

ALLOTMENT LETTER

DATE:

To,
SHRI./SMT._____,
_____.

Dear Sir / Madam,

- 1) We are the Promoters of the Residential Complex ["Whole Project"] known as **"ATRIA GRANDE"** consisting of seven Buildings "A", "B", "C", "D", "E", "F" and "G" under construction by us on all that piece and parcel of land or ground admeasuring 26063.84 sq.mtrs being a portion out of the contiguous block of land admeasuring Hectares 03=19.73 Ares formed of portions admeasuring Hectares 00=47 Ares and Hectares 02=49.73 Ares out of lands admeasuring Hectares 02=63 Ares and Hectares 05=48 Ares bearing Hissa Nos.1/1 and 2/1 respectively of Survey No.2 and of land admeasuring Hectares 00=23 Ares bearing Survey No.6 Hissa No.3/4 all situate, lying and being at Village Autade Handewadi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Village Autade Handewadi. Buildings "A", "B" and "G" of the said Whole Project constitute Project "A" thereof. We have applied for and received Registration (bearing No._____ dated _____) for the said Project "A" from the Maharashtra Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016.
- 2) Pursuant to discussions by and between Ourselves and Yourself, we have provisionally agreed to allot to you the Residential Flat bearing No._____ admeasuring _____ sq.mtrs carpet area to be situate on the _____ floor of Building "_____" of the said Project "A" as part of the said Whole Project known as "ATRIA GRANDE" theretounder construction by us on the said Land at or for the consideration of Rs._____/ - (Rupees _____ Only) which amount is exclusive of Stamp Duty and Registration Charges.

- 3) The said Flat and the Building in which the same is housed shall be constructed as per the specifications and shall be provided with the Amenities which are set out in **Annexure "A"** hereto annexed.
- 4) The agreed consideration amount to be paid by you to us are set out in **Annexure "B"** hereto annexed.
- 5) The sale of the said Flat with its appurtenances by us to you will be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations framed thereunder and the sale of the said Flat shall also be subject to and on the terms of the proforma Agreement for Sale being employed by us for sale of Flats in the said Project "A". Such proforma Agreement for Sale has been uploaded by us on our Profile Page in the Website of the Maharashtra Real Estate Regulatory Authority .
- 6) You shall take steps for having the Agreement for Sale in respect of the said Flat proposed to be executed by us in your favour duly franked with the proper Stamp Duty payable in respect thereof and join us in the execution and registration of an Agreement for Sale in respect of the said Flat and its appurtenances within a period of ____ days of the date of issuance of this Provisional Allotment Letter by us in your favour failing which such Provisional allotment of the said Flat in your favour shall stand cancelled and you shall have no claim or grievance against us.
- 7) Kindly sign a copy of this Letter and return the same to us in token of your having confirmed the contents hereof.

Yours Sincerely,

M/S.ATRIA CONSTRUCTIONS

PARTNER

ANNEXURE "A"

(AMENITIES & SPECIFICATIONS OF THE SAID UNIT)

PROJECT SPECIFICATIONS

- Earthquake resistant RCC framed structure

WALL FINISH

- External Walls Sand faced double coat plaster
- Internal Plaster Gypsum punning on single coat sand face

BRICKWORK

- 6"/4" Locally casted fly ash bricks

FLOORING

- Living/Dining Vitrified flooring
- Master Bedroom Vitrified Flooring
- Other Bedroom Vitrified Flooring
- Balconies Anti-skid ceramic/vitrified tiles
- Utility Area Anti-skid ceramic/vitrified tiles
- Toilets Anti-skid ceramic/vitrified tiles
- Kitchen Vitrified tiles/ Glazed tiles

DOORS / WINDOWS

- Main Entrance Door Laminated flush door
- Other Doors Laminated doors for toilets
- Window Aluminum powder coated windows

KITCHEN

- 6 feet Granite counter top with SS sink
- Wall cladding with glazed / vitrified tiles 2 ft above counter

ELECTRIFICATION

- Modular switches of Anchor / Roma or equivalent
- Tube light in all the rooms except bathrooms and toilets
- Cable TV & Telephone points in living room
- LED lights in common passage
- Generator Backup for passages, common area and lifts

TOILETS

- Sanitaryware Parryware/ Jaquar/ CERA or equivalent fittings
- CP Fittings Jaquar /CERA or equivalent fittings
- Wall Cladding Glazed ceramic / vitrified tiles

ANNEXURE "B"

SR NO	STAGE	% OF TOTAL PRICE	Amount
1	On or before execution hereof	15%	
2	On or before completion of Plinth	10%	
3	On or before completion of First Slab	10%	
4	On or before completion of Forth Slab	10%	
5	On or before completion of Sixth Slab	10%	
6	On or before completion of Eight Slab	10%	
7	On or before completion of Tenth Slab	10%	
8	On or before completion of Brick and Masonry Work	10%	
9	On or before completion of Flooring	10%	
10	On or before Possession	5%	
	TOTAL	100%	

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ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Pune this ____ day of _____ in the Christian Year Two Thousand and _____ BETWEEN M/S.ATRIA CONSTRUCTIONS, [PAN NO.AASFA5976B], a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its Registered Office at 440/441, Nana Peth, PGI Building, Pune 411002, by the hand of one of its Partners, SHRI.DHANANJAY NIVRUTTI THITE / SHRI.ANIL RAMALINGA REDDY, hereinafter referred to as "the Promoters" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm the survivor or survivors of them and the heirs, executors, administrators and assigns of such last survivor or his/her or their assigns] of the First Part AND **(I)** (i) SHRI.SONBA RAOJI HANDE, (ii) SOU.KRISHNABAI SONBA HANDE, (iii) SHRI.BALASAHEB SONBA HANDE & (iv) SOU.RAGINI BALASAHEB HANDE, **(II)** (i) SHRI.SAMPAT SONBA HANDE & (ii) SOU.SUREKHA SAMPAT HANDE, **(III)** SHRI.SHRICHAND LACHHMANDAS BHATIJA and **(IV)** SHRI.DILIP BHASKARRAO SHINDE, all Indian Adult Inhabitants Nos.(I)(i) to (iv) and (II)(i) and (ii) residing at Village Autade Handewadi, Taluka Haveli, District Pune, No.(III) residing at 219/A, Shivaji Nagar, Pune 411005 and No.(IV) residing at E-501, Landmark Garden Society, Kalyani Nagar, Pune 411006, hereinafter referred to collectively as "the Confirming Parties" and individually as "Nos.(I)(i), (I)(ii), (I)(iii), (I)(iv), (II)(i), (II)(ii), (III) and (IV) of the Confirming Parties" respectively, by the hands of their duly constituted attorneys, SHRI.DHANANJAY NIVRUTTI THITE and SHRI.ANIL RAMALINGA REDDY, [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators], of the Second Part AND

1) **MR.** _____ (PAN No. : _____)

Age : _____ **Years**, Occupation : _____,

2)MR. _____ (PAN No. :_____)

Age : _____ **Years**, Occupation : _____,

Residence At : _____
_____.

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

WHEREAS the Promoters herein are the holders of all those pieces and parcels of land or ground admeasuring Hectares 00=47 Ares and Hectares 02=19.67 Ares being portions out of lands admeasuring Hectares 02=63 Ares and Hectares 05=48 Ares bearing Hissa Nos.1/1 and 2/1 respectively of Survey No.2 situate, lying and being at Village Autade Handewadi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Village Autade Handewadi; the said portions admeasuring Hectares 00=47 Ares and Hectares 02=19.67 Ares out of lands bearing Hissa Nos.1/1 and 2/1 respectively of Survey No.2, Autade Handewadi, Taluka Haveli, District Pune held by the Promoters herein are hereinafter referred to jointly as "the said First Land";

WHEREAS Nos.(I)(i), (I)(ii), (I)(iii), (I)(iv), Nos.(II)(i) & (II)(ii) and No.(III) of the Confirming Parties herein are the holders of all those pieces and parcels of land or ground admeasuring Hectares 00=17 Ares, Hectares 00=10.33 Ares and Hectares 00=02.73 Ares respectively being portions out of land admeasuring Hectares 05=48 Ares bearing Survey No.2 Hissa No.2/1 situate, lying and being at Village Autade Handewadi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Village Autade Handewadi; the said portions admeasuring Hectares 00=17 Ares, Hectares 00=10.33 Ares and Hectares 00=02.73 Ares out of the said land bearing Survey No.2 Hissa No.2/1, Autade

Handewadi, Taluka Haveli, District Pune held by Nos.(I)(i), (I)(ii), (I)(iii), (I)(iv), Nos.(II)(i) & (II)(ii) and No.(III) of the Confirming Parties herein respectively are hereinafter referred to collectively as "the said Second Land";

WHEREAS Nos.(III) and (IV) of the Confirming Parties herein are the holders of all that piece and parcel of land or ground admeasuring Hectares 00=23 Ares bearing Survey No.6 Hissa No.3/4 situate, lying and being at Village Autade Handewadi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Village Autade Handewadi; the said land bearing Survey No.6 Hissa No.3/4, Autade Handewadi, Taluka Haveli, District Pune held by Nos.(III) and (IV) of the Confirming Parties herein is hereinafter referred to as "the said Third Land";

AND WHEREAS vide an Agreement for Development dated 06.06.2011 (duly registered under Serial No.4509 of 2011 with the Sub-Registrar, Haveli XII, Pune) made by and between Nos.(I)(i), (I)(ii), (I)(iii)& (I)(iv) and Nos.(II)(i) & (II)(ii) of the Confirming Parties herein of the One Part and the Promoters herein of the Other Part, Nos.(I)(i), (I)(ii), (I)(iii)& (I)(iv) and Nos.(II)(i) & (II)(ii) of the Confirming Parties herein granted rights of development [after Nos.(I)(i), (I)(ii), (I)(iii)& (I)(iv) and Nos.(II)(i) & (II)(ii) of their respective holdings admeasuring Hectares 00=17 Ares, Hectares 00=10.33 Ares out of the said Second Land to/in favour of the Promoters herein at or for the consideration and on the terms and conditions therein contained;

AND WHEREAS vide an Agreement for Development dated 23.11.2011 (duly registered under Serial No.11188 of 2011 with the Sub-Registrar, Haveli XVIII, Pune) made by and between Nos.(III) & (IV) of the Confirming Parties herein of the One Part and the Promoters herein on the Other Part, No.(III) of the Confirming Parties herein granted rights of development of his holding admeasuring Hectares 23=02.73 Ares out of the said Second Land and Nos.(III) and (IV) of the Confirming Parties herein granted rights of development of the said Third Land to/in favour of the

Promoters herein at or for the consideration and on the terms and conditions therein contained;

AND WHEREAS the said First Land, Second Land and the said Third Land form a contiguous block admeasuring Hectares 03=19.73 Ares and which contiguous block admeasuring Hectares 03=19.73 Ares is hereinafter referred to as "the said Larger Land";

AND WHEREAS the Office of the Collector, District Pune has permitted conversion of user of a portion admeasuring 30663.34 sq.mtrs. out of the said Larger Land to "Non-Agricultural" and sanctioned the building layout and building plans in respect thereof vide its Order dated 26.08.2011 bearing No.PMH/ NA/ SR/390/2011 and whereas sanction for the revised building layout was given by the Office of the Collector, District Pune vide its Order dated 12.11.2014 bearing No.PMH/ NA/ SR/442/2014;

AND WHEREAS vide the above recited Order dated 12.11.2014, the Office of the Collector of Pune also sanctioned the building layout/building plans in respect of the construction to be carried out on the said Land and whereas while sanctioning the said Building Layout and Building Plans the Office of the Collector of Pune has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Project and upon due observance and performance of which only the Completion Certificate in respect of the said Project shall be granted by the said Office;;

AND WHEREAS under the said sanctioned layout in respect of the said Larger Land, the same is laid out in a portion admeasuring 31973 sq. mtrs earmarked for construction of seven multi-storied Buildings containing Residential Flats, an Amenity Space and Area under Internal/Regional Plan Road and whereas the said portion admeasuring 26063.84 sq.mtrs. out of the said Larger Land whereon the said buildings containing residential flats are to be constructed is more particularly

described in the **First Schedule hereunder written** and hereinafter referred to as "the said Land";

AND WHEREAS the Promoters propose to construct a Residential Complex (to be known as "**ATRIA GRANDE**") consisting of seven Buildings ["A", "B", "C", "D", "E", "F" and "G"] containing Residential Flats on the said Land and which said Residential Complex is hereinafter referred to as the "said Whole Project";

AND WHEREAS the Promoter has applied on _____to the Maharashtra Real Estate Regulatory Authority and obtained the Registration bearing No _____dated _____ of the said Project under the provisions of Section 3 of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the Promoter has received all the approvals from the concerned authorities for implementation of the said Project and the Promoter shall take all steps and do all acts, matters or things necessary for obtaining Completion Certificate in respect of the said Project after the physical completion thereof; ;

AND WHEREAS, in the circumstances, the Promoter is entitled to develop the said Project and sell the Flats in the said Project and to enter into Agreement for Sale with Flat Purchaser/s and to receive the sale consideration in respect thereof;

AND WHEREAS the Promoters have entered into a standard Agreement with SALVI ARCHITECTS (HINGMIRE AND ASSOCIATES), ARCHITECTS who are registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects and the Promoters have appointed G. A. BHILARE CONSULTANTS PRIVATE LIMITED for the preparation of the structural design and drawings of the said Buildings and the Promoters accepts the professional supervision of the said Architects and the said Structural Engineer till the completion of the said Whole Project provided, however, that the Promoters reserve the right to

change the said Architect and Structural Engineers at any time before the completion of the Project;

AND WHEREAS the said Buildings "A", "B" and "G" out of the said sanctioned Layout in respect of the said Land together with the Infrastructural Facilities and Utilities necessary to make the said Buildings and the Flats therein habitable is hereinafter referred to as "the said Project A" (of the said Whole Project known as "ATRIA GRANDE") while construction of all the said Buildings and development of the said Land is hereinafter referred to as "the said Whole Project"; the said Buildings "A", "B" and "G" comprising Project "A" consist of a Stilt (Parking) Floor and eleven upper floors containing 86 Flats each;

AND WHEREAS the Purchaser/s has/have agreed to purchase the residential Flat admeasuring _____ sq. mtrs carpet area bearing No. _____ to be situate on the _____ floor of Building "_____" in the said Project under construction by the Promoter on the said Land TOGETHER WITH the exclusive right of user of the Open Terrace at eye-level appurtenant thereto (the said residential Flat along with attached Terrace is hereinafter referred to for the sake of convenience and brevity as "the said Unit") on the terms and conditions set out hereinafter and whereas the said Building "_____" in which the Unit is housed is hereinafter referred to as "the said Building" and whereas the said Unit is more particularly described in the Second Schedule hereunder written;

AND WHEREAS the said Unit so agreed to be purchased by the Allottee/s does not form part of the "Owners Premises", i.e. the Premises to be constructed by the Promoters and allotted to the Confirming Parties under the terms of the above recited Agreements;

AND WHEREAS the Purchaser/s has / have demanded from the Promoter and the Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said Land, the plans, designs and specifications in respect of the said Project and the Flat hereby agreed to be sold and of such other documents as are

specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

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

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

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

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

Annexure "A" - Copy of the Certificate of Title of the Promoter to the said Land issued by the Advocate of the Promoter.

Annexure "B" - Copy of the Extract of Village Form VII/XII in respect of the said Lands bearing Survey Nos.2/1/1, 2/2/1 and 6/3/4, Autade Handewadi

Annexure "C" – Copy of the Registration Certificate issued by Real Estate Regulatory Authority under Section 3 of the said Act.

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

Annexure "E" - Copy of the Sanctioned Layout of the said Whole Project.

Annexure "F" - Copy of the "N.A." Order in respect of the said Land.

Annexure "G" – Registration Certificate of the Partnership Firm., M/s Atria Constructions i.e. the Promoter.

Annexure "H" – Copy of the Environmental Clearance Certificate.

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

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

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

1. The Promoter has started with the construction work of the said Project "A" of the said Whole Project to be known as "ATRIA GRANDE" on the said Land more particularly described in the First Schedule hereunder written.

2. The Promoter shall construct the said Project A and the said Unit in accordance with the plans sanctioned by the concerned Authorities and in accordance with the terms and conditions mentioned in this Agreement.
3. The Purchaser/s hereby declare/s that before execution of this Agreement, the Promoter have made full and complete disclosure and the Purchaser/s has/have taken full and free inspection of, inter-alia, the following:
 - a) Nature of the title of the Promoter and the Confirming Parties to the said Land along with the relevant Documents.
 - b) All the plans sanctioned by the concerned Planning Authorities in respect of the said Project proposed to be constructed on the said Land.
 - c) The common Amenities and facilities of the said Whole Project.
 - d) Nature and particulars of fixtures, fittings, and amenities to be provided in the said Unit hereby agreed to be sold.
 - e) The nature of organization of persons to be constituted of all Purchaser/s of Units in the said Project to which title to the said Buildings "A", "B" and "G" is to be passed being a Co-operative Housing Society governed by the provisions of the Maharashtra Co-Operative Societies Act, 1960.
4. The Purchaser/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter, the Purchaser/s, with full knowledge thereof, has/have entered into this Agreement.

5. The Promoter declares that:

- (a) The said Unit and the said Project shall be constructed in accordance with the plans and specifications approved and sanctioned by the concerned Planning Authorities. The said Unit shall be built as per the specifications, which are set out in the Fifth Schedule hereunder written.
- (b) Possession of the said Unit agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Promoter on or before _____ provided that the Purchaser/s shall have made payment of the installments towards the purchase price along with the applicable Taxes and other charges/deposit as mentioned in this Agreement as agreed upon without delay at the times stipulated for payment therefor.
- (c) The carpet area of the said Unit shall be _____ sq. mtrs.. For the purposes of this Clause and this Agreement, "carpet area" shall mean the net usable floor area of the said Unit, excluding the area thereof covered by the external walls, areas under service shafts (if any), exclusive balcony, dry balcony and open terrace area but includes the area covered by the internal partition walls and internal columns of the said Unit. . The carpet area of the said Unit shall be subject to a variation of 3%.
- (d) The Promoter shall, within the time prescribed therefor under the provisions of Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder, take necessary steps for formation of a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 of all the Purchaser/s of units in the said Project.

6. The said Unit hereby agreed to be sold is intended and shall be used for permissible residential purposes only and the Purchaser/s undertake/s that the said Unit shall not be used by the Purchaser/s for any other purpose whatsoever. The Purchaser/s shall not enclose Open Terrace .The said Open Terrace , the enclosed balcony and the dry terrace shall be deemed to be appurtenant to the said Unit.
7. The Purchaser/s hereby accept/s and shall always be deemed to have accepted the title of the Promoter to the said Land and he/she/ they agree/s not to raise any requisition or objection in respect thereof.
8. As mentioned above, the Purchaser/s has/have agreed to purchase / acquire said Unit bearing No. _____on _____floor, in Building "____" in the said Project to be known as "ATRIA GRANDE" at or for the mutually agreed total lumpsum consideration of Rs._____/ - (Rupees_____ Only) including the proportionate price of the Common Amenities and facilities which are more particularly described in the Third Schedule hereunder written.
9. The above price does not include expenses for Stamp Duty, Registration Fees and Charges, and the amounts specified in Clause No.19 hereinbelow. 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 drawn /issued on/in favour of the Promoter according to the Schedule of Payments set out in the Fourth 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 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 Fourth 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 Fourth Schedule hereunder written.

10. The Promoter shall hand over the Possession of the said Unit to the Purchaser/s within the date specified in Clause No 5 (b) above and shall complete the said Project. The Promoter shall complete provisions of the amenities and facilities which are common to the said Whole Project simultaneously with the completion of the last Project out of the said Whole Project.
11. The mutually agreed consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
12. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Purchaser/s, obtain from the concerned local authority Completion Certificate in respect of the said Unit.
13. The Promoter hereby declares that under the sanctioned Building Plans in respect of the said Whole Project known as "ATRIA GRANDE" (includes FAR (FSI) already made available by paying premium) of Floor Space Index has been

sanctioned by the Office of the Collector, Pune vide his Order dated _____ bearing No. _____ out of the said sanctioned FAR (FSI), FAR (FSI) of _____ sq.mtrs. is to be consumed in carrying out construction of the said Project.

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

- i. The Promoter and the Confirming Parties have clear and marketable title with respect to the said Land and has requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the said Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
- iii. That save and except mortgage on the said Land and the construction thereon created in favour of the DCB Bank Limited as security for due repayment of Project Finance availed of by the Promoter for implementation of the said Project, there are no encumbrances upon the said Land or the said Project;
- iv. There is no litigation pending before any Court of law with respect to the said Land;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project and said Land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project and said Land shall be obtained by following due process of law and the Promoter has been

and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project and said Land.

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project and said Land which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance Deed of the said Project the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas and facilities of the said Project to the said Co-operative Housing Society formed of all the Purchasers of Flats in the said Project.
- 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 and said Land to the Competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property)

has been received or served upon the Promoter in respect of the said Project and said Land.

15. The Purchaser/s hereby agree/s to pay all amounts due and payable under this Agreement within 15 days from the date of receipt of intimation by way of E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement and Telephonic Messages on the cell phone number of the Purchaser/s mentioned in this Agreement. It is hereby agreed that the time for payment of all dues under this Agreement by the Purchaser/s to the Promoter is the essence of the contract. It is hereby expressly agreed that if, for any reason whatsoever, the Purchaser/s fail/s or delay/s to make payment of any of the said dues 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 installments, the Promoter shall at his own option, may terminate this Agreement : Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser/s, by E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement and Telephonic Messages on the cellphone number of the Purchaser/s mentioned in this Agreement of the Promoter's intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund without interest to the Purchaser/s the amounts paid by Purchaser, after deducting therefrom a sum of Rs.1,00,000/- (Rupees One Lac Only) [being the agreed quantum of liquidated damages which shall stand forfeited by the Promoter] within a period of thirty

days of such termination. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also Service Tax, Value Added Tax, GST 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. 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.

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

17. As stated above, the Promoter shall give possession of the Unit to the Purchaser/s on or before _____. If the Promoter fails or neglects to give possession of the Unit to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the said Unit with interest (2% + State Bank of India highest Marginal Rate of Interest) from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The said amount and interest shall be charged on the said Unit to the extent of amounts due, but subject to any prior

encumbrances. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of the said Unit is delayed on account of –

- i) War, Civil Commotion or Act of God.
- ii) Any notice, order, rule, notification of Government, Gram Panchyat and/or Municipal or other Public or Competent Authority which prevents the Promoter from carrying out with the work of development and construction on the said Land.
- iii) Any delay on the part of the Office of the Collector Pune, Pune Metropolitan Regional Development Authority (PMRDA), Gram Panchyat or any other Public Body or Authority including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said Land.
- iv) Any additional work in the said Unit undertaken by the Promoter at the instance of the Purchaser/s/s.
- v) Any Delay or default by the Purchaser/s in making payments as per terms and conditions of this Agreement (without prejudice to the right of the Promoter to terminate this agreement under Clause 15 mentioned hereinabove.
- vi) Any other reasons beyond the control of the Promoter.

18. The Promoter shall offer the possession of the Unit to the Purchaser/s in terms of this Agreement in writing within seven days of receiving the Completion

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

19. From the date the Promoter intimates to the Purchaser/s that the said Unit is completed, 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 and Facilities of the said Project and the said Whole Project which are set out in the Sixth Schedule hereunder written. The Purchaser/s/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 formed of the Purchaser/s of Flats / Units in the said Project referred to herein below or such maintenance and management being handed over by the Promoter to the said Co-operative Housing Society formed of all the Purchaser/s of Flats/ Units in the said Project, as the case may be. From the date such management and control of the said Project is handed over to the said Ad-Hoc Committee or Society, as the case may be, the Purchaser/s shall be obliged to make payment

of such contribution to such Ad-Hoc Committee or Society. In the event of the amount so collected for maintenance repair and upkeep of the Common Areas and Facilities of the said Project, 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 Deposits and/or the interest accrued on such Deposits mentioned in this Clause.

20. All incidence of Goods and Services Tax payable in respect of this Agreement shall be borne and paid by the Promoter alone. However, this condition has been agreed upon between the parties hereto based on the present prevailing rates of GST and the present input credits allowed to the Promoter. If at any time hereafter, the rate of GST increases or there is any variation in such input credits entailing additional cost to the Promoter, the agreed sale/ purchase price of the said Unit shall stand increased on a pro-rata basis. The Purchaser/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge and other Taxes as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Promoter to the Purchaser/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Purchaser/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Purchaser/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Purchaser/s hereby agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Purchaser/s of any such taxes, duties etc.

21. If within a period of five years from the date of handing over the said Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural

defect in the Unit in which the said Unit 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 Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The Purchaser/s shall not, without the prior written consent of the Promoter to 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. 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, Sanitary Fittings and C.P. Fittings to 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 the Co-operative Housing Society formed of the purchasers of Flats/ Units in the said Project.

22. Upon all the Unit Purchaser/s co-operating and executing necessary papers, the Promoter herein will form a Co-operative Housing Society. The Purchaser/s of all Units in the said Project, including the Purchaser/s/s herein, shall become

members of such Society. The Purchaser/s shall, within seven days from the Promoter calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the Society and Bye-laws thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchaser/s as may be required by the authorities concerned or as may be desired by the Promoter to protect the rights and interest of the Promoter and the Purchaser/s agree/s to be bound by the said additions and alternations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoter and Purchaser/s of the Units may be affected, prejudiced and endangered in any manner or likely so to be.

23. The Purchaser/s of all of such Units shall be admitted as members of the said Society which shall be formed with the same rights and the same benefits and subject to the same obligations as those of the Purchaser/s herein and other members of such Society without any reservations or conditions. However, it is clarified that before the Purchaser/s herein is/are admitted as Members of any such Society, the Purchaser/s shall have paid/cleared all his/her/their dues under the terms hereof to the Promoter and /or said Society, including amounts by way of contribution towards the Common Expenses and Outgoings of the said Project.

24. The Promoter shall be entitled to entrust the management and control of the said Project to an Ad-Hoc Committee of the 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 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 thereon and liabilities in that behalf shall be that of the Ad hoc

Committee of the Unit Purchaser/s. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad- hoc Committee shall extend only to manage the said Land and the Project standing thereon and the 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 to be a waiver of the rights of the Promoter under this Agreement.

25. The Purchaser/s/s hereby irrevocably consents and authorize/s the Promoter to represent him/her/them 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 buildings to the said Society, represent the Purchaser/s/s and his/her/their interest and give consents, NOC's and do all necessary things in all departments of the Office of the Collector of Pune, PMRDA, Gram Panchayat the Government of Maharashtra, MSEDCL on behalf of the Purchaser/s and whatsoever acts done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s and the same shall be binding on the Purchaser/s.

26. It is hereby clarified that the Promoter herein shall be deemed to be a liaising 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 for any delay or non-performance on the part of any such Municipal, Gram Panchayat and other body or authority or MSEDCL in providing such amenities, services or facilities to the Project on the said Land or to the Unit agreed to be sold hereunder.

27. It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement including the proportionate Stamp Duty, if any, payable on the Deed of Conveyance which shall be executed by the Promoter in favour of the said Society formed of the purchasers of all units in the said Project. The Purchaser/s shall also be liable to bear a pro-rata share of the Stamp Duty and Registration Charges payable on the Deed of Conveyance of the said Land to be executed in favour of the Apex Society to be formed with the Co-operative Housing Societies formed of the holders of Flats in each Project out of the said Whole Project as its Members.

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

- a) To maintain the Unit at the Purchaser/s/s own cost in good tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Unit is situate and the Unit itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the Unit any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the building in which the Unit is situate or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situate including entrances of the said building and in case any damage is caused to the building in which the Unit is situate or the Unit itself

on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- c) To carry out at his/her/their own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building in which the Unit is situate or the Unit itself which may be against the rules and regulations and bye laws of the concerned local authority and/or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to make or cause to be made any addition or alteration of whatsoever nature in or to the Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the said Building in which the Unit is situate and the Purchaser/s shall keep the pipelines, sewers, drains in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the Unit is situate and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. 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.

- g) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or 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) Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae projects outside the said Unit or on any part of the exterior of the said Building or any of the Common Areas thereof, including on the terrace thereof..
- l) The Purchaser/s/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/s has been put in possession of the said Unit and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and

conditions of this Agreement and until the Purchaser/s has procured the prior written permission of the Promoter for any such assignment or transfer.

- m) The Purchaser/s shall observe and perform all the rules and regulations of the Society to be formed of all Purchaser/s of Units in the said Project 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 Gram Panchayat and Office of Collector Pune, PMRDA 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.
- n) Till the transfer of the said Project is executed in favour of the said Co-operative Housing Society to be formed of all the Purchaser/ss in the said Project, the Purchaser/s/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and the building thereon or any part thereof to view and examine the state and condition thereof.

29. The Promoter shall comply with all the requirements of the Office of the Collector, Pune, PMRDA and Gram Panchayat for sanction of water connections of the requisite capacity for the said Project to be constructed on the said Land. However, the Purchaser/s/s herein has been made expressly aware by the Promoter that till such time as such water connections are procured and sufficient water becomes available for the said Project through such water connections, the requirement of water for the said Project shall be met from other sources, including procurement of water from Water Tanker Agencies and that a pro-rata share incurred for such purchase shall be borne and paid by the Purchaser/s/s.

30. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all Open spaces, Parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until said Project is transferred to the Society.
31. After execution of the 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.
32. Notwithstanding anything contained hereinabove, the Promoter shall cause Conveyance of the said Buildings forming part of the said Project to be conveyed in favour of the Co-operative Housing Society to be formed of all the Purchaser/s of Units within a period of three months from the date the Promoter receives the Occupancy Certificate in respect of the said Project, provided that, by that time, the Promoter has realized all its dues from all the purchaser/s of all units in the said Project. Within a period of one year from the date the Promoter completes construction of the last building in "Atria Grande", the Promoter shall convey the said Land and the areas, facilities, and amenities common to the said Whole Project to the Apex Society formed with the Co-operative Societies formed of the Purchasers of flats in each individual Project as its Members.
33. 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 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 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 all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation after deducting a sum of Rs.1,00,000/- (Rupees One Lac Only) towards "Cancellation Charges" therefrom and which amount shall stand forfeited.

34. The Promoter shall be entitled to grant lease or licence of any portion of the said Land to any Government/ Semi-Government, Local or Municipal Body or Authority, Gram Panchyat, PMRDA or to the M.S.E.D.C.L. or to any Private Party or Parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Purchaser/s/s herein shall not be entitled to raise any objection to such grant of lease or licence. Conveyance of the said Land and buildings thereon in favour of the Co-operative Housing Society to be formed of all the Purchaser/ss of Units shall be expressly subject to the rights created under any such Lease or Licence mentioned in this Clause.

35. A portion out of the said Land shall be earmarked for installation of a MSEDCL Transformer/ Sub-Station. Such portion will have to be demised to the MSEDCL for a period of Ninety-Nine years. In the circumstances, conveyance of the said Land in favour of the said Apex Society formed of the Purchasers of Flats/ Units in the said Housing Project shall be expressly subject to such lease of the said portion granted in favour of MSEDCL.

36. The Promoter have named the said Whole Project under construction on the said Land as "ATRIA GRANDE", which may be changed to any other name at the discretion of the Promoter for which the Purchaser/s/s shall not be entitled to raise any objection for such change in the name of the Project.
37. The Purchaser/s/s shall at his/her/their own costs lodge this agreement for Registration with the concerned Sub-Registrar and forthwith inform the Promoter the Serial Number under which the same is lodged to enable the Promoter to admit execution of the same.
38. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s/s nor shall the same in any manner prejudice the rights of the Promoter hereunder.
39. All letters, receipts, and/or notices issued by the Promoter dispatched under R.P.A.D. to the address of the Purchaser/s/s mentioned hereinabove or sent by E-mail or by Telephonic Messages or Private Courier will be sufficient proof of receipt of the same by the Purchaser/s and shall effectually discharge the Promoter. If there is any change in the said address or e-mail identification or Mobile Cell Number of the Purchaser/s, the Purchaser/s/s shall be obliged to intimate in writing of any such change of address to the Promoter, failing which, all letters, receipts and/ or Notices dispatched by the Promoter as aforesaid at the address of the Purchaser/s given hereinabove shall be treated/ deemed to have been received by the Purchaser/s.
40. That in case there are Joint Purchaser/s, all communications shall be sent by the Promoter to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

41. As per the provisions of Environment (Protection) Act 1986, the Promoter have obtained Environmental Clearance for the said Project and will provide the required Infrastructure / Services for the said Project. The Promoter shall maintain the Infrastructure / Services which are provided to the said Project till handing over of the said Project to the Society. However after formation of the Co-operative Housing Society of the Purchaser/s of the Units, the Purchaser/s of all Units in the said Project, including the Purchaser/s/s herein, shall share cost of maintenance and upkeep of the Environmental Infrastructure that is provided by the Promoter to the said Project. Once the Society is formed then Chairman/secretary/Estate Manager will be responsible for the maintenance of all such Infrastructure / Services . The Society shall ensure that all environment equipment are duly operational and maintained & regular monitoring as per provisions of Environmental Clearance for the project is carried out. It is hereby further agreed that the Promoter shall not be held responsible or liable whereby the Society fails to comply with or contravenes any of the provisions/rules/orders issued for the said Project under the Environment (Protection) Act 1986.
42. This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/plot/building, as the case may be.
43. This Agreement may only be amended through written consent of the Parties.
44. The terms and conditions of this Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and the Rules made there under.
45. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit shall equally be applicable to and enforceable against any

subsequent Purchaser/s, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

46.If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

47.The Promoter and Purchaser/s agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

48.Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, then it shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION OF THE SAID LAND)

All that piece and parcel of land or ground admeasuring 26063.84 sq.mtrs being a portion out of the contiguous block of land admeasuring Hectares 03=19.73 Ares formed of portions admeasuring Hectares 00=47 Ares and Hectares 02=49.73 Ares out of lands admeasuring Hectares 02=63 Ares and Hectares 05=48 Ares bearing Hissa Nos.1/1 and 2/1 respectively of Survey No.2 and of land admeasuring Hectares 00=23 Ares bearing Survey No.6 Hissa No.3/4 all situate, lying and being at Village Autade Handewadi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Village Autade Handewadi and which portion admeasuring 26063.84 sq.mtrs out of the said contiguous block of land admeasuring Hectares 03=19.73 Ares is bounded as follows:

On or towards the East : By

On or towards the South : By

On or towards the West : By

On or towards the North : By

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the said Unit)

The Residential Flat admeasuring _____ sq. mtrs carpet area bearing No._____ situate on the _____ floor in "_____" in Building of the said Project as part of the said Whole Project known as "ATRIA GRANDE" under construction on the said Land more particularly described in the First Schedule hereinabove written and which Flat is delineated in red ink on the plan and annexed hereto as **Annexure "D"**.

THE THIRD SCHEDULE

(Description of Common Area and Facilities)

(Description of Restricted Area and Facilities)

THE FOURTH SCHEDULE

(Details Of Payments)

SR NO	STAGE	% OF TOTAL PRICE	Amount
1	On or before execution hereof	15%	
2	On or before completion of Plinth	10%	
3	On or before completion of First Slab	10%	
4	On or before completion of Forth Slab	10%	
5	On or before completion of Sixth Slab	10%	
6	On or before completion of Eight Slab	10%	
7	On or before completion of Tenth Slab	10%	
8	On or before completion of Brick and Masonry Work	10%	
9	On or before completion of Flooring	10%	
10	On or before Possession	5%	
	TOTAL	100%	

THE FIFTH SCHEDULE

SPECIFICATIONS

PROJECT SPECIFICATIONS

- Earthquake resistant RCC framed structure

WALL FINISH

- External Walls Sand faced double coat plaster
- Internal Plaster Gypsum punning on single coat sand face

BRICKWORK

- 6"/4" Locally casted fly ash bricks

FLOORING

- Living/Dining Vitrified flooring
- Master Bedroom Vitrified Flooring
- Other Bedroom Vitrified Flooring
- Balconies Anti-skid ceramic/vitrified tiles
- Utility Area Anti-skid ceramic/vitrified tiles
- Toilets Anti-skid ceramic/vitrified tiles
- Kitchen Vitrified tiles/ Glazed tiles

DOORS / WINDOWS

- Main Entrance Door Laminated flush door
- Other Doors Laminated doors for toilets
- Window Aluminum powder coated windows

KITCHEN

- 6 feet Granite counter top with SS sink
- Wall cladding with glazed / vitrified tiles 2 ft above counter

ELECTRIFICATION

- Modular switches of Anchor / Roma or equivalent
- Tube light in all the rooms except bathrooms and toilets
- Cable TV & Telephone points in living room
- LED lights in common passage
- Generator Backup for passages, common area and lifts

TOILETS

- Sanitaryware Parryware/ Jaquar/ CERA or equivalent fittings
- CP Fittings Jaquar /CERA or equivalent fittings
- Wall Cladding Glazed ceramic / vitrified tiles

THE SIXTH SCHEDULE

(Common Expenses & Outgoings)

1. Towards maintenance and repairs of common areas and facilities.
2. Wages of Watchmen, Sweepers etc.
3. Revenue Assessment and all other taxes, levies, charges and ceases.
5. Electricity and water charges and deposits in respect of common electrical and water pumps and other installations.
6. Expenses of and incidental to the management and maintenance of the said Project wherein the said Unit is housed and of the Whole Project known as **"ATRIA GRANDE"**.
7. A pro-rata share (i.e. in proportion to the carpet area of the said Unit to the aggregate carpet area of all Units in the said Whole Project "ATRIA GRANDE") of all costs, charges and expenses for procurement of water through water tanker and other sources and treatment thereof until such time as the water connections to the said Whole Project become operational and provide sufficient water.

SIGNED & DELIVERED by the)

Within named Promoters)

M/S.ATRIA CONSTRUCTIONS,)

by the hand of one of its Partners,)

SHRI.ANIL RAMALINGA REDDY,)

in the presence of:)

1.

2.

SIGNED & DELIVERED by the)
 Within named Confirming Parties)
(I) (i) SHRI.SONBA RAOJI HANDE,)
 (ii) SOU.KRISHNABAI SONBA HANDE,)
 (iii) SHRI.BALASAHEB SONBA HANDE &)
 (iv) SOU.RAGINI BALASAHEB HANDE,)
(II) (i) SHRI.SAMPAT SONBA HANDE &)
 (ii) SOU.SUREKHA SAMPAT HANDE,)
(III) SHRI.SHRICHAND LACHHMANDAS)
 BHATIJA and **(IV)** SHRI.DILIP BHASKARRAO)
 SHINDE, by the hands of their duly)
 constituted attorneys, SHRI.DHANANJAY)
 NIVRUTTI THITE and SHRI.ANIL RAMALINGA)
 REDDY, in the presence of:)

1.

2.

SIGNED & DELIVERED by the)
 Within named Allottee/s)
 (1) _____)
 (2) _____)
 in the presence of:)

1.

2.