

To,
THE MAHARASHTRA REAL ESTATE
REGULATORY AUTHORITY,
6th & 7th Floor, Housefin Bhavan, Plot No.C-21,
E-Block, Bandra Kurla Complex, Bandra (E),
Mumbai 400051

Date: 31.05.2024

Re: Deviation Sheet with respect to Model Form of Agreement prescribed under "Annexure - A" of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017

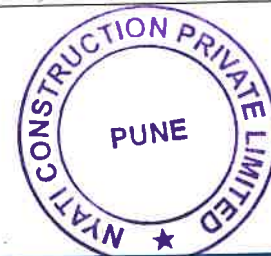
PROJECT:- "NYATI EMBLEM"

Page Nos in the Unit Agreement draft of the Promoter	As per Model Form of Agreement prescribed under "Annexure - A"	Proposed deviations/modifications in the Agreement for Sale
2	AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;	AND WHEREAS the Promoter has entered into a standard Agreement with _____, ARCHITECTS who are registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects and the Promoter has appointed _____ for the preparation of the structural design and drawings of the said Project "NYATI EMBLEM" and the Promoter accepts the professional supervision of the said Architects and the said Structural Engineer till the completion of the said Project "NYATI EMBLEM"; provided however, the Promoter reserves the right to change the said Architect and Structural Engineers at any time before the completion of the Project "NYATI EMBLEM";
14	N/A	Clause 3i)- i) The fact that the Promoter shall not be liable to contribute the amounts towards "Common Area Maintenance Fund", amounts towards Monthly Outgoings (MOG), or otherwise, for meeting the expenses and outgoings of the Common Areas, Amenities and facilities meant for all the said four Buildings "D", "E", "F" and "G", and for

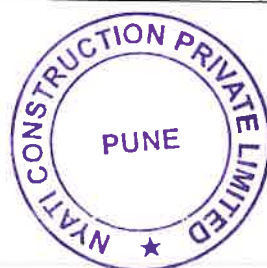
NYATI CONSTRUCTION PRIVATE LIMITED

CIN - U45202MH1996PTC102517

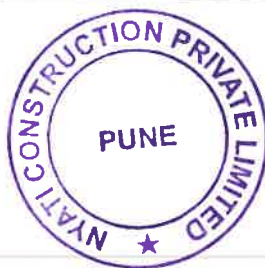
Nyati Unitree, Survey No. 103/129, Plot B+C of CTS No. 1995 and 1996B,
East Wing, Pune-Nagar Road, Yerwada, Pune 411006, Maharashtra, India



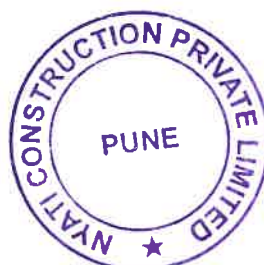
		meeting the expenses and outgoings of the Areas and Facilities common for the said Project "NYATI EMBLEM" in respect of unsold Flats in the said Project "NYATI EMBLEM"
15	9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/ Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated. 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.	Clause 5 (d) - The Promoter shall, within the period of 3 (three) months from the date 51% of the total number of Purchaser/s of units in the said Buildings "F" and "G" of the said Project "NYATI EMBLEM" having booked their units, submit application for formation of either one or separate Co-operative Society/ies governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 of the Purchaser/s of all units in the said Buildings "F" and "G" of said Project "NYATI EMBLEM"; and the Promoter shall (subject to its right to dispose of the unsold Units therein, if any) convey the and title of the structures of the 1st to 27th Floors of the each of the said Buildings bearing Nos. "F" and "G" to such Housing Society/ies within a period of 3 months from the date of issue of Occupancy Certificate/s in respect of the last Unit in the said Project "NYATI EMBLEM", provided however by that time the Promoter has received all its dues from the purchasers of Units therein. Clause 5e)-(e) Within a period of Three months from the date of issuance of the Occupancy Certificate of the last Unit in the said Project "NYATI EMBLEM" and on the Promoter receiving all its dues from the purchasers of Units in the said Project "NYATI EMBLEM", the Promoter shall (subject to its right to dispose of the unsold Units, if any) convey/ cause to be conveyed the said Larger Land and all Areas, Facilities and Infrastructure if any common to all the Buildings constructed as part of the Said Sanctioned Layout in respect of the said Larger Land to an Apex Society with such Individual Tenant Co-partnership Co-operative Societies



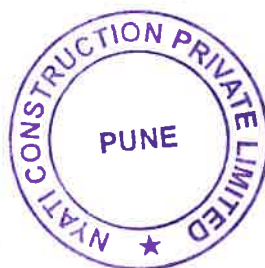
		as its Members. The exclusive right of user of the Common Areas & facilities and Infrastructure as mentioned in Fifth Schedule meant for all four Buildings "D", "E", "F" and "G" shall be granted to all four Buildings "D", "E", "F" and "G" jointly.
16	N/A	Clause 5h)- The Covered/Closed/Stack/ Mechanized Car Parking Spaces in the Parking Level 1 and Parking Level 2 of the said Buildings "F" and "G" of said Project "NYATI EMBLEM" are meant for the said Project "NYATI EMBLEM" only and the exclusive right of user of such Covered/ Closed/ Stacked/ Mechanized Car Parking Spaces shall be available for allotment by the Promoter to any of the unit purchasers in any of the buildings of the said Project "NYATI EMBLEM".
16	N/A	Clause 7 - The Purchaser/s hereby accept/s and shall always be deemed to have accepted the title of the Confirming Party and beneficial title of the Promoter to the said Land and the said Development Potential and he/she/ they agree/s not to raise any requisition or objection in respect thereof..
17	N/A	Clause 9 - The sale of the said Unit is on the basis of Carpet area only. The Purchaser/s shall make payment of the said agreed consideration amount along with the applicable Taxes by local Cheques / Demand Drafts / Bank Pay Orders/ any other immediate Electronic Mode of Transfer like RTGS etc. drawn/ issued on/ in favour of the Promoter according to the Schedule of Payments set out in the Third Schedule hereunder written. The Promoter shall have a first charge/ lien on the said Unit to the extent of all amounts receivable by the Promoter from the Purchaser/s under the terms hereof. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Structure and/or Building in which the said Unit is housed and of the said Unit itself and the Promoter shall also be at liberty to simultaneously undertake



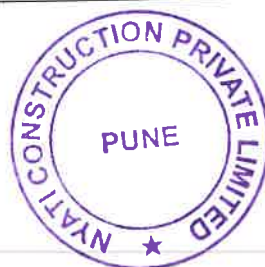
		two or more stages of construction/ Items of Work set out in the Third Schedule hereunder written and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration amount along with the applicable Taxes as mentioned in the Third Schedule hereunder written. The Purchaser/s authorize/s the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/ her name as the Promoter may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/ demand/ direct the Promoter to adjust his payments in any manner.
18	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.	Clause 11 - The said mutually agreed consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification /order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments. Provided however that the Promoter shall be fully entitled to additionally charge to the Purchaser in case the Promoter undertakes and carries out any additional work in the said Unit at the instance of the Purchaser/s.



19	3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of _____ 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 _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.	Clause 15 - The Promoter declares that under the said sanctioned Building Plans sanctioned by the Municipal Corporation of Pune vide its Commencement Certificate No. CC/3405/23 dated 27.03.2024, FAR (FSI) of _____ sq. mtrs. in the aggregate that is available for sale has been sanctioned for construction of 1st Upper Floor upto 20th Upper Floor of the said Building "F" and for construction of 1st Upper Floor of the said Building "G" of said Project "NYATI EMBLEM", while FAR (FSI) of _____ sq. mtrs. or therabout shall be made available by the Promoter by purchase of TDR, Premium FSI, Fungible FSI, etc. for construction of the remaining 21st upto 27th Upper Floors of the said Building "F" and remaining 2nd upto 27th Upper Floors of the said Building "G" of said Project "NYATI EMBLEM".
----	---	---



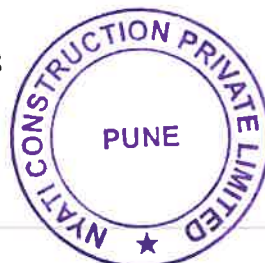
19	NA	Clause 16- The Purchaser hereby confirms that the subject to the terms and conditions of the said Agreement for Development dated 24.05.2024 entered into by and between the Promoter and the Confirming Party herein, Promoter shall be entitled to consume said Development Potential in construction of the said Buildings "F" and "G" of the said Project "NYATI EMBLEM". In the event there is any increase in the FSI arising from the said Larger Land (over and above as approved in the said Sanctioned Layout) as a result of any modification in the existing Unified Development Control Promotion Regulations or any new Development Control Regulations of the Municipal Corporation of Pune which are implemented hereafter, the benefit of any such additional FSI and all allied and incidental benefits shall be apportioned between the societies of the projects 9 Green Park, Buildings "D" and "E" and the said Buildings "F" and "G") in the proportion 23.30 : 29.10 : 46.33 respectively and Club House of 1.26%.
21	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;	Clause 17x)- The Promoter and/ or Confirming Party have duly paid and shall (till so liable to pay) pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project "NYATI EMBLEM" to the Competent Authorities;
21-22	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 three defaults of payment of	Clause 18)- The Purchaser/s hereby agree/s to pay all amounts due and payable under this Agreement within 15 days from the date of receipt of intimation by way of E-mail on the email id provided in this Agreement and/or under Registered Post / Private Courier at the address provided in this Agreement of the Purchaser/s mentioned in this Agreement. It is hereby agreed that the time for payment of all dues under this Agreement by the Purchaser/s to the Promoter is the essence of the contract. It is hereby expressly agreed that if, for any



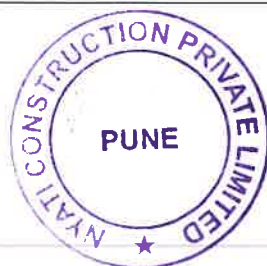
	instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. reason whatsoever, the Purchaser/s fail/s or delay/s to make payment of all the amounts due and payable under this Agreement within a period of fifteen days from the date of receipt of intimation given by the Promoter, then Purchaser/s agrees to pay interest as specified in the Rules (2% + State Bank of India highest Marginal Rate of Interest) on all the delayed payments from the date the said amount is payable till the date of payment. However if the Purchaser/s commits three defaults of any such payment of amounts, the Promoter shall at its own option, may terminate this Agreement, provided that, the Promoter shall give notice of fifteen days in writing to the Purchaser/s, by E-mail on the email id provided in this Agreement and/or under Registered Post / Private Courier at the address of the Purchaser/s as mentioned in this Agreement of the Promoter's intention to terminate this Agreement, and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund without interest to the Purchaser/s, the amounts paid by Purchaser, after deducting therefrom a sum equivalent to Ten percent of the said mutually agreed lump-sum consideration of the said Unit (being the agreed quantum of liquidated damages which shall stand forfeited by the Promoter) within a period of thirty days of such termination and only upon execution and registration of the Deed of Cancellation recording such termination. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also the Central Goods and Services Tax and the State Goods and Services Tax or any other taxes paid till date on the
--	---



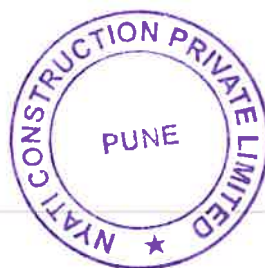
		installments shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoter, and the Promoter shall be in no way responsible for obtaining refund (if so available) of the same from the concerned authorities. The Purchaser/s shall only have a money claim simplicitor on the Promoter for refund of all such amounts due to the Purchaser/s from the Promoter. The Promoter shall be fully entitled to deal with and dispose off the said Unit in such manner as the Promoter deem fit and proper without recourse or reference to the Purchaser/s.
22	N/A	Clause 19- The Purchaser/s has/have been expressly made aware by the Promoter of the fact that the Promoter has made and will be required to make a substantial investment in the said Project "NYATI EMBLEM" and for due completion thereof, and that relying, inter-alia, on the assumption that the Purchaser/s herein and the other purchasers of Units in the said Project "NYATI EMBLEM" will make payment of the installments towards the balance purchase price of their respective Units at the times stipulated for payment therefor, the Promoter has undertaken statutory and contractual liabilities towards the Purchaser/s herein and the purchasers of other Units in the said Project "NYATI EMBLEM". The Purchaser/s has/have been fully made aware of the fact that if the Purchaser/s herein seek to rescind the proposed purchase of the said Unit (except on account of any delay on the part of the Promoter in completing the said Building and the said Unit), such rescission shall adversely affect the said Project "NYATI EMBLEM" being implemented by the Promoter. Keeping the above facts and circumstances in mind, it has been agreed by and between the Promoter and the Purchaser/s that in the event of the Purchaser/s not being desirous of purchasing the said Unit and, as a consequence, the Purchaser/s seeking to rescind these presents, the Promoter shall be obliged to refund without interest the amounts



		paid by the Purchaser/s to the Promoter under the terms hereof after deducting therefrom a sum equivalent to 10 (Ten) percent of the agreed lump sum price/ consideration of the said Unit which shall stand forfeited. Further, the Promoter shall be liable to make such refund only after the Purchaser/s have executed and registered a Deed of Cancellation in respect of the said Unit. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also the Central Goods and Services Tax and the State Goods and Services Tax or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoter and the Promoter shall be in no way responsible for obtaining refund (if so available) of the same from the concerned authorities. The Purchaser/s shall only have a money claim on the Promoter to the extent of the amount to be refunded by the Promoter to the Purchaser/s.
23-24	7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter	Clause 22 - The Promoter shall offer possession of the said Unit to the Purchaser/s in terms of this Agreement in writing within seven days of receiving the Occupancy Certificate and the Purchaser/s shall take possession within fifteen days of the Purchaser/s receiving such intimation and if the purchaser fails or neglects to take such possession within the said time frame of fifteen days, then the Promoter shall be entitled to charge to the Purchaser/s "Holding Charges" @ Rs. 7000/- per week in taking possession of the said Unit by the Purchaser beyond such time frame of fifteen days and the Purchaser shall also be obliged to pay all the statutory outgoings including property tax and any other applicable taxes/charges etc. The Promoter shall give possession of the said Unit to the Purchaser/s only after the Purchaser/s has/ have paid to the Promoter/s all amounts along with all applicable taxes and deposits under this Agreement. The Promoter agrees and undertakes to indemnify the Purchaser/s in case



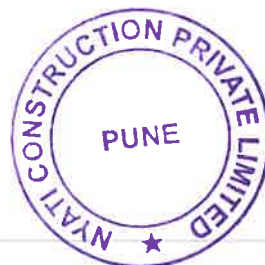
	on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.	of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/s shall take possession of the said Unit after inspecting the same and satisfying itself / herself / themselves that the same has been constructed in accordance with the Building Plans sanctioned in respect thereof, that the carpet area of the said Unit is as mentioned herein (subject to a variation of 3%) and that the said Unit has been provided with the Amenities agreed upon and that the quality of the workmanship and material used is of the requisite quality. Subject to what is stated above, save and except any latent defects which become visible during the defect liability period, the Promoter shall not be obliged to entertain any complaint or claim made by the Purchaser/s in respect of the said Unit after possession thereof has been handed over to the Purchaser/s.
24-25	9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of	Clause 23 - As required under the provisions of the said Act, the Promoter shall form one or two separate Co-operative Societies of the holders of units in the said Project "NYATI EMBLEM" and convey the relevant structures/structures of the said relevant Buildings to the relevant Societies and on completion of the said Project "NYATI EMBLEM", the Promoter together with the Confirming Party and the Promoter of the Project "9 Green Park" shall convey the said Larger Land and the Areas and Facilities if any common to the said Larger Land to an Apex Society/Ultimate Body formed with such Individual Co-operative Societies of the Projects "9 Green Park", "D" & "E" of Montecito and "Nyati Emblem" as its Members. In the circumstances, the Purchaser/s herein and the other purchasers of Units in the said Project "NYATI EMBLEM" will have to contribute on a pro-rata basis towards, firstly, the expenses and outgoings of the areas and facilities common to the respective building in which their respective Units are situate, secondly, towards the expenses and outgoings



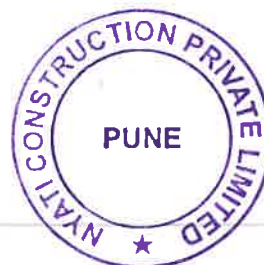
	outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.	of the Areas and Facilities which are common for the building D, E, F & G and thirdly towards the expenses and outgoings of the Areas and Facilities which are common for said Larger Land. Before being entitled to receive possession of the said Unit, the Purchaser/s herein shall be obliged to deposit with the Promoter sums of Rs. _____/- (Rupees _____ Only), Rs. _____/- (Rupees _____ Only) and Rs. _____/- (Rupees _____ Only) being the pro-rata contribution of the Purchaser/s herein towards a "Common Area Maintenance Fund" to be constituted for meeting the expenses and outgoings of the Common Areas and Facilities of the respective building in which their respective Units are situate and for meeting the expenses and outgoings of the Common Areas and Facilities for the building D, E, F & G and for the Areas and Facilities common to the said Larger Land respectively. As regards such "Common Area Maintenance Fund" to be constituted for attending to the Common Areas and Facilities of the of the respective building in which their respective Units are situate, the Promoter shall hand over the principal amount of such "Common Area Maintenance Fund" together with interest accrued thereon, if any, to the respective Housing Society/ies. As regards the said "Common Area Maintenance Fund" to be constituted for meeting the expenses and outgoings for maintenance, upkeep and repair of the Common Areas and Facilities for the said buildings D, E, F & G, the Promoter shall hand over the principal amount of such "Common Area Maintenance Fund" together with interest accrued thereon, if any, to the respective Housing Society/ies with a covenant and undertaking from the respective Housing Societies of the said buildings F & G that they shall contribute their proportionate share alongwith the respective Housing Societies of the said buildings D & E and at all time the
--	--	---



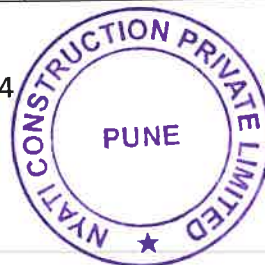
		Promoter is kept indemnified in this regards. As regards the said "Common Area Maintenance Fund" to be constituted for meeting the expenses and outgoings for maintenance, upkeep and repair of the Common Areas and Facilities of the said Larger Land, the Promoter has informed the Purchaser/s as under: a) That the aggregate of all contributions made by the purchasers of units in the said Project "NYATI EMBLEM" for meeting the expenses and outgoings for maintenance, upkeep and repair of the Common Areas and Facilities of the said Larger Land shall be kept in a bank account in the name of the Promoter herein and subject to whatever is stated in Para No. 29 hereinbelow, such amounts would be periodically transferred to Fixed Deposit/s that also shall be operated by the Promoter alone. The interest accrued on such Fixed Deposit/s shall be applied for meeting the expenses and outgoings for maintenance, upkeep and repair of the Common Areas and Facilities of the said Larger Land. b) However, such Fund will be kept in a Fixed Deposit on the express condition that, on formation of the said Apex Society/Ultimate Body, the Promoter shall, subject to the rights and entitlement of the Promoter as stated in this Agreement including whatever is stated in Para No. 26 hereinbelow, pay and hand over the principal amount then standing in such Fixed Deposits, together with any residual interest accrued thereon, if any, to such Apex Society. c) Till such time as the said Apex Society/Ultimate Body has been formed, the Society/ies formed of the purchasers
--	--	---



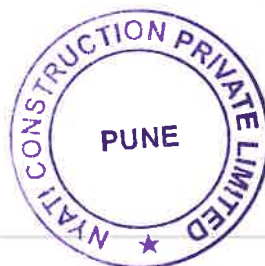
		of Units in the said Project “NYATI EMBLEM” and the Societies formed of the purchasers of Units in the other Project/s being “Montecito” and “9 Green Park” forming part of the said Larger Land shall be responsible to attend to the management, upkeep and repair of such of the Areas and Facilities and infrastructure which are common to the said Larger Land and are in the use of such Societies.
25-27	10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body. (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body. (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body. (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges & (vi) Rs _____ for deposits of electrical receiving and Sub Station	Clause 24 - Effective from the date of issue of Occupancy Certificate in respect of the said Unit by the Municipal Corporation of Pune, the Purchaser/s shall be obliged to make payment of his / her / their pro-rata share of the expenses and outgoings of the Common Areas, Amenities and facilities of the said Project “NYATI EMBLEM”, the Common Areas, Amenities and facilities for the buildings D, E, F & G and so also of the Common Areas, Amenities and facilities of the said Larger Land as set out in the Sixth Schedule hereunder written. The Purchaser/s shall be liable to make payment of such contribution within 15 days after notice in writing is given by the Promoter in that behalf and until such time as the Promoter hands over maintenance and management of the said Project to an Ad-Hoc Committee/s if any formed of the Purchaser/s of Units in the said Project “NYATI EMBLEM” referred to hereinbelow or such maintenance and management being handed over by the Promoter to such Housing Society/ies formed of all the Purchaser/s of relevant Units in the said Project “NYATI EMBLEM”. From the date such management and control of the said Project “NYATI EMBLEM” is handed over to the said Ad-Hoc Committee/s or Society/ies, as the case may be, the Purchaser/s shall be obliged to make payment of such contribution to such Ad-Hoc Committee/s or Society/ies. On or before being entitled to receive possession of the said Unit, the Purchaser/s shall be obliged to pay a



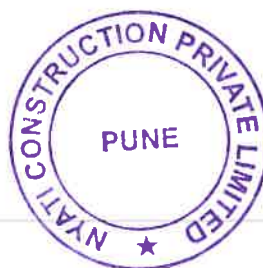
	provided in Layout	provisional amount of Rs. _____/- (Rupees _____ Only), Rs. _____/- (Rupees _____ Only) and Rs. _____/- (Rupees _____ Only) together with the Goods and Services Tax (GST) thereon at the rate prescribed therefor from time to time, to the Promoter representing the pro-rata contribution of the Purchaser/s towards Monthly Outgoings (hereinafter referred to as "MOG") for meeting the expenses and outgoings of the Common Areas, Amenities and facilities of the said Project "NYATI EMBLEM" and for meeting the expenses and outgoings of the Areas and Facilities common for the buildings D, E, F & G and for the said Larger Land respectively, for a period of 12 (Twelve) months commencing from the date of issue of Occupancy Certificate in respect of the said Unit. This amount towards MOG is independent of and in addition to the "Common Area Maintenance Fund" referred in the Clause No. 23 above. As regards the said amount towards MOG to be constituted for attending to the Common Areas and Facilities of the said Project "NYATI EMBLEM", the Promoter shall hand over the residual amount of such MOG to such Housing Society/ies formed of the purchasers/ allottees of relevant Units in the said Project "NYATI EMBLEM". As regards the said amount towards MOG to be constituted for meeting the expenses and outgoings of the Areas and Facilities common for the said buildings D, E, F & G, the Promoter shall hand over the residual amount of such MOG to such Housing Society/ies formed of the purchasers/ allottees of relevant Units in the said Project "NYATI EMBLEM" with a covenant and undertaking from the respective Housing Societies of the said buildings F & G that they shall contribute their proportionate share alongwith the respective Housing Societies of the said buildings D & E
--	-----------------------	---



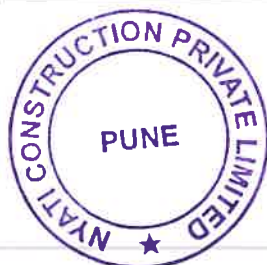
		and at all time the Promoter is kept indemnified in this regards. As regards the said amount towards MOG to be constituted for meeting the expenses and outgoings of the Areas and Facilities common for the said Larger Land the Promoter has informed the Purchaser/s as under: (i) (i) That the aggregate of all such amounts towards MOG paid by the purchasers of Units in the said Project "NYATI EMBLEM" for meeting the expenses and outgoings of the Areas and Facilities common for the said Larger Land shall be kept in a bank account in the name of the Promoter herein and the same shall be applied for the expenses and outgoings of the Areas, Facilities and Infrastructure which are common to the said Larger Land. The statement of accounts in respect of such MOG amounts will be shared by the Promoter with such Housing Society/ies formed of the purchasers/ allottees of relevant Units in the said Project "NYATI EMBLEM" on quarterly basis or at the discretion of the Promoter. (ii) On formation of the Apex Society/Ulimate Body, the Promoter shall, subject to the rights and entitlement of the Promoter as stated in this Agreement, pay and hand over the balance/residual amount of such MOG, if any, to such Apex Society/Ulimate Body. The Purchaser/s shall be obliged to make further contribution towards MOG for meeting the expenses and outgoings of the Common Areas, Amenities and facilities of the said Project "NYATI EMBLEM" and for the Common Areas, Amenities and facilities for the said buildings D, E, F & G and also for the Common Areas, Amenities and facilities of the said Larger Land to the Promoter until such
--	--	--



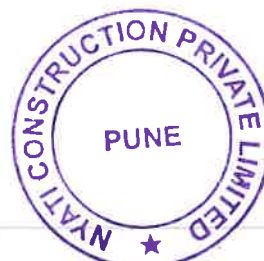
		time as the Maintenance and Management of the said Project "NYATI EMBLEM" is so handed over to the Ad-Hoc Committee/s or Society/ies, as the case may be. From the date of formation of Ad-Hoc Committee/s or Society/ies of the said Project "NYATI EMBLEM" or formation of Apex Society/Ultimate Body (as the case may be), till the time the Maintenance and Management of the said Project "NYATI EMBLEM" is so handed over to such Ad-Hoc Committee/s or Society/ies of the said Project "NYATI EMBLEM, and the Maintenance and Management of the said Larger Land is handed over to such Apex Society /Ultimate Body respectively, the Promoter shall be entitled to charge and recover "Management fees" of 15% to be applicable on the respective MOG amounts. In the event of the amount towards MOG so collected for maintenance repair and upkeep of the Common Areas, Amenities and facilities of the said Project "NYATI EMBLEM" and/or for maintenance repair and upkeep of the Common Areas, Amenities and facilities of the said buildings D, E, F & G and/or for maintenance repair and upkeep of the Common Areas, Amenities and facilities of the said Larger Land being found at any time to be insufficient, then the Purchaser/s herein and the purchaser/s of other Units shall be obliged to make further contributions towards the same failing which the Promoter shall be entitled to utilize the principal amount of the "Common Area Maintenance Fund" and/or the interest accrued on such Deposits mentioned in the Clause No.23.
27-28	The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of	Clause 25 - 25. The Purchaser/s shall make payment to the Promoter of "Central Goods and Services Tax" and "State Goods and Services Tax", as applicable who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of such Central Goods and Services Tax and State Goods and Services Tax are increased or



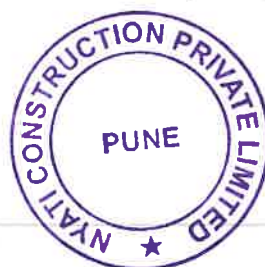
	handing over the possession of the [Apartment/Plot].	decreased by the Government, the amount payable by the Purchaser/s to the Promoter under this Clause shall vary accordingly. In addition to the above, the Purchaser/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge and other Taxes as are or as may be levied or as may be reassessed etc. by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Promoter to the Purchaser/s before or after taking possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Purchaser/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Purchaser/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Purchaser/s hereby agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Purchaser/s of any such taxes, duties etc.
28	N/A	Clause 26 - As per the Said Sanctioned Layout, a portion of the Open Space is available in the said Land and the Promoter may develop certain amenities thereon as may be permitted by the Planning Authority. The said Amenities if any developed shall be meant & for the exclusive use of the holders of the units situate in Building Nos. D, E, F & G in common. While procuring permission from the Municipal Corporation of Pune for construction/development of such recreational activities in terms of Section 13.3.1.3 of the Development Control Rules, the Promoter is required to keep certain amount as and by way of "Security Deposit" with the Municipal Corporation of Pune. It is clarified that the Promoter will make payment of such Security Deposit amount to the Municipal Corporation of Pune for and on behalf of the Building Nos.



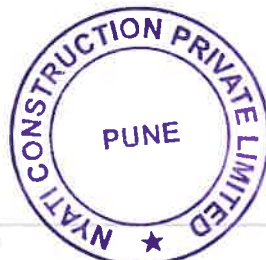
		D, E, F & G and upon receipt of final Occupancy Certificate in respect of the said Project "NYATI EMBLEM", the Promoter shall be entitled to recover the said amount from the respective Societies formed of the Building Nos. D, E, F & G .
28-30	If within a period of five years from the date of handing 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.	Clause 27 – i) If within a period of five years from the date of handing over the said Unit to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Unit or the building in which the said Unit is 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 Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. ii) The Purchaser/s shall not, without the prior written consent of the Promoter carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Purchaser/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out without the written consent of the Promoter, the liability of the Promoter under the Real Estate (Regulation and Development) Act 2016 to rectify defects automatically shall become void and Purchaser/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. The word "Defect" here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by



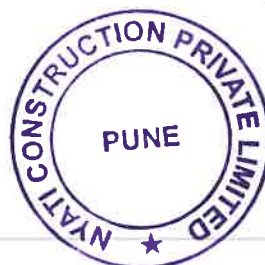
		negligent use of said Unit by the Purchaser/s, Occupants, vagaries of nature etc. It shall be the responsibility of the Purchaser/s to maintain the said Unit in a proper manner and take all due care needed including but not limited to ventilation, regular usage of sanitary, plumbing fittings etc. Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Solar Heating System, Sewage Treatment Plant, Organic Waste Converter/ Composter, Sanitary Fittings and C.P. Fittings which may be provided by the Promoter in the said Project and/or in the said Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance in manner and by the entity prescribed by such Manufacturer is not attended to by such Housing Society/ies formed of the purchasers of relevant Units in the said Project "NYATI EMBLEM". That the Purchaser/s has/have been made aware and the Purchaser/s expressly agrees that the regular wear and tear of the said Unit/ Building/ said Project includes minor hairline cracks on the external and internal walls excluding the RCC Structure, which occur due to variation in temperature of more than 20 Degree Celsius or thereabout and which do not amount to structural defects and hence cannot be attributable to either bad workmanship or structural defect. It has been explicitly made clear that the Promoter shall be entitled to charge visiting charges of Rs. 500/- per visit, plus applicable taxes thereon (to be paid by the Purchaser/s by way of RTGS transfer/Cheque), to the Purchaser/s in case the issues/ complaints raised by the Purchaser/s are not
--	--	---



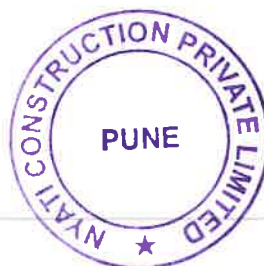
		within/in warranty or the same are caused due to negligence/fault on the part of the Purchaser/s. Further if the Purchaser/s fails or neglects to make payment of such visiting charges and in between the issues further aggravates then the Purchaser/s shall be liable to pay all costs, charges, compensation, damages arising from in that regard and that the Promoter shall not be liable to attend to any further complaints/warranty issues if any raised by the Purchaser till the time such visiting charges and such costs, charges, compensation, damages are not cleared by the Purchaser/s. Further for rectification of those issues/complaints which are not within/in warranty or those caused due to negligence/fault on the part of the Purchaser/s, the Purchaser/s shall be liable to pay all costs, charges, damages towards restoration, repairs etc. arising therefrom. Notwithstanding anything to the contrary contained in the preceding clause, the defect liability period of five years shall commence from the date of handing over the said Unit to the Purchaser/s or Occupancy Certificate in respect of the said Unit issued by the Municipal Corporation of Pune, whichever date is earlier.
30-31	N/A	Clause 30 – The Promoter shall be entitled to entrust the management and control of the said Project “NYATI EMBLEM” to an Ad-Hoc Committee/s of the relevant Unit Purchaser/s for looking after maintenance and management thereof only including collection and disbursement of contributions from the Purchaser/s of Units in the said Project “NYATI EMBLEM” towards payment of outgoing and expenses referred to herein. In such event, the Promoter shall not be under any obligation or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefor or any matter concerning maintenance or management of the said Land and Project “NYATI EMBLEM”



		thereon and liabilities in that behalf shall be that of the Ad hoc Committee/s of the relevant Unit Purchaser/s. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad-hoc Committee/s shall extend only to manage the said Project "NYATI EMBLEM" and the relevant common areas thereof etc. and pay the outgoings. The entrustment of the management as aforesaid shall not affect the rights of the Promoter provided under this Agreement, nor shall such an act on the part of the Promoter be deemed be a waiver of the rights of the Promoter under this Agreement. Clause 31 – The Purchaser/s hereby irrevocably consents and authorize/s the Promoter to represent him/her/them/it in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may, till the transfer of the relevant structures as mentioned in Clause No. 5 (d) above of the said Project "NYATI EMBLEM" to such Housing Society/ies, represent the Purchaser/s and his/her/their/its interest and give consents, NOC's and do all necessary things in all departments of the Office of the Collector of Pune, Municipal Corporation of Pune, the Government of Maharashtra, MSIEDCL on behalf of the Purchaser/s and whatsoever acts done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s and the same shall be binding on the Purchaser/s. Clause 32 – It is hereby clarified that the Promoter herein shall merely be deemed to be a liasoning/ facilitating agency for applying for all Municipal and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the
--	--	--



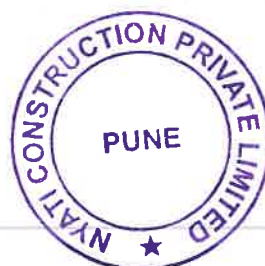
		purpose. However, the Promoter shall not be held responsible or liable in any manner whatsoever for any delay or non-performance on the part of the Municipal Corporation of Pune or other body or authority or MSEDCL in providing such amenities, services or facilities to the said Project "NYATI EMBLEM" or to the Unit agreed to be sold hereunder.
31-35	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	Clause 34 The Purchaser/s for himself/themselves with intention to bind all persons in to whosoever hand the said Unit may come, doth hereby covenant with the Promoter as follows: a) To maintain the Unit at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Unit is situate and the Unit itself or any part thereof without the consent of the local authorities, if required. b) Not to store in the Unit any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the building in which the Unit is situate or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situate including entrances of the said building and in case any damage is caused to the building in which the Unit is situate or the Unit itself on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.



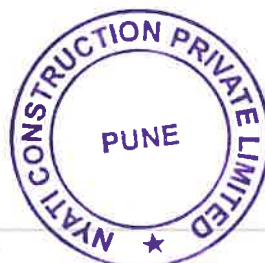
the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the 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	c) To carry out at his/her/their own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building in which the Unit is situate or the Unit itself which may be against the rules and regulations and bye laws of the concerned local authority and/or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. d) Not to make or cause to be made any addition or alteration of whatsoever nature in or to the Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the said Building in which the Unit is situate and the Purchaser/s shall keep the pipelines, sewers, drains in the Unit and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the Unit is situate and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the Unit. e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land / building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. f) Not to hang clothes to dry outside the windows, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and the building in which the Unit is housed.
--	---



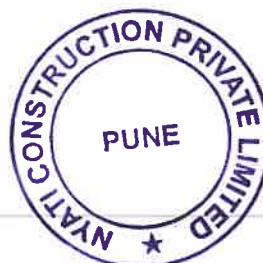
appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company. v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated. viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the	g) Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Unit is situated. h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Purchaser/s for any purposes other than for purpose for which it is sold. i) To install the Cooling Units/Compressors of "Split Type" Air Conditioners appurtenant to the said Unit only at such places as shall be prescribed therefor by the Promoter. j) Not to lay/ install over the exterior of the said Building or the Common Areas thereof such as staircases, landings and ducts thereof, grills, chimney, neon signboards or electronic board/s any Electrical, Telecom Lines or Conduits. k) That the building/s of the said project are to be repainted within a prescribed time span of every Five (5) years from the date of the Occupation Certificate granted by the concerned planning authority. If such repainting is not undertaken by the respective Society then the same may result into generation of cracks/ leakages/ seepages through such unpainted walls. The Promoter would not be held liable/ responsible for any such repairs of cracks/ leakages/ seepages if the building/s are not repainted within the prescribed time span. l) The Purchasers are made aware of the fact that as per the standard engineering
---	--



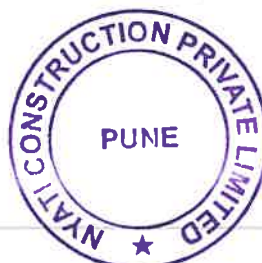
	concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.	practice, the slabs in the Toilet area and Balcony area of the Residential Flat are waterproof, and that save and except those areas, other areas in the Residential Flat are not waterproof and as such the Occupants of the Residential Flats shall take all possible precautions at all times to ensure that no water taps in the Residential Flats are left open even accidentally also while the Residential Flats are locked and that if there are water spillages/stagnancy of water due to any such water tap/s being left open/ unattended in the Residential Flats and/ or otherwise, as a result of any act or omission by the Residential Flats Purchaser/ occupant of the Residential Flats leading to water spillage/leakage into other Residential Flats of the building causing damage to the interiors of any such other Residential Flats/Units, then in such cases, the relevant Purchasers alone shall be liable and responsible to repair/ make good all such damage caused. m) Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae projects outside the said Unit or on any part of the exterior of the said Building or any of the Common Areas thereof, including on the terrace thereof. n) The Purchaser/s shall not let, transfer, assign or part with the Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Unit until all dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and on and only after the Purchaser/s has/have been put in possession of the said Unit and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have procured the prior written permission of the Promoter for
--	---	---



		any such assignment or transfer and has paid to the Promoter by way of “transfer fees” or otherwise an amount to be calculated @ Rs. 150/- per sq. ft. of Carpet Area subject to an escalation of 15% every year from the date of this Agreement. Notwithstanding the above, the Promoter retains the right to refuse a transfer till the completion of the Development without assigning any reason. o) The Purchaser/s shall observe and perform all the rules and regulations of the relevant Societies to be formed of Purchaser/s of relevant Units in the said Project “NYATI EMBLEM” may adopt at its inception and the additions, alterations or amendments thereof and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority such as the Municipal Corporation of Pune and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement. p) Till the transfer of the relevant structures as mentioned in Clause No. 5 (d) above is executed in favour of such Housing Society/ies to be formed of the Purchaser/s of relevant units in the said Project “NYATI EMBLEM” and till the defect liability period of the said “NYATI EMBLEM” is subsisting, the Purchaser/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project “NYATI EMBLEM” or any part thereof to view and examine the state and condition thereof. q) Till a conveyance of the said Larger
--	--	--



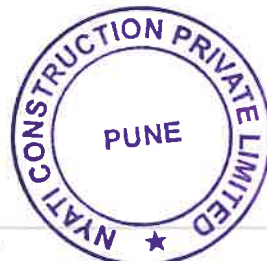
		Land is executed in favour of the Apex Society/Ultimate Body and/or till the defect liability period of the said Project "NYATI EMBLEM" is subsisting, the Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof.
35	N/a	Clause 35 - The Promoter shall comply with all the requirements of the Municipal Corporation of Pune for sanction of water connection for the said Project "NYATI EMBLEM" to be constructed on a portion of the said Land. However, the Purchaser/s herein has/have been made expressly aware by the Promoter that till such time as such water connection is procured and water becomes available for the said Project "NYATI EMBLEM" through such water connections, the requirement of water for the said Project "NYATI EMBLEM" shall be met from other available sources, including procurement of water from Water Tanker Agencies and that a pro-rata share incurred for such purchase, permissions and treatment thereof shall be borne and paid by the Purchaser/s.
35-36	Clause 17 - After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].	Clause 37 - The Promoter has availed loan facility of Rs. 150,00,00,000/- from Tata Capital Housing Finance Limited by creating a charge by virtue of Deed of Simple Mortgage (Without Possession) dated 24. 05.2024 (duly registered under Serial No. 11894 of 2024 in the Office of the Sub-Registrar, Haveli No. 4, Pune) over the Mortgaged Property as defined in the said Deed of Simple Mortgage (Without Possession), along with the units/structures/constructions to be constructed forming part of the proposed Project "NYATI EMBLEM", to and in favour of the said Tata Capital Housing Finance Limited. The Purchaser/s hereby also irrevocably gives his/her/their consent to the Promoter and authorizes/s the Promoter for raising any kind of finance form any bank, financial institution



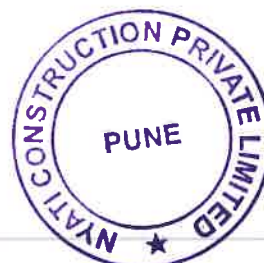
		etc. by way of charge/ mortgage of the unbuilt portion of the said Land or any portion thereof and buildings constructed thereon as and when so deemed necessary by the Promoter, provided however that after execution of this Agreement, the Promoter shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s.
36	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.	Clause 38 - Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of Allotment Letter & receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of Allotment Letter & its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a Notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, the proposed allotment of the said Unit by the Promoter in favour of the Purchaser/s shall be treated as cancelled and the Promoter shall forfeit the amount paid by the Purchaser or such amount as mentioned in the Allotment Letter whichever is lesser towards "Cancellation Charges" therefrom and which amount shall stand forfeited.



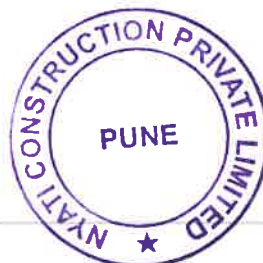
36	N/A	Clause 39 - The Promoter shall be entitled to grant lease or license of any portion of the said Land to any Government/ Semi-Government, Local or Municipal Body or Authority, Municipal Corporation of Pune or to the M.S.E.D.C.L. or to any Private Party or Parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Purchaser/s herein shall not be entitled to raise any objection to such grant of lease or license. Conveyance of the said Larger Land in favour of the said Apex Society/Ultimate Body shall be expressly subject to the rights created under any such Lease or License mentioned in this Clause. The Promoter shall be entitled to draw power etc. from the transformers, installations set up in the LT room or the portion of the said Land leased to MSEDCL or otherwise, for the projects forming part of the said Larger Land. Clause 40 - 40. The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and rules and Regulations made thereunder or any statutory amendment(s), modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide the promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve
----	-----	--



		Bank of India, he / she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accept no responsibility in this regard. The Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser/s and such third party shall not have any right in the application / allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/s only. Clause 41 - As stated above, the Said Sanctioned Layout inter-alia includes the area under 24 mtrs. & 18 mtrs. Development Plan Road . It is hereby clarified that when title to the said Larger Land is to be transferred to the Apex Society formed of the individual Societies thereof formed of the purchasers of Flats/ Units in all projects constructed as part of the Said Sanctioned Layout, such areas if then held by the Promoter and or the Confirming Party will not be so conveyed in favour of the said Apex Society/Ultimate Body as the Confirming Party was , is and shall be entitled to deal with the same as may be required under the applicable Development Control Rules and to appropriate the benefits arising therefrom. Clause 42 - The Promoter has named the said Project under construction on a portion of the said Land as "NYATI EMBLEM" and the
--	--	---



		same will not be changed. Clause 43 - The Purchaser/s shall at his/her/their own costs lodge this agreement for Registration with the concerned Sub-Registrar and forthwith inform the Promoter the Serial Number under which the same is lodged to enable the Promoter to admit execution of the same. Clause 44 - Any delay or indulgence by the Promoter in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter hereunder. Clause 47 - The Confirming Party has obtained Environmental Clearance as per the provisions of Environment (Protection) Act 1986 and will obtain amendments/extensions/expansions thereto as applied for and if so required till the completion of the said Project "NYATI EMBLEM".. Till the formation of the Apex Society/Ultimate Body, the Societies formed of each of the Projects in the said Larger Land shall collectively at their own cost and responsibility maintain the Common Areas and Facilities & Infrastructure / Services which are provided in the said Larger Land and shall share cost of maintenance and upkeep of the Environmental Infrastructure (if any). Once the Apex Society/Ultimate Body is formed then Chairman/ secretary/ Estate Manager of such Apex Society/Ultimate Body will be responsible for the maintenance of all such Common Areas and Facilities and Infrastructure/ Services including the Pollution Control Equipment's which are common to the said Larger Land and/ or with the Apex Society. Similarly, The societies formed of D, E, F and G buildings jointly will be responsible for the maintenance of all such Common Areas
--	--	--



		and Facilities and Infrastructure/ Services including the Pollution Control Equipment's which are common to or meant for the said four buildings. The Societies/Apex Society/Ultimate Body shall ensure that all environment norms are duly complied, including timely renewal of the CGWA permission/NOC, replacement of the Bank Guarantee provided to the MPCB and other bodies, formation of environmental monitoring cell to ensure that all environmental Infrastructure / Services/Equipment provided in the said Larger Land as required under the Environmental Clearance are duly operational and maintained & regular monitoring as per provisions of Environmental Clearance is carried out. It is hereby further agreed that the Promoter shall not be held responsible or liable in case Societies/ Apex Society/Ultimate Body fails to comply with or contravenes any of the provisions/ rules/orders issued under the Environment (Protection) Act 1986. Clause 48 - The Promoter shall complete certain amenities and facilities which are common to the said Project "NYATI EMBLEM" and the buildings D & E of Montecito even before the said Project is completed and occupied by the respective purchasers thereof. In that event till the completion of development of the said Project, the Promoter and the holders of relevant units in the buildings D & E of Montecito will contribute towards the MOG for maintenance, repair and upkeep of such Common Areas and Facilities as may be mutually agreed by and between them. Once the said Project "NYATI EMBLEM" is completed by the Promoter and occupied by the respective Purchasers thereof, such purchasers of flats/units in the said Project shall begin to contribute on a pro-rata basis towards the MOG for maintenance, repair and upkeep of such Common Areas and Facilities common to the said Project "NYATI EMBLEM" and the said buildings D & E of
--	--	---



		Montecito. It is hereby disclosed and agreed by the Purchaser that such amenities and facilities which are common to the said Project "NYATI EMBLEM" and the buildings D & E of Montecito shall already be in use by the holders of units in D and E buildings and as such by the time of occupation of the units by the unit purchasers of F and G buildings, such amenities and facilities will be subject to regular wear and tear and repair as the case may be.
--	--	---

For NYATI CONSTRUCTION PRIVATE LIMITED

Nyati
PRANAV NITIN NYATI
DIRECTOR

