

Date:

ALLOTTMENT LETTER

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

E-mail address:.....

Dear Sir / Madam,
You have shown your interest in purchasing an Apartment (details of Apartment are more particularly described hereinbelow) in our project ‘Dwarka Project-1’, situated at Gat No.95,96,94,127 at village Mahalunge, Taluka Khed, District Pune. We have accepted your offer on following terms and conditions;

APARTMENT PARTICULARS	
Residential Apartment No./Shop No.	
Carpet Area	_____ sq.mt. (_____ sq.ft.)
usable floor area of enclosed balcony	_____ sq.mt. (_____ sq.ft.)
usable floor area of attached Open Balcony	_____ sq.mt. (_____ sq.ft.)
attached usable floor area of Dry Balcony	_____ sq.mt. (_____ sq.ft.)
attached usable floor area of Terrace	_____ sq.mt. (_____ sq.ft.)
Total usable floor area	_____ sq.mt. (_____ sq.ft.)
Floor	
Building No./Name	

TOTAL PRICE AND PAYMENT PLAN		
Price of Apartment		Rs.
Price of covered car parking		Rs.
Agreement Cost		
PAYMENT SCHEDULE		
On or before execution of agreement	10.00%	
Within 2 weeks after the execution of Agreement	20.00%	
On completion of the Plinth of the building	15.00%	
On Completion of 2 nd Slab above the Plinth	05.00%	
On Completion of 5 th Slab above the Plinth	05.00%	
On Completion of 8 th Slab above the Plinth	05.00%	
On Completion of 10 th Slab above the Plinth	05.00%	
On Completion of 12th Slab above the Plinth	05.00%	
On completion of the walls, internal plaster, floorings of the said Apartment	05.00%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level, doors and windows of the said Apartment.	05.00%	
On completion of the external plumbing and external finishing, elevation, terraces with waterproofing, of the building	05.00%	
On completion of the liftswater pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of appertainanat land	10.00%	
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	05.00%	
Grand Total	100.00%	

OTHER CHARGES PAYABLE BY ALLOTTEE	
Stamp Duty- 5%	
Registration Charges- 1%	
GST - @.....%	
Miscellaneous registration expenses	
Legal cost, charges and expenses	
Share money, application entrance fee of the Society	
Charges for formation and registration of the Society	
Deposit towards Water and other utility and services connection charges	
Deposits of electrical receiving and Transformer/ Sub Station provided in Layout	
<u>Total</u>	

AMOUNTS PAYABLE BY THE ALLOTTEE ON OR BEFORE DELIVERY OF POSSESSION OF THE APARTMENT	
Deposit towards provisional monthly contribution towards outgoings of Society and Maintenance charges Rs..... paise XSq.ft total usable area X for.....months.	
Service Tax (@14.50%)/GST on the maintenance Charges(or as applicable)	
Total	

TERMS AND CONDITIONS:

- 1) Issuance of this non-transferable Allotment Letter to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee signs and delivers the Agreement with all the schedules (Copy attached) along with the payments due as stipulated in the above Payment Plan within 30 (thirty) days from the date of this Allotment Letter; and appears for registration of the Agreement before the concerned Sub- Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law.
- 2) If the Allottee(s) fails to execute and deliver to the Promoter Agreement within 30 (thirty) days from the date of this Allotment letter and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter within the aforesaid 30 days, then the Promoter shall serve a notice to the Allottee by e-mail/by hand/by Post/by courier on the address given by the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application/Allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount/ token amount shall be returned to the Allottee without any interest or compensation whatsoever.
- 3) Minimum token amount should be equivalent to Rs.1,00,000/- of the agreement cost, which shall be retained as interest free *bonafide refundable* deposit, refundable.
- 4) Unless agreement is entered into by the applicant, no right of any nature is conferred or intended to be conferred by this Letter on the applicant.

- 5) All taxes, cess, charges or levies under any concerned statute shall be borne by the Purchaser, over and above price of the Apartment.
- 6) The Purchaser has received the floor plan & specification, of the said flat at the time of booking and has no confusions what so ever and would not change the option confirmed by us on the date of booking.
- 7) In case of cancellation for any reason what so ever then the amount paid by the Allottee against the said booking shall be returned within 30 days from date of cancellation of booking.

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

Allottee's Signature 1) _____ 2) _____

For Naiknavare Developers Pvt Ltd(PROMOTER)

Mr.....

Senior Executive/Assistant Manager-Sales sign: _____

AGREEMENT TO SELL

This AGREEMENT TO SELL is executed here at Pune, on this ____ day of _____ month of the year _____,

Between

NAIKNAVARE HOUSING DEVELOPMENT PRIVATE LIMITED, a company, registered under the Indian Companies Act, 1956, having its office at, 1204/ 4, Ghole Road, Shivajinagar, Pune: 411 004, represented by its duly authorised Director **HEMANT DATTAJI NAIKNAVARE**, aged about 50 years, occ: business OR **RANJIT DATTAJI NAIKNAVARE**, aged about 48 years, occ: business, ...hereinafter called as the **"OWNER/ PROMOTER"**, which expression shall, unless repugnant to the context or meaning thereof, mean and include its administrators and assigns, ...of the ONE PART,

and

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

W H E R E A S the Promoter has proposed to promote and develop a township in phases, under the name '**Dwarka**', on various pieces of lands abutting each other, on north-west of village Mahalunge and south west of village Ambethan both of Taluka Khed, District Pune, comprising a large track of land, hereinafter referred to as the proposed Township Land,

AND WHEREAS out of the proposed Township Land, the Promoter has already purchased some parcels of land, while the owners of some other parcels have agreed to sell their parcels of land together with rights to develop the same, and some other parcels of land are in the process of being acquired by the Promoter,

AND WHEREAS the Promoter has also drawn conceptual plans for development of the township, which comprises of residential houses, school, convenience shopping, open spaces, amenity spaces, internal roads and other infrastructure,

AND WHEREAS the Promoter has presently acquired all those parcels of land bearing, more particularly described in the **FIRST SCHEDULE** written herein (hereinafter, *collectively* referred to as the said **"LARGER LAND"**), under registered instruments of sale, as enumerated in the Appendix given hereto,

AND WHEREAS the said Larger Land is in a residential zone, in the Final Regional Plan of Pune Region, which came into force with effect from 10.02.1998, drawn and sanctioned by the State of Maharashtra, under the provisions of the Maharashtra Regional and Town Planning Act,1966,

AND WHEREAS the said Larger Land being also located outside the limits of Pune Urban Agglomeration, Pune, the provisions of the Urban Land (Ceiling and Regulation) Act,1976 [now repealed by the Urban Land (Ceiling and Regulation) Repeal Act,1999, adopted by the Legislative Assembly and Legislative Council of the State of Maharashtra, *vide* their resolution dated 01.12.2007, published in the Maharashtra State Gazzette (Extra-ordinary) dated 05.12.2007] are not attracted,

AND WHEREAS the Sub-Divisional Office Junnar, Sub.division Khed, *vide* his Order dated 14.01.2008 bearing No.SJD/ N.A./ S.R./ 195/ 2007, followed by Order dated 26.05.2008 bearing No.SJD/ N.A./ S.R./ 236/ 2007, Order dated 23.10.2009 bearing No.SJD/ N.A./ S.R./ 285/ 2008, Order dated 30.10.2009 bearing No.SJD/ N.A./ S.R./ 47/ 2008, Order dated

13.09.2010 bearing No.SJD/ N.A./ S.R./ 117/ 2010, Order dated 21.01.2011 bearing No.SJD/ N.A./ S.R./ 412/ 2010, Order dated 09.11.2012 bearing No.SJD/ N.A./ S.R./ 157/ 2012, Order dated 18.03.2013 bearing No. SJD/ N.A./ S.R./ 577/ 2012, order dated 09.12.2014 bearing No. SJD/ N.A./ S.R./ 153/ 2014 permitted non-agricultural use of the said Larger Land, for the purpose of residence under section 44 of the Maharashtra Land Revenue Code, 1966 and also sanctioned the building/s plans, followed subsequently by development permission and commencement certificate No. DP/BKH08/2016/Prakra.851/16-17/KHE/Shakha-1/Mou.Mahalunge/Gat No.88 and other dated 10.11.2016 issued by Pune Metropolitan Regional Development Authority (established vide Notification dated 31.03.2015 issued by UDD, Maharashtra)

AND WHEREAS environment Department, Government of Maharashtra vide No. SEAC-2009/CR.15/TC-2 dated 19.05.2010 granted Environmental Clearance for the 'Dwarka' Township.

AND WHEREAS the Promoter would be developing the aforesaid Larger land in phase wise manner by constructing buildings which shall have common amenities for entire larger land. Development of residential tenements is conceived to be organized in the form of separate clusters of buildings of 1, 2 & 3 bedroom configuration and as per provisions of the Maharashtra Co-operative Society Act, 1960 and each such cluster is proposed to be constituted as an independent co-operative housing society, capped by an Apex Federal Society of all such organizations. The Promoter has completed construction of some of the buildings and clusters on the larger land of 'Dwarka' township and possession of some Apartments are handed over to respective allottees and further constituted cluster-wise independent co-operative housing societies for the same. Whereas under the larger township of Dwarka and as part of cluster/Sector 1C, the Promoter is constructing building 'C-41, having Parking Floor (Plinth) + 12 floors, comprising of 96 residential units, building 'C-42', having Parking Floor (Plinth) + 12 floors, comprising of 96 residential units, building 'F-1', having Parking Floor (Plinth) + 12 floors comprising of 144 residential units, building 'F-2', having Parking Floor(Plinth) + 12 floors, comprising of 144 residential units and a Club House No.05 on land admeasuring **9959.81 Sq.mt** underneath thereto, which is more particularly described in the **SECOND SCHEDULE** hereunder written (Hereinafter referred to as "**the Project Land-3**"); The Project land-3 is delineated in Purple colour in the Plan annexed herewith as **ANNEXURE-C-2**.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land-3 in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land-3;

AND WHEREAS the Promoter has proposed to construct building 'C-41, having Parking Floor (Plinth) + 12 floors, comprising of 96 residential units, building 'C-42', having Parking Floor (Plinth) + 12 floors, comprising of 96 residential units, building 'F-1', having Parking Floor (Plinth) + 12 floors comprising of 144 residential units, building 'F-2', having Parking Floor (Plinth) + 12 floors, comprising of 144 residential units along with a Club House No.05 to be constructed on part of the Larger Land of "Dwarka' township.;

AND WHEREAS the Allottee is offered an Apartment/Shop bearing number on the floor, (herein after referred to as the **said "Apartment"**) in the '.....' building (herein after referred to as the said "Building") being constructed in the Project land-3 by the Promoter; the said Apartment is more particularly described in the **THIRD SCHEDULE** hereunder written

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

AND WHEREAS the Promoter has appointed Mr. Ranjit Naiknavare, a director of Naiknavare Housing Development Pvt Ltd a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

AND WHEREAS by virtue of the Sale Deed the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on

the Project land-3 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-3 and the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by advocate of the Promoter, authenticated copies of extracts of Village Forms VI and VII and XII showing the nature of the title of the Promoter to the Project land-3 on which the Apartments/Shops are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by Pune Metropolitan Regional Development Authority have been annexed hereto and marked as **Annexure 'C-1'**;

AND WHEREAS considering revisions/alterations recommended by the Architect/Engineer in the sanctioned layout of Annexure-C-1, and as may be permitted by the Planning Authority, the promoter has submitted Layout and building Plans proposing revisions and alterations in sanctioned Plan to Pune Metropolitan Region Development Authority (PMRDA) for seeking its revised approval. Subject to getting approval from PMRDA on the said submitted Plan, the construction of the buildings and open spaces are proposed to be provided by the Promoter in the said 'Dwarka township' as well as in the Project Land-3. The authenticated copy of said Plan submitted with PMRDA as proposed by the Promoter has been annexed hereto and marked as **Annexure 'C-2'**. and the proposed deviations/revisions are declared and intimated by the Promoter to the Allottee in **Annexure 'C-2'** ;

AND WHEREAS, as mentioned above, the promoter is proposing development of 'Dwarka' Township, comprising of number of buildings and common club Houses for the buildings/clusters of the buildings. Various common amenities and services are to be shared by all the buildings in the township 'Dwarka' as per the approved Layout.

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

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time including revised permissions to minor deviations as disclosed in Annexure-C-2, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land-3 and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. onfloor in wing situated in the building No. '.....' being.... constructed in the said Project land-3;

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

appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;

AND WHEREAS the Apartment also has one attached enclosed balcony of an area admeasuringSq.mt, Dry Balcony of an area admeasuringSq.mt, Open Balcony of an area admeasuringSq.mt and attached terrace of an area admeasuring.....Sq.mt attached to the said Apartment for the exclusive use of the Allottee.

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

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

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

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

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

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

1. The Promoter shall construct the said building '.....' consisting of Parking (Plinth) + 12 floors upper floors along with common Club House on the Project land-3 in accordance with the plans, designs and specifications as may be approved by the concerned local authority from time to time.

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

- 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres on floor in the building alongwith usable floor area of enclosed balcony admeasuringsq.mt, usable floor area of attached open Balcony admeasuring sq.mtr. and usable floor area of Dry BalconySq.mt attached usable floor area of Terrace.....Sq.mt, making a total usable floor area including the carpet area of sq Mtrs (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures-D for a *lump sum* consideration of Rs. including Rs..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **ANNEXURE-E** hereinbelow.
- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking space bearing No. _____situated at

-being constructed in the layout for the consideration of Rs.
...../-
- 1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. /-
- 1(c) The Allottee has paid on or before execution of this agreement a sum of Rs..... (Rupees..... only) as advance payment and hereby agrees to pay to the Promoter in following manner;

PAYMENT PLAN		Amount in Rupees
paid before execution of this agreement	10.00%	
within 2 weeks after the execution of this Agreement	20.00%	
on completion of the Plinth of the building	15.00%	
On Completion of 2 nd Slab above the Plinth	05.00%	
On Completion of 5 th Slab above the Plinth	05.00%	
On Completion of 8 th Slab above the Plinth	05.00%	
On Completion of 10 th Slab above the Plinth	05.00%	
On Completion of 12th Slab above the Plinth	05.00%	
On completion of the walls, internal plaster, floorings of the said Apartment	05.00%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level, doors and windows of the said Apartment.	05.00%	
On completion of the external plumbing and external finishing, elevation, terraces with water proofing, of the building	05.00%	
on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving if any specified, of areas appertaining and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located	10.00%	
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	05.00%	
Grand Total	100.00%	

It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Apartment is located and the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments. Without prejudice to the rights of the Promoter in this agreement or in law, the Promoter and the Purchaser shall be at liberty by mutual consent to alter and/or modify the payment of the agreed price of the said flat.

- 1(d) The Total Price above excludes stamp duty and registration charges, Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the Apartment) and which shall be borne by the allottee as and when applicable.
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in

that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 11 %.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 1 (i) (a) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Apartment.

(b) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ value added tax/ works contract tax/ service tax, or Goods and Service Tax or any such tax penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the Project land-3 or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Allottee. The Allottee hereby, indemnifies the Promoter and the Allottees's organisation from all such levies, cost and consequences. The Allottee shall pay the amount of such service tax as may be called upon by the Promoter, either to the Promoter or in any specific account for collection of service tax as may be directed by the Promoter. The Allottee shall not be entitled to possession of the said Apartment, unless he pays such amount of service tax.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

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

- 3.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land-3 is 17098.57 square meters only and Promoter has planned to utilize Floor Space Index of 19100 Sq.mt by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 19100 Sq.mt as proposed to be utilized by him on the project land-3 in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 3.2 Notwithstanding anything contained anywhere in this Agreement, the Allottee hereby declares, confirms and agrees that;
- (a) the rights of the Promoter to develop the township either under the Special Township Regulations dated 15.11.2005 bearing No.TPS-1804/ Pune R.P.DCR/ UD-13, issued and framed by the Government of the State of Maharashtra under section 20(4) of the Maharashtra Regional Town Planning Act, 1966 and published in Maharashtra Government Gazette dated 21.11.2005 and/or modifications therein if any, or otherwise under other concerned statutes, shall not be prejudiced or affected in any manner whatsoever, by virtue of this agreement or otherwise,
 - (b) in view of the future changing and growing needs of the Proposed Township, the Promoter has reserved all its rights to amalgamate and/or sub-divide the said Larger Land and/or any other abutting/adjoining or nearby piece of land, as being part of the Proposed Township Land, for which, the Purchaser hereby accorded his irrevocable consent and no objection to the Promoter,
 - (c) the Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the said Larger land and/or such other adjoining/ abutting pieces of land either as Floating Floor Space Index or otherwise, so also to use the same in the manner and at the location either in phased manner or otherwise, as may be exclusively decided by the Promoter,
 - (d) the Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the project land-3 and/or the said 'Dwarka' township either as Floating Floor Space Index or otherwise, so also to use the same in a manner and at a location, either in phased manner or otherwise, as may be exclusively decided by the Promoter,
 - (e) the Allottee hereby, grants his/ her consent for change/ modification/ alteration in the layout of the said Larger Land including amalgamation and/or sub.division thereof, alternation or revision of the plans of any of or all the buildings, in case the same is required to be done under any rule, regulation, enactment in force or to be enforced or in case the same is felt required by the Promoter, without prejudicing the construction of the said Apartment as agreed to be purchased by the Allottee, without the consent of the Allottee in writing,
 - (f) the Promoter shall have preferential/ pre-emptory right to utilise the residual or available FAR/ FSI or as increased by reason of any rule/ regulation/ enactment or granted and/or allowed thereunder either by way of premium FSI or TDR, in respect of or relating to or on the said Larger Land, to which the Allottee hereby agrees and shall always be deemed to have agreed,
 - (g) the services such as underground water tank, D.G. set, Sewage Treatment Plant, open space and Organic waste converter, MSEDCL Transformer and Club House are common for all the buildings in Sector 1C of the Dwarka Township,
 - (h) the 'amenity space' would be developed by the Promoter as per users allowed in development rules and the Promoter is entitled to deal with and/or dispose of and/or retain for its commercial use entirely at the discretion of the Promoter. As may be necessary a separate Society/ Company/ association of Apartments may be formed

for such commercial retail building, at the discretion of the Promoter and which would be a member of the Federal Society.

- (i) the Promoter is entitled to handover, transfer and/or surrender any land under the road in the Master layout to Competent Authority as and when required and entitled to get FSI or any other benefit from the same.
- (j) the Promoter is entitled to develop the layout of the said 'Dwarka' township, by putting more buildings, Club Houses and structures and/or to dispose of such buildings as may be permissible.
- (k) the Promoter shall be entitled to compensation from the Allottee in case any obstruction or impediment of any nature raised by and on behalf of the Allottee to the development of the project land-3 and/or other pieces of land adjoining to the project land-3 either by amalgamation and/or consumption of FAR/FSI for any building thereon, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment *being* raised by the Allottee,
- (l) in the 'Dwarka' Township , the school building has been constructed as per sanctioned plan No. SJD/NA/SR/286/2008 dated 22.05.2009, followed by PKH/Village Mahalunge/Gat No. 88, 128/Case No. 1740 dated 09.10.2015 by the PMRDA, which shall be subject to amalgamation with the layout of Dwarka Project, and on such amalgamation the school building shall be treated to be a part of the 'amenity space' of the layout.
- (m) in the 'Dwarka' Township School, Sport center shown in the Master Plan may be changed or developed as per requirement of the Trust and permissible DC Rules.
- (n) in the 'Dwarka' Township many co-operative housing societies of the flat purchasers either on the basis of buildings and/or location of land, and/or conglomeration of buildings and/or location of pieces of land will be formed and a federal society comprising of all such co-operative housing societies as its members, as their apex body shall be formed,
- (o) the conveyance of the structures of the buildings shall be executed by the Promoter in favour of the respective co-operative Society and the larger land under layout of 'Dwarka' Township and/or any other land which may be acquired by the Promoter either amalgamated with the said Larger Land or otherwise, shall be executed by the Promoter only in favour of such federal society,
- (p) in the event, redevelopment of buildings is proposed by an individual Society of the 'Dwarka' township, such Society will be entitled to FSI to the extent of the FSI consumed for buildings under the Society which is conveyed to the Society as per Deed of Conveyance executed by the Promoter in favour of such Society. In the event that the permissible FSI is increased in the future, each society shall be entitled to the increased FSI in proportion to its existing FSI to the total existing FSI of the township. For such redevelopment, necessary permission/ No objection shall be granted by Federal Society to its member Societies,
- (q) in the township 'Dwarka', forest Garden and land under 18 Meter wide road connecting to Village Road-11 and as may be connected to MDR-18 shall be part of Federal Society. Also land under 12mt wide road which is giving access to Forest Garden from the 18 mt wide road in a 'Dwarka township shall be part of Federal Society. The same shall be under the maintenance of the federal Society.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing any default of payment of instalments, the Promoter at his own option, may terminate this Agreement:

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

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

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

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

6. The Promoter shall give possession of the Apartment to the Allottee on or before and the Promoter shall complete construction of Club House No.05 on or before 31.12.2019. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- i. war, civil commotion or act of God;
- ii. any notice, order, rule notification of the Government and/or other public or competent authority/court.
- iii. the Allottee has committed any default in payment of installment as mentioned in Clause No. 1(c) (without prejudice to the right of the Promoter to terminate this agreement under Clause 4.2 mentioned herein above),
- iv. any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee,
- v. non-availability of steel, cement or any other building materials, water or electric supply,
- vi. any delay on the part of the Office of the Collector, Pune or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said Larger land-3,
- vii. any other reasons beyond the control of the Promoter,

7.1 Procedure for taking possession -

The Promoter, upon obtaining the occupancy certificate from the competent authority, shall within 7 days thereof offer in writing the possession to the Allottee, which shall be handed over upon receipt of payment as per agreement from the

Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be from date of intimation that the said Apartments are ready for use.

- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.
- 7.3 At the time of delivery of possession of the said Apartment, the Allottee shall also execute such other documents such as possession receipt, declaration *et cetera*, as might be required by the Promoter.
- 7.4 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable from date of intimation given by the Promoter that the said Apartments are ready for use.
- 7.5 (a) The construction of buildings in the present Project, is in the form of a combination of conventional R.C.C. type construction and shear walls structure, with a new construction technology, which may not involve conventional use of building material like bricks or blocks. The building/s will be of floor slabs and structural RCC walls of cast in situ reinforced concrete. Aluminium Formwork equipment used in manufacture of the structure may be imported or manufactured indigenously. The Allottee is thus made aware that the construction is as per said new technology. Therefore, the Allottee agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Apartment or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings.
- (b) Except in the event of default in 7.4(a) above, if within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, provided regular maintenance and due care has been taken by the Allottee to keep the Apartment in good conditions and repairs.

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

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

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

9. The Allottee along with other allottee(s) of Apartments shall join in forming and registering a Co-operative Housing Society Ltd for cluster of buildings, as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 (a) A Co-operative Housing Society shall be formed and registered for the cluster of buildings/Sector 1C in the layout of the said 'Dwarka' Project, alongwith common Club House No.05. The Promoter shall submit the application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 within three months from the date on which fifty one per cent. of the total number of allottees in such cluster /Sector 1C have booked their apartment.
- (b) The Promoter shall execute conveyance of the structures of the buildings (excluding basements and podiums) in favour of the said Society on or before 31.12.2024 and the conveyance of the larger land under layout of 'Dwarka' Township and/or any other land which may be acquired by the Promoter either amalgamated with the said Larger Land or otherwise, shall be executed by the Promoter only in favour of such federal society on or before 31.12.2027, both conveyances of structures and Larger Land shall be subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose off the remaining Apartments, if any.
- Provided that, after conveying the title to the association of allottees as mentioned in above clause No.9.1 (b) above, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment or building which is still not sold or allotted and shall be allowed to do so by the Co-operative Housing Society without any restriction on entry of the building and development of common areas:
- Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in Clause No. 7.4(b).
- (c) Under no circumstances, the Allottee or the organization of the Allottees shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee including in their share of contribution in maintenance charges either to the Promoter or to any other agencies or authorities, is actually paid by such Purchaser/ organization of purchasers,
- (d) All expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Allottee.
10. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, bettermen charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.
- The Purchaser is made aware that water will be supplied to every Purchaser of Flat in the project Dwarka through Chakan Industries Association (CIA) from Maharashtra Jeevan Pradhikaran (MJP). The existing rate of water levied by CIA is Rs.33/- per Kilo

Litre and the Purchaser shall contribute and pay the said charges of water as per applicable rates. In case rate of water is increased by CIA and or MJP then the Purchaser shall pay to the Promoter according to the increased rate without raising any objection.

- Water Charges and other dues, if not received by due date, the water supply will be disconnected and delayed payment will attract penalty charges.
- Restoration of water supply will be done only after payment of all pending dues and present reconnection charges are Rs.1200/-.
- No disconnection notice will be issued after due date and before disconnection of water supply.
- In case of default in payment the above said charges, the interest will be applicable @ 15 % P.A. for the period the payments are delayed. The interest on delayed payments is payable even if the services are disconnected for non payment of dues.

(a) In view of the above Rules, the Purchaser agrees and confirms that he is aware that water supply to the Purchaser or the organization shall get hampered due to non-payment of water supply charges from the Purchaser. If the water supply is disconnected for non-payment of CIA/MJP charges, by any or all purchasers, then the Promoter shall not be responsible for the same.

(I) Common Maintenance for the building or buildings where the said Flat is located

Rs. 3.25 ps. per sq.ft x total usable floor area of the said Apartment x 24 months= total amount payable by the Purchaser to the Promoter

(II) Water charges for the building or buildings where the said Flat is located

Rs.1.25 ps. per sq.ft.) x total usable floor area of the said Apartment x 24 months= total amount payable by the Purchaser to the Promoter

(III) Maintenance for common amenities in Dwarka township scheme on the land under master Plan

Rs.00.25 ps. per sq.ft. x total usable floor area of the said Apartment x 48 (forty eight) months= total amount payable by the Purchaser to the Promoter

The maintenance amount (I) and (III) mentioned above, shall be maintained by the Promoter in a separate account, and the maintenance amount (I) shall be used and utilised by the Promoter only for common maintenance of the buildings being constructed on the said Project land-3 for a agreed period from the date of intimation to take possession of the said Apartment given by the Promoter to the Purchaser, provided that the Promoter shall be entitled to extend the period above until the formation of the society. Also the maintenance amount (III) shall be used and utilised by the Promoter only for maintenance of common amenities until the handing over of responsibility of maintenance to the Federal Society or Adhoc Federal Society or the individual society as the case may be.

The maintenance amount (I) and (II) mentioned above, shall include only following items:

- i) Housekeeping and cleanliness
- ii) Maintenance contracts of lifts, generators, sewage Water Reclamation plant (SWRP), water purification & pumping system, water pumps, CCTV cameras, Organic Water Conversion (OWC), Tank cleanings, Fire Fighting Equipment's, PV System.
- iii) Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual flat/s, which would be payable by the Purchaser thereof in equal share together with other flat purchasers in the concerned building)
- iv) Common electricity bills
- v) Security charges
- vi) Gardening charges

- vii) Running expenses for clubhouse, (Gym) and play grounds and equipments thereof
- viii) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
- ix) Non agricultural taxes and any other similar taxes
- x) Pest control expenses
- xi) complaints regarding MSEDCL
- xii) Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.
- xiii) Elevator repairs & maintenance contracts along with lift inspection charges.
- xiv) Firefighting certification
- xv) Water supply from CIA/MJP
- xvi) Operational and electricity charges for the sewage treatment plant for the respective societies.

It is agreed between the parties that the said maintenance amount (I) and (II) mentioned above, shall **not** include the items mentioned below, and the Purchaser and/or the society either individually or through any appointed agency, shall have to bear the following maintenance, entirely from separate contribution made by the flat purchasers.

- i) Society and managing committee administration,
 - ii) Insurance for building/ flats/ equipments/ machinery, towards theft, fire etc. and such any other related expenses,
 - iii) Sinking funds etc.
 - iv) Property taxes of individual building/ flats and common amenities etc.
 - v) Any other taxes, levies, cess etc. of the property,
 - vi) Any other statutory charges,
 - viii) Repairs of the building for leakages, seepage to the property or any part thereof.
 - ix) Wear and tear charges.
- (b) Upon registration of co-operative Society, within 6 months from the registration of such Society, the Promoter shall be entitled to entrust maintenance of common areas and facilities to Co-operative Society of flat purchasers, subject to the liberty of the Promoter to entrust the maintenance even prior to the said period, in which case, the Promoter shall also entrust the balance remaining amount received from flat purchasers till then. All the common amenities in 'Dwarka' township shall be maintained by the Promoter till formation of Federation, and within 6 months from formation of Federation the Promoter shall be entitled to entrust maintenance of common areas and facilities to Federation of all Societies, subject to the liberty of the Promoter to entrust the maintenance even prior to the said period, in which case, the Promoter shall also entrust to the Federation the balance remaining amount received from flat purchasers till then.
- (c) The maintenance amount (III) mentioned above, shall be maintained by the Promoter in a separate account, and shall be used and utilised by the Promoter only for common maintenance of Dwarka township scheme on the larger land. The Promoter shall cause maintenance of the Dwarka township scheme on larger land only till the formation of the federal society of various societies in the scheme, and thereafter the same shall be done by such federal society. The Purchaser shall pay the maintenance amount (II) and (III) to the Promoter till handing over responsibility of the same to the Society/Federal Society and upon formation of Society of flat Purchasers in the Dwarka Project, the Society shall deposit the maintenance amount (II) and (III) to the Promoter/ Federal Society.
- (d) The maintenance amount (III) mentioned above, shall include only following items:
- i) Common Colony Roads, (Outside Individual Society gates)
 - ii) Street Light on common colony Roads
 - iii) Forest Park,
 - iv) Federation Office,
 - v) Power Distribution Transformers,
 - vi) compliances, cost and expenditure for environment clearances
 - vii) Common and central Water supply Pipelines between societies.
 - viii) common and central electric supply equipment, transformer, wiring and other such electric gadgets
 - ix) CCTV of common colony roads.
 - x) All other expenses for operating and managing individual societies shall be maintained and managed by the respective society.

- (e) The Roll out of maintenance of the 'Dwarka' township, including Project land-3, will be in phases in the proposed Layout Plan at Annexure-C-2. The Allottee has been informed the certain services are common to the entire Society and that therefore until they are operated at designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services.
 - (f) The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or non payment by the Allottees.
 - (g) It is also clearly understood that this shall not preclude such society or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.
 - (h) Such society or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the organization.
 - (i) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or society of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or society and/or federal society, as the case may be.
 - (j) The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the society, on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment.
 - (k) All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution Board, Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee and on the organization of the Allottee. The Purchaser shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.
 - (l) The Allottee and the organization of the Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations.
 - (m) It is agreed by the Parties herein after completion of construction, there shall not be levied any maintenance charges for common maintenance and/or water with respect to the unoccupied Apartments remaining unsold in the buildings on the Project land-3, either till sale of such Apartments or till 1 year from the date of completion certificate from the competent authority whichever is earlier.
10. The Allottee shall at the time of execution of this agreement keep deposited with the Promoter, the following amounts :-
- (i) Rs. 600/- for share money, application entrance fee of the Society,
 - (ii) Rs.1650/- for formation and registration of the Society,
 - (iii) Rs.8500/- For Deposit towards Water and other utility and services connection charges &
 - (iv) Deposits for receiving of electrical connections and Transformer/ Sub Station provided in Layout, Rs. 65000/-
- It is agreed by the Allottee that if the above amount would become insufficient then the Allottee agrees to pay further and additional amount, if any to the Promoter.
11. The Allottee shall pay to the Promoter a sum of Rs. 2500/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance, the Allottee shall pay to the

Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project land-3 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-3, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project land-3, 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-3 and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage

the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project land-3 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-3 and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. Till a conveyance of the Project land-3 on which the building in which Apartment is situated is executed in favour of Co-operative Housing Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project land-3 or any part thereof to view and examine the state and condition thereof.

- xiii. The Allottee shall be entitled to use the said Apartment for his/ her/ their own use for the Purposes of residence. Guidelines to use the said Apartment are enumerated in **ANNEXURE-G** herein below.
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-3 is transferred to the Apex Body /Federation as hereinbefore mentioned.
17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
- (a) After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
 - (b) The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Larger land and/or other pieces of land which may be the subject matter for development by the Promoter either as special township or otherwise.
 - (c) The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Larger land and/or other pieces of land which may be the subject matter for development by the Promoter either as special township or otherwise in favour of such bank/s and/or financial institute and/or person.
 - (d) The Purchaser hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
 - (e) The Promoter has availed loan assistance of Diwan Housing Finance Limited (DHFL) to whom the Project assets have been mortgaged as security for repayment thereof. However, the DHFL has permitted the Promoter to enter into this Agreement to Sell in favor of the Allottee herein pertaining to the said Flat.
 - (f) However, the Promoter shall always keep the Purchaser duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.
18. **PURCHASER'S DECLARATIONS:**
- (a) The Promoter herein has made full and true disclosures to the Allottee as to the title of the Promoter in respect of the Larger land, Project land-3 and TDR (if any) as well as the encumbrances, if any, known to the Promoter.
 - (b) It is hereby declared that the Promoter has shown following documents to the Allottee;
 - i) sanctioned Layout, building plan and the floor space index (FSI) at Annexure-C-1 as on date,
 - ii) a copy of proposed revision of Layout of 'Dwarka' township, which includes proposed FSI and proposed alterations and which has been submitted to PMRDA for approval,

The Promoter herein has made full disclosures to the Allottee as to the deviations in the Plan at Annexure-C-2 Project land-3. The Allottee hereby, granted his/ her/ their consent for change/ modification/ alteration in the Project-1 land and in the plans of the building as shown in Plan at Annexure-C-2.

- (c) The Promoter herein has also called upon the Allottee to carry out the search and to investigate the marketable title of the Promoter, in respect of the Project land-3 by appointing his/ her own advocate.
- (d) As required by the Allottee the Promoter herein has given all information to the Allottee herein and he/ she has acquainted himself/ herself with all the facts as to the marketable title of the Promoter and after satisfaction and acceptance of title has entered into this agreement.
- (e) The Promoter herein has specifically informed the Allottee and the Allottee herein is also well aware that the Promoter herein is developing the scheme under the name "Dwarka" on the said Larger land, with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme effect changes in the external elevations, or to erect any outer extension by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sit outs/ roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said Apartment to the Allottee herein on ownership basis, subject to the terms and condition of this agreement.
- (f) The Allottee herein declares that in "Dwarka" township, the Promoter herein are providing amenities/ material/ plant and equipment in common facilities like club house, elevators, electric rooms, etc and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the Society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not responsible,
- (g) The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the township name "Dwarka" and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.
- (h) Till execution of the Conveyance, the Allottee herein admits and agrees that the Promoter herein is entitled to represent the Allottee and on behalf of the Allottee give consent, affidavit, undertakings, NOC's and do all necessary things in all matters regarding property tax assessment, reassessment, availment of water connections to the said Apartment, buildings in the Project-3 as wells as the 'Dwarka' township before all concerned Authorities, Government Authorities, semi-government Authorities such as Planning Authority, MSEDCL, MSRDC, MPCB, Environment Committee of Maharashtra/Union Govt etc and decisions taken/compliance made by the Promoter in this regard shall be binding on the Allottee herein, and whatever acts done by the Promoter on behalf of the Allottee shall stand ratified and confirmed by the Allottee.

20. 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.

21. 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.

22. RIGHT TO AMEND

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

23. 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.

24. 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.

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

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

26. 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.

27. RESERVATIONS:

- (a) It is also understood and agreed by and between the parties hereto that the Promoter shall be at liberty to allot and grant exclusive facility or restricted/limited common areas facility attached to the concerned Apartment any open space, parking space, lobby, staircase landing, terrace, to any concerned Apartment purchaser and the same shall belong exclusively to such Apartment Purchaser, and the such Apartment Purchaser shall be entitled for exclusive use of such garden space, parking space, terrace space, as the case may be, to the exclusion of all other Apartment purchasers in the building or scheme. The Allottee hereby irrevocably granted and shall be deemed always to have granted his/ her consent for grant and allotment of such exclusive facility or restricted facility attached to the concerned Apartment.
- (b) All payments agreed to herein and otherwise required to be made by the Allottee otherwise, shall always be the ESSENCE OF THE CONTRACT, and failure whereof, shall be a breach of this agreement, committed by the Allottee.
- (c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Project land-3 or of the Larger land and the building or any part thereof. The

Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee, and open spaces, parkings, lobbies *et cetera*, will remain the property of the Promoter until the said Larger Land and the building save and except any part reserved by the Promoter, is transferred to the Allottees or the said organisation. The Promoter shall be entitled to dispose of such open space, terrace, parkings, garden space et cetera, to any Purchaser for which the Allottee hereby grants and is always deemed to have granted the consent.

- (d) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Allottee by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or noncompliance of any of the terms and conditions of this agreement by this Purchaser nor shall the same in any manner prejudice the rights of the Promoter.
- (e) The Allottee shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.
- (f) The Allottee shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Apartment or any part thereof and to make good any defects found in respect of the said Apartment or the entire building or any part thereof.

28. PLACE OF EXECUTION

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

29. The Allottee and/or Promoter shall present this Agreement as well as the conveyance 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.

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

Name of Allottee
(Allottee’s Address)
.....
.....
.....
Notified Email ID:
.....

M/s Promoter name

(Promoter Address) As
mentioned in title above of
this present.
Notified Email ID:
sales@naiknavare.com

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.

31. 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.
32. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
33. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
34. GOVERNING LAW
- That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement

STAMP DUTY PARTICULARS

Prescribed valuation as per Annual Ready Reckoner, 2017-18 Mahalunge, Taluka Khed, District Pune, as described in Sector 9.3		
Residential Flat	_____ sq.mt. x Rs...../- per sq.mt.	Rs. _____
Attached Terrace	Attached terrace-_____ sq.mt. x Rs...../- (40% of the prescribed rate for the flat)	Rs. _____
Open parking space for car	_____ sq.mt. x Rs...../- (40% of the prescribed rate of Rs...../- per sq.mt. per land)	Rs. _____
Stilt parking space for car	_____ sq.mt. x Rs...../- (25% of the prescribed rate for the flat, A.R.R. Note 16)	
Total prescribed valuation		Rs. _____
Total agreed price		Rs. _____
Stamp duty (as per Article 25(d)(1) of the Bombay Stamp Act,1958) on higher amount of the two above		Rs. _____
Note (in the event of the prescribed value is more than the agreed price) The agreed rate is true and correct market price of the said Flat. The stamp duty on the difference between the agreed price and the value prescribed, has been paid under protest.		

APPENDIX

Block No.	Area H.Are	Acquire d Area H.Are	Vendor/s	Sale Deed date & Reg.No
88 and 97	0.03 0.29.33	2/3 rd Share	Mr Baburao Sonu Mahalungkar and others.	19.03. 2016 1297/2016
90	1.09	Entire	Mr Sahadev Skharam Mahalungkar and others.	15.02.2008 1526/2008
91	0.62	Entire	Mr Dnyaneshwar Tukaram mahalungkar and others	Sale Deed 14.02 1523/2008

92	0.41	Entire	Mr Sitaram Haribhau Mahalungkar and others	25.04.2007 3620/2007 17.03.2008 2305/2008
93	1.52	Entire	Lilabai Jaywant Mahalungkar, Ramkrushna Namdev Mahalungkar, Shailendra nath Agrawal	21.02.2008, 1705,
94	3.28	Entire	Mahipati Mahadu Bhangare, Shailendra nath Agrawal & Others	21.02.2008, 1704,
95	4.21	0.60 0.80 0.20	Shailendra nath Agrawal & Others Alkabai Babaji Bhangare & Others Shantaram Gangaram Bhangare & Others	19.04.2008, 1843, 04.01.2010, 27/2010 26.03.2008, 1335,
96	0.73	Entire	Mr Sitaram Haribhau Mahalungkar and others	05.06.2008 2782/2008
113/2	0.84	Entire	Ramchandra Vishwanath Pande and others.	14.02.2008 1519/2008
122	0.4	1/9 th share 1/9 th share 1/9 th Share 1/9 th Share 1/9 th Share 1/3 rd Share 1/9 th Share	Laxman Digambar Bhangare and others Rama Digambar Bhangare and others Shantaram Gangaram Bhangare and others Dnyaneshwar Jagganath Bhangare and others Shridhar Babaji Bhangare and others Mahipati Mahadu Bhangare and Ranu Mahadu Bhangare Maruti Digamber Bhangare and others	04.10.2007 8534/ 2007 04.10.2007 8564/ 2007 04.10.2007 8812/ 2007 28.11.2007, 10169/2007 28.11.2007 10170 09.01.2008 342/2008 17.01.2008, 606/2008
123	2.65	Entire	(1)Nivrutti Bala Pawar (2) Amit Bala Pawar (3) Smt.Sunanda Bala Pawar (4)Smt.Laxmibai Popat Taras, (5)Sunil Popat Taras (6)Anil Popat Taras and others	09.01.2008, 339/2008
124	3.02	0.80	Maruti Digambar Bhangare, Laxman Digambar Bhangare and Rama Digambar Bhangare and others.	14.02.2008 1521/2008
125	0.89	Entire	Sanjay Saremal Oswal and Nemichand Saremal Oswal.	14.02.2008 1520/2008
126/1	0.76	Entire	Bhagwant Yashwant Bhangare, Vinayak Yashwant Bhangare, Smt. Anjanabai Jaywant Bhangare and Sunil Bhagwant Bhangare and others.	14.02.2008 1522/2008
126/2	2.44	Entire	Bhagwant Yashwant Bhangare, Vinayak Yashwant Bhangare, Smt. Anjanabai Jaywant Bhangare and Sunil Bhagwant Bhangare and others.	14.02.2008 1522/2008
127	1.19	Entire	Maruti Digambar Bhangare, Rama Digambar Bhangare, Laxman Digambar Bhangare, Mrs. Kunda Sayaji Nanekar and others.	15.02.2008 1527, 20.11.2008 7480/2008 20.11.2008 7480/2008
128/1	1.66	Entire	Mr Ashok Laxman jadhav	17.03.2008 2304/2008
128/2	1.66	Entire	Chandrakant Laxman Jadhav	14.02.2008 1524/2008
128/3	1.66	Entire	Uttam Laxman Jadhav	14.02.2008 1525,

-0-0-0-0-0-

FIRST SCHEDULE

(Description of the said "LARGER LAND")

All those pieces of lands,

Block (Gat) No.	Total Area acquired H. Are	Assessment Rs.ps.
88(P)	0.05	0.08
90	1.09	1.94
91	0.62	1.00
92	0.41	0.62
93	1.52	2.87
94	3.28	4.94
95(P)	1.60	11.97
96	0.73	2.75
97(P)	0.29.33	2.94
113/2	0.84	0.94
122	0.4	0.31
123	2.65	11.31
124(P)	0.80 east side out of 3.02	11.44
125	0.89	1.31
126/1	0.76	3.94
126/2	2.44	4.68
127	1.19	1.41
128/1	1.66	3.10
128/2	1.66	3.10
128/3	1.66	3.11
	24.18.33	Total area of said Larger land

situate at village Mahalunge, Taluka Khed, District Pune, within the limits of the Registration District of Pune, Sub.Registrar, Khed and Zilla Parishad Pune District, Panchayat Samiti Khed

0-0-0-0-0

SECOND SCHEDULE

(Description of Project land-3)

All that portion of land admeasuring 9959.81 sq.mt out the said Larger land more particularly described in the FIRST SCHEDULE above, which comprises portions of land out of Gat No. 127,94,95,96 and which is bounded as;

Towards East: balance portion of Sector1C

Towards West: vacant portion adjacent to MDR-18

Towards South: balance portion of Sector1C

Towards North: buildings under Sector 2A

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

-0-0-0-0-

THIRD SCHEDULE

(description of the said "Apartment")

All that

Residential Apartment No./Shop No.	
Carpet Area	_____ sq.mt. (_____ sq.ft.)
usable floor area of enclosed balcony	_____ sq.mt. (_____ sq.ft.)
usable floor area of attached Open Balcony	_____ sq.mt. (_____ sq.ft.)
attached usable floor area of Dry Balcony	_____ sq.mt. (_____ sq.ft.)
attached usable floor area of Terrace	_____ sq.mt. (_____ sq.ft.)
Total usable floor area	_____ sq.mt. (_____ sq.ft.)
Floor	
Building No./Name	

Which is bounded by ;

East:.....

West:.....

South.....

North.....

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

I have also seen the order permitting non-agricultural use of the said Larger Land for the purposes of residence together with the building plans, issued by the Sub.Divisional Office Junnar, Khed Sub.Division and PMRDA.

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

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

sd/-

Kiran Kothadiya
Advocate

0-0-0-0-0

ANNEXURE –B

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

ANNEXURE –C-1

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

ANNEXURE - C-2

(Copy of the Layout Plan as proposed by the Promoter and submitted to PMRDA for approval)

ANNEXURE -D

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

ANNEXURE– E

The fixtures and fittings, amenities and Specifications to be provided by the Promoter in the said building and the Apartment

Internal

- Vitrified tiles for flooring & 3" wide skirting.
- Green Marble Kitchen platform with S.S. sink and 2'0" ht. coloured Ceramic glazed tile dado.
- Coloured Ceramic Glazed Tile dado – up to 7'0" ht. in Bathroom & up to 4'0" ht in W.C.
- Matt Finish Ceramic tile for Flooring in Bathroom & W.C.
- Aluminum powder coated sliding window with mosquito net and oil painted grill for Living Room, Bedroom and Kitchen.
- Openable /Fixed louvered window with Bajri glass for Bath and W.C.
- Both side laminated main Door Shutter with night latch and Red Maranti door frame.
- Oil painted waterproof flush shutters for Bathroom, W.C. and Balcony with Red Maranti door frame & cylindrical lock.
- Oil painted Commercial Flush shutter for Bedrooms with Red Maranti door frame & cylindrical lock.
- Concealed plumbing in C.P.V.C. with hot and cold arrangement in Bathroom.
- Branded C.P. and Sanitary fittings.
- Concealed electrification with modular switches.
- Conduit for cable T.V. and intercom points in Living Room.
- Intercom facility for each flat.
- Oil bound distemper to wall and ceiling.
- Oil paint for wall and ceiling of Bathroom & W.C.
- Cabling for DTH T.V. connection (without set top box, usage & installation charges.)
- Exhaust fan in W.C.

External

- Matt Finish Vitrified flooring in Entrance & floor lobbies.
- Plaster with Acrylic paint for external walls.
- Directory Board, Name plate, Letter box, Electrical Meter Panel.
- Chequered Tile Flooring in parking.

Common Amenities:

- Gated Communities with security cameras & Intercoms.
- Club House with Multipurpose Hall, Table Tennis, Gymnasium and Society Office.
- Senior Citizen Area.
- Provision of recycled water for Flushing and Gardening.
- Wet Garbage disposal with organic waste converter.
- LED fixtures for common areas.
- Rain Water recharge bore wells.
- Plantation & Green Spaces

ANNEXURE –F

List of the deviations proposed in the proposed Layout Plan

ANNEXURE- G

Guidelines for use of Flat and Common amenities.

Lawn

1. No drinking, no smoking, no spitting, no pet animals allowed at the lawn/podium/Club House.
2. Dispose waste materials and trash in dustbins only.
3. Use only pathways for walking; do not use shortcuts across the lawns.
4. Do not touch the trees or pluck flowers.
5. Eatables are not allowed on the lawn.
6. Maintain decorum.
7. Don't use shoes on the green floor areas.

Multipurpose Hall/ Club House and Garden:-

1. Social functions are to be held at the Club House, for which bookings are to be made in 15 days advance.
2. The bookings for the clubhouse will be made on a first come first serve basis.
3. Loud music is not allowed.
4. No smoking or drinking (alcohol) in the clubhouse.
5. Timing for the Club House and Gymnasium is to be strictly maintained. The timing for the Gymnasium is 6am to 8pm and that of the clubhouse is 8am to 10pm
6. The use of club House for any function of the flat Purchaser is presently fixed at Rs.1500/- per day and Rs.300/- for housekeeping services , subject to revision therein at the Promoter/ the Society.
7. Handle carefully all the equipment of the Clubhouse. They are for residents use only.
8. Keep your normal external shoes outside the Gymnasium. Only sports shoes with clean soles especially made for Gymnasium are to be used inside.
9. Administration (society or developer) shall not be responsible for any personal injuries / accidents in the Club House/Swimming Pool.
10. After any function in club house, dispose the garbage in separate dust bin (dry and wet) and keep the club house and surrounding area clean.
11. Use garden play equipment carefully (for children below 12 years only).

Man Entrance Gate:--

1. Kindly instruct your drivers, servants or any visitors to write his/her name and show his/her identity proof to the security if asked for.
2. Do not park your vehicles in front of the gate.
3. Co-operate with the security staff & follow security instructions.
4. Head lights of two wheeler vehicles should be kept **OFF** and four wheeler inner cabin lights should be kept **ON** whilst entering or leaving out from the Main Gate.

Parking:--

1. Park your vehicles in the proper/designated parking area.
2. Park your vehicles in your allotted parking only. Do not use your parking for any commercial purpose.

3. Take the stickers from the Maintenance team and stick it on your vehicle on the front windshield, so that Security Guards can recognize it immediately.
4. Do not construct parapet walls to your parking area or enclose it any way as it is against Town planning bye-laws.
5. Do not dump your unwanted material like boxes, tires etc., in the parking.

Lifts:--

1. Close the lift doors carefully & follow the user instruction guide.
2. Lift is designed for a specific load; any extra load can cause an accident.
3. Do not carry heavy materials like cupboards, wooden furniture etc. by the lift.
4. Children below 12 years are not allowed to use the lift unattended.
5. In case of an emergency please do not panic, press the alarm button. Wait till the operator or security comes to your rescue.
6. Do not try to hang on to the landing edge and come out of the lift. In case the lift stalls between two floors, Wait till lift comes to the landing level, which it is designed to do.
7. Lift maintenance number

Fire Extinguisher:-

1. Firefighting system with Hose reel, Hose pipe with nozzle has been made available at the staircase.
2. The firefighting equipment's are expensive, hence instruct the security people to safeguard the same.
3. Do familiarize yourself with the firefighting system operation & maintenance. In case of a fire, do not use the elevator.

Sewage Treatment Plant (STP) :-

If the STP is not properly maintained, within 3-4 days foul gases may form and also the repairing charges are high. Treated water of STP should utilize for flushing & gardening purpose.

Common Areas:-

1. Do not keep unwanted boxes or household goods on external chajjas /terraces. They are not designed for these loads and also spoil the look of the society.
2. Do not keep water taps open. Damages caused due to overflow of water will be separately recovered from the person responsible. The Responsible person shall be liable to pay compensation to Developer/ proposed Society not less than Rs. 1000/- for the same
3. Spitting / Tobacco spitting / Littering Garbage/ smoking is strictly not allowed in common premises.
4. If any person found to be responsible for such acts then Rs. 500/- per norm will be charged towards compensation and legal action also be taken against him/them.
5. The compensation recovered from the defaulters either by the Promoter or the Co-operative Society, as the case may be, for the abovementioned count will be added in Maintenance fund and will be utilized for purpose of maintenance of the Project.
6. No honking in the society premises.
7. Restrict vehicle speed to 20-30 km/hr. in the society premise.

Garbage:-

1. Separation of wet and dry garbage should be done inside your flat premises in separate polythene bags.
2. Dry and wet garbage is to be separated before handing it to the house keeping.
3. Keep garbage bags outside your main door till 10.00am or till sweepers collect the same, whichever is earlier.
4. Wet garbage shall include kitchen waste. Dry garbage shall include all plastic bottles, glass, plasters, bandages and sanitary napkins, coconut shells, tin cans and papers, any things that is work not biodegradable.
5. Do not throw any wastage food or garbage into W.C., floor traps, as this would cause choking of pipe and water can reversely come back from trap and enter your kitchen. Down take pipelines are very difficult to clean.

Tenants

1. Every owner should give their tenant's documents such as rent /license agreement, Id proof, address proof, Police verification certificate to the Promoter/ the Society within 15 days from the date license agreement.
2. No loud music is allowed in any of the flats by tenants or owners.
3. An extra 10 % maintenance amount is to be paid for the duration of the agreement.
4. In case allotting to bachelors number of occupants for 1BHK- would be maximum 4 nos., for 2 BHK- 6 Nos. & 3 BHK- 8 nos.
5. All Rules & regulations applied to the Purchaser will be similarly applicable to Family Tenants / Bachelors Tenants / Owners.

CONSTRUCTION TECHNOLOGY

ALUFORM TECHNOLOGY

Your building has been constructed using a special technology in which all walls (except those hatched in the plan) are in concrete and bear the load of the slab. Please do not try to puncture or remove these at any time even if suggested by your interior designer/architect as these are structural members. Any small holes required for fitting furniture/ light fittings etc. shall be made only by using a drilling machine for the same. All the structural drawings have been given to you for reference; please take the consultation of professional structural engineer only.

Internal Specifications:

1.1 Aluminium Sliding Doors :--

- ❖ Keep the weep holes clean, it drains away the rain water.
- ❖ Clean the channels of the aluminum sliding doors from time to time. The bearings below shutters will operate for a longer time and smoothly, if the channels are kept clean.
- ❖ Use star lock while closing and opening the aluminum doors, do not open and close the doors forcefully.
- ❖ While using doors always use door stoppers. Do not let doors bang with the wind. This damages the construction. Instead lubricate the door hinges with oil for easy operation.
- ❖ Do not throw anything out of the windows.

1.2 Cleaning of floor tiles and dados :--

- ❖ While cleaning flooring do not use acid directly, the tile may become whitish and the finishing layer will get damaged along with the grout filled between the tiles.
- ❖ Do not throw buckets full of water, clean the tiles with a wet cloth /mop.
- ❖ Do not use a heavy stone crusher (Khal-Batta) directly on the floor or kitchen Otta. Keep a thick folded cloth below the same while using. Vibrations will damage the tiles. It may not be possible to replace the exact matching color tile again.
- ❖ Promoter shall not be held responsible for oil, turmeric or any food stains on the flooring.
- ❖ Don't use iron rods to remove Bathroom/ Kitchen/ WC chokes.

1.3 Kitchen : S.S. sink and platform : --

- ❖ Clean kitchen outlets (flexible pipe provided below the stainless steel sink) once in a month.
- ❖ Do not clean Stainless steel sink and all C.P. fittings (taps, jets etc) with acid as it will permanently damage the same.
- ❖ Close all your taps, gas knobs & switch off your lights before leaving your homes.

1.4 Terrace :--

- ❖ Keep outlets of attached, common terraces clean, as during the rainy season, they should not get choked. When keeping plants please ensure that dead leaves and mud do not choke the outlet and the pipes connecting the outlet. Ensure that while watering plants excess water does not trickle on to the building front. This leaves mud marks, spoiling the building paint.
- ❖ Do not cover your private terrace, it would be illegal. The Planning authority may demolish the same at any time.

- ❖ Common terrace / Common area is the property of the society. Any illegal construction of private nature is not allowed by the PMC.
- ❖ Do not keep unwanted boxes or household goods on external chajjas /terraces. They are not designed for these loads and also spoil the look of the society.
- ❖ Do not dry clothes on the railing of your terrace as it causes inconvenience to the flat below when clothes are long and it gives a shabby look to the society.
- ❖ Common Terrace should be locked from a safety point of view. Try to keep the key with any one of the top floor flats or with the security.

1.5 Fittings and sanitary fittings:--

- ❖ Chrome Plated fittings such as taps, mixers, showers etc are not to be washed with any acid as they will get permanently damaged.
- ❖ Use water taps carefully, do not use pressure while operating it.
- ❖ Do not waste water; always ensure that all the taps are closed while you are going out to prevent water wastage, which is a national wealth.
- ❖ Do not throw garbage into the W.C. This will clog the pipes and create a problem for you and the entire society.

1.6 Floor Traps :--

- ❖ Do not keep open the grating of floor traps in toilets, kitchen, and terraces.
- ❖ Do not throw any wastage food or garbage into floor traps, as this would cause choking of pipes and water can reversely come back from the trap and enter your kitchen. Down take pipelines are very difficult to clean.

1.7 Electrical :--

- ❖ Any electrical work within the home is to be checked by a professional electrician only.
- ❖ Check the meter reading when it is installed.
- ❖ Verify the consumer no., meter no. and your name on meter & Electricity bill.
- ❖ If your monthly bill is not received, immediately visit MSEB billing section and demand a duplicate bill.

1.8 Walls :--

- ❖ Small hair line cracks may develop on the surface of the wall in the first 2 years because of the variation in temperature.
- ❖ Sand in and around Pune has a small percentage of silt which creates small hairline cracks in the surface of the walls. When you repaint your home after 2/3 years it will disappear.

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

I say received. The Promoter/s.

CONSENT LETTER BY THE ALLOTTEE

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

I, Allottee herein, further accord my "no objection" for the Pune Metropolitan Region Development Authority to accordingly pass such layout/s or plans, as may be submitted by the Promoter.

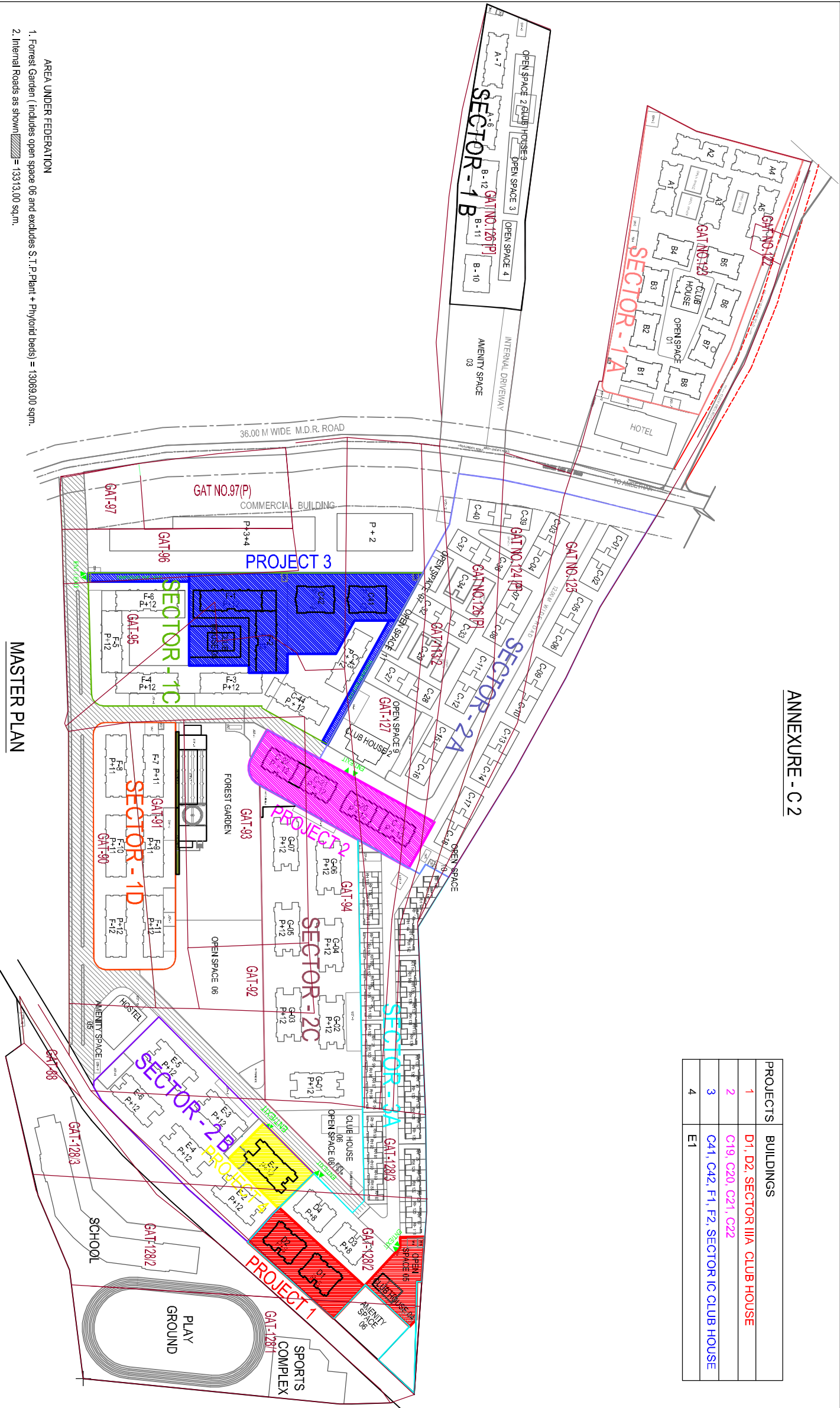
However, the construction of the said Apartment agreed to be purchased by me shall not be adversely affected

(Allottee/S)

1._____

ANNEXURE - C 2

PROJECTS	BUILDINGS
1	D1, D2, SECTOR IIIA CLUB HOUSE
2	C19, C20, C21, C22
3	C41, C42, F1, F2, SECTOR IC CLUB HOUSE
4	E1



AREA UNDER FEDERATION

1. Forest Garden (Includes open space 06 and excludes S.T.P. Plant + Phytorid beds) = 13069.00 sqm.
2. Internal Roads as shown  = 13313.00 sqm.

MASTER PLAN



G.H. NIKHARVARE
1204/4 GHOLE ROAD,
SHIVAJINAGAR, PUNE-5

ARCHITECT

**DRAFT DEED OF SALE
(Transfer of Built up area)**

This Deed of Sale is executed here at Pune, on this day of month of the year, 2023.

Between

NAIKNAVARE HOUSING DEVELOPMENT PRIVATE LIMITED, a company, registered under the Indian Companies Act, 1956, having its office at, 1204/ 4, Ghole Road, Shivajinagar, Pune: 411 004, represented by its duly authorised Director **HEMANT DATTAJI NAIKNAVARE**, aged about 50 years, occ: business OR **RANJIT DATTAJI NAIKNAVARE**, aged about 48 years, occ: business, ...hereinafter called as the "**OWNER/ PROMOTER**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its administrators and assigns, ...of the ONE PART,

And

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

W H E R E A S the Promoter has proposed to promote and develop a township in phases, under the name '**Dwarka**', on various pieces of lands abutting each other, on north-west of village Mahalunge and south west of village Ambethan both of Taluka Khed, District Pune, comprising a large track of land, hereinafter referred to as the proposed Township Land,

AND WHEREAS out of the proposed Township Land, the Promoter has already purchased some parcels of land, while the owners of some other parcels have agreed to sell their parcels of land together with rights to

develop the same, and some other parcels of land are in the process of being acquired by the Promoter,

AND WHEREAS the Promoter has also drawn conceptual plans for development of the township, which comprises of residential houses, school, convenience shopping, open spaces, amenity spaces, internal roads and other infrastructure,

AND WHEREAS the Promoter has presently acquired all those parcels of land bearing, more particularly described in the **FIRST SCHEDULE** written herein (hereinafter, *collectively* referred to as the said "**LARGER LAND**"), under registered instruments of sale,

AND WHEREAS the said Larger Land is in a residential zone, in the Final Regional Plan of Pune Region, which came into force with effect from 10.02.1998, drawn and sanctioned by the State of Maharashtra, under the provisions of the Maharashtra Regional and Town Planning Act, 1966,

AND WHEREAS the said Larger Land being also located outside the limits of Pune Urban Agglomeration, Pune, the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 [now repealed by the Urban Land (Ceiling and Regulation) Repeal Act, 1999, adopted by the Legislative Assembly and Legislative Council of the State of Maharashtra, *vide* their resolution dated 01.12.2007, published in the Maharashtra State Gazette (Extra-ordinary) dated 05.12.2007] are not attracted,

AND WHEREAS the Sub-Divisional Office Junnar, Sub.division Khed, *vide* his Order dated 14.01.2008 bearing No.SJD/ N.A./ S.R./ 195/ 2007, followed by Order dated 26.05.2008 bearing No.SJD/ N.A./ S.R./ 236/ 2007, Order dated 23.10.2009 bearing No.SJD/ N.A./ S.R./ 285/ 2008, Order dated 30.10.2009 bearing No.SJD/ N.A./ S.R./ 47/ 2008, Order dated 13.09.2010 bearing No.SJD/ N.A./ S.R./ 117/ 2010, Order dated 21.01.2011 bearing No.SJD/ N.A./ S.R./ 412/ 2010, Order dated 09.11.2012 bearing No.SJD/ N.A./ S.R./ 157/ 2012, Order dated 18.03.2013 bearing No. SJD/ N.A./ S.R./ 577/ 2012, order dated 09.12.2014 bearing No. SJD/ N.A./ S.R./ 153/ 2014 permitted non-agricultural use of the said Land, for the purpose of residence under section 44 of the Maharashtra Land Revenue Code, 1966 and also sanctioned the building/s plans, followed subsequently by development permission and commencement certificate No.....dated.....issued by Pune Metropolitan Regional Development Authority (established vide Notification dated 31.03.2015 issued by UDD, Maharashtra)

AND WHEREAS environment Department, Government of Maharashtra vide No. SEAC-2009/CR.15/TC-2 dated 19.05.2010 granted Environmental Clearance for the 'Dwarka' Township.

AND WHEREAS the Promoter accordingly constructed buildings, comprising ofindependent residential blocks and Club House on the portion of said Larger land bearing Gat No.....situates at village Mahalunge, Taluka Ambethan, District Pune, by utilizing the Floor Area Ratio/Floor Space Index ("FAR/FSI"), originating from the physical area thereof as building permissions No....., Copies of 7/12 extracts of the said Gat Nos are annexed hereto as **ANNEXURE-A** (1) to (....)respectively, Copies of building permissions are annexed hereto as **Annexure-B** (1) to (.....) respectively and as completed construction of the said buildings is witnessed by the completion/occupation certificates bearing Nos. Dated/..... Dated , Dated Copies of Completion certificates are annexed hereto as **Annexure-C** (1) to (.....) respectively;

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

AND WHEREAS the purchasers of the flats in the building No.....in the township "Dwarka" formed themselves, into a tenant co partnership type co-operative housing society, in the name and style of "**Dwarka Sector..... Co-operative Housing Society Limited**" of all buildings, under the Maharashtra Co-operative Societies Act, 1960, at the registrations number mentioned in the title of this instrument, being the Purchaser herein, copy of Registration Certificate thereof, is annexed hereto as "**Annexure D**"

AND WHEREAS in compliance of the terms and conditions of various instruments of agreements to sell, so also the obligations under the Real

Estate (Regulation And Development) Act, 2016 the Promoter, by this indenture of sale, assigned, transferred and otherwise absolutely conveyed the structures standing on the larger land having consumed FSI i.e built up area admeasuring.....Sq.mt(excluding basements and podiums), more particularly described in the Second Schedule written herein (hereinafter referred to as the said "Property"), unto and in favour of the Purchaser herein, being the representative of the purchasers of the flat.

Now, this Deed of Sale witness :

- (1) The Promoter hereby sell, assign transfer and otherwise convey absolutely, free from encumbrances and without any reservations, the said Property (described in the **Second Schedule**) and all their respective rights, title, interest and claims relating thereto, unto the Purchaser society, consisting of the members listed together with necessary particulars in the **Annexure E** given hereto, forever to have and to hold, for and at the price, already received by the Promoter, in full accord and satisfaction, and the Purchaser accordingly required and purchased the same, for the benefit of the members thereof, from the Promoter.
- (2) In consideration of said sale, conveyance and otherwise transfer of the said property, by the Promoter, of their respective rights, title and interest therein, unto the Purchaser, the members/their predecessor in title thereof, as the case may be, as listed in the Annexure-E herein, paid to the Promoter, and the Promoter accepted the amount of **Rs./- (Rs. Only)**, towards the price / consideration thereof, receipts whereof, have already been separately acknowledged in favour of the members/their predecessor in title of, as the case may be, as listed in the **Annexure E** herein,
- (3) It is agreed between the members of the Society and the Promoter under their respective agreements relating to flat that the purchaser shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/cess/charges/duties on the said flat and on the said building proportionately by the local authority or any other authority under any statute/rules/ regulations/ notifications/order/contracts from dated of completion certificate or grant of possession of the said Flat whichever, is earlier.
- (4) The Promoter thus, hereby, confirm to have received their respective consideration for the sale, assignment, transfer and otherwise conveyance of their respective rights, title, interest and claims, relating to the said property, in full accord and satisfaction, and further that nothing is due, outstanding from and payable by the Purchaser and / or the members /

predecessor in title of the members, as the case may be, as listed in the Annexure H given herein.

- (5) The Promoter granted actual and physical possession of the respective flats to the concerned member / their predecessor in title/successor thereof, on completion of the construction thereof, part or otherwise, granted by the PMRDA, in compliance to the agreement to sell the same, entered into by and between the Promoter on the first hand, the member purchaser on the second hand, under the and in compliance to the provisions of Real Estate (Regulation And Development)Act,2016.
- (6) The member/their predecessor/successor in title thereof, as listed in the Annexure F, through the Purchaser herein, accordingly confirm to have accepted the same, in full accord and satisfaction.
- (7) The Promoter confirm to have granted possession of the flats in the buildings.....in the township known as "Dwarka", in general, unto the Purchaser society, and the Purchaser society, for itself and on behalf of its member/their predecessor in title / successor thereof as listed in the Annexure H.
- (8) The Purchaser, for and on behalf of its members listed in the Annexure E given herein, declare and confirm that,
 - (a) the Promoter constructed the building/s consisting of the blocks, commonly known as "ownership scheme" as agreed to in various agreements to sell executed by the Promoter in favour of the member / their predecessor in title / successor thereof, as listed in the Annexure F given herein, so also as provided for and contemplated under the provisions of Real Estate (Regulation And Development)Act,2016,
 - (b) neither the Purchaser nor its members have no any grievance relating to the construction of the flats, building, common area / facilities, exclusive area / facilities, fixtures, fittings and other provisions made in the Dwarka, of any nature,
 - (c) neither the Purchaser nor its members have no objection to transfer the larger land in favour of Federal Society formed/to be formed as provided in the respective Agreement to sell of the members of the Purchaser.
 - (d) the Purchaser and its members have accepted this conveyance unconditionally, and in full accord and satisfaction, and do hereby

confirm that the Promoter, on execution of this conveyance, stand discharged formal contractual and statutory obligation.

- (e) The Purchaser inspected the documents supplied by the Promoter relating to the title of the Promoter and the marketability of the said property and further that the Purchaser is satisfied therewith,
 - (f) The Purchaser received from the Promoter all relevant documents relating to the said Property .
 - (g) The list of members, particulars of their flats and all other details given in the Annexure F herein, are true and correct, and the same is a part of this indenture.
- (9) The Promoter declare, assure the Purchaser, and the Promoter also covenant as follows :
- (a) That the said Property is not the subject matter of any dispute as to its title, possession, tenancy rights, license, boundary, encroachment or any matter of any nature in any courts, tribunals or authorities or even otherwise with any person, and further that the same is encumbrance free and is marketable.
 - (b) The Promoter have not done any act or omission resulting into or have neither mortgaged nor gifted nor sold nor leased nor parted possession with nor created any third party interest in or relating to or over the said property, or any part thereof, not agreed expressly or impliedly to do so.
 - (c) The said property is neither requisitioned nor acquired not the notices thereof, have been received by the Promoter.
 - (d) The Purchaser itself and for its members listed in the Annexure II given herein, do hereby confirm to have investigated the title of the Owners and the rights of the Promoter, so also acknowledge, receipt of all relevant documents relating to the said property from the Promoter.
 - (e) There is no impediment or obstruction of any nature either by acts of the Promoter or under any statute, rules, regulations or orders of any courts or authorities for the Promoter to execute this indenture, relating to the said property.
 - (f) All outgoings levied on the said property, under any stature / enactment / rules / regulations / any contract, till grant of

possession of the flats to the member / their predecessor in title/successor thereof, as listed in the Annexure II given herein have been borne and paid by the Promoter. All future such outgoings / levies have been agreed to be borne by the Purchaser.

- (10) Notwithstanding anything contained anywhere in this instrument,
- (a) nothing in this instrument shall affect the rights of the Promoter to dispose of by sale or otherwise, the unsold flats to any desiring purchaser, and to execute such instruments, as may be decided and found necessary by the Promoter,
 - (b) the Promoter shall not be liable to pay the maintenance deposit and / or routine maintenance in respect of the unsold flats in the said property till actual sale thereof.
 - (c) on sale or disposal of such flats, the concerned purchaser of such unsold flats from the Promoter herein, would be obliged to pay the maintenance deposit and/or routine maintenance, lawfully levied on the concerned flat,
 - (d) the Promoter has also retained and reserved the rights to complete or permit to be completed, the construction of the flats or the scheme, remaining, if any, and/or alter, modify, change or renovate the Apartments/ to obtain revision in building plans/Layout, its construction or user, unsold or being then sold, till the conveyance of the larger land in favour of Federal Society,
 - (e) the person purchasing such unsold flats as its member, on written intimation by and on behalf of the Promoter to the Purchaser society, shall be deemed to have become its member,
 - (f) the Purchaser society shall in the event of para (e) above, shall only be entitled to entrance fee of Re. 1/- and share money of Rs./- each and except this amount, the Purchaser Society shall not be entitled to any other money, including transfer fees,
 - (g) except the instrument executed by the Promoter, in favour of such purchaser of any their to before unsold flat, no other document need be executed by or amongst any of the parties hereto with such purchaser inter se or otherwise.

- (h) in the event, redevelopment of buildings is proposed by an individual Society of the 'Dwarka' township, such Society will be entitled to FSI to the extent of the FSI consumed for buildings under the Society which is conveyed to the Society as per Deed of Conveyance executed by the Promoter in favour of such Society. In the event that the permissible FSI is increased in the future, each society shall be entitled to the increased FSI in proportion to its existing FSI to the total existing FSI of the township. For such redevelopment, necessary permission/ No objection shall be granted by Federal Society to its member Societies.
- (11) Subject to and except as hereinbefore mentioned and reserved,
 - (a) the Promoter do hereby transfer by assignment, sale and otherwise absolutely convey their respective rights, title, interest and claims, relating to the said property, unto the Purchaser, for the benefit of its members listed in the Annexure II given herein, with all rights, title and interest thereof.
 - (b) the Promoter also do hereby grant, sell, assign, release, convey, assure, unto the Purchaser forever all that the said property together with all appurtenances whatsoever and also together with all the deeds, documents, writings and other all evidence, relating to the said property and all the estate, right, title, interest, use, inheritance, lands, benefit, claim and demand whatsoever at law and in equity of the Promoter in or upon the said property or any part thereof, to have and to hold all and singular the said property, hereby granted, conveyed and assured to the Purchaser.
 - (c) The Promoter do hereby for their respective successors, executors, administrators and assigns, covenant with the Purchaser that notwithstanding any act, deed matter or thing whatsoever by the Promoter or any person claiming under them made, done, committed or omitted or knowingly suffered to the contrary in respect of the said property, the Promoter have in itself good title, full power and absolute authority to grant, convey and assure the said property hereby granted, conveyed and assured to the use of the said Purchaser,
 - (d) The Purchaser shall be entitled at all times hereafter peaceably and quietly to hold, enter upon, have, occupy possess and enjoy the said Property, of the Promoter and to receive the rents, profits, etcetera, there from without any suit, lawful eviction, interruption,

claim or demand whatsoever from the Promoter or anybody claiming under them.

- (e) The Promoter also agree to do all such acts, deeds and things as may be required to assure full, complete and better title and to record the same accordingly in various records all the said property, unto the Purchaser forever to have and to hold.
- (f) This is the ownership scheme floated, launched and completed by the Promoter, under the provisions of the Real Estate (Regulation And Development) Act, 2016. The Purchaser is a duly formed and registered tenant partnership type co-operative housing society, under the provisions of the Maharashtra Co-operative Societies Act, 1960. The Promoter executed the agreements to sell the concerned flat to the concerned acquirer, who is the member of the Purchaser.
- (g) At the time of execution and registration of such agreements necessary stamp duty and registration fees have been paid and borne by the concerned members of the Purchaser, on the true and correct market value of the concerned flats.
- (h) This conveyance, hence, is being executed in compliance to the provisions of Real Estate (Regulation And Development) Act, 2016, in favour of the duly formed co-operative housing society being the purchaser herein.
- (i) All expenses relating to stamp duty, registration fees and incidental expenses of this conveyance have been borne by the Purchaser exclusively.
- (j) The further transfer and record of rights on the 7/12 extracts etc and with any/or authority /agency will be entirely the responsibility of the society and the promoter has discharged his responsibility in full by any law enforce by executing this conveyance deed.

Stamp duty particulars :

- (i) The members / their predecessor of the Purchaser society, by various agreements listed in the Annexure F have agreed to purchase the concerned flats. The said agreement/s have been duly stamped and registered, either at the time of execution and registration thereof, or later on in the Amnesty scheme for payment

of the stamp duty, declared by the Government of the State of Maharashtra, under section of the Maharashtra Stamp Act.

- (ii) Thus all agreements carry the necessary stamp duty, on the market price and / or the prescribed price, whichever is higher, at the time to their respective execution.
- (iii) By virtue of hence, second proviso to the Explanation I to the Article r/w provisions of Section of the Maharastra Stamp Act, the stamp duty paid on each of said agreements, are adjusted to the duty on this conveyance.
- (iv) Total stamp duty paid on all the agreements is **Rs./- (Rs. Only)**. Total registration charges paid on all the agreements is **Rs./- (Rs. Only)**
- (v) This conveyance hence, is executed on Rs. 100/- Non Judicial Stamp Paper.

-0-0-0-0-

FIRST SCHEDULE

(Description of the said “**LARGER LAND**”)

All those pieces of lands,

Block (Gat) No.	Total acquired H. Are	Area	Assessment Rs.ps.
88(P)	0.05		0.08
90	1.09		1.94
91	0.62		1.00
92	0.41		0.62
93	1.52		2.87
94	3.28		4.94
95(P)	1.60		11.97
96	0.73		2.75
97(P)	0.29.33		2.94
113/2	0.84		0.94
122	0.4		0.31
123	2.65		11.31
124(P)	0.80 east side out of 3.02		11.44

125	0.89	1.31
126/1	0.76	3.94
126/2	2.44	4.68
127	1.19	1.41
128/1	1.66	3.10
128/2	1.66	3.10
128/3	1.66	3.11
	24.18.33	Total area of said land

situate at village Mahalunge, Taluka Khed, District Pune, within the limits of the Registration District of Pune, Sub.Registrar, Khed and Zilla Parishad Pune District, Panchayat Samiti Khed
0-0-0-0-0

SECOND SCHEDULE
(description of the said "Property")
All that FSI consumed in building No.....admeasuring about sq.mt constructed on portion of the Larger Land more particularly described in FIRST SCHEDULE, together with fixtures, fittings, MSEB meter for the members/purchasers in their respective flats, and together with easements, appurtenances, ingress, egress pathways, and together with incidental, consequential and other ancillary rights thereto.
0-0-0-0-0

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

Mr. Ranjit Dattaji Naiknavare/ Mr. Hemant Dattaji Naiknavare	
Passport size photograph	Thumb Impression
Owner/Promoter	

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

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

WITNESSES :	
1. 1.Sign :- 2.	1. Sign :-

3.	2. Name :-	2. Name :-
4.	3. Address :-	3. Address :-

Annexure – A
7/12 Extract of Gat No...,...,..., ..., ...,

Annexure . B

Building layout and its Commencement Certificates

Annexure – C
Completion Certificates

Annexure – D
Society Registration Certificates

Annexure – E
Particulars of Flats, Purchasers, Agreements, Stamp Duty, and
Registration Details, Resale Flat Particulars

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DRAFT DEED OF SALE
(Larger land under Federal Society)

This Deed of Sale is executed here at Pune, on this day of month of the year, 2023.

Between

NAIKNAVARE HOUSING DEVELOPMENT PRIVATE LIMITED, a company, registered under the Indian Companies Act, 1956, having its office at, 1204/ 4, Ghole Road, Shivajinagar, Pune: 411 004, represented by its duly authorised Director **HEMANT DATTAJI NAIKNAVARE**, aged about 50 years, occ: business OR **RANJIT DATTAJI NAIKNAVARE**, aged about 48 years, occ: business, ...hereinafter called as the "**OWNER/ PROMOTER**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its administrators and assigns, ...of the ONE PART,

And

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

W H E R E A S the Promoter promoted and developed a township in phases, under the name '**Dwarka**', on various pieces of lands abutting each other, on north-west of village Mahalunge and south west of village Ambethan both of Taluka Khed, District Pune, comprising a large track of land, hereinafter referred to as the Township Land,

AND WHEREAS, the Promoter has purchased parcels of land together with rights to develop the same,

AND WHEREAS the Promoter has also drawn plans for development of the township, which comprises of residential houses, school, convenience shopping, open spaces, amenity spaces, internal roads and other infrastructure,

AND WHEREAS all those parcels of land bearing acquired by the Promoter, more particularly described in the **FIRST SCHEDULE** written herein (hereinafter, *collectively* referred to as the said "**LARGER LAND**"), under registered instruments of sale,

AND WHEREAS the said Larger Land is in a residential zone, in the Final Regional Plan of Pune Region, which came into force with effect from 10.02.1998, drawn and sanctioned by the State of Maharashtra, under the provisions of the Maharashtra Regional and Town Planning Act, 1966,

AND WHEREAS the said Larger Land being also located outside the limits of Pune Urban Agglomeration, Pune, the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 [now repealed by the Urban Land (Ceiling and Regulation) Repeal Act, 1999, adopted by the Legislative Assembly and Legislative Council of the State of Maharashtra, *vide* their resolution dated 01.12.2007, published in the Maharashtra State Gazette (Extra-ordinary) dated 05.12.2007] are not attracted,

AND WHEREAS the Sub-Divisional Office Junnar, Sub-division Khed, *vide* his Order dated 14.01.2008 bearing No.SJD/ N.A./ S.R./ 195/ 2007, followed by Order dated 26.05.2008 bearing No.SJD/ N.A./ S.R./ 236/ 2007, Order dated 23.10.2009 bearing No.SJD/ N.A./ S.R./ 285/ 2008, Order dated 30.10.2009 bearing No.SJD/ N.A./ S.R./ 47/ 2008, Order dated 13.09.2010 bearing No.SJD/ N.A./ S.R./ 117/ 2010, Order dated 21.01.2011 bearing No.SJD/ N.A./ S.R./ 412/ 2010, Order dated 09.11.2012 bearing No.SJD/ N.A./ S.R./ 157/ 2012, Order dated 18.03.2013 bearing No. SJD/ N.A./ S.R./ 577/ 2012, order dated 09.12.2014 bearing No. SJD/ N.A./ S.R./ 153/ 2014 permitted non-agricultural use of the said Land, for the purpose of residence under section 44 of the Maharashtra Land Revenue Code, 1966 and also sanctioned the building/s plans, followed subsequently by development permission and commencement certificate No.....dated.....issued by Pune Metropolitan Regional Development Authority (established vide Notification dated 31.03.2015 issued by UDD, Maharashtra)

AND WHEREAS environment Department, Government of Maharashtra vide No. SEAC-2009/CR.15/TC-2 dated 19.05.2010 granted Environmental Clearance for the 'Dwarka' Township.

AND WHEREAS the Promoter accordingly constructed buildings, comprising of independent residential blocks and Club Houses and structures on the said Larger land, by utilizing the Floor Area Ratio/Floor Space Index ("FAR/FSI"), originating from the physical area thereof vide building permissions No....., Copies of 7/12 extracts of the all pices of land under the larger land are annexed hereto as **ANNEXURE-A** (1) to (....)respectively, Copies of building permissions are annexed hereto as **Annexure-B** (1) to (.....) respectively and as completed construction of the said buildings is witnessed by the completion/occupation certificates bearing Nos. Dated,..... Dated, Dated Copies of Completion certificates are annexed hereto as **Annexure-C** (1) to (.....) respectively;

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

AND WHEREAS the Promoter Developed the aforesaid Larger land in phase wise manner by constructing buildings which shall have common amenities for entire larger land. Development of residential tenements is organized in the form of separate clusters of buildings of 1, 2 & 3 bedroom configuration and as per provisions of the Maharashtra Co-operative Society Act, 1960 and each such cluster is constituted as an independent co-operative housing society, capped by an Apex Federal Society of all such organizations. The Promoter has completed construction of the buildings and clusters on the larger land of 'Dwarka' township and possession of Apartments handed them over to the purchasers and further constituted cluster-wise independent co-operative housing societies for the same.

AND WHEREAS the purchasers of the flats in the building No.....in the township “Dwarka” formed themselves, into a tenant co partnership type co-operative housing societies, in the name and style as described below under the Maharashtra Co-operative Societies Act, 1960, And whereas FSI consumed by the buildings under the society has been transferred by the Promoter to the said Society vide instrument of Sale Deed as mentioned below;

Number of Societies	Name of Society	Building Numbers	Date and Rg. No of instrument of Sale Deed in favour of Society
1	Dwarka Sector 1A Co-operative Society Ltd		
2			
3			
4			
5			
6			

AND WHEREAS the aforesaid Societies are members of the purchaser and under the Maharashtra Co-operative Societies Act, 1960, the Purchaser Society is registered and incorporated at the registrations number mentioned in the title of this instrument, being the Purchaser herein, copy of Registration Certificate thereof, is annexed hereto as “Annexure E”

AND WHEREAS in compliance of the terms and conditions of various instruments of agreements to sell, so also the obligations under the Real Estate (Regulation And Development)Act,2016 the Promoter, by this indenture of sale, assigned, transferred and otherwise absolutely conveyed the larger land, more particularly described in the FIRST Schedule written herein (hereinafter referred to as the said “land”), unto and in favour of the Purchaser herein, being the representative of the purchasers of the flat and Societies of the flat purchasers.

Now, this Deed of Sale witness :

- (1) The Promoter hereby sell, assign transfer and otherwise convey absolutely, free from encumbrances and without any reservations, the said land (described in the FIRST Schedule) including basements and podiums of all the buildings thereon and excluding consumed FSI for the building standing on the said land and all their respective rights, title, interest and claims relating thereto, unto the Purchaser society, consisting of the members listed together with necessary particulars in the

Annexure F given hereto, forever to have and to hold, for and at the price, already received by the Promoter, in full accord and satisfaction, and the Purchaser accordingly required and purchased the same, for the benefit of the members thereof, from the Promoter.

- (2) In consideration of said sale, conveyance and otherwise transfer of the said land, by the Promoter, of their respective rights, title and interest therein, unto the Purchaser, the members/their predecessor in title thereof, as the case may be, as listed in the Annexure-F herein, paid to the Promoter, and the Promoter accepted the amount of **Rs./-** (**Rs. Only**), towards the price / consideration thereof, receipts whereof, have already been separately acknowledged in favour of the members/their predecessor in title of, as the case may be, as listed in the **Annexure F** herein,
- (3) It is agreed between the members of the Society and the Promoter under their respective agreements relating to flat that the purchaser shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/cess/charges/duties on the said flat and on the said building proportionately by the local authority or any other authority under any statute/rules/ regulations/ notifications/order/contracts from dated of completion certificate or grant of possession of the said Flat whichever, is earlier.
- (4) The Promoter thus, hereby, confirm to have received their respective consideration for the sale, assignment, transfer and otherwise conveyance of their respective rights, title, interest and claims, relating to the said property, in full accord and satisfaction, and further that nothing is due, outstanding from and payable by the Purchaser and / or the members / predecessor in title of the members, as the case may be, as listed in the Annexure H given herein.
- (5) The Promoter granted actual and physical possession of the respective flats to the concerned member / their predecessor in title/successor thereof, on completion of the construction thereof, part or otherwise, granted by the PMRDA, in compliance to the agreement to sell the same, entered into by and between the Promoter on the first hand, the member purchaser on the second hand, under the and in compliance to the provisions of Real Estate (Regulation And Development) Act, 2016.
- (6) The member/their predecessor/successor in title thereof, as listed in the Annexure H, through the Purchaser herein, accordingly confirm to have accepted the same, in full accord and satisfaction.

- (7) The Purchaser, for and on behalf of its members listed in the Annexure F given herein, declare and confirm that,
- (a) the Promoter constructed the building/s consisting of the blocks, commonly known as "ownership scheme" as agreed to in various agreements to sell executed by the Promoter in favour of the member / their predecessor in title / successor thereof, as listed in the Annexure F given herein, so also as provided for and contemplated under the provisions of Real Estate (Regulation And Development) Act, 2016,
 - (b) neither the Purchaser nor its members have no any grievance relating to the construction of the flats, building, common area / facilities, exclusive area / facilities, fixtures, fittings and other provisions made in the complex, of any nature,
 - (c) neither the Purchaser nor its members have no any grievance relating to conveyance of the structures in favour of the respective Society of the buildings.
 - (d) the Purchaser and its members have accepted this conveyance unconditionally, and in full accord and satisfaction, and do hereby confirm that the Promoter, on execution of this conveyance, stand discharged formal contractual and statutory obligation.
 - (e) The Purchaser inspected the documents supplied by the Promoter relating to the title of the Promoter and the marketability of the said land and further that the Purchaser is satisfied therewith,
 - (f) The Purchaser received from the Promoter all relevant documents relating to the said land .
 - (g) The list of members, particulars of their flats and all other details given in the Annexure H herein, are true and correct, and the same is a part of this indenture.
- (8) The the Promoter declare, assure the Purchaser, and the Promoter also covenant as follows :
- (a) That the said land is not the subject matter of any dispute as to its title, possession, tenancy rights, license, boundary, encroachment or any matter of any nature in any courts, tribunals or authorities or even otherwise with any person, and further that the same is encumbrance free and is marketable.

- (b) The Promoter have not done any act or omission resulting into or have neither mortgaged nor gifted nor sold nor leased nor parted possession with nor created any third party interest in or relating to or over the said land, or any part thereof, not agreed expressly or impliedly to do so.
 - (c) The said land is neither requisitioned nor acquired not the notices thereof, have been received by the Promoter.
 - (d) The Purchaser itself and for its members listed in the Annexure II given herein, do hereby confirm to have investigated the title and the rights of the Promoter, so also acknowledge, receipt of all relevant documents relating to the said land from the Promoter.
 - (e) There is no impediment or obstruction of any nature either by acts of the Promoter or under any statute, rules, regulations or orders of any courts or authorities for the Promoter to execute this indenture, relating to the said land.
 - (f) All outgoings levied on the said land, under any stature / enactment / rules / regulations / any contract, till grant of possession of the flats to the member / their predecessor in title/successor thereof, as listed in the Annexure II given herein have been borne and paid by the Promoter. All future such outgoings / levies have been agreed to be borne by the Purchaser.
- (9) Notwithstanding anything contained anywhere in this instrument,
- (a) nothing in this instrument shall affect the rights of the Promoter to dispose of by sale or otherwise, the unsold flats to any desiring purchaser, and to execute such instruments, as may be decided and found necessary by the Promoter,
 - (b) the Promoter shall not be liable to pay the maintenance deposit and / or routine maintenance in respect of the unsold flats in the said land till actual sale thereof.
 - (c) on sale or disposal of such flats, the concerned purchaser of such unsold flats from the Promoter herein, would be obliged to pay the maintenance deposit and/or routine maintenance, lawfully levied on the concerned flat,

- (d) the Promoter has also retained and reserved the rights to complete or permit to be completed, the construction of the flats or the scheme, remaining, if any, and/or alter, modify, change or renovate the Apartments, its construction or user, unsold or being then sold, within the period of two years,
 - (e) the person purchasing such unsold flats as its member, on written intimation by and on behalf of the Promoter to the Purchaser society, shall be deemed to have become its member,
 - (f) the Purchaser society shall in the event of para (e) above, shall only be entitled to entrance fee of Re. 1/- and share money of Rs./- each and except this amount, the Purchaser Society shall not be entitled to any other money, including transfer fees,
 - (g) except the instrument executed by the Promoter herein, in favour of such purchaser of any their to before unsold flat, no other document need be executed by or amongst any of the parties hereto with such purchaser inter se or otherwise.
 - (a) in the event, redevelopment of buildings is proposed by an individual Society of the 'Dwarka' township, such Society will be entitled to FSI to the extent of the FSI consumed for buildings under the Society which is conveyed to the Society as per Deed of Conveyance executed by the Promoter in favour of such Society. In the event that the permissible FSI is increased in the future, each society shall be entitled to the increased FSI in proportion to its existing FSI to the total existing FSI of the township. For such redevelopment, necessary permission/ No objection shall be granted by Federal Society to its member Societies.
- (10) Subject to and except as hereinbefore mentioned and reserved,
- (a) the Promoter do hereby transfer by assignment, sale and otherwise absolutely convey their respective rights, title, interest and claims, relating to the said land, unto the Purchaser, for the benefit of its members listed in the Annexure II given herein, with all rights, title and interest thereof.
 - (b) the Promoter also do hereby grant, sell, assign, release, convey, assure, unto the Purchaser forever all that the said land together with all appurtenances whatsoever and also together with all the deeds, documents, writings and other all evidence, relating to the said land and all the estate, right, title, interest, use, inheritance, lands, benefit, claim and demand whatsoever at law and in equity

of the Owners and the Promoter in or upon the said land or any part thereof, to have and to hold all and singular the said land, hereby granted, conveyed and assured to the Purchaser.

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

- (i) All expenses relating to stamp duty, registration fees and incidental expenses of this conveyance have been borne by the Purchaser exclusively.
- (j) The further transfer and record of rights on the 7/12 extracts etc and with any/or authority /agency will be entirely the responsibility of the society and the promoter has discharged his responsibility in full by any law enforce by executing this conveyance deed.

Stamp duty particulars :

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

APPENDIX

BlockNo.	Area H.Are	Acquired Area H.Are	Vendor/s	Sale Deed date & Reg.No
88 and 97	0.03 0.29.33	2/3 rd Share	Mr Baburao Sonu Mahalungkar and others.	19.03. 2016 1297/2016
90	1.09	Entire	Mr Sahadev Skharam Mahalungkar and others.	15.02.2008 1526/2008
91	0.62	Entire	Mr Dnyaneshwar Tukaram mahalungkar and others	Sale Deed 14.02.2008 1523/2008
92	0.41	Entire	Mr Sitaram Haribhau Mahalungkar and others	25.04 2007 3620/2007 17.03.2008 2305/2008
93	1.52	Entire	Lilabai Jaywant Mahalungkar, Ramkrushna Namdev Mahalungkar, Shailendra nath Agrawal	21.02.2008, 1705/2008
94	3.28	Entire	Mahipati Mahadu Bhangare, Shailendra nath Agrawal & Others	21.02.2008, 1704/2008
95	4.21	0.60 0.80 0.20	Shailendra nath Agrawal & Others Alkabai Babaji Bhangare & Others Shantaram Gangaram Bhangare & Others	19.04.2008, 1843/2008 04.01.2010, 27/2010 26.03.2008, 1335/2008
96	0.73	Entire	Mr Sitaram Haribhau Mahalungkar and others	05.06.2008 2782/2008
113/2	0.84	Entire	Ramchandra Vishwanath Pande and others.	14.02.2008 1519/2008
122	0.4	1/9 th share 1/9 th share 1/9 th Share 1/9 th Share 1/9 th	Laxman Digambar Bhangare and others Rama Digambar Bhangare and others Shantaram Gangaram Bhangare and others Dnyaneshwar Jagganath Bhangare and others Shridhar Babaji Bhangare and others Mahipati Mahadu Bhangare and Ranu Mahadu Bhangare Maruti Digamber Bhangare and others	04.10.2007 8534/ 2007 04.10.2007 8564/ 2007 04.10.2007 8812/ 2007 28.11.2007, 10169/2007 28.11.2007 10170/2007 09.01.2008

		Share 1/3 rd Share 1/9 th Share		342/2008 17.01.2008, 606/2008
123	2.65	Entire	(1)Nivrutti Bala Pawar (2) Amit Bala Pawar (3) Smt.Sunanda Bala Pawar (4)Smt.Laxmibai Popat Taras, (5)Sunil Popat Taras (6)Anil Popat Taras and others	09.01.2008, 339/2008
124	3.02	0.80	Maruti Digambar Bhangare, Laxman Digambar Bhangare and Rama Digambar Bhangare and others.	14.02.2008 1521/2008
125	0.89	Entire	Sanjay Saremal Oswal and Nemichand Saremal Oswal.	14.02.2008 1520/2008
126/1	0.76	Entire	Bhagwant Yashwant Bhangare, Vinayak Yashwant Bhangare, Smt. Anjanabai Jaywant Bhangare and Sunil Bhagwant Bhangare and others.	14.02.2008 1522/2008
126/2	2.44	Entire	Bhagwant Yashwant Bhangare, Vinayak Yashwant Bhangare, Smt. Anjanabai Jaywant Bhangare and Sunil Bhagwant Bhangare and others.	14.02.2008 1522/2008
127	1.19	Entire	Maruti Digambar Bhangare, Rama Digambar Bhangare, Laxman Digambar Bhangare, Mrs. Kunda Sayaji Nanekar and others.	15.02.2008 1527/2008 20.11.2008 7480/2008 20.11.2008 7480/2008
128/1	1.66	Entire	Mr Ashok Laxman jadhav	17.03.2008 2304/2008
128/2	1.66	Entire	Chandrakant Laxman Jadhav	14.02.2008 1524/2008
128/3	1.66	Entire	Uttam Laxman Jadhav	14.02.2008 1525/2008

Schedule I
(description of the said "Property")

All that land admeasuring about sq.mt as per Layout bearing No.....in respect of land more particularly described in the FIRST SCHEDULE and which is bounded by
EAST:

SOUTH:
WEST:
NORTH:

together with easement, appurtenances, pathways, ingress, egress, incidental and other ancillary rights thereto, and which is delineated in Green colour on the aforesaid sanctioned Plan and including basements and podiums of the building constructed on the said land but excluding consumed FSI for the building constructed thereon.

And together with common areas/facilities, MSEB meter, fixtures such as electric pump set, generator set, Organic waste converter, Club House, forest Garderns, and together with easements, appurtenances, ingress, egress pathways, and together with incidental, consequential and other ancillary rights thereto.

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

(As the Director of the Promoter) Mr. Ranjit Dattaji Naiknavare/Mr. Hemant Dattaji Naiknavare	
Passport size photograph	Thumb Impression
Developer	

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

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

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

	3. Address :-
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Annexure – A
7/12 Extract of Survey No. 393/1

Annexure . B
7/12 Extract of Survey No. 393/2

Annexure – C
Layout Plan

Annexure – D

Building layout and its Commencement Certificates

Annexure – F
Completion Certificates

Annexure – G
Society Registration Certificates

Annexure – H

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

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