

To,
Maha RERA Authority,
6th floor, Housefin Bhavan,
Plot No C-21, E Block, BKC,
Bandra (E), Mumbai:-400051

Date: - 19/02/2024

Subject: - Deviation Report on Agreement for sale the project named Atul Life Phase-I,
NO 460/A, 460/B, 460/C, 460/E, 531/B, 531/C, 531/D, 531/E and 531/F LOCATED AT
Village- Nahur, Tal- Kurla, Mulund West - 400086.

Deviation Clause

ATUL PROJECTS INDIA PRIVATE LIMITED

5th Floor, Trade Avenue, Suren Road, Off W.E. Highway, Andheri East, Mumbai, Maharashtra 400093
Tel - 022-6108 2525/ 022-2683 6357, Email Id: sales@atulprojects.com, Website: www.atulprojects.com
CIN No- U45200MH2007PTC173576

Clause no as per our draft	Actual clause
N	The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenities. The Promoter shall determine and identify the portion and location of Larger Land to be handed over to comply with the terms and conditions of statutory approvals. The portion of the Larger Land remaining after handing over the stipulated percentage if any, to the SRA or any other statutory authority after developing public amenities and/or permanent transit component, only would be available for transferring to the Apex Body. A list of the amenities and reservations affecting the Larger Land is set out in the Disclosed Layouts.
Q	(iii) . All documents in relation to the litigations in relation to the larger land including the Adjoining Land;
2	2.10 The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges and expenses incidental thereto, maintenance and outgoing charges with respect to said Apartment together with right to the common areas, amenities and facilities in the Real Estate Project including the Real Estate Project Amenities ("Other Charges") set out in the Part A and the Part B of the Eighth Schedule. The Allottee/s / the other allottees of the Real Estate Project are liable to bear and pay the Other Charges as set out in the Part A and the Part B of the Eighth Schedule. The Other Charges are tentative and subject to finalization on or before handing over possession of the said Apartment. The changes, if any, in the Other Charges as set out in the Part A and the Part B of the Eighth Schedule shall be intimated by the Promoter to the Allottee/s on or before handing over possession of the said Apartment to the Allottee/s. The heads of the Other Charges as set out in the Part A and the Part B of the Eighth Schedule are only indicative and not exhaustive and the Allottee/s agrees to pay such other charges/amounts or such increase in the abovementioned other charges / amounts as the Promoter may indicate to the Allottee/s, without any delay or demur. The Allottee/s irrevocably and unconditionally agrees to pay the Other Charges and has understood and accepted that the payment of Other Charges shall be a precondition for handing over possession of the said Apartment. 2.16 All payments shall be made by way of demand drafts / pay orders / account payee cheques / RTGS / ECS / NEFT or any other instrument drawn in favour of / to the account of the Promoter set out in the Sixth Schedule hereunder written. In case of any financing arrangement entered by the Allottee/s with any bank/financial institution with respect to the purchase of the said Apartment, the Allottee/s

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undertakes to direct and ensure that such bank/financial institution disburse / pay all such amounts due and payable to the Promoter through RTGS / ECS / NEFT / account payee cheque / demand draft / pay order drawn in favour of / to the account of the Promoter more particularly mentioned in the Sixth Schedule hereunder written. Any payments made in favour of / to any other account other than as mentioned in the Sixth Schedule shall not be treated as payment towards Sale Consideration in respect of the said Apartment. The Promoter shall be entitled to change the account (as set out in the Sixth Schedule) by giving a written notice to the Allottee/s to that effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid bank/financial institution in such new account.

2.18 Further, the Allottee/s or the bank/financial institution making payment of Sale Consideration or part thereof is responsible to deduct tax by way of Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 at the rate applicable from time to time and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in favour of the Promoter in the prescribed Form 16B for the same within the statutory period. In the event of any error committed by the Allottee/s / financial institution while deducting TDS or in E-filing, the same shall be rectified by the Allottee/s / financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee/s / financial institution's notice. The credit for the TDS amount deposited by the Allottee/s / bank / financial institution will be given to the Allottee/s only upon receipt of the original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event, the Allottee/s fails to produce the original TDS Certificates for all the payments made by the Allottee/s at the time of handing over possession of the said Apartment or within the time prescribed in the Possession Notice, whichever is earlier, the Allottee/s will be required to deposit with the Promoter such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Allottee/s only upon the Allottee/s furnishing the TDS Certificate within one month from the date of handing over possession of the said Apartment. In case the Allottee/s fails to handover all the original TDS Certificates within the stipulated period of one month from the date of handing over or within the period stipulated in the Possession Notice, whichever is earlier, the Promoter shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee/s. The Allottee/s shall also be liable for all costs, expenses, penalties and interest as may be suffered by the Promoters on account of delay in furnishing the TDS certificate or otherwise. The Allottee/s hereby indemnify(ies) the Promoters from all such costs, expenses, penalties, interest, losses and damages as may be suffered by the Promoters.

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	2.19 The Allottee/s agrees and confirms that in the event of delay/default in making payment of the GST and TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoters under this Agreement and in law, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoters.
3	DISCLOSURES AND TITLE 3.1 The Allottee/s hereby declares and confirms that prior to the execution of this Agreement, the Promoters have made full and complete disclosure of their right, title and interest in the Real Estate Project and the Whole Project and the Allottee has/have satisfied himself / herself / themselves of the particulars and disclosures, including the following: (i) Nature of the right, title and interest of the Promoter to the development of the Real Estate Project and the encumbrances thereon; (ii) Nature of the right, title and interest of the Promoter to the development of the Whole Project and the encumbrances thereon; (iii) The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Real Estate Project and the floor plan of the said Apartment; (iv) The litigations pertaining to the Real Estate Project; (v) The Disclosed Layouts disclosing the phase wise development proposed on the Larger Land; (vi) FSI utilized and/or to be utilized in the Real Estate Project; (vii) FSI to be utilized in the Whole Project; (viii) Particulars of fixtures, fittings and specifications proposed to be provided in the said Apartment as more particularly mentioned in the Ninth Schedule hereunder written; (ix) The nature of the organization to be constituted of the allottees of the premises/apartments in the Real Estate Project; (x) The nature of the organization to be constituted for the Whole Project; (xi) The approvals to be obtained, in relation to the Real Estate Project and the Whole Project; (xii) Nature of responsibilities of the Promoter and Allottee/s under this Agreement; (xiii) The various amounts and deposits that are to be paid by the Allottee including the Sale Consideration, Other Charges, taxes, maintenance and outgoings. 3.2 The Promoter would be entitled to aggregate and/or club, any contiguous or non-contiguous land parcel with the development of the Larger Land including but not limited to the Adjoining Land, in accordance with applicable law, as may be amended, modified and / or re-enacted from time to time.

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	3.4 It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted only to the said Apartment agreed to be sold and such right will accrue to the Allottee/s only on the Allottee/s making full and final payment of the Sale Consideration, Other Charges (as defined below), taxes, maintenance and outgoings payable in pursuance hereof to the Promoters in accordance with this Agreement and only on the Allottee performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.
4	4.1 Mechanical/ Robotic Parking System (which may be in the form of a tandem parking, puzzle parking or stack parking or any other form of automated or mechanical or robotic parking) Basement Parking Spaces, Podium Parking Spaces (i) The said Car Parking Space is provided for exclusive use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Space by the Promoter and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Promoter. (ii) The Promoter shall identify and allocate the said Car Parking Space simultaneously with offering possession of the said Apartment. The decision of the Promoter with respect to such identification and allocation of the said Car Parking Space shall be final and binding on the Allottee/s and the Allottee/s hereby gives his/ her approval for the same and undertakes not to dispute such allocation, the size, location and type of arrangement and / or for any reason whatsoever at any time in future. (iii) The Allottee/s undertakes not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking Space allotted to him/her. The rights of the Allottee/s in respect of the said Car Parking Space shall be co-extensive and co-terminus along with this Agreement and Apartment. The Allottee/s agrees that unauthorized use of the Car Parking Space will tantamount material breach of the terms of this Agreement. For such breach, the Promoter shall have right inter-alia to levy such penalty or take such action as they may deem fit. (iv) The Allottee/s undertakes to pay such maintenance charges in respect of the said Car Parking Space as may be decided by the Promoter or the Society / the Societies from time to time. (v) The Promoter hereby clarifies that the robotic/automated/mechanical Car Parking System are purchased from third party

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	vendor/s and the same are subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee/s waives any and all claims, liabilities against the Promoter and / or its affiliates or their successors in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, the obligation of the Promoter to maintain such mechanical Car Parking Space shall be limited to the extent of the warranty period or until offering in writing to hand over the management of the same to the Society / the Societies of allottees, whichever is earlier. The Allottee/s agrees not to withhold the maintenance to be paid towards the said Apartment and/or the Car Parking Space for any reason whatsoever.
5	5.2 The Real Estate Project Amenities may not be ready and operational at the time of handing over the possession of the said Apartment to the Allottee/s. The Promoter contemplates to complete and provide the Real Estate Project Amenities only after the completion of the entire Real Estate Project and obtainment of the occupation certificate thereof, to which the Allottee/s accords his/her/their approval. The Promoter reserves their rights to substitute, upgrade, modify, delete, relocate or enhance any or all the Real Estate Project Amenities, for which the Allottee/s hereby confirms such right of the Promoter and shall not raise any objections to such substitution, upgradation, modification, deletion, relocation or enhancement. Though the Real Estate Project Amenities shall form part of the New Building, but they may be used by the Allottee/s only in accordance with the rules and regulations framed by the Promoter and / or the Society / the Societies, from time to time. 5.3 The Whole Project Amenities may not be ready and operational at the time of handing over the possession of the said Apartment to the Allottee/s. The Promoter contemplates to complete and provide the Whole Project Amenities only after the completion of the Whole Project and obtainment of the occupation certificate thereof, to which the Allottee/s accords his/her/their approval. The Promoter reserves their rights to substitute, upgrade, modify, delete, relocate or enhance any or all the Whole Project Amenities, for which the Allottee/s hereby confirms such right of the Promoter and shall not raise any objections to such substitution, upgradation, modification, deletion, relocation or enhancement. The Whole Project Amenities will be used by the Allottee/s only in accordance with the rules and regulations framed by the Promoter and / or the Society / the Societies, from time to time.

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5.4 The Promoters shall be entitled to club, amalgamate the development/redevelopment of the said Land with adjacent, contiguous or non-contiguous properties including but not limited to the Adjoining Land. The same may be taken as a common integrated layout with the Larger Land (or part thereof) or otherwise, subject to necessary approvals/sanctions from the concerned authorities. For this purpose, the Promoters shall be entitled to take steps including but not limited to following:

- (i) Amalgamate and / or club schemes of development of the adjoining properties, adjacent, contiguous or non-contiguous properties, land composition and land mix.
- (ii) Float FSI/TDR from the Larger Land onto the other land / properties and / or float FSI/TDR from the other land / properties onto Larger Land or part thereof and undertake consequent construction, development, sale, marketing and alienation.
- (iii) Amend, modify and/or substitute the plans, in full or in part, as may be required by them from time to time in accordance with law and / or as stated / disclosed herein.
- (iv) Provide common access and entry and exit points to and from the Larger Land and the other properties, which may be used in common by the allottees/occupants of premises/apartment constructed on the Larger Land and other properties.
- (v) Upon such acquisition, clubbing or amalgamation of other lands / properties the magnitude and scope of the Real Estate Project and the development on the Larger Land shall vary and modify in accordance with the actual acquisition of other lands / properties / projects.

5.5 The Promoter shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project.

5.6 All the revenues generated of any nature whatsoever from the Real Estate Project including from the Real Estate Project Amenities, Whole Project Amenities till the date of handing over management and maintenance of the Real Estate Project, Whole Project Amenities to the Society / the Societies shall solely belong to the Promoter, and neither the Allottee/s nor the Society / the Societies and / or any other allottee of the Real Estate Project, Whole Project Amenities shall have any claim over the same. The Allottee/s hereby agrees not to raise any dispute and / or claim in any benefit or revenues arising from the Real Estate Project, Whole Project Amenities which belongs to the Promoters.

5.7 The Allottee/s agrees that the Promoters shall be entitled to amend the sanctioned/proposed plans in order to utilise the maximum development potential (present/future) of the Larger Land and other properties that it may club/aggregate with

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the Larger Land, in accordance with the plans as may be approved by the SRA/MCGM/competent authorities, but without altering the location, area and internal amenities of the said Apartment agreed to be acquired the Allottee/s under this Agreement.

5.10 The Allottee/s agrees that the Promoter shall be entitled to construct a temporary structure including any site offices/ show flats/ site lounges within the Real Estate Project in connection to the development of the said Larger Land and to access/use the same anytime without any restrictions whatsoever including to use any of the premises constructed in the New Building as sample flat/show flat for representational purposes until the development of the Larger Land and/or adjoining, contiguous land, non-contiguous lands, is completed in all respects.

5.12 The Allottee/s agrees that the Promoter shall be entitled to put signage/boards to reflect the name of '[●]' (and/or any other brand name the Promoter is entitled/permitted to use or as desired by the Promoter) on the façade, terrace, compound wall and/or any other part/location of the Real Estate Project, Whole Project, as the Promoter in its sole, absolute and unfettered discretion may deem fit. The Promoter shall have the exclusive right to put up signage, hoarding, and all other forms of advertisement board whatsoever within the Larger Land. The Promoter shall be entitled to place, select, decide and put hoarding/boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Promoter from time to time, in perpetuity in the form of Neon Signs, illuminated/ non-illuminated boards, MS Letters, and Vinyl & Sun Boards or any other form ("Sign Board") on the Real Estate Project, Whole Project and on the façade, terrace, compound wall or other part of the Real Estate Project, Whole Project and shall be entitled to all the revenues arising from the same. The Promoter or its nominee shall have right of ingress and egress to such Sign Board at all the times for the purposes of repairs and maintenance or otherwise and the Allottee/s or the Society / the Societies of the purchasers in the Real Estate Project, Whole Project shall not directly or indirectly obstruct the same. The Allottee/s shall not be entitled to raise any objection or claim or any abatement in the price of the said Apartment and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter. The Promoter has and shall continue to have right to obtain separate electricity meter for such Sign Board and they shall pay the electricity bills for the same. The Promoters shall not be liable to pay any fees, charges or moneys for the same to the Society / the Societies. The Promoter shall have an irrevocable license in perpetuity with respect to air rights and branding rights upon the Real Estate Project, Whole Project and the right to designate and brand the development of the Real Estate Project Whole Project as an 'Atul Life' project.

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	5.13 In the event of the Society being formed and registered before the sale and disposal by the Promoter of all the premises in the Real Estate Project, the power and authority of the Society so formed or that of the Allottee/s and the allottee/s of other premises in the Real Estate Project shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the Real Estate Project, the construction and completion thereof and all the amenities pertaining to the same and, in particular, the Promoter shall have the absolute authority and control as regards the unsold premises, un-allotted/unassigned car parking spaces and the disposal/allocation thereof. 5.14 If at any time before or during the currency of the development of the said Larger Land, any part of the same is taken over by the government authorities or any regulatory authorities on account of the same forming part of any D.P. Road, set back area and/or for any other purpose, to any institution or body whether central or state government or any local corporation or any authority making claim over it, and the Promoter is required to hand over that area, then in that case the Allottee/s shall not object to the same and in case any compensation is received from the said authority whether monetary or otherwise including but not limited to grant of any FSI/TDR/any permission to put up any additional floors or grant of any incentive FSI (which will be over and above the declared/disclosed aggregate FSI), the Allottee/s shall not have any claim on the same and the same shall vest in and belong solely to the Promoter. Similarly, if in case the Promoter is required to develop any kind of road, approach road, access area, any nallah or sewerage area and the Promoter develops the same, whether or not the same forms a part of the Larger Land and in that case if on account of such development of the same, MCGM or any other authority rewards any benefit whether monetary or otherwise, the Allottee/s agrees that the Allottee/s shall not have any sort of claim on the same and the same shall vest in and belong solely to the Promoter.
6	6.4 Simultaneously with the termination of this Agreement and prior to refund of the Sale Consideration, if any, as aforesaid, the Allottee/s shall, without demanding any money, execute and register, the deed of cancellation or such other documents (as may be required by the Promoters) ("Deeds") in respect of the said Apartment confirming the termination in the form and manner as may be required by the Promoters. The Allottee/s shall execute and register the above Deeds within 15 (fifteen) days of the receipt of intimation from the Promoters which shall be prior to refund of the Sale Consideration, if any, as aforesaid by the Promoter and shall return all the original documents with regards to this transaction including inter alia this Agreement to the



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Promoter. The Parties further confirm that any delay or default in execution / registration or non-execution of the Deeds shall not prejudice the cancellation, the Promoters' right to terminate this Agreement and / or adjust and recover the said Deductions and the Promoters right to sell/transfer the said Apartment including but not limited to Car Parking Space, if any, to any third party (as set out below).

6.5 Further, upon the termination of this Agreement by the Promoter, the Allottee/s shall cease to have any right, title and / or interest in the said Apartment and / or the said Car Parking Space, if any, and the Promoters shall be entitled to deal with and/or dispose of or alienate the said Apartment and the said Car Parking Space, if any, in the manner as the Promoters may deem fit without any reference to the Allottee/s and without any suit, claim or demand of the Allottee/s in any manner whatsoever. Also, the Promoters shall be entitled to deduct from the Sale Consideration paid by the Allottee/s the following amounts ("the said Deductions") (a) pre-quantified and agreed liquidated damages equivalent to 9.9% (Nine point Nine percent) of the Sale Consideration ("Pre-Quantified Liquidated Damages") and any losses that may be caused to or suffered by the Promoters, (b) brokerage, if any, paid by the Promoters to channel partner/agent, (c) all other unpaid taxes and outgoings in respect of the said Apartment up to the date of the Promoters' Termination Notice, (d) the amount of interest payable by the Allottee/s on account of default committed by it/him/her/them, amount of stamp duty and registration charges and expenses and/or any other administrative charges incidental thereto payable on the deed of cancellation, (f) in case the Allottee/s has opted for subvention scheme, the total amount of pre-EMI interest paid and /or payable by the Promoter (in their discretion), if any, to the lending bank/financial institution, (g) any amount/ interest reimbursed by Promoters to the Allottee/s, (h) in case the Allottee/s has availed any loan against mortgage of the said Apartment, then all amounts disbursed by the lending Bank/Financial Institution to the promoters, which amounts may be refunded by the Promoters (in their discretion), if any, to such lending bank/financial institution directly.

6.10 The Promoter herein has specifically informed the Allottee/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Promoter, the Allottee/s alone shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or agency as the case may be. In case, the Allottee/s fails to provide information to the satisfaction of the concerned authorities and consequently any action is initiated by them, the Allottee/s alone shall be liable for all costs and consequences thereof.



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	6.11 The Allottee/s agrees that in the event of termination and/or determination of this Agreement, it will be obligation of the Allottee/s to claim the refund of TDS amount, if any, from the Income Tax Department and the Promoters shall not be responsible for the same
7	FACILITY MANAGER/S / UTILITY PROVIDER/S: 7.1 The Promoter shall be entitled to negotiate and enter into appropriate arrangement/ agreement with the utility providers ("Utility Providers") i.e., entities providing gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption, etc., ("Utilities") for supplying of these utilities to the allottees in the Real Estate Project including the Allottee/s herein. Upon arriving at such arrangement, the Allottee/s agrees to avail these or any of these utilities from the Utility Providers nominated by the Promoter and pay such amount as may be fixed by the concerned Utility Providers. This Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities or any of them. 7.2 The Promoter shall have the right to undertake, upkeep and maintenance of the Real Estate Project including for the Real Estate Project Amenities and of the Whole Project including for the Whole Project Amenities and in this regard shall have the right to enter into contract, agreement with any third party / vendors / agency for the purpose of maintenance and upkeep of the Real Estate Project including for the Real Estate Project Amenities and also of Whole Project including for the Whole Project Amenities ("Services") in full or in part and such decision shall be final and binding upon the Allottee/s ("Facility Manager/s"). The tenure of Facility Manager/s shall be until the Promoter offer to hand over the management and maintenance of the Real Estate Project and/or the Whole Project to the Society / the Societies and/or until such other period as may be decided by the Promoter. Upon handing over management and maintenance of the Real Estate Project to the Society / the Societies, the Society / the Societies shall be entitled to undertake the management and maintenance of the Real Estate Project including the Real Estate Project Amenities. Upon handing over management and maintenance of the Whole Project to the Apex Society, the Apex Society shall be entitled to undertake the management and maintenance of the Whole Project including the Whole Project Amenities. The Promoter may also formulate the rules and regulations for the maintenance and upkeep of the Real Estate Project including the Real Estate Project Amenities and Whole Project including the Whole



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Project Amenities and the Allottee/s hereby agrees and undertakes to abide and follow and not to commit breach of any of the provisions of such rules, regulations and bye-laws.

7.3 The Promoter shall have the right to designate any space in the Real Estate Project, Whole Project or any part thereof to the Utility Provider/s and the Facility Manager/s for the purpose of facilitating the provision and proper maintenance of Utilities and Services to be availed by the allottees of the Real Estate Project and the Whole Project. The Promoter shall also be entitled to designate any space in the Real Estate Project, Whole Project to Utility Provider/s and the Facility Manager/s either on leave and license or leasehold basis or in any other manner acceptable to Utility Provider/s or the Facility Manager/s for the purposes of providing the Utilities and the Services in the Real Estate Project, Whole Project.

7.4 Notwithstanding any other provision of this Agreement, the Promoter has the right to and shall be entitled to nominate any one or more person/company as Facility Manager/s and the Utility Provider/s. The Promoter has the authority and discretion to negotiate with such Facility Manager/s and/or the Utility Provider/s and to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager/s and the Utility Provider/s. The cost incurred in appointing the Facility Manager/s and the Utility Provider/s shall be borne and paid by the Allottee/s / residents / occupiers of the premises comprised in the Real Estate Project, Whole Project in the manner as may be determined by the Promoter. Such charges would be levied on the basis of the Total Area of the said Apartment and the Allottee/s agrees that it/he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager/s and the Utility Provider/s by the Promoter or towards charges payable to Facility Manager/s and the Utility Provider/s as determined by the Promoter. The cost of maintenance and management of the Real Estate Project shall be borne and paid by the Allottee/s of the premises in the Real Estate Project alone. The cost of maintenance and management of the Whole Project shall be borne and paid by the Allottee/s of the premises in the Whole Project alone.

7.5 The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Manager/s including without limitation, payment of the Allottee/s's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project, the Real Estate



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	Project Amenities, Whole Project, Whole Project Amenities. 7.7 Any management fees / service charges payable to the Facility Manager/s and the Utility Manager/s in terms of the service agreements for the Real Estate Project shall be proportionately borne and paid by the Allottee/s and other allottees of the Real Estate Project. Any management fees / service charges payable to the Facility Manager/s and the Utility Manager/s in terms of the service agreements for the Whole Project shall be proportionately borne and paid by the Allottee/s and other allottees of the Whole Project. 7.8 The Promoter has not given and shall not give any representation and / or warranty with respect to quality, sufficiency and / or adequacy of the Services and Utilities availed from the Facility Manager/s and/or the Utility Manager/s and that the Promoter shall not in any manner be liable for any claim of any nature whatsoever, for any defects and / or any deficiency in the services provided or rendered by them under the agreements executed with the Facility Manager/s and/or the Utility Manager/s in this regard or even otherwise with respect to the services and/or utilities provided by them. Further, the Promoter shall not be liable for any warranty or guarantee offered by such the Facility Manager/s and the Utility Manager/s providers for any Services and Utilities, and it will be strictly between the Allottee/s and such Facility Manager/s and/or the Utility Manager/s.
9	9.3 The Allottee/s shall, before delivery of possession of the said Apartment in accordance with this Clause, pay to the Promoter such amounts as mentioned in the Part A and the Part B of the Eighth Schedule. The amounts mentioned in the Part A of the Eighth Schedule shall not be accountable by the Promoter. The amounts mentioned in the Part B of the Eighth Schedule shall be accounted only to the Society / the Societies of the allottees / the purchasers of the premises in the Real Estate Project/Whole Project and not to the Allottee/s individually and shall not carry any interest. The interest if any on such amounts shall solely be the entitlement of the Promoter. The Other Charges are tentative and are liable to be revised by the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the Part A and the Part B of the Eighth Schedule, to the bank account of the Promoters, as detailed in the Eighth Schedule hereunder written or as may be prescribed by the Promoters. The Allottee/s shall bear and pay (or reimburse to the Promoter), the GST (and other taxes/levies) as may be chargeable on all or any of the amounts comprised in the Other Charges payable by the Allottee/s in accordance with this Agreement. 9.4 (ii) The Promoter shall be entitled though not obliged to inspect all fit-out works /renovation works carried out by the Allottee/s. In the event the Promoter finds that the nature of fit-out /renovation works being executed by the Allottee/s is harmful

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	to the said Apartment or to the adjoining premises or to the Real Estate Project or any part thereof and/or is not in accordance with the Fit Out Guidelines and/or is in breach of the terms and conditions of the development approvals/this Agreement, the Promoter can require the Allottee/s to stop such fit out/renovation works and the Allottee/s shall stop such fit out/renovation works at once, without raising any dispute and restore the said Apartment to its original condition at the Allottee/s costs and expenses. (iii) The Allottee/s shall on completion of the fit out/renovation works in the said Apartment, submit to the Promoter without delay, a completion letter stating therein that the fit out/renovation works in the said Apartment have been carried out in accordance with the plans/drawings submitted to the Promoter/Society (and approved) and the Promoter's/Society's NOC as aforesaid. (iv) Neither the Allottee/s nor his architects/contractors/interior designers, while carrying out fit out/renovation works in the said Apartment, shall carry out any additions or alterations which may be detrimental or likely to cause damage or weakening of the said Apartment / exterior walls / adjoining premises / RCC structure / columns / beams / New Building. In particular, the RCC structures/walls should not be punctured, altered, shifted or damaged under any circumstances. Without prejudice to the rights of the Promoters herein, nothing contained in this Clause 9.4 shall hold the Promoters liable towards the acts of the Allottee/s, for the carrying out the fit-out works; and it shall be the sole liability and responsibility of the Allottee/s towards the fit-out works to be carried out as per the Fit-Out Guidelines.
10	10.4 Provided further that the Allottee/s shall not carry out any additions or alterations of whatsoever nature in the said Apartment and in specific the structure of the said Apartment/the Real Estate Project which shall include but not limited to columns, beams, walls, railings etc., in particular. The Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet and kitchen and shall not cover the duct area. If any addition or alteration whatsoever is carried out without the prior written consent of the Promoter, the defect liability shall automatically become void. The word "defect" here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Apartment/Real Estate Project by the Allottee/s. It is further agreed between the Parties that: (i) before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who



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	shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the said Apartment/ New Building and in the workmanship executed taking into consideration of the clauses of this Agreement. (ii) it shall be the responsibility of the Allottee/s to maintain the said Apartment and New Building in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Apartment are regularly filled with white cement/epoxy to prevent water seepage. (iii) where the manufacturer's warranty on any product/amenity provided in the said Apartment / Real Estate Project or said Car Parking Space ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/ Real Estate Project, the Promoter shall not be liable for the defects therein. The Allottee/s or the Society / Societies of the premises purchasers shall ensure that annual maintenance contracts are done/renewed from time to time. (iv) the Real Estate Project as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Premises and Real Estate Project wherever applicable. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoter, and (v) the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the said Apartment including minor cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
11	11.7 Post the offering to hand over the management and maintenance of the Real Estate Project to the Society / the Societies by the Promoter, the Society / the Societies



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shall be responsible for the operation and management and/or supervision of the portions of the Real Estate Project for which it is / they are formed, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. The Allottee/s shall not be entitled to dissolve the Society / the Societies formed by the Promoter with a view to form a separate society / societies for the operation and management and/or supervision of the Real Estate Project or part thereof.

11.8 After the handover of the management and maintenance of the Real Estate Project to the Society / the Societies, the Promoter / the Society / the Societies in their discretion may maintain separate accounts maintained towards the monthly maintenance, and outgoings etc., for the Real Estate Project and the Whole Project.

11.9 The Promoter shall be entitled to use and consume the entire development potential of the said Land or part thereof even after formation of the Society / the Societies and the Society / the Societies and/or the Allottee/s shall have no objection against the same.

11.10 Post hand over the management and maintenance of the Society / the Societies, as the case may be, the Promoter shall continue to be entitled to unsold premises in the Real Estate Project and to undertake the marketing etc., in respect of such unsold premises in the Real Estate Project. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society / the Societies, as the case may be, for the sale/allotment or transfer of the unsold premises in the Real Estate Project.

11.12 Upon 51% of allottees of premises/units in the other real estate projects to be developed on the Larger Land having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in that particular real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Other Societies"). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the Larger Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.



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12	12.3 The Promoter has informed the Allottee/s that there may be common access road, streetlights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with other purchasers/allottees of premises/units/apartments in the Real Estate Project and Whole Project, shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of premises/units/apartments in the Whole Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottees of premises in the Whole Project shall object to the Promoter laying through or under or over the said Larger Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/wings which are to be developed and constructed on any portion of the Larger Land or any other land / property to be developed / redeveloped by the Promoters. 12.4 The Allottee/s is aware that the utility meters such as electric and gas meter will initially be in the Promoters' name, and it will be the Allottee/s's responsibility to get the same changed to his name in the records of the utility companies. Notwithstanding the meters standing in the name of the Promoter, it will be the responsibility of the Allottee/s to make payment of all utility charges from the expiration of the Possession Notice. In the event of disconnection of any utility meter due to any payment default of the Allottee/s, then the Allottee/s shall be solely responsible to obtain the reconnection, at his own costs and expenses. 12.5 The Promoter shall execute and register similar conveyances to the Other Societies with respect to their respective real estate project.
14	14.3 The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land including any common areas facilities and



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	amenities and the Promoter shall not be responsible for the same.
17	17.1 (xviii) The Allottee/s agrees and covenants that the Allottee/s shall not load in the said Apartment, either by way of fit-out or construction or in any other manner whatsoever, anything more than as may be specified by the Promoter from time to time. Prior to undertaking any interior or fit-out, the Allottee/s shall submit the drawings with the Promoter and shall disclose the nature of work to be carried out in the said Apartment and shall obtain specific written approvals of the Promoter to that effect. The Promoter shall have discretion to allow or reject any such request or part thereof. The Allottee/s shall incorporate any suggestions of the Promoter in the proposed fit out plan, if required. The Allottee/s shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out/ interior work at his/her/its/their costs and expenses. The Allottee/s confirms that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s at any time, whatsoever. (xxiii) Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoter and concerned authorities. (xxiv) The Promoter is entitled to deal with and / or dispose of (including to develop) the balance portion of the Larger Land in the manner the Promoter deems fit without any reference or recourse to the Allottee/s and / or any other allottee in the Real Estate Project. The Allottee/s and / or any other allottee in the Real Estate Project shall not be entitled to make any claim and / or shall not cause any interference in the development of the balance portion of the Larger Land. (xxv) The Allottee/s further agrees and confirms not to raise any objection whatsoever, if the Promoter restricts the Allottee/s for site visit/ inspection of their apartment, before obtaining the Occupation Certificate for the said Apartment. (xxvi) The Allottee/s hereby confirm and acknowledge that the Allottee/s shall install or place the ODU for the said Apartment in the space allocated by the Promoter, and the Allottee/s shall not shift/install/place the ODU in any other place whatsoever. (xxvii) The Allottee/s is aware that the main water/drainage pipes of the New Building may pass through certain areas within the said Apartment. The Allottee/s agree/s that he shall not undertake any civil works/fit-out works in such areas within the said Apartment, and/or permanently cover/conceal such areas within the said Apartment, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes. (xxviii) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Apartment / the Real



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Estate Project in any manner whatsoever without prior written consent of the Promoter and without obtaining necessary approvals from the concerned authorities.

(xxix) To abide, observe and perform all the rules and regulations formulated by the Promoter and the rules, regulations and bye-laws which the Society / the Societies may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the said Apartment therein. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society / the Societies / Promoter regarding the occupation and use of the said Apartment in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance and outgoings.

(xxx) Not to violate and to abide by all rules and regulations framed by the Promoter and / or by the Society / the Societies (post handing over management of the Real Estate Project), for the purpose of maintenance, management and up-keep of the Real Estate Project, the common areas and facilities, as the case may be, and in connection with any interior / civil works that the Allottee/s may carry out in the said Apartment.

(xxxi) The Allottee/s agrees not to do, omit to do or cause to be done any act, deed, matter or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Real Estate Project or the Promoter or its representatives. In the event the Allottee/s does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s.

(xxxii) The Allottee/s shall never in any manner enclose any flower beds, ducts, planters, ledges, pocket terrace/s, deck areas, ornamental projects, dry yards, service yards and any other areas in the Real Estate Project. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Apartment or any part thereof and keep the same unenclosed at all times.

(xxxiii) The Allottee/s shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Apartment, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the said Land.

(xxxiv) The Promoter shall have the right to demolish any such addition or alteration or enclosing of the open areas carried by the Allottee/s without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Apartment to its original state.



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	(xxxv) The Allottee/s shall not do either by himself / herself / themselves / itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations to common areas and amenities and facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project. (xxxvi) The Allottee/s shall not park at any other place and shall park his/her car in the said Car Parking Space allocated to the Allottee/s and shall not park his/her car at any other place. (xxxvii) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Apartment on a daily basis. (xxxviii) The Allottee/s has been appraised of the terms and conditions of the deeds, documents, approvals, permissions, no objections, etc., referred to in this Agreement and the same shall be fully binding on the Allottee/s. (xxxix) The Promoter shall have option to offer possession of the said Apartment even prior to completion of the Real Estate Project Amenities hence all or any of the Real Estate Project Amenities may not be ready and operational at the time of handing over the possession of the said Apartment to the Allottee. The Allottee/s agrees to take possession of the said Apartment in terms of Possession Notice. The Allottee/s acknowledges that the Real Estate Project Amenities shall be operational and would be handed over to the Society / the Societies only after completion of the Real Estate Project in full and receipt of occupation certificate in respect thereof. The Promoter reserve their rights to add, alter, delete, upgrade, modify, relocate, reduce or enhance the common amenities including the Real Estate Project Amenities. The Allottee/s agrees for the same and shall not raise any dispute or claim at any time.
18	NOMINEE The Allottee/s hereby nominates the persons as set out in the Sixth Schedule ("the said Nominee") as his / her / their / its nominee in respect of the said Apartment. On the death of Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Apartment. The heirs and legal representatives of the Allottee/s



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	shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on probate / letter of administration and/or such other documents as the Promoter may deem fit, from such nominee. The said Nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoters.
19	ALLOTTEE/S LOAN AND MORTGAGE: 19.1 The Allottee/s shall be entitled to avail housing loan from a bank/financial institution and to mortgage the said Apartment by way of security for repayment of the housing loan availed from such bank/financial institution with the prior written consent of the Promoter. The Promoter will grant their no objection to the Allottee/s availing of such loan from the bank/financial institutions and mortgaging the said Apartment with such bank/financial institutions, provided however, the Promoter shall not incur any liability / obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such bank/financial institutions in respect of the said Apartment of the Allottee/s shall not in any manner jeopardize the Promoters' right to receive full consideration and other charges and such mortgage in favour of such bank/financial institutions shall be subject to Promoters' first lien and charge on the said Apartment in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the bank/financial institutions advising the bank/financial institutions to make payment of the loan amount against the mortgage of the said Apartment directly to the Promoter as per the schedule of payment of the Sale Consideration or as may be requested by the Promoter from time to time. 19.2 It is hereby further agreed by the Allottee/s that in the event if such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter, then the Allottee/s agree/s and undertake/s to pay such amounts to the Promoter, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoter shall be entitled to exercise its rights and entitlements under this Agreement. The Allottee/s further agree/s and confirm/s that in the event the Allottee/s enter/s into any loan/financing arrangement with any bank/financial institution, the Allottee/s shall give his/her/their/its approval to such bank/financial institution to make/release the payments, from the sanctioned loan,

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	towards the Sale Consideration directly to the bank account of the Promoter, based on the payment Instalments as set out herein, upon issuance of the demand letter/notice from the Promoter addressed to the Allottee/s and to the bank/financial institution, under intimation to the Allottee/s.
20	The Allottee/s hereby represents and warrants to the Promoters that: 20.1 he / she / they / it is / are not prohibited from purchasing the said Apartment under any applicable law or otherwise. 20.2 he / she / they / it has / have not been declared and / or adjudged to be an insolvent, bankrupt etc., and / or ordered to be wound up or dissolved, as the case may be. 20.3 no receiver and / or liquidator and / or official assignee and / or bankruptcy trustee or any person is appointed in the case of the Allottee/s in respect of all or any of his / her / their / its assets and / or properties. 20.4 none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any law, rule, regulation or statute etc. 20.5 no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its involvement in any money laundering or any illegal activity and / or is not declared to be a proclaimed offender and / or no warrant is issued against him / her / them. 20.6 no execution or other similar process is issued and / or levied against him / her / them and / or against any of his / her / their / its assets and properties. 20.7 he / she / they has / have not compounded payment with his / her / their / its creditors. 20.8 he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence. 20.9 he / she / it / they is / are not an undesirable element and will not cause nuisance and / or hindrances in the completion of the project and / or anytime thereafter and will not default in making payment of the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable by the Allottee/s in terms of this Agreement. 20.10 He/she/it has not indulged into any activity or offence relating money laundering and/or any other acts of crime and no notice has been



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	received by or proceedings initiated against the Allottee/s under the provisions of the existing law. 20.11 He/she/it has duly examined and satisfied themselves with respect to _____. 20.12 The Allottee/s is/are in a good financial position to pay the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable under this Agreement without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards all payments due and payable from time to time. and 20.13 The Allottee/s hereby confirm/s that it/he/she/they has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advice from their advocates/ counsels and that the terms and conditions mentioned herein are not arbitrary or one sided. The representations and warranties stated in this Clause 18 are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties. The Promoter shall be entitled to terminate this Agreement in the event of breach of any of the provisions of this Agreement including <i>inter alia</i> the provisions of this Clause 18.
21	PROMOTERS' MORTGAGE: 21.1 The Allottee/s agrees that the Promoter shall be entitled to raise construction finance, project finance or any other finance or loan against the said Property or / units / premises proposed to be constructed in the Real Estate Project, Whole Project, underwriting by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any Bank/ financial institution/ Non-Banking Financial Institution (lenders) and without having to seek any consent from Allottee/s in any manner whatsoever, written or otherwise. 21.2 The Mortgage Details (if any) are more particularly mentioned in the Sixth Schedule hereunder written. The Promoter shall (as maybe applicable) obtain the NOC from the Mortgagee Bank/Financial Institution (defined hereunder) for sale of the said Apartment, as per details more particularly mentioned in the Sixth Schedule hereunder written
22	MISCELLANEOUS 22.1 It is abundantly made clear to the Allottee/s who is or may become a non-resident/ foreign national of Indian Origin during the subsistence of this Agreement, that

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	in respect of all remittances, acquisitions/transfer of the said Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the 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 from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever. 22.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Land and/or of the New Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said 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 New Building is transferred to the Society/the Societies or other body and until the New Buildings on Phase 1 is transferred to the Society/the Societies as hereinbefore mentioned. 22.4 The Allottee/s shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto and including the costs of enforcing this indemnity) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his obligations under this Agreement and/or terms and conditions of various approvals and permissions obtained by Promoter in respect of the Real Estate Project; and (c) due to representations, covenants and warranties of the Allottee/s being false or untrue.
24	24.2 All brochures/leaflets/pamphlets/ads/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and

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	imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Real Estate Project or the said Apartment would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.
36	INTERPRETATION: 36.1 In this Agreement where the context admits: (i) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced; (ii) any reference to the singular shall include the plural and vice-versa; (iii) any references to the masculine, the feminine and the neuter shall include each other; (iv) any references to a "company" shall include a body corporate; (v) the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed; (vi) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears; (vii) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time; (viii) the expression "the Clause" or "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs; (ix) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the

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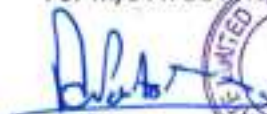
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	contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause; (x) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day; (xi) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words; (xii) references to a person (or to a word importing a person) shall be construed so as to include: (a) an individual, partnership firm, limited liability partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity); (b) that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; (c) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives; (d) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words; and (e) Any reference to "writing" excludes text messaging via mobile phone or communication over any other form of social media.																				
THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO	THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO (Schedule of the payment of the Sale Consideration) <table border="1"> <tr> <td>Booking amount</td><td>9%</td></tr> <tr> <td>Payable within 21 days of Booking</td><td>9%</td></tr> <tr> <td>On completion of 1st Basement Slab</td><td>2%</td></tr> <tr> <td>On completion of 2nd Basement Slab</td><td>2%</td></tr> <tr> <td>On completion of 2nd Podium slab</td><td>2%</td></tr> <tr> <td>On completion of 4th Podium slab</td><td>2%</td></tr> <tr> <td>On completion of 6th Podium slab</td><td>2%</td></tr> <tr> <td>On completion of 8th Slab</td><td>2%</td></tr> <tr> <td>On completion of 10th slab</td><td>4%</td></tr> <tr> <td>On completion of 13th Slab</td><td>4%</td></tr> </table>	Booking amount	9%	Payable within 21 days of Booking	9%	On completion of 1 st Basement Slab	2%	On completion of 2 nd Basement Slab	2%	On completion of 2 nd Podium slab	2%	On completion of 4 th Podium slab	2%	On completion of 6 th Podium slab	2%	On completion of 8 th Slab	2%	On completion of 10 th slab	4%	On completion of 13 th Slab	4%
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On completion of 10 th slab	4%																				
On completion of 13 th Slab	4%																				

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	On completion of 16 th slab	4%
	On completion of 19 th slab	4%
	On completion of 22 nd slab	4%
	On completion of 25 th Slab	4%
	On completion of 28 th slab	4%
	On completion of 31 st Slab	4%
	On completion of 34 th slab	4%
	On completion of 37 th slab	4%
	On completion of 40 th Slab	4%
	On completion of 43 rd slab	4%
	On completion of 46 th Slab	4%
	On completion of 48 th Slab (terrace)	4%
	On completion the brickwork	4%
	On completion of plaster	4%
	On completion of the tilling/flooring	3%
	On Intimation of Possession	3%

For M/S ATUL PROJECTS INDIA PVT LTD




Director

ATUL PROJECTS INDIA PRIVATE LIMITED

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