land and the building in which the Apartment is situated.

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

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

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- 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 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.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited 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 said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 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 Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

#### 17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the \*[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/plot].

# 18. 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.

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#### 19. 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.

#### 20. RIGHT TO AMEND

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

# 21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

## 22. 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.

23. 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 (31)

common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

## 24. 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.

#### 25. 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 Pune.

26. 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.

27. 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:

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## **Name of Allottee**

\_\_\_\_\_Name of Allottee

\_(Allottee's Address) Notified Email ID:\_

# Name of Developers / Promoters

# M/s. NARAYANI BUILDCON

Office at – Datta Shanti, Netaji Nagar,

Pimple Gurav, Navi Sangvi, Pune 411061

Through its Partners

- 1. MR. SANTOSH MARIBA BAGADI
- 2. MR. KIRAN MOHAN LANDGE

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.

#### 28. 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.

- 29. Stamp Duty and Registration: The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
- 30. 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 Maha Rera Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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## 31. 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 Pune courts will have the jurisdiction for this Agreement

# <u>SCHEDULE - I</u> <u>DESCRIPTION OF PROPERTY</u>

All that piece and parcel property bearing **Gat No. 752**, area admeasuring 05 H. 50 R + 00. H. 08 R Potkharaba, out of which total

area 05 H. 58 R, out of which the land is particularly mentioned hereunder:

- a) Area admeasuring 6000 sq. ft. i.e. 557.62 sq. mtrs out of the property of Mr. Mohan Sonajirao Rajpure.
- b) Area admeasuring 94.42 sq. mtrs out of the property of Mr. Pravin Murlidhar Lohar.
- c) Area admeasuring 138.84 sq. mtrs out of the property of Mr. Shyamrao Rambhau Kolte.
- d) Area admeasuring 92.56 sq. mtrs out of the property of Mrs. Laxmi Anilrao Taval.
- e) Area admeasuring 138.84 sq. mtrs out of the property of Mr. Kareem Wazir Mulla.
- f) Area admeasuring 557.62 sq. mtrs of the property of Mrs. Kamal Srikant Gavde.

All the above said property consist of total 1579.90 sq. mtrs. situated at **Village Chikhali**, Taluka Haveli, Dist – Pune and within the local limits of Pimpri Chinchwad Municipal Corporation Pune and within the jurisdiction of Sub – Registrar Haveli and is bounded as under:-

On or towards East :- By property of Mrs. Gavhane.

On or towards South :- By Road admeasuring 20 Feet width.

On or towards West :- By DP Road.

On or towards North :- By property of M/s. Siddhivinayak

Developers and property of Mr. Londhe.

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## DETAILS OF THE UNIT / FLAT

riat no	•	
Floor	:	FLOOR

TOTAL NIA

Carpet area : \_\_\_\_\_ Sq. Mtrs.

_			
	Balcony area	:	Sq. Mtrs.
	Terrace area	:	Sq. Mtrs.
	Building No	:	""
	Parking	:	
	Project Name	:	2 ELITE

## **SCHEDULE - II**

## **COMMON AREAS AND FACILITIES**

## (a) **COMMON AREAS**

- 1. The land under the buildings
- 2. The footings, RCC structures and main walls of the buildings
- 3. staircase columns and lift as with lift room in the building/s
- 4. common sulage/drainage, water, electrical lines
- 5. common ground water storage tank and overhead tank
- 6. Electrical meters, wiring connected to common lights, pumps.
- 7. top terrace

## (b) <u>LIMITED COMMON AREAS AND FACILITIES:</u>

- 1. Partition walls between the two units shall be limited common property of the said two units.
- 2. The parking areas under stilts/ marginal open spaces/ podium/ basements and portions thereof may be allotted for exclusive use of the specific flat by the Promoters as per his discretion or retained by him
- 3. Other exclusive and limited common area and facilities as mentioned in the agreement.
- 4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
- 5. land around building and open areas

IN WITNESS WHEREOF the parties hereto	have here unto set and
subscribed their respective hands and seals	on the day, month and the
years herein above written.	
Signed, sealed and delivered by	)
The within named Developers/Promoters	)
M/s. NARAYANI BUILDCON	)
Through its Partners	)
	)
1. MR. SANTOSH MARIBA BAGADI	)
	)
	)
	)
2. MR. KIRAN MOHAN LANDGE	)
	,
Signed, sealed and delivered by	)
the within named <b>Purchaser/s</b> ,	)
	)
1.MR	)
0.3570	
2.MRS	)
Signed, sealed and delivered by	)
The within named Owners/Consenting Party	)
Mr. Mohan Sonajirao Rajapure & others	)
Through their Power of Attorney Holder	)

M/s. NARAYANI BUILDCON	)	
Through its Partners	)	
	)	

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1. MR. SANTOSH MARIBA BAGADI  2. MR. KIRAN MOHAN LANDGE	)
In the presence of:	
1.	
Signature	
Name	
Address	
2.	
Signature	
Name	
Address	

D:/= Narayani Buildcon = Rera - flat draft 2Elite

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#### **SPECIFICATION**

#### Structure

\* Earthquake resistant R.C.C. framed structure

#### **Brickwork and Plaster**

- \* 6" external & 4" internal brickwork
- \* Neeru finish internal plaster & sand faced external plaster

#### **Doors**

- \* Teak wood door frame with lamination sheet for main door
- \* Marble frame with fiber door for w/c & bath
- \* M.S. frame / sal wood frame with good quality flush door for bed, balcony and terrace

#### **Windows**

- \* 3 track powder coated aluminum window with figure glass
- \* Safety grills with paint for all window
- \* Marble window sill base for all windows

#### Tiles

- \* 24" x 24" vitrified tiles in all rooms
- \* Dado up to lintel level in kitchen from platform level
- \* Dado up to lintel level wash basin
- \* Dado up to lintel level in bathroom
- \* Dado up to 4ft level in w/c
- \* Antiskid floors tiles in w/c & bathroom
- \* Checkered tiles in parking & concrete for side margin

# **Electrical**

- \* Concealed writing with good quality switches
- \* T.V. & telephone point in living room
- \* Provision for exhaust fan in kitchen

## **Plumbing**

- \* Concealed plumbing inside flats with good quality C.P.fitting
- \* Hot & cold mixing unit in toilet

## **Painting**

- \* Internal wall : dry distemper
- \* External wall : Cement paint

* Letter boy with name plate for each flat				
* Let	ter box with name plate for each flat			
	ple parking for all flats			
* Go	od Quality lift with Battery Backup			
	******			

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#### ANNEXURE -A

## Search Report

(as per attached)

## ANNEXURE -B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

#### ANNEXURE -C

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

## ANNEXURE -D

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

## ANNEXURE – E

(Specification and amenities for the Apartment)

(mentioned on Page No. 33)

## ANNEXURE -F

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

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