

Letter of Allotment

NYATI BUILDERS PRIVATE LIMITED

DATE:

To,
SHRI./SMT. _____,
_____.

Dear Sir / Madam,

- 1) We are the Promoters of a project called "**NYATI ETHOS I - A1 – PART**" to be constructed by us as part of the Housing Project known as "**NYATI ETHOS I**" constructed on a portion admeasuring 12707 sq. mtrs. ("said Land") out of the contiguous block of land admeasuring 16150 sq. mtrs. presently bearing Survey No.21/1A+1B+3A/1+3A/2+3A/3+3A/4, situate, lying and being at Village Undri within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Village Undri.
- 2) We have applied for and received Registration (bearing No. _____ dated _____) for the said Project "**NYATI ETHOS I - A1 – PART**" from the Maharashtra Real Estate Regulatory Authority under the provisions of the Section 3 of the Real Estate (Regulation and Development) Act, 2016 ("RERA").
- 3) Pursuant to discussions by and between Ourselves and Yourself, we have provisionally agreed to allot to you the Residential Flat bearing No. _____ admeasuring _____ sq. mtrs. carpet area to be situate on the _____ floor of the said Building No. "**A1**" of the said Project "**NYATI ETHOS I - A1 – PART**" to be constructed by us as part of the Housing Project known as "**NYATI ETHOS I**" constructed by us on said Land, together with the Enclosed Balcony/ies having an area of _____ sq. mtrs. appurtenant thereto and together with a Dry Balcony having an area of _____ sq. mtrs. appurtenant thereto and further together with the exclusive right of user of the Open Terrace at eye-level having an area of _____ sq. mtrs. appurtenant thereto, and FURTHER TOGETHER with the exclusive right of user of _____ Covered Car Parking Space/s bearing No/s. _____ situate under the stilt of/adjacent to the said Building of the said Project "**NYATI ETHOS I - A1 - PART**" at or for the mutually agreed lump-sum

consideration of Rs. _____/- (Rupees _____ Only) which amount is exclusive of Stamp Duty, Registration Charges, Central Goods and Services Tax and State Goods and Services Tax, common area maintenance charges, Society Deposits and other charges etc.

- 4) The said Flat shall be constructed as per the specifications and Amenities which are set out in the **Annexure "A"** hereto annexed, and the Common Areas, Amenities and Facilities which shall also be available for the said Project "**NYATI ETHOS I - A1 - PART**" are also set out in the said **Annexure "A"** hereto annexed.
- 5) The said agreed lump-sum consideration amount to be paid by you to us are set out in the **Annexure "B"** hereto annexed and common area maintenance charges, Society Deposits and other charges etc. to be paid by you are set out in the Pro-forma Agreement for Sale.
- 6) The sale of the said Residential Flat with its appurtenances by us to you will be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations framed thereunder and the sale of the said Flat shall also be subject to and on the terms of the pro-forma Agreement for Sale being employed by us for sale of Flats/Units in the said Project, which include the terms and conditions set out in **Annexure "C"** hereto annexed. Such pro-forma Agreement for Sale has been uploaded by us on our Profile Page in the Website of the Maharashtra Real Estate Regulatory Authority and you have also perused and approved the same.
- 7) Issuance of this letter by us in your favour does not create a binding obligation in respect of the said Flat by and between us until, firstly, you come forward and sign and deliver to us the Agreement to Sale with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of this letter and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the us, failing which such provisional allotment of the said Flat in your favour shall ipso-facto stand cancelled, and in such event, the application money paid by you shall be returned to you by us within a period of 15 Working days from the date of such cancellation without any interest or compensation after deducting therefrom Cancellation Charges of Rs. 25000/- (Rupees Twenty Five Thousand Only) and you shall have no claim or grievance against us.

8) Kindly sign a copy of this Letter and return the same to us in token of your having confirmed the contents hereof.

Yours Sincerely,
NYATI BUILDERS PRIVATE LIMITED

Authorised Signatory

I/We hereby agree and confirm the contents of this letter and the annexures thereto.

ANNEXURE "A"

(Specifications & Amenities of the said Unit and the said Building and Common Areas and Facilities available for the said Project)

1) STRUCTURE, MASONARY WALLS & PLASTER/PAINTS

- a) RCC Framed Structure.
- b) Masonary Walls in AAC Blocks.
- c) External wall with Sand Faced Plaster with Acrylic Paint. Paint Brand – Asian/Dulux/Berger/New world Paints/Jotun/Dr.Fixit.
- d) Internal walls & Ceiling – Gypsum finished walls & Putty finished Ceiling

2) FLOORING & DADO

- a) 600 X 600 MM Vitrified tiles for flooring with skirting for Living/Passage, Kitchen, Bed rooms. Brand – Zealtop/Kajaria/Somany/Asian/Nitco
- b) Matt finish Ceramic flooring in toilets and Terraces. Brand – Kajaria/Somany/Nitco/Asian
- c) Coloured glazed Ceramic tile dado up to 2.1m Brand- Kajaria/Somany/Nitco/Asian

3) KITCHEN

- a) Granite top kitchen platform, with S.S. Sink & Ceramic Glazed tile dado up to 1.2m above platform. – Tile Brand- Kajaria/Somany/Nitco/Asian : SS Sink Brand – Franky/Nirali.
- b) Piped gas outlet.

4) TOILETS

- a) CPVC Concealed plumbing with Hot and Cold arrangement. Brand – Finolex/AjayFlowGuard/Prince/Supreme
- b) C P fittings. Brand- Jaguar/Grohe/Isenberg/Kohler
- c) Sanitary Wares. Brand – RAK/Hindware/Jaguar/Kohler
- d) Solar Water Heating System for Master Toilet only.

5) ELECTRIFICATION & CABLING

- a) Concealed copper wiring with modular switches in all flats. Brand for Electrical Switches - Legrand/Schneider/Anchor : Electrical Wiring – Polycab/Finolex/R.R.Kabel/Havells
- b) Provision for telephone point in Hall & all Rooms.
- c) TV point in hall and all rooms.
- d) Electrical points for AC in all Rooms.
- e) Electrical Points for washing machine, water purifier and fridge.
- f) Generator back-up for entire flat **EXCLUDING** 15 amp Electrical points.

6) DOORS

- a) Main Door Frame – Wooden -Red Meranti
- b) Main Door Shutter - Both side Veneer main door shutter with accessories.
- c) Bedroom Frame & Doors - Skin door shutters with Red Meranti door frame.
- d) Toilet Doors - Skin door shutters with Granite door frame.
- e) Eye Level Terrace Door - 3 Tracks Aluminium powder coated sliding Doors with Mosquito Net.

7) WINDOWS

- a) 3 Tracks Aluminum powder coated sliding windows with Mosquito Net
- b) PVC louvered windows for all toilets.

8) PAINTING

- a) Internal walls & Ceiling - Oil Bound Distemper: Brand – Dulux/ICI/Asian/Berger/Nerolac
- b) External walls - Acrylic Paint: Brand – Asian/Dulux/Berger/New world Paints/Jotun/Dr.Fixit.
- c) Inside Toilet & Ceiling - Oil Paint above Tile dado.

9) LIFTS

- a) Automatic Door Elevators – 2 nos per building . Brand – Kone

COMMON AREAS, AMENITIES & FACILITIES

- a) Main entrance gate with security cabin & Compound wall. (Already constructed & Functional)
- b) Landscaped garden with lawns and flower beds. (Already constructed & Functional)
- c) Children's play area with play equipment. (Already provided & Functional)
- d) Club House with Swimming Pool & Gymnasium. (Already constructed & Functional)
- e) Generator backup for passenger elevators, pumps, common lights and Club House. (Already provided & Functional)
- f) Internal Tremix concrete roads. (Already constructed & Functional)
- g) STP as per statutory requirements. STP Recycled water for Gardening and Flushing. (Already provided & Functional)
- h) Wet Garbage disposal through Organic Waste Converter. (Already provided & Functional)
- i) Rain water harvesting. (Already constructed & Functional).
- j) Provision for Piped Gas network system.

ANNEXURE "B"
(Schedule of Payments)

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

ANNEXURE "C"
(Terms and Conditions)

- 1) The amounts of Central Goods and Services Tax (CGST) and State Goods and Services Tax (SGST), Stamp Duty and Registration Fees shall be as per the applicable rates from time to time.
- 2) Payment should be made within 15 days from the date of demand.
- 3) Interest will be levied as specified in the Rules made under "RERA" (2% + State Bank of India highest Marginal Rate of Interest) on all the delayed payments from the date the said amount is payable till the date of payment.
- 4) The Stamp Duty, Registration Fees and Registration Charges should be paid three working days in advance before Registration of Unit Agreement.
- 5) Transfer or Sale of the Flat is not allowed till the time entire agreed lump-sum consideration in respect the Flat and all other applicable Taxes, levies, Society Deposits and Common Area maintenance charges are paid by you and possession of the Flat is taken.
- 6) Purchaser has to complete the loan formalities and shall obtain Sanction letter before registration of Agreement to Sale. Any delay in disbursement of such loan shall be considered as delay in payment and will attract applicable interest.
- 7) All disputes are subject to Pune Jurisdiction only.
- 8) Kindly pay all amounts towards the mutually agreed lump-sum consideration of the Unit by Cheques/ Pay Orders/ Demand drafts in the name of "_____" payable at Pune.

Bank Details :

Current Account No :

IFSC Code :

ARTICLES OF AGREEMENT

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

NYATI BUILDERS PRIVATE LIMITED, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at "Nyati Unitree", Survey Number 103/129, Plot B+C, CTS No. 1995 + CTS No. 1996B, Yerwada, Pune Nagar Road, Pune 411006, by the hand of its duly Constituted Attorney _____ 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 company, its successors-in-interest and assigns) of the First Part;

AND

THE SOMESHWAR CO-OPERATIVE HOUSING SOCIETY LIMITED, a Tenant Co-partnership Co-operative Housing Society duly formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. PNA / PNA / 4 HSG TO 2753 / 1995-96 having its Office at C/o.440, Clover Centre, 7, Moledina Road, Pune 411001, by the hand of its duly constituted Attorney NYATI BUILDERS PRIVATE LIMITED through its Authorised Signatory Shri _____, hereinafter referred to as "**the First Confirming Party**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest) of the Second Part;

AND

M/S.WELLINGDON ESTATES, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its Office at C/o.412, Nucleus Mall, Church Road, Pune 411001, by the hand of its duly constituted Attorney NYATI BUILDERS PRIVATE LIMITED through its Authorised Signatory Shri _____, hereinafter referred to as "**the Second Confirming Party**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners for the time being of the said firm the survivors or survivor of them and the heirs, executors and administrators of such successor) of the Third Part;

AND

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hereinafter referred to as "the Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the Fourth Part;

AND WHEREAS the First Confirming Party herein was the holder of all that piece and parcel of land or ground admeasuring Hectares 00=91 Ares bearing Survey No.21 Hissa No. 1A and of a portion admeasuring Hectares 00=49.50 Ares out of land admeasuring Hectares 00=81 Ares bearing Survey No.21 Hissa No.1B situate, lying and being at Village Undri within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of Gram Panchayat Undri and falling in the "Residential" zone under the Regional Plan for the Pune Metropolitan Region currently in force;

AND WHEREAS Second Confirming Party herein was the holder of all those pieces and parcels of land or ground admeasuring Hectares 00=14 Ares, Hectares 00=01 Ares and Hectares 00=03 Ares bearing Hissa Nos. 3A/1, 3A/3 and 3A/4 respectively out of land bearing Survey No.21, Village Undri, Taluka Haveli, District Pune;

AND WHEREAS the Promoter herein was the owner of all that piece and parcel of land or ground admeasuring Hectares 00=03 Ares bearing Survey No.21 Hissa No.3A/2, Village Undri, Taluka Haveli, District Pune;

AND WHEREAS vide an Agreement dated 11.07.1996, read with a Deed of Confirmation thereto dated 23.06.2005 [duly registered under Serial No. 3825 of 2005 with the Sub Registrar Haveli No. XII, Pune] the First Confirming Party herein granted rights of development of the said land admeasuring Hectares 00=91 Ares bearing Survey No.21 Hissa No.1A, Undri to/in favour of the Second Confirming Party herein;

AND WHEREAS vide an Agreement dated 11.07.1996, read with a Deed of Confirmation thereto dated 23.06.2005 [duly registered under Serial No.3826 of 2005 with the Sub Registrar Haveli No. XII, Pune] the First Confirming Part herein granted rights of development, inter-alia, of the said portion admeasuring Hectares 00=49.50 Ares out of the said land admeasuring Hectares 00=81 Ares bearing Survey No.21 Hissa No.1B, Undri to/in favour of the Second Confirming Party herein;

AND WHEREAS vide an Agreement for Development dated 31.12.2009 [duly registered under Serial No.968 of 2010 with the Office of the Sub Registrar, Haveli VIII, Pune], the First Confirming Party herein and the Second Confirming Party herein, inter-alia, assigned and/or granted rights of development of their respective lands/portions admeasuring Hectares 00=91 Ares, Hectares 00=49.50 Ares [out of Hectares 00=81 Ares], Hectares 00=14 Ares, Hectares 00=01 Ares and Hectares 00=03 Ares bearing Hissa Nos. 1A, 1B, 3A/1, 3A/3 and 3A/4 respectively out of land bearing Survey No.21, Village Undri, Taluka Haveli, District Pune to/in favour of the Promoter herein at and for the consideration and on the terms and conditions therein mentioned;

AND WHEREAS in the above circumstances, the Promoter herein became entitled to hold the rights of development of the said lands/portions admeasuring Hectares 00=91 Ares, Hectares 00=49.50 Ares [out of Hectares 00=81 Ares], Hectares 00=14 Ares, Hectares 00=01 Ares and Hectares 00=03 Ares bearing Hissa Nos. 1A, 1B (Part), 3A/1, 3A/3 and 3A/4 respectively out of land bearing Survey No.21, Village Undri, Taluka Haveli, District Pune;

AND WHEREAS the provisions of the Urban Land (Ceiling & Regulation) Repeal Act, 1999 apply to the said lands/portion bearing Hissa Nos.1A, 1B (Part), 3A/1, 3A/2, 3A/3 and 3A/4 of Survey No.21, Village Undri, Taluka Haveli, District Pune;

AND WHEREAS vide its Order dated 25.07.2010 bearing No. PMA/NA/SR/259/2010, the Office of the Collector of Pune, permitted conversion of the user of the said lands/portion bearing Hissa Nos. 1A, 1B (Part), 3A/1, 3A/2, 3A/3 and 3A/4 of Survey

No.21, Village Undri, Taluka Haveli, District Pune to "residential" under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966, and sanctioned the Building Layout and Building Plans in respect of the construction to be carried out thereon;

AND WHEREAS the Promoter herein commenced construction of a Housing Complex known as **"NYATI ETHOS I"** on the said lands/portions bearing Hissa Nos. 1A, 1B (Part), 3A/1, 3A/2, 3A/3 and 3A/4 of Survey No.21, Village Undri, Taluka Haveli, District Pune in accordance to the Building Layout and Plans sanctioned in respect thereof;

AND WHEREAS the Promoter herein subsequently submitted for sanction revised Building Layouts/Plans in respect of the construction to be carried out on the said lands/portion bearing Hissa Nos. 1A, 1B (Part), 3A/1, 3A/2, 3A/3 and 3A/4 of Survey No.21, Village Undri, Taluka Haveli, District Pune and obtained sanction of the said Office of the Collector, Pune thereto vide its Commencement Certificate No. PMH/FSI/SR/61/013 dated 15.10.2013 and No. PMH/NA/SR/713/14 dated 24.09.2014; the last of such sanctioned Building Layout (dated 24.09.2014) is hereinafter referred to as the **"said Sanctioned Layout"** and copy thereof is attached hereto as **Annexure "C-1"**;

AND WHEREAS vide a Deed of Transfer [duly Registered on 11.12.2012 under Serial No. 11416 of 2012 with the Office of the Sub Registrar Haveli I, Pune), the Promoter herein and the First and Second Confirming Party herein assigned and transferred a portion admeasuring 1020.50 sq. mtrs. falling under Internal Road of the said Sanctioned Layout No.1 and area under Amenity Space "A" admeasuring 2422.50 sq.mtrs out of the said Sanctioned Layout No.1 to/in favour of the Government of Maharashtra, Revenue Department, as required under the applicable Development Control Regulations;

AND WHEREAS the said lands/portion admeasuring Hectares 01=61.50 Ares in the aggregate bearing Hissa Nos.1A, 1B (Part), 3A/1, 3A/2, 3A/3 and 3A/4 of Survey No.21, Village Undri, Taluka Haveli, District Pune were subsequently amalgamated by the Revenue Authorities in their records and such amalgamated block of land admeasuring Hectares 01=61.50 Ares was assigned Survey No.21/1A+1B+3A/1+3A/2+3A/3+3A/4, Village Undri, Pune;

AND WHEREAS the remaining holdings of the Promoter herein and the First and Second Confirming Party herein admeasuring Hectares 01=27.07 Ares (after deducting the said portions admeasuring 1020.50 sq. mtrs. and 2422.50 sq.mtrs falling under Internal Road and Amenity Space "A" respectively of the said Sanctioned Layout No.1 so conveyed to the State Government) in the said land bearing Survey No.21/1A+1B+3A/1+3A/2+3A/3+3A/4, Village Undri, Pune is hereinafter referred to as

"the said Land" and the same is more particularly described in the **First Schedule** hereunder written;

AND WHEREAS as per the said Sanctioned Layout, the said Housing Complex known as **"NYATI ETHOS I"** comprises of total Five (5) number of Buildings/Wings bearing Nos. "A1 (Yukon)" (consisting of Parking + 11 Upper Floors), "A2 (Amazon)" (consisting of Parking + 12 Upper Floors), "B1 (NILE)" (consisting of Parking + 12 Upper Floors), "B2 (SUTLEJ)" (consisting of Parking + 11 Upper Floors) and "B3 (Indus)" (consisting of Parking + 11 Upper Floors);

AND WHEREAS out of the said Five (5) Buildings/Wings of the said Housing Complex known as "NYATI ETHOS I", the Promoter has till date completed construction of Buildings/Wings bearing Nos. "A2 (Amazon)" (consisting of Parking + 12 Upper Floors), "B1 (NILE)" (consisting of Parking + 12 Upper Floors) and "B2 (SUTLEJ)" (consisting of Parking + 11 Upper Floors) and has received Occupancy/Completion Certificates in respect thereof from the concerned Planning Authority;

AND WHEREAS out of the remaining Two (2) Buildings/Wings of the said Housing Complex known as "NYATI ETHOS I"-

- a) the Promoter has completed construction of Parking + 6 Upper Floors (containing 24 Flats) of Building/Wing "A1 (Yukon)" (consisting of Parking + 11 Upper Floors) and has received Part Completion Certificate bearing No. 1157/15 dated 31.08.2015 from the concerned planning authority, and the Promoter is entitled to construct the balance 5 upper floors [i.e. 7th Floor to 11th Floor] containing 19 Residential Flats + 1 Refuge Flat on the said Building "A1 (Yukon)" as per the said Sanctioned Layout and to deal with and dispose of such Residential Flats/Units therein together with the relevant appurtenances thereto including parking spaces to the prospective purchasers thereof and to receive and appropriate the sales proceeds thereof
- b) the Promoter is yet to construct the said Building/Wing bearing No. "B3 (Indus)" (consisting of Parking + 11 Upper Floors) as per the said Sanctioned Layout and to and to deal with and dispose of such Residential Flats/Units therein together with the relevant appurtenances thereto including parking spaces to the prospective purchasers thereof and to receive and appropriate the sales proceeds thereof

AND WHEREAS the Promoter herein has also completed a residential project known as **"NYATI ETHOS II"** on the adjoining land bearing Survey No.19 Hissa No.5, Village Undri, Taluka Haveli, District Pune;

AND WHEREAS the present holders of the completed units in the said two Housing Complexes known as **"NYATI ETHOS I"** and **"NYATI ETHOS II"** respectively being constructed on adjoining lands connected by the Internal Roads out of their respective Sanctioned Layouts are sharing certain amenities/facilities and infrastructural facilities thereof and have come together to form one Tenant Co-Partnership Co-operative Housing Society Limited known as **"NYATI ETHOS CO-OPERATIVE HOUSING SOCIETY LIMITED"** ("said Society") that has been duly formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 vide Certificate of Registration bearing No. PNA/PNA(4)/HSG/(TC)/17473/2016-2017 dated 11.05.2016 issued by the Deputy Registrar of Co-operative Societies, Pune City (IV), Pune and the Promoter has handed over management and control to the said Society on 28/08/2016 and the conveyance of the said land and of the land under the said Housing Complex **"NYATI ETHOS II"** along with the Buildings/Wings/Structures constructed thereon shall be effected in favour of such Society;

AND WHEREAS the Promoter accordingly has also shared with the said Society, the draft of the Deed of Conveyance, subject however to the express right reserved by the Promoter to construct such balance 5 upper floors [i.e. 7th Floor to 11th Floor] on the said Building/Wing **"A1 (Yukon)"** and also the said Building/Wing **"B3"** (consisting of Parking + 11 Upper Floors) of the said Housing Complex known as **"NYATI ETHOS I"** as per the said Sanctioned Layout and to deal with and dispose of the Residential Flats/Units therein together with the relevant appurtenances thereto including parking spaces to the prospective purchasers thereof and to receive and appropriate the sales proceeds thereof and further subject to the condition that the prospective purchasers of such Residential Flats/Units in the said remaining Five (5) Floors of the said Building/Wing **"A1 ("Yukon")"** and of the said Building/Wing bearing No. **"B-3 (Indus)"** forming part of the said Housing Complex known as **"NYATI ETHOS I"** shall be admitted as Members of the said Society and shall be subject to the same rights, obligations and privileges as the other Members of the said Society;

AND WHEREAS in the above circumstances, the Promoter now proposes to construct such balance 5 upper floors [i.e. 7th Floor to 11th Floor] on the said Building/Wing **"A1 (Yukon)"** of the said Housing Project known as **"NYATI ETHOS I"** on

the said Land as per the said Sanctioned Layout. . Such additional 5 upper floors [i.e. 7th Floor to 11th Floor] of the said Building/Wing "A1 (Yukon)" of the said Housing Project known as "NYATI ETHOS I" is hereinafter referred to as the **"NYATI ETHOS I - A1 – PART"** Project and the same is delineated in Red Colour on the said Sanctioned Layout of the said Housing Project Known as "NYATI ETHOS I" which is annexed hereto as "Annexure C-1";

AND WHEREAS while sanctioning the said Sanctioned Layout and said Building Plans, the Office of the Collector, Pune has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Project **"NYATI ETHOS I - A1 – PART "** as part of the Housing Project known as **"NYATI ETHOS I"** and upon due observance and performance of which only the Completion/ Occupation Certificate/s in respect of the said Project **"NYATI ETHOS I - A1 - PART"** shall be granted by the Planning Authority;

AND WHEREAS the Promoter has obtained Registration bearing No _____ dated _____ in respect of the said Project **NYATI ETHOS I - A1 - PART"** from the Maharashtra Real Estate Regulatory Authority under the provisions of Section 3 of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; a copy of the said Certificate is annexed hereto as **Annexure "F"**;

AND WHEREAS the Promoter has received some of the approvals from the concerned authorities to the plans, specifications, elevations, sections which are required for implementation of the said Project **"NYATI ETHOS I - A1 - PART"** and the Promoter shall obtain the remaining required approvals from the concerned authorities before commencing construction and as may be required from time to time and shall take all steps and do all acts, matters or things necessary for obtaining Completion Certificate/s and/or Occupancy Certificate/s in respect of the said the said Project **"NYATI ETHOS I - A1 - PART"** after the physical completion thereof;

AND WHEREAS the Promoter is still in legal possession of the said Land under the Housing Project known as **"NYATI ETHOS I"**;

AND WHEREAS the Promoter has entered into a standard Agreement with M/s. SHIRISH DASNURKAR & ASSOCIATES, ARCHITECTS who are registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects and the Promoter has appointed M/S. J+W CONSULTANTS , for the preparation of the structural design and drawings of the said Project **"NYATI ETHOS I - A1 – PART"** and the Promoter accepts the professional supervision of the said Architects and the said Structural Engineer till the completion of the said Project **"NYATI ETHOS I - A1 - PART"**; provided however, the Promoter reserves the right to change the said Architect and Structural Engineers at any time before the completion of the Project **"NYATI ETHOS I - A1 - PART"**;

AND WHEREAS the Purchaser/s has / have demanded from the Promoter and the Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said Land and the plans, designs and specifications prepared by the Promoter's Architect in respect of the said Project **"NYATI ETHOS I - A1 - PART"** as part of the Housing Project known as **"NYATI ETHOS I"** and the Flat hereby agreed to be sold and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS, the Purchaser/s hereby confirms that the Promoter has handed over to the Purchaser/s a draft of this Agreement along with all Schedules and Annexures before purchasing the Flat and after reading and having understood the contents of such draft along with all Schedules and Annexures, the Purchaser/s is/ are entering into this Agreement for purchase of the Flat;

AND WHEREAS the Purchaser has applied to the Promoter for allotment of Residential Flat bearing No. _____ situate on the _____ floor in the Building "A1" of the said Project **"NYATI ETHOS I - A1 - PART"** to be constructed by the Promoter on a portion out of the said Land;

AND WHEREAS pursuant to the discussions by and between the Parties hereto, the Purchaser/s has/have agreed to purchase the said residential Flat admeasuring _____ sq. mtrs carpet area bearing No. _____ to be situate on the _____ floor of Building "A1" in the said Project **"NYATI ETHOS I - A1 - PART"** to be constructed by the Promoter as part of the Housing Complex known as **"NYATI ETHOS I"** TOGETHER WITH the Enclosed Balcony/ies having an area of _____ sq. mtrs. appurtenant thereto, Dry Balcony having an area of _____ sq. mtrs. appurtenant thereto and further together with the exclusive right of user of the Open Terrace at eye-level having a carpet

area of _____ sq. mtrs. appurtenant thereto, and FURTHER TOGETHER with the exclusive right of user of _____ covered Car Parking Space/s bearing No/s. _____ situate in the Parking Floor/ adjacent to the said Project "**NYATI ETHOS I - A1 - PART**" (the said residential Flat along with such Enclosed Balcony, Dry Balcony, Open Terrace at eye-level and the said Covered Parking space/s is hereinafter referred to for the sake of convenience and brevity as "**the said Unit**") on the terms and conditions set out hereinafter and whereas the said Building "A1" in which the Unit is housed is hereinafter referred to as "**the said Building**" and whereas the said Unit is more particularly described in the **Second Schedule** hereunder written;

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

ANNEXURE "A" - Copy of the Certificate of Title issued by the Advocate of the Promoter in respect of the said First Land.

ANNEXURE "B" - Copy of the Extract of Village Form VII/XII in respect of the said First Land.

ANNEXURE "C-1" - Copy of the said Sanctioned Layout sanctioned by the Office of the Collector, Pune vide its Commencement Certificate No. PMH/NA/SR/713/14 dated 24.09.2014;

ANNEXURE "D" - Copy of the internal plan of the said Unit agreed to be purchased by the Purchaser/s.

ANNEXURE "E" - Amenities and Specifications of the said Unit and Common Areas and Facilities of the said Society as listed out in the Fourth Schedule hereunder written.

ANNEXURE "F" - Copy of the Registration Certificate granted by the Maharashtra Real Estate Regulatory Authority to the said Project "**NYATI ETHOS I - A1 - PART**".

ANNEXURE "G" - Copy of said Commencement Certificate issued by the Office of the Collector, Pune bearing No. PMH/NA/SR/713/14 dated 24.09.2014;

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

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

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

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

1. The Promoter shall construct the said Project **"NYATI ETHOS I - A1 - PART"** as part of the Housing Complex known as **"NYATI ETHOS I"** on a portion of the said Land more particularly described in the **First Schedule** hereunder written.
2. The Promoter shall construct the said Project **"NYATI ETHOS I - A1 - PART"** and the said Unit in accordance with the plans sanctioned/ to be sanctioned from time to time by the concerned Authorities and in accordance with the terms and conditions mentioned in this Agreement. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Unit of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.
3. The Purchaser/s hereby declare/s that before execution of this Agreement, the Promoter has made full and complete disclosure and the Purchaser/s has/have taken full and free inspection of, inter-alia, the following:
 - a) Nature of the title of the Promoter to the said Land along with the relevant Documents.
 - b) All the plans sanctioned by the concerned Planning Authorities in respect of the said Project **"NYATI ETHOS I - A1 – PART"** as part of the Housing Complex known as **"NYATI ETHOS I"**.

- c) The Common Areas and Facilities as enlisted in the Annexure E hereto of the said Society and which are in use by the existing members of the said Society.
 - d) Nature and particulars of fixtures, fittings, and amenities to be provided in the said Unit hereby agreed to be sold.
 - e) The fact that the said Society has already been constituted by the Promoter of all the Purchaser/s of Units in the said Housing Complex known as "**NYATI ETHOS I**" and the said adjoining Housing Complex known as "NYATI ETHOS II" to which title of the said Project "**NYATI ETHOS I - A1 - PART**" is to be passed.
4. The Purchaser/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter, the Purchaser/s, with full knowledge thereof, has/have entered into this Agreement.
5. The Promoter declares that:
- (a) The said Unit and the said Project "**NYATI ETHOS I - A1 - PART**" shall be constructed in accordance with the plans and specifications approved and sanctioned and to be approved by the concerned Planning Authorities. The said Unit shall be built as per the specifications which are inter-alia set out in the **Fourth Schedule** hereunder written.
 - (b) Possession of the said Unit agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Promoter on or before 31st July 2021 provided that the Purchaser/s shall have made payment of the installments towards the said mutually agreed lump-sum consideration amount along with the applicable Taxes and other charges/deposits as mentioned in Clause Nos. Clauses 8, and 21 to 23 of this Agreement as agreed upon without delay at the times stipulated for payment therefor.
 - (c) The carpet area of the said Unit shall be _____ sq. mtrs. For the purposes of this Clause and this Agreement, "carpet area" shall mean the net usable floor area of the said Unit, excluding the area thereof covered by the external walls, areas under service shafts (if any), exclusive balcony, dry balcony and open terrace area but includes the area covered by the internal

partition walls and internal columns of the said Unit. The carpet area of the said Unit shall be subject to a variation of 3%.

- (d) Before the Purchaser/s herein is/are admitted as Member/s of the said Society, the Purchaser/s shall have to pay/clear all his/her/their dues under the terms hereof to the Promoter and /or said Society as the case may be, including amounts by way of contribution towards the Common Expenses and Outgoings of the said Society.
6. The said Unit hereby agreed to be sold is intended and shall be used for permissible residential purposes only and the Purchaser/s undertake/s that the said Unit shall not be used by the Purchaser/s for any other purpose whatsoever. The Purchaser/s shall not enclose Open Terrace and/or Parking Space/s or to utilize the Parking Space/s for any purpose other than for Parking of Vehicles. The said Open Terrace at eye-level and the said Parking Space/s shall be deemed to be appurtenant to the said Unit.
7. The Purchaser/s hereby accept/s and shall always be deemed to have accepted the title of the Promoter to the said Land and he/she/ they agree/s not to raise any requisition or objection in respect thereof.
8. As mentioned above, the Purchaser/s has/have agreed to purchase / acquire said Unit bearing No. _____ on the _____ floor, in the Building "A1" in the said Project **"NYATI ETHOS I - A1 - PART"** at or for the mutually agreed total lump-sum consideration of Rs. _____/- (Rupees _____ Only) which includes the proportionate price of the common areas and facilities appurtenant to the Unit. It has been expressly agreed and confirmed by the Purchaser that the above said lump-sum agreed consideration is arrived at after considering the benefits arising out of input tax credit under the Central Goods and Services Tax Act, 2017 and the Maharashtra Goods and Services Tax Act, 2017. In addition to the above said lump-sum agreed consideration, the Purchaser shall separately bear and pay all the amounts towards Stamp Duty, Registration Fees and Charges, Central Goods and Services Tax and State Goods and Services Tax and the amounts specified in Clause Nos. 25 to 28 herein below.
9. The sale of the said Unit is on the basis of Carpet area only. The Purchaser/s shall make payment of the said agreed consideration amount along with the applicable Taxes by local Cheques / Demand Drafts / Bank Pay Orders/any other immediate Electronic Mode of Transfer like RTGS etc. drawn/issued on/in favour of the Promoter according to the Schedule of Payments set out in the **Third Schedule** hereunder

written. The Promoter shall have a first charge/ lien on the said Unit to the extent of all amounts receivable by the Promoter from the Purchaser/s under the terms hereof. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Floors of the said Building of the said Project **"NYATI ETHOS I - A1 - PART"** in which the said Unit is housed and of the said Unit itself and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the **Third Schedule** hereunder written and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration amount along with the applicable Taxes as mentioned in the **Third Schedule** hereunder written.

10. As stated above, the Promoter shall hand over the Possession of the said Unit to the Purchaser/s within the date specified in Clause No 5 (b) above. .
11. The said mutually agreed consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
12. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser/s by discounting such early payments at certain percentage per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
13. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Purchaser/s, obtain from the concerned local authority Occupancy Certificate in respect of the said Unit.

14. The Promoter declares that under the said Building Plans, FAR (FSI) of 1816.01 sq. mtrs. in the aggregate has been sanctioned as on that date for construction of the said Project **"NYATI ETHOS I - A1 - PART"** and the same shall be utilised by the Promoter in construction thereof.

15. The Promoter hereby represents and warrants to the Purchaser/s as follows:

- i. The Promoter has clear and marketable title with respect to the said Land as declared in the Title Report annexed to this Agreement and has requisite rights to carry out development of the said Project **"NYATI ETHOS I - A1 - PART"** upon the said Land and also has legal possession of the said Land for the implementation of the said Project **"NYATI ETHOS I - A1 - PART"**.
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project **"NYATI ETHOS I - A1 - PART"** and shall obtain balance requisite approvals from time to time to complete the development thereof;
- iii. There are no encumbrances upon the said Land or the said Project **"NYATI ETHOS I - A1 - PART"**, except those disclosed in the Title Report;
- iv. There is no other litigation pending before any Court of law with respect to the said First Land;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project **"NYATI ETHOS I - A1 - PART"** and said Land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project **"NYATI ETHOS I - A1 - PART"** and said Land shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project **"NYATI ETHOS I - A1 - PART"** and said Land.
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;

- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project **"NYATI ETHOS I - A1 - PART"** and said Land which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement;
- ix. Upon completion of the entire said Project **"NYATI ETHOS I - A1 – PART"** the Promoter shall convey/handover lawful, vacant, peaceful, physical possession thereof to the said Society.
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Project **"NYATI ETHOS I - A1 - PART"** and said Land.

16. The Purchaser/s hereby agree/s to pay all amounts due and payable under this Agreement within 15 days from the date of receipt of intimation by way of E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement of the Purchaser/s mentioned in this Agreement. It is hereby agreed that the time for payment of all dues under this Agreement by the Purchaser/s to the Promoter is the essence of the contract. It is hereby expressly agreed that if, for any reason whatsoever, the Purchaser/s fail/s or delay/s to make payment of all the amounts due and payable under this Agreement within a period of fifteen days from the date of receipt of intimation given by the Promoter, then Purchaser/s agrees to pay interest as specified in the Rules (2% + State Bank of India highest Marginal Rate of Interest) on all the delayed payments from the date the said amount is payable till the date of payment. However if the Purchaser/s commits three defaults of any such payment of amounts, the Promoter shall at his own option, may terminate this Agreement, provided that, the Promoter shall give notice of fifteen days in writing to the Purchaser/s, by E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement of the Purchaser/s mentioned in this Agreement of the Promoter's intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by

the Promoter within the period of notice, then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund without interest to the Purchaser/s the amounts paid by Purchaser, after deducting therefrom a sum equivalent to Ten percent of the said mutually agreed lump-sum consideration (being the agreed quantum of liquidated damages which shall stand forfeited by the Promoter) within a period of thirty days of such termination upon execution and registration of the Deed of Cancellation recording such termination. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also Central Goods and Services Tax and State Goods and Services Tax or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoter and the Promoter shall be in no way responsible for obtaining refund (if so available) of the same from the concerned authorities. The Purchaser/s shall only have a money claim simplicitor on the Promoter for refund of all such amounts due to the Purchaser/s from the Promoter. The Promoter shall be fully entitled to deal with and dispose off the said Unit in such manner as the Promoter deem fit and proper without recourse or reference to the Purchaser/s.

17. The Purchaser/s has been expressly made aware by the Promoter of the fact that the Promoter has made and will be required to make a substantial investment in the said Project **"NYATI ETHOS I - A1 - PART"** and for due completion thereof and that relying, inter-alia, on the assumption that the Purchaser/s herein and the other purchasers of Units in the said Project **"NYATI ETHOS I - A1 - PART"** will make payment of the installments towards the balance purchase price of their respective Units at the times stipulated for payment therefor, the Promoter have undertaken statutory and contractual liabilities towards the Purchaser/s herein and the purchasers of other Units in the said Project **"NYATI ETHOS I - A1 - PART"**. The Purchaser/s has been fully made aware of the fact that if the Purchaser/s herein seek to rescind the proposed purchase of the said Unit (except on account of any delay on the part of the Promoter in completing the said upper floors of the said Building and the said Unit), such rescission shall adversely affect the said Project **"NYATI ETHOS I - A1 - PART"** being implemented by the Promoter. Keeping the above facts and circumstances in mind, it has been agreed by and between the Promoter and the Purchaser/s that in the event of the Purchaser/s not being desirous of purchasing the said Unit and, as a consequence, the Purchaser/s seeking to rescind these presents, the Promoter shall be obliged to refund without interest the amounts paid by the Purchaser/s to the Promoter under the terms hereof after deducting therefrom a sum equivalent to 10 (Ten) percent of the agreed lump sum price/consideration of the said Unit which shall stand forfeited. Further, the Promoter shall be liable to make such refund only after the Purchaser/s have executed and registered a Deed of Cancellation

in respect of the said Unit. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also Central Goods and Services Tax and State Goods and Services Tax or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoter and the Promoter shall be in no way responsible for obtaining refund (if so available) of the same from the concerned authorities. The Purchaser/s shall only have a money claim on the Promoter to the extent of the amount to be refunded by the Promoter to the Purchaser/s.

18. Subject to what is stated in the next succeeding Clause, in the event the Promoter fails and/ or neglects to complete the said Unit and hand over possession thereof to the Purchaser/s within the stipulated period and if the Purchaser/s does not intend to withdraw from the Project then Promoter agrees to pay interest as specified in the Rules, (i.e. 2% + State Bank of India highest Marginal Rate of Interest) on the aggregate of all amounts paid by the Purchaser/s to the Promoter pursuant to this Agreement and such interest shall commence from the date of scheduled completion mentioned in Clause 5 (b) above and upto actual completion of the said Unit and handing over of possession thereof to the Purchaser/s. The Promoter shall be entitled to set off any amount payable by the Purchaser/s to the Promoter as and by way of interest on any delayed instalment from the aggregate of the amounts payable by the Promoter to the Purchaser/s towards interest as aforesaid.

19. As stated above, the Promoter shall give possession of the Unit to the Purchaser/s on or before 31st July 2021. If the Promoter fails or neglects to give possession of the Unit to the Purchaser/s 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 Purchaser/s the amounts already received by him in respect of the said Unit with interest (2% + State Bank of India highest Marginal Rate of Interest) from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The said amount and interest shall be charged on the said Unit to the extent of amounts due, but subject to any prior encumbrances. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of the said Unit is delayed on account of –

- i) War, Civil Commotion or Act of God.
- ii) Any notice, order, rule, notification of Government, and/or Municipal or other Public or Competent Authority/Court which prevents the

Promoter from carrying out with the work of development and construction on the said Land.

- iii) Any delay on the part of the concerned Planning Authority or any other Public Body or Authority including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project **"NYATI ETHOS I - A1 - PART"**.
- iv) Any additional work in the said Unit undertaken by the Promoter at the instance of the Purchaser/s.
- v) Any Delay or default by the Purchaser/s in making payments as per terms and conditions of this Agreement (without prejudice to the right of the Promoter to terminate this agreement under Clauses 8, and 21 to 23 mentioned herein below).
- vi) Any other reasons beyond the control of the Promoter.

20. The Promoter shall offer the possession of the Unit to the Purchaser/s in terms of this Agreement in writing within seven days of receiving the Completion/Occupancy Certificate and the Purchaser/s shall take possession within fifteen days of the Purchaser/s receiving such intimation. The Promoter shall give possession of the Unit to the Purchaser/s only after the Purchaser/s has/ have paid to the Promoter/s all amounts along with all applicable taxes and deposits under this Agreement. The Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/s shall take possession of the said Unit after inspecting the same and satisfying itself / herself / themselves that the same has been constructed in accordance with the Building Plans sanctioned in respect thereof, that the carpet area thereof is as mentioned herein (subject to a variation of +3%) and that the same has been provided with the Amenities agreed upon and that the quality of the workmanship and material used is of the requisite quality. Subject to what is stated above, save and except any latent defects which become visible during the defect liability period, the Promoter shall not be obliged to entertain any complaint or claim made by the Purchaser/s in respect of the said Unit after possession thereof has been handed over to the Purchaser/s.

21. On or before taking possession of the said Unit hereby agreed to be sold/ purchased, the Purchaser/s shall deposit with the Promoter a sum of Rs. _____/- (Rupees _____) which shall be further transferred by the Promoter to the said Society. The said Deposit shall utilized for building up of a fund of the said Society for meeting the expenditure for maintenance/repair/improvement of the Common Areas and Facilities of the said Society..
22. On or before taking possession of the said Unit hereby agreed to be sold/ purchased, the Purchaser agrees and binds himself to pay a pro-rata share from time to time as may be determined by the said Society of the expenses and outgoings of the Common Areas and Facilities of the said Society together with the applicable Central Goods and Service Tax and/or State Goods and Service Tax thereon.
23. The Purchaser/s shall make payment to the Promoter of "Central Goods and Services Tax" and "State Goods and Services Tax", as applicable who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of such Central Goods and Services Tax and State Goods and Services Tax are increased or decreased by the Central and State Government respectively, the amount payable by the Purchaser/s to the Promoter under this Clause shall vary accordingly. In addition to the above, the Purchaser/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge and other Taxes as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Promoter to the Purchaser/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Purchaser/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Purchaser/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Purchaser/s hereby agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Purchaser/s of any such taxes, duties etc.
24. If within a period of five years from the date of handing over the said Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Unit 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 Purchaser/s shall

be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The Purchaser/s shall not, without the prior written consent of the Promoter carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Purchaser/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out without the written consent of the Promoter, the liability of the Promoter under the Real Estate (Regulation and Development) Act 2016 to rectify defects automatically shall become void and Purchaser/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. The word "Defect" here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of said Unit by the Purchaser/s, Occupants, vagaries of nature etc. It shall be the responsibility of the Purchaser/s to maintain the said Unit in a proper manner and take all due care needed including but not limited to ventilation, regular usage of sanitary, plumbing fittings etc. Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems provided/ to be provided by the Promoter to the said Project and/or the said Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance in manner and by the entity prescribed by such Manufacturer is not attended to by the said Society. That the Purchaser/s has/have been made aware and the Purchaser/s expressly agrees that the regular wear and tear of the said Unit/ Building/ said Project includes minor hairline cracks on the external and internal walls excluding the RCC Structure, which occur due to variation in temperature of more than 20 Degree Celsius and which do not amount to structural defects and hence cannot be attributable to either bad workmanship or structural defect.

25. The Purchaser/s of all Units in the said Project **"NYATI ETHOS I - A1 - PART"**, including the Purchaser/s/s herein, shall become members of the said Society and the Purchaser/s shall, within seven days from the Promoter calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection the said Society and Bye-laws thereof or other papers to be submitted in connection therewith.

26. The Purchaser/s of all of such Units in the said Project **"NYATI ETHOS I - A1 - PART"** shall be admitted as members of the said Society subject to the same benefits and subject to the same obligations as those of the Purchaser/s herein and other members of the said Society without any reservations or conditions. However, it is clarified that before the Purchaser/s herein is/are admitted as Members of the said Society, the Purchaser/s shall have paid/cleared all his/her/their dues under the terms hereof to the Promoter and /or said Society, including amounts by way of contribution towards Society Deposits and the Common Expenses and Outgoings of the said Society.
27. The Purchaser/s/s hereby irrevocably consents and authorize/s the Promoter to represent him/her/them it in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may, till the handover/transfer of the said Project **"NYATI ETHOS I - A1 - PART"** to the said Society represent the Purchaser/s/s and his/her/their its interest and give consents, NOC's and do all necessary things in all departments of the Office of the Collector of Pune, Pune Metropolitan Regional Development Authority (PMRDA), the Government of Maharashtra, MSEDCL on behalf of the Purchaser/s and whatsoever acts done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s and the same shall be binding on the Purchaser/s.
28. It is hereby clarified that the Promoter herein shall be deemed to be a liasoning agency for applying for all amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of the PMRDA or other body or authority or MSEDCL in providing such amenities, services or facilities to the Project **"NYATI ETHOS I - A1 - PART"** to the Unit agreed to be sold hereunder.
29. It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement including the proportionate Stamp Duty, if any, payable on the Deed of Conveyance which shall be executed by the Promoter in favour of the said Society.

30. The Purchaser/s for himself/themselves with intention to bind all persons in to whosoever hand the Unit may come, doth hereby covenant with the Promoter as follows:

- a) To maintain the Unit at the Purchaser/s/s own cost in good tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Unit is situate and the Unit itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the Unit any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the building in which the Unit is situate or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situate including entrances of the said building and in case any damage is caused to the building in which the Unit is situate or the Unit itself on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- c) To carry out at his/her/their own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building in which the Unit is situate or the Unit itself which may be against the rules and regulations and bye laws of the concerned local authority and/or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to make or cause to be made any addition or alteration of whatsoever nature in or to the Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the said Building in which the Unit is situate and the Purchaser/s shall keep the pipelines, sewers, drains in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the Unit is situate and

shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. Partis or other structural members in the Unit.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land / building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to hang clothes to dry outside the windows, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said First Land and the building in which the Unit is housed.
- g) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Unit/building in which the Unit is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Purchaser/s for any purposes other than for purpose for which it is sold.
- i) To install the Cooling Units/ Compressors of "Split Type" Air Conditioners appurtenant to the said Unit only at such places as shall be prescribed therefor by the Promoter.
- j) Not to lay/ install over the exterior of the said Building or the Common Areas thereof such as staircases, landings and ducts thereof, grills, chimney, neon signboards or electronic board/s any Electrical, Telecom Lines or Conduits.
- k) Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae projects outside the said Unit or on any part of the exterior of the said Building or any of the Common Areas thereof, including on the terrace thereof.

- l) The Purchaser/s shall not let, transfer, assign or part with the Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Unit until all dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and on and only after the Purchaser/s has been put in possession of the said Unit and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has procured the prior written permission of the Promoter for any such assignment or transfer.
- m) The Purchaser/s shall observe and perform all the rules and regulations of the said Society adopted by it and the additions, alterations or amendments thereof and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority such as the PMRDA and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.
- n) Till the handover of said Project **"NYATI ETHOS I - A1 – PART"** to said Society and till the defect liability period of the said Project **"NYATI ETHOS I - A1 - PART"** is subsisting , the Purchaser/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and the building thereon or any part thereof to view and examine the state and condition thereof.

31. The Promoter shall comply with all the requirements of the PMRDA or concerned authority for sanction of water connections of the requisite capacity for the said Project **"NYATI ETHOS I - A1 - PART"**. However, the Purchaser/s/s herein has been made expressly aware by the Promoter that till such time as such water connections are procured and sufficient water becomes available for the said Project **"NYATI ETHOS I - A1 - PART"**, the requirement of water for the said Project **"NYATI ETHOS I - A1 - PART"** shall be met from other sources, including procurement of water from Water Tanker Agencies and that a pro-rata share incurred for such purchase shall be borne and paid by the Purchaser/s/s.

32. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Unit hereby agreed

to be sold to him until the said Project **"NYATI ETHOS I - A1 - PART"** is handed over/transferred to the said Society.

33. After execution of this Agreement, the Promoter shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s.
34. The Promoter shall be entitled to grant lease or licence of any portion of the said Land to any Government/ Semi-Government, Local or Municipal Body or Authority, PMRDA or to the M.S.E.D.C.L. or to any Private Party or Parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Purchaser/s herein shall not be entitled to raise any objection to such grant of lease or licence.
35. The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide the promoter with such permission, approvals which would enable the Promoter to full fill its obligations under this agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
36. The Promoter accept no responsibility in this regard. The Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser/s and such third party shall not have any right in the application / allotment of the said Flat applied for herein

in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/s only.

37. The Promoter have named the said Housing Complex as "**NYATI ETHOS I**" and has named the said Project as "**NYATI ETHOS I - A1 - PART**" and the same will not be changed.
38. The Purchaser/s/s shall at his/her/their own costs lodge this agreement for Registration with the concerned Sub-Registrar and forthwith inform the Promoter the Serial Number under which the same is lodged to enable the Promoter to admit execution of the same.
39. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s/s nor shall the same in any manner prejudice the rights of the Promoter hereunder.
40. All letters, receipts, and/or notices issued by the Promoter dispatched under R.P.A.D. to the address of the Purchaser/s/s mentioned hereinabove or sent by E-mail or by Telephonic Messages or Private Courier will be sufficient proof of receipt of the same by the Purchaser/s and shall effectually discharge the Promoter. If there is any change in the said address or e-mail identification or Mobile Cell Number of the Purchaser/s, the Purchaser/s shall be obliged to intimate in writing of any such change of address to the Promoter, failing which, all letters, receipts and/ or Notices dispatched by the Promoter as aforesaid at the address of the Purchaser/s given hereinabove shall be treated/ deemed to have been received by the Purchaser/s.
41. That in case there are Joint Purchaser/s, all communications shall be sent by the Promoter to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.
42. This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/plot/building, as the case may be.

43. This Agreement may only be amended through written consent of the Parties.
44. The terms and conditions of this Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and the Rules made there under.
45. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit shall equally be applicable to and enforceable against any subsequent Purchaser/s, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.
46. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
47. The Promoter and Purchaser/s agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
48. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, then it shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

("the said Land")

All that piece and parcel of land or ground admeasuring Hectares 01=27.07 Ares being a portion out of land admeasuring Hectares 01=61.50 Ares bearing Survey No.21/1A+1B+3A/1+3A/2+3A/3+3A/4, situate, lying and being at Village Undri within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Village Undri and which portion admeasuring Hectares 01=27.07 out of the said land bearing Survey No.21/1A+1B+3A/1+3A/2+3A/3+3A/4, Undri, Pune is delineated in red ink in Annexure "A" annexed hereto and bounded as follows, that is to say:-

On or towards the East	By land bearing Survey No. 21, Village Undri
On or towards the South	By land bearing Survey No. 4, Village Undri
On or towards the West	By land bearing Survey Nos. 4, 18 and 19, Village Undri
On or towards the North	By land bearing Survey No. 20, Village Undri

THE SECOND SCHEDULE ABOVE REFERRED TO

(of the said Unit)

The Residential Unit admeasuring _____ sq. mtrs carpet area bearing No. _____ to be situate on the _____ floor in the Building A1 of the Project **"NYATI ETHOS I - A1 - PART"** to be constructed by the Promoter on a portion of the said Land as part of the Housing Complex known as **"NYATI ETHOS I"** more particularly described in the First Schedule hereinabove written TOGETHER WITH the Enclosed Balcony/ies having an area of _____ sq. mtrs. appurtenant thereto , Dry Balcony having an area of _____ sq. mtrs. appurtenant thereto and further together with the exclusive right of user of the Open Terrace at eye-level having an area of _____ sq. mtrs. appurtenant thereto, and FURTHER TOGETHER with the exclusive right of user of _____ covered Car Parking Space/s bearing No/s. _____ situate in the Parking Floor/ adjacent to the said Project **"NYATI ETHOS I - A1 - PART"** and which said Residential Flat is delineated in red ink on the _____ floor plan of the said Building annexed hereto as **Annexure "F"**.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Schedule of Payments)

15. 10% of the total consideration- At the time of application
16. 20% of the total consideration - at the time of the registration of the document
17. 15% of the total consideration – within 15 days from date of registration of the document
18. 5% of the total consideration upon casting of **7th floor** slab of the building of the said apartment/unit
19. 5% of the total consideration upon casting of **8th floor** slab of the building of the said apartment/unit
20. 5% of the total consideration upon casting of **9th floor** slab of the building of the said apartment/unit
21. 5% of the total consideration upon casting of **10th floor** slab of the building of the said apartment/unit
22. 5% of the total consideration upon casting of **Terrace floor** slab of the building of the said apartment/unit
23. 5% of the total consideration upon completion of the walls, internal plastering and external plaster of the said apartment/unit
24. 5% of the total consideration on completion of the floorings, terraces and waterproofing of the said apartment/unit
25. 5% of the total consideration on completion of the staircases, lift wells, lobbies up to the floor level of the said apartment/unit
26. 5% of the total consideration on completion of lifts, external plumbing, electrical points, entrance lobbies and plinth protection of the building of the said apartment/unit
27. 5% of the total consideration on completion of sanitary, C P fittings, water pumps, paving and other works related to completion of said apartment/unit and the building.
28. 5 % of the total consideration at the time of Possession of the said apartment/unit.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Specifications & Amenities of the said Unit and the said Building and
Common Areas and Facilities available for the said Project)

1) STRUCTURE, MASONARY WALLS & PLASTER/PAINTS

- a) RCC Framed Structure.
- b) Masonary Walls in AAC Blocks.
- c) External wall with Sand Faced Plaster with Acrylic Paint. Paint Brand – Asian/Dulux/Berger/New world Paints/Jotun/Dr.Fixit.
- d) Internal walls & Ceiling – Gypsum finished walls & Putty finished Ceiling

2) FLOORING & DADO

- a) 600 X 600 MM Vitrified tiles for flooring with skirting for Living/Passage, Kitchen, Bed rooms. Brand – Zealtop/Kajaria/Somany/Asian/Nitco
- b) Matt finish Ceramic flooring in toilets and Terraces. Brand – Kajaria/Somany/Nitco/Asian
- c) Coloured glazed Ceramic tile dado up to 2.1m Brand- Kajaria/Somany/Nitco/Asian

3) KITCHEN

- a) Granite top kitchen platform, with S.S. Sink & Ceramic Glazed tile dado up to 1.2m above platform. – Tile Brand- Kajaria/Somany/Nitco/Asian : SS Sink Brand – Franky/Nirali.
- b) Piped gas outlet.

4) TOILETS

- a) CPVC Concealed plumbing with Hot and Cold arrangement. Brand – Finolex/AjayFlowGuard/Prince/Supreme
- b) C P fittings. Brand- Jaguar/Grohe/Isenberg/Kohler
- c) Sanitary Wares. Brand – RAK/Hindware/Jaguar/Kohler
- d) Solar Water Heating System for Master Toilet only.

5) ELECTRIFICATION & CABLING

- a) Concealed copper wiring with modular switches in all flats. Brand for Electrical Switches - Legrand/Schneider/Anchor : Electrical Wiring – Polycab/Finolex/R.R.Kabel/Havells
- b) Provision for telephone point in Hall & all Rooms.
- c) TV point in hall and all rooms.
- d) Electrical points for AC in all Rooms.
- e) Electrical Points for washing machine, water purifier and fridge.
- f) Generator back-up for entire flat **EXCLUDING** 15 amp Electrical points.

6) DOORS

- a) Main Door Frame – Wooden -Red Meranti
- b) Main Door Shutter - Both side Veneer main door shutter with accessories.
- c) Bedroom Frame & Doors - Skin door shutters with Red Meranti door frame.
- d) Toilet Doors - Skin door shutters with Granite door frame.
- e) Eye Level Terrace Door - 3 Tracks Aluminium powder coated sliding Doors with Mosquito Net.

7) WINDOWS

- a) 3 Tracks Aluminum powder coated sliding windows with Mosquito Net
- b) PVC louvered windows for all toilets.

8) PAINTING

- a) Internal walls & Ceiling - Oil Bound Distemper: Brand – Dulux/ICI/Asian/Berger/Nerolac
- b) External walls - Acrylic Paint: Brand – Asian/Dulux/Berger/New world Paints/Jotun/Dr.Fixit.
- c) Inside Toilet & Ceiling - Oil Paint above Tile dado.

9) LIFTS

- a) Automatic Door Elevators – 2 nos per building . Brand – Kone

COMMON AREAS, AMENITIES & FACILITIES

- a) Main entrance gate with security cabin & Compound wall. (Already constructed & Functional)
- b) Landscaped garden with lawns and flower beds. (Already constructed & Functional)
- c) Children's play area with play equipment. (Already provided & Functional)
- d) Club House with Swimming Pool & Gymnasium. (Already constructed & Functional)
- e) Generator backup for passenger elevators, pumps, common lights and Club House. (Already provided & Functional)
- f) Internal Tremix concrete roads. (Already constructed & Functional)
- g) STP as per statutory requirements. STP Recycled water for Gardening and Flushing. (Already provided & Functional)
- h) Wet Garbage disposal through Organic Waste Converter. (Already provided & Functional)
- i) Rain water harvesting. (Already constructed & Functional).
- j) Provision for Piped Gas network system.

SIGNED & DELIVERED by the Withinnamed)
Promoter NYATI BUILDERS PRIVATE LIMITED)
by the hand of by the hand of its duly)
Constituted Attorney _____)
in the presence of :)

1.

2.

SIGNED & DELIVERED by the withinnamed)
First Confirming Party THE SOMESHWAR)
CO-OPERATIVE HOUSING SOCIETY LIMITED,)
by the hand of its duly constituted Attorney,)
NYATI BUILDERS PRIVATE LIMITED, by the)
hand of its duly Authorised Signatory)
_____)
in the presence of:)

1.

2.

SIGNED & DELIVERED by the withinnamed)
Second Confirming Party M/S.WELLINGDON)
ESTATES by the hand its duly constituted)
Attorney,)
NYATI BUILDERS PRIVATE LIMITED, by the)
hand of its Authorised Signatory)
_____)
in the presence of:)

1.

2.

SIGNED & DELIVERED by the Within named)
Purchaser/s SHRI/SMT. _____)
_____)
_____ in the presence of:)

DRAFT

No Objection Letter by the Purchaser/s

I/We do hereby accord my/our consent to the Promoter to carry out any changes, revisions, renewals, alterations, modifications, additions etc. in the said Sanctioned Layout and Building Plans in respect of the said Land.

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

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

Date:

Place:

Purchaser/s.