

ARTICLES OF AGREEMENT

Articles of Agreement made atthis.....day of July 2017

BETWEEN

ATRIUM HOMES LLP (PAN No. AAYFA603C),

A Limited Liability Partnership

Incorporated under the provisions of

Limited Liability Partnership Act, 2008,

having its Office at

"Atrium Skyward", Opp. Bishops School,

S. No. 5,6 and 7 Undri, Taluka Haveli Dist Pune.

Through its Authorized Signatory

Shri Santosh Mutha (PAN NO. - -----)

Age:- 47 Occ:- Business

Having Office :- As above.

hereinafter referred as **"PROMOTER / OWNER"** (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 Limited Liability Partnership firm and its successors in interest and assigns) OF THE ONE PART.

AND

Shri / Smt./ M/s----- PAN NO. -----

Age :- Adult Occ:- Service

R/at____

(Hereinafter referred to as the 'ALLOTTEE' which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their/ its heirs, executors, administrators and assignees as the case may be)

WHEREAS

I. The owner/promoter herein is well sufficiently entitled to and otherwise well seized and possessed of the all those pieces and parcels of residential lands/portions, situated at Revenue Village Undri, Taluka Haveli Dist Pune, within the limits of Gram Panchayat Undri, Taluka Haveli District Pune, and the details of such lands/portions are as under

Sr. No.	Survey No (Total Area)	Area in Hectares = Ares
1.	5/1/2 00= 54 Ares out of 00 = 86	00=10.80
		00=10.80
		00=13.50
		00=18.90
		00= 54
2.	5/2/4/2 (00=37)	00=04.30
		00=04.30
		00=05.38
		00=07.52
		00 = 21.50
3.	6/2A/3 (00=07)	00=01.40
		00=01.40
		00=01.75
		00=02.45
4.	6/2A/6	00=04.20

		00=04.20
		00=05.25
		00=07.35
5.	7/5/2/2 (00=20)	00=04
		00=04
		00=05
		00=07
6.	7/5/5 (00=07)	00=01.40
		00=01.40
		00=01.75
		00=02.45
7	7/9B	00 H 25 R
	Total area	1 H 55.50R

and which lands forms a contiguous block admeasuring Hectares 01 = 55.50 Ares and the same is more particularly described in Schedule I hereunder written and the same is hereinafter referred to for the sake of brevity as **“the said Land”**;

II. The owner/promoter acquired right title and interest in the said Land by virtue of the following deeds

S. No./ Hissa No.	Total Area	Document details
5/1/2, 5/2/4/ 2,6/2A /3, 6/2/A/ 6,7/5/ 5,7/5/	1 H 46 R	Deed of Conveyance dated 1/7/2014, registered In the office of sub- registrar Haveli No. IV at Sr.

2/2		No. 6004/2014. ME NO.-9929
7/9B,	00H 25 R	Deed of Conveyance dated 1/7/2014, registered In the office of sub- registrar Haveli No. IV at Sr. No. 6008/2014 ME No. 10352

Accordingly, the name of the owner/promoter herein is duly mutated on the 7/12 extract by virtue of the aforesaid documents and mutation entries as aforesaid, as absolute owner and occupier. (hereinafter referred to as "the project land").

III. Pursuant to application made in that behalf, the Office of the Collector of Pune has permitted conversion of the user of a portion admeasuring 12700 sq.mtrs. (inclusive of an area admeasuring 1426.07 sq.mtrs. falling under road) out of the said Land to "non agricultural" under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966 vide its Order dated 16.02.2015 bearing No. PMH/NA/SR/344/2014 and obtained sanction of a layout consisting of Multi-storied Buildings, Amenity Space, Open Space and internal Road etc. in respect of thereof with a view to implement a Project thereon.

IV. By virtue of the definitive documents, the promoters alone have the sole and exclusive right to sell the units in teh said building/s to be constructed by the owners/promoters on the said project land and to enter into agreement/s with the allottee(s)/s of the units to the receive the sale prices in respect thereof.

- V. The promoter herein is Promoter is in possession of the Project land.
- VI. The Promoter has proposed to construct on the project land total three buildings, called Building No. 'A','B','C' respectively, each building comprising of Parking plus eleven upper floors, and separate amenity building, on sub-divided plot of land.
- VII. The allottee is offered an Apartment bearing number.....on the ____floor (hereinafter referred to as the said "Apartment") in the _____Wing of the building, called "Atrium Skyward" (herein after referred to as the said "Building") being constructed in the said project by the Promoter
- VIII. The Promoter has entered into a standard Agreement with CUBIX Architects who are registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects.
- IX. the Promoter has registered the Project under the Provisions of the Act with the Real Estate Regulatory Authority at _____no _____authenticated copy is attached in Annexure 'F'.
- X. the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the Professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- XI. The Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into agreement/s with the allottee(s)/s of the Apartments to receive the sales consideration in respect thereof;
- XII. On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects CUBIX Architects 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 there under

- XIII. the authenticated copies of Certificate of Title issued by the attorney at Law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the Project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.
- XIV. the authenticated copies of the plans of the Lay out as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.
- XV. the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,
- XVI. the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the Local authority have been annexed and marked as Annexure D.
- XVII. the Promoter has got some of the approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- XVIII. while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and preformed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- XIX. the promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

- XX. the Allottee has applied to the promoter for allotment of an Apartment No.....on.....floor in wing_____situated in the building No.....being constructed in the _____phase of the said Project,
- XXI. the carpet area of the said Apartment is _____square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verhandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- XXII. the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter'
- XXIII. under section 13 of the said Act, the Promoter is required to execute a written agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said agreement under the Registration Act, 1908.
- XXIV. In accordance with the terms and conditions set out in the Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/plot) and the garage/ covered parking (if applicable).

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

1. The Promoter shall construct on the project land total three buildings, called Building No. 'A','B','C' respectively, each building comprising of Parking plus eleven upper floors, and separate amenity building, on sub-divided plot of land.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government Authority or due to change in law.

1.a (i)-The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No.....of the typeof carpet area admeasuringsq. meters onfloor in the building _____/wing (hereinafter referred to as "The Apartment") as shown in the floor plan thereof hereto annexed and marked Annexure C-1 and C-2for the consideration of Rs. including Rs.....being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii)- The allottee hereby agrees to purchase from the Promoter and the promoter hereby agrees to sell to the Allottee garage bearing Nos.____situated at _____Basement and/or stilt and/or ____podium being constructed in the layout for the consideration of Rs.nill.

1(b) The total aggregate consideration amount for the apartment is thus Rs.____/-.

1(c) The allottee has paid on or before execution of this agreement a sum of Rs.____(Rupees ____only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that promoter the balance amount of Rs.....(Rupees) in the following manner.

Sr. No.	Amount	Particulars
I	Rs. _____/-	(not exceeding 30% of the total consideration) to be paid to the promoter after the execution of agreement.

II	Rs. _____-/-	not exceeding 45% of the total consideration) to be paid to the promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
III	Rs. _____-/-	not exceeding 70% of the total consideration) to be paid to the promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
IV	Rs. _____-/-	not exceeding 75% of the total consideration) to be paid to the promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
V	Rs. _____-/-	not exceeding 80% of the total consideration) to be paid to the promoter on completion of the Sanitary fittings, staircases, lift walls, lobbies upto the floor level of the said Apartment.
VI	Rs. _____-/-	not exceeding 85% of the total consideration) to be paid to the promoter on completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located....
VII	Rs. _____-/-	not exceeding 95% of the total consideration) to be paid to the promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or

		wing in which the said Apartment is located
VIII	Rs. _____-/-	Balance amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

IT IS EXPRESSLY AGREED THAT EACH OF THE ABOVE PAYMENTS TIME IS THE ESSENCE OF CONTRACT.

It is made clear and agreed by and between the parties that the owners/promoters shall not be bound to follow the chronological order of any of the above said stages/instalments and that the owners/promoters shall be completely at liberty to choose the chronology of the respective stages of the construction. The promoters are also entitled to merge or consolidate two or more instalments in their discretion by simultaneously executing the contemplated work in the said instalment.

It is confirmed by the allottee/s that the owners/Promoters have taken all requisite permissions, sanctions and approvals from the competent development authorities under the prevailing Laws/Rules and accordingly they have commenced the construction and development works. It is conveyed by the owners/promoters to the allottee/s that the construction work of the said Apartment/Unit is required to be completed by the owners/promoters by using and utilizing the consideration payments and other charges agreed to be paid by the allottee/s, strictly in terms of and in accordance with the payment schedule under this agreement. On completion of the specified stage of construction, the owners/promoters shall raise the payment demand letter to the allottee/s, as prescribed in this agreement and which shall be sent/forwarded to allottee/s via recorded dispatch. The prescribed period for payment of required amounts shall be 15 days from receipt of such payment demand letter by any medium of recorded dispatch/email. Any period of delay beyond these 15 days shall be considered as delay on the part of allottee/s for paying the due consideration amounts. It is also understood by the allottee/s that it is his/her/their sole obligation and lawful duty to pay the agreed consideration strictly, as per prescribed schedule, as it is well understood by the allottee/s for paying the due consideration amounts. It

is also understood by the allottee/s that non payment of agreed consideration on agreed time may delay the construction work schedule. The date of possession mentioned in clause 7 hereunder in this agreement is completely based upon the timely payment by the allottee/s along with all the applicable charges and taxes. It is therefore, acknowledged and agreed by the allottee/s that any delay in payment of any prescribed payment schedule shall automatically postpone the period of possession by period of delay in payment on the part of the allottee/s and the allottee/s shall be solely liable for the consequences of delay in construction arising there from and in such case the allottee/s shall be solely responsible for reimbursing such damages thereby suffered by the owners/promoters.

1(d) The total Price above excludes Taxes (consisting of tax paid or payable by the promoter by way of Value Added Tax, Goods and Service Tax (GST), Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the (Apartment /Plot).

1(e) The total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the promoter shall enclose the said notification/order/rule/ regulation published /issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in the carpet area within the defined limit then promoter shall refund the excess money paid by allottee within forty five days with

annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the allottee. If there is any increase in the carpet area allotted to the allottee, the promoter shall demand additional amount from the allottee as per the next milestone of the payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of the Agreement.

1(g) The allottee authorizes the promoter to adjust /appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the promoter may in its sole discretion deem fit and the allottee undertakes not to object/demand/direct the promoter to adjust his payments in any manner.

Note :- Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building/wing.

2.1 The promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the apartment to the allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the promoter as provided in clause 1 (c) herein above.

3. The promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 12,700.00 square meters only and promoter has planned to utilize floor space Index of 1.20 by availing of FSI available on payment

of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on execution of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The promoter has disclosed the floor space Index of 1.20 as proposed to be utilized by him on the project land in the said project and allottee has agreed to purchase the said apartment based on the proposed construction and sale of apartments to be carried out by the promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

The owners/promoters hereby agree that they shall before handing over possession of the apartment to the allottee and in any event before execution of a conveyance/assignment of lease of the said structure of the said building or wing in favour of Association of Allottee to be formed by the Owners/Promoters comprising of the allottee/s of Apartments/shops/garages in the building/wing to be constructed on the said project land which may be a "Condominium of the Apartment Holders/Cooperative Housing Society Ltd/ a Limited Company" as the owners/promoters may in their sole discretion opt (hereinafter also referred to as the Association of the Allottee) make full and true disclosure of the nature of his title to the said structure of the said Building/wing as well as encumbrances, if any, including any right, title interest or claim of any party in or over the said structure of the said Building/Wing, and shall, as far as practicable, ensure that the said structure of the said building/wing is free from all encumbrances and that the owners/promoters have absolute, clear and marketable title to the said structure of the said building or wing.

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

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

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

Provided further that upon termination of this agreement as aforesaid, the promoter shall refund to the allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the allottee to the promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The promoter shall give possession of the Apartment to the allottee on or before 31st day of December 2020. If the promoter fails or neglects to give possession of the apartment to the allottee on account of reasons beyond his control and of his agents by the aforesaid date then the promoter shall be liable on demand to refund to the allottee the amounts already received by him in respect of the apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date of the promoter received the sum till the date the amounts and interest thereon is repaid.

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

- i. Non availability of steel, other building material, water or electric supply .
- ii. war, civil commotion or act of God
- iii. Any notice, order, rule, notification of the Government and/or otehr public or competent Authority / Court.
- iv. Delay in grant of any NOC/Permission/License/ Connection installation of any service/s such as Lifts, electricity and water connections and meters to the scheme/unit/road NOC or completion certificate from Appropriate Authority, the owners/ promoters having complied with all the requirements.
- v. Delay by Local Authority in issuing or granting necessary plinth checking or Occupation Certificate, the promoters / owners having complied with all the requirements.
- vi. Delay or default in payment of dues by the allottee/sunder these presents (Without prejudice to the right of owners / promoters to terminate this agreement under clause mentioned herein.

7.1 Procedure for taking Possession :- The promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot] to the allottee in terms of this agreement to be taken within 3 (three months from the date of issue of such notice and the promoter shall give possession of the [Apartment/plot] to the allottee. The promoter agrees and undertakes to indemnify the allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the promoter. The allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The promoter on its behalf shall offer the possession to the allottee in writing within 7 days of receiving the occupancy certificate of the project.

7.2 The allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the allottee intimating that the said apartments are ready for use and occupancy.

7.3 Failure of allottee to take possession of [Apartment/ Plot]: upon receiving a written intimation from the promoter as per clause 8.1, the allottee shall take possession of the [Apartment/Plot] from the promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the promoter shall give possession of the [Apartment/Plot] to the allottee. In case the allottee fails to take possession within the time provided in clause 8.1 such allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Subject to all the other terms of the agreement, if within a period of five years from the date of handing over the Apartment to the Allottee, the allottee brings to the notice of the promoter any structural defect in the Apartment or the building in which the apartments are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the promoter at his own cost and in case it is not possible to rectify such defects, then the allottee shall be entitled to receive from the promoter, compensation for such defect in the manner as provided under the Act.

Provided however notwithstanding the above it is agreed between the parties that

- i. The allottee of the units in the building/wing/phase shall not carry out any alterations of whatsoever nature in the said apartment/wing/building/phase and in specific the structure of the said apartment/unit/wing/building phase of the said Project/Scheme which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if it is hereby agreed that the Allottee/s shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out without the written consent of the owners/promoters, the defect

liability on the part of the owners/ promoters shall automatically become void and stand extinguished. The word defect herein shall mean only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the owners/promoters, and shall not mean and include defect/s caused by normal wear and tear and by the negligent use of the Apartment/s by the respective allottee/s /Occupants, vagaries of the nature etc.

- ii. That it shall be incumbent upon the Allottee/s to maintain his/her/their Apartment/Unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly filling of the joints in the tiles fitted in his/her/their Apartment/s Unit with white cement/exposy or appropriate material to prevent water seepage, etc.

Further where the manufacture warranty as shown by the owners/Promoters to the Allottee/s expires before the stipulated defect liability period and such warranties are covered under the maintenance of the said Apartment/Unit/Wing/Building/Phase and should the annual maintenance contracts not be renewed by the allottee/s and/or Association of Allottee/s the owners/promoters shall not be responsible for any defects occurring due to the same.

- iii. That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Vendors/Manufacturers that all equipment's fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the apartments and the common project amenities wherever applicable.
- iv. That the allottee/s has/have been made aware and that the allottee/s expressly agree/s that the regular wear and tear of the unit/wing/building/phase includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to substantial variation in temperature and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.

- 8. The allottee shall use the apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/godown for

carrying on any industry or business. (strike of which is not applicable). He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of allottee. No objection shall be taken by the allottee, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/ Lessor/Original owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/Apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex Body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and building/s namely local taxes betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks

bi9ll collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the allottee shall pay to the promoter such proportionate share of outgoings as may be determined. The allottee further agrees that till the allottee's share is so determined the allottee shall pay to the promoter provisional monthly contribution towards the outgoings, in proportion to the carpet area of the unit. The amounts so paid by the allottee to the promoter shall not carry any interest and remain with the promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this agreement) shall be paid over by the promoter to the society or the Limited Company, as the case may be.

The Allottee shall pay to the owners/Promoters a sum of Rs. NILL for meeting all legal costs, charges and expenses, including professional costs of the attorney at law/Advocates of the owners /Promoters in connection with formation of the said Condominium, Society or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

10. At the time of registration of conveyance or lease of the land and structure of the building or wing of the building, the allottee shall pay to the owners/promoters the allottee's share of stamp duty and registration charges payable by the said Condominium. Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the land and structure of the said building/wing of the building.

10.1 Simultaneously with the execution of this agreement, the allottee/s shall be obliged to deposit with the owners/promoters such sum of money as may be indicated by the owners/promoters towards payment of VAT (value added services)/GST (Goods and Sales Tax) (as applicable) and/or other taxes, duties, charges, premia, levies, cesses, surcharges, such as /demands levy/welfare or any

fund/betterment tax/sales tax/transfer tax/turnover tax/ works contract tax/Service Tax 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 apartment/unit. The said amount shall be paid by the owners/promoters to the Government as prescribed by law. Further the allottees shall be liable to bear and pay GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the owners/promoters). The allottee/s shall make payment of GST/Service Tax or other tax applicable to the said unit as and when it becomes due and payable at the rate prescribed by Law from time to time to the owners/Promoters who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of such Value Added Tax or Service Tax or GST are increased or decreased by the Government, the amount payable by the allottee/s to the owners/promoters under the Clause shall vary accordingly. In addition to the above, the Allottees shall be liable to bear and pay all and any other taxes duties, charges premia, levies, cesses, surcharge such as / demand/levy/welfare or any fund/betterment tax/sales tax/transfer tax/turnover tax/works contract Tax/VAT,Service Tax 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 owners/promoters to the allottee 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 allottees shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the owners/promoters,, the allottee/shall be liable to reimburse the same together with interest accrued thereon to the owners/promoters and the allottee/s hereby agree to indemnify and keep indemnified the owners/promoters from or against all loss or damage suffered or incurred by the owners/promoters as a result of non payment by the allottee/s of any such taxes, duties, etc.

10.2 It present permitted user as residential/and/or other permissible users.

10.3 Any relevant and necessary covenants as may be stipulated by the owners/Promoters for the more beneficial and optimum use and enjoyment of the said project land (i.e. the said project land together with the building thereon) in general and for the benefit of any class of holders of any unit/s and other unit/s as the case may be or any part thereof including the absolute and irrevocable right of the owners/promoters to exclusively and absolute use and utilize as above enumerated the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said project land.

10.4 All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The owner/Promoters shall not be required to show the creation of or define or apportion any burden.

10.5 All the covenants and conditions ensuring for the benefit of the person/s as contained in the Agreements made between them and/or the owners/promoters, the said order/s passed under the Ceiling Act, order of layout and/or sub division relating to the said project land, order of conversion and all terms and conditions stipulated by the owners/promoters in respect of the common areas and facilities and amenities to be provided for the benefits of the said project land or any part/s thereof.

10.6 The promoters have intimated the allottee/s that the project may at the promoters discretion and in view of certain sanctions in respect of the additional building/s and or upper floors in each of the building/s being constructed and/or proposed to be constructed will receive sanctions from time to time and thereupon be duly implemented accordingly. The allottee/s have accorded their specific and irrevocable consent and concurrence thereto and further agree that they shall not interfere or hinder in the said development and shall indemnify and keep harmless the owners/promoters as a consequence of the owners/promoters being denied or deprived of such lawful and legitimate rights. The phase wise development of the said project has been made for the convenience of the promoters and allottee/s. No separate fencing and gate will be allowed for separating any particular phase for

whatsoever reason. All allottee/s in all phases shall have free access to all phase i.e. entire project.

10.7 The said apartment/Unit shall be subject to all the following conditions

- a. The access to the individual units/apartments shall be as per the sanctioned plan and/or revised plan from time to time.
- b. Air Conditioners indoor and outdoor unit of the Air Conditioner shall be fixed in the space provided by the Architect of the owners/Promoters and location of the air conditioners shall be restricted to the above mentioned space only.
- c. The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.
- d. Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the allottee/s shall not damage the basic RCC structure and such changes shall only be implemented only after prior written consent of the owners/Promoters and the RCC consultants.
- e. The said Unit shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the open/sheltered/covered parking space as herein allotted only for the purpose of keeping or parking the allottee/s own vehicle viz car/ two wheeler. It is specifically made clear that any three wheelers/tempo/commercial vehicle of any kind, shall not be parked in the said parking area.
- f. The owners /promoters shall in respect of any amount remaining unpaid by the allottee/s under the terms and conditions of this agreement have first lien and charge on the said unit agreed to be purchased by the allottee/s.

10.8 It is clarified between the owners promoters and the allottee/s that the title to the common areas shall vest with the association of allottees, it is the necessity and requirement of the Allottees that various parking space be distributed /allotted among them to ave orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the owners/Promoters on the request of the allottee/s (and also at the request of the other allottees) herein is keeping a register /record of such

allocations/designation/selections of parking to be effected by the allottee from the Association of Allottees to be formed by them. The owners/promoters have not taken any consideration for such allocation. It is specifically agreed by the allottees that if for any reason it be held that such allocation/designation of parking/s by the allottees of the apartment among themselves is not proper then the allottee/s (including allottee herein) shall be entitled to use entire parking area in common with others and the allottee herein and shall not be entitled to claim any refund of any amount or for compensation as the consideration price herein agreed is only in respect of the said apartment alone.

11. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the allottee shall pay to the promoter, the allottee's share of stamp duty and registration charges payable, by the said society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or lease of the project land, the allottee shall pay to the promoter, the allottee's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

The owners/promoters shall as aforesaid, for the formation and registration of the said legal entity (Association of allottees) comprising of either a Condominium of the Apartment holders or a Cooperative Housing society or a Company or any other legal entity of allottees for a single building or building/s or a wing of one building in the layout, submit the application in that behalf to Registrar of Registration of the Cooperative Housing Society under the Maharashtra Apartment Ownership Act, 1970 or Maharashtra Cooperative Societies Act, 1960 or the Companies Act, 2013 or any other Competent Authority within three months from the date on which 51% (fifty one per cent) of the total number of allottees in such a building or a wing, have booked their apartment.

It is further specifically agreed and clarified between the parties hereto that notwithstanding anything contained to the contrary herein it is stipulated that

The owners/promoters shall convey the said structure of the said building with absolute, clear and marketable title thereto (Subject to their right to dispose of the remaining unsold Apartments, if any and to receive entire consideration in respect thereof) in favour of the said Cooperative Housing Society/Limited Company/Legal Entity, within three months from the date of issue of occupancy certificate in such a building or a wing/floors and receiving the full consideration in respect of all the Apartments sold and transferred by the Owners/Promotes whichever is later.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- i. The promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.
- ii. The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by

following due process of law and the promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, building/wing and common areas;

vi. The promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the allottee created herein, may prejudicially be affected.

vii. The promoter has not entered into any agreement for sale and /or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the project and the said (Apartment /Plot) to the allottee in the manner contemplated in this agreement.

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the allottees.

x. The promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the promoter in respect of the project land and/or the project except those disclosed in the title report.

13. The allottee/s or himself/themselves with intention to bring all persons into whatsoever hands the apartment may come, hereby covenants with the promoter as follows

i. To maintain the apartment at the allottee's own cost in good and tenantable

repair and condition from the state that of possession of the apartment is taken and shall not do or suffer to be done anything in or to the building in which the apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the apartment is situated and the apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircase, common passages or any other structure of the building in which the apartment is situated, including entrances of the building in which the apartment is situated and in case any damage is caused to the building in which the apartment is situated or the apartment on account of negligence or default of the allottee in this behalf, the allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said apartment and maintain the apartment in the same condition, state and order in which it was delivered by the promoter to the allottee and shall not do or suffer to be done anything in or to the building in which the apartment is situated or the apartment which may be contrary to the rules and regulations and bye laws of the concerned local authority or other public authority. In the event of the allottee committing any act in contravention of the above provision, the allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the apartment is situated and shall keep the portion, sewers, drains and pipes in the apartment and the appurtenances thereto in good tenantable repair and

condition, and in particular, so as to support shelter and protect the other parts of the building in which the apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs, or RCC , Pardis or other structural members in the apartment without the prior written permission of the promoter and/or the society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said apartment in the compound or any portion of the project land and the building in which the apartment is situated.
- vii. Pay to the promoter within fifteen days of demand by the promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the allottee for any purposes other than for purpose for which it is sold.
- ix. The allottee shall not let, sub let, transfer, assign or part with interest or benefit factor of this agreement or part with the possession of the apartment until all the dues payable by the allottee to the promoter under this agreement are fully paid up.
- x. The allottee shall observe and perform all the rules and regulations which the society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the apartments therein and for the observance and performance of the building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The allottee shall

also observe and perform all the stipulations and conditions laid down by the society/Limited Company/Apex Body/Federation regarding the occupancy and use of the apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out goings in accordance with the terms of this agreement.

- xi. Till a conveyance of the structure of the building in which apartment is situated is executed in favour of Society/Limited Society, the allottee shall permit the promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which apartment is situated is executed in favour of Apex Body or Federation, the allottee shall permit the promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

14. The owners/promoters confirm that the owners/promoters are not restricted in any manner whatsoever from selling the said (Apartment/Plot) to the allottee in the manner contemplated in this agreement.

Notwithstanding anything contained to the contrary herein it is hereby agreed by and between the parties and confirmed by the allottee/s that the common areas, facilities and amenities situated either in the project land and /or in the lay out or in the entire project land and/or in the layout are for the common use and enjoyment of all the allottees in the project (save as otherwise specifically restricted to the contrary) and accordingly the said common areas facilities and amenities will stand transferred to an Apex Body constituted of all the Association of Allottees of all floors/wings/buildings/phases (as the case may be) on completion of all the floors/wings/buildings/phases in the entire project land.

The owners/ promoters shall be liable to pay only the Municipal Taxes as actual, in respect of the unsold units and other premises in their

possession. As the unsold units will remain locked, unused and unoccupied, the owners/promoters for these unsold units shall pay to the Condominium of Apartment Holders/Association of the Allottees /Society the token sum of Rs. 11/- per month towards the non occupancy charges and other outgoings in respect of the unsold units till such time as they are sold and disposed of where after the prospective allottee will undertake the liability of all such future payments thereof.

The allottee/s hereby irrevocably consent/s and authorize/s the owners/promoters to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned Municipal Authorities and decisions taken by the owners/promoters in this regard shall be binding on the allottee/s. The owners/Promoters may till the execution of the Final Conveyance Deed represent the allottee/s and his/her/their interest and give consent ,NOC and do all the necessary things in al departments of Municipal Corporation, Collectorate, Road, Water, Building Tax Assessment departments, Government and Semi Government ,M.S.E.D.CL.L.ULC . officials etc. on behalf of the allottee/s and whatever acts so done by the owners/promoters on behalf of the allottee/s shall stand ratified and confirmed by the allottee/s.

COST OF PROVISION OF WATER TO THE SAID BUILDING

15. As mentioned above, the said project land is situated within the limits of the Municipal Corporation Pune and in the circumstances, the municipal and planning Authority is the said Corporation. However, at the time when the owners/promoters submitted the building layout and building plans in respect of the said Project Land for sanction to the municipal Corporation of Pune, the Municipal Corporation of Pune has as a pre condition for grant of such sanction required the owners/promoters to submit an undertaking stating that it shall be the responsibility of the owners/promoters to make provision of supply of water to the project to be implemented on the said project land and which undertaking has been taken by the said corporation from the owners/promoters. The owners/promoters shall at the appropriate time make application to the Municipal Corporation of Pune for Municipal

water connections of the requisite capacity for the said project and the owners/promoters shall make payment of the necessary charges in respect of such water connections to the said corporation. However, until such time as such Municipal water connections are provided by the Municipal Corporation of Pune and the same become operational and until such time as the Municipal water supply through such connections is adequate for the needs of the allottees/occupants of shops Commercial Premises /Apartments in the said project, the owners /promoters propose to procure water for the requirement of the holders/occupants of Apartments/Units in the said project through water tanker agencies and other sources. All costs, charges and expenses for provision of such water to the said project are to be borne and paid by the allottees of shops /commercial premises/Apartments in the said project on a pro rate basis. Such cost of provision of water to the said project shall be deemed to be part of the expenses and outgoings of the common areas and facilities of the said project. In the circumstances, from out of the amounts contributed by the allottee/s herein and the allottee of other shops/Commercial premises/Apartments in the said Project towards the expenses and outgoings of the Common areas and facilities of the said Project, the owners/promoters shall defray the costs of making provision for water.

16. The Allottee shall pay to the owners/Promoters a sum of Rs. NIL for meeting all legal costs, charges and expenses, including professional costs of the attorney at law/Advocates of the owners /Promoters in connection with formation of the said Condominium, Society or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

AT the time of registration of conveyance or lease of the land and structure of the building or wing of the building, the allottee shall pay to the owners/promoters the allottee's share of stamp duty and registration charges payable by the said Condominium. Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the land and structure of the said building/wing of the building.

Simultaneously with the execution of this agreement, the allottee/s shall be obliged to deposit with the owners/promoters such sum of money as may be

indicated by the owners/promoters towards payment of VAT (value added services)/GST (Goods and Sales Tax) (as applicable) and/or other taxes, duties, charges, premia, levies, cesses, surcharges, such as /demands levy/welfare or any fund/betterment tax/sales tax/transfer tax/turnover tax/ works contract tax/Service Tax 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 apartment/unit. The said amount shall be paid by the owners/promoters to the Government as prescribed by law. Further the allottees shall be liable to bear and pay GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the owners/promoters). The allottee/s shall make payment of GST/Service Tax or other tax applicable to the said unit as and when it becomes due and payable at the rate prescribed by Law from time to time to the owners/Promoters who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of such Value Added Tax or Service Tax or GST are increased or decreased by the Government, the amount payable by the allottee/s to the owners/promoters under the Clause shall vary accordingly. In addition to the above, the Allottees shall be liable to bear and pay all and any other taxes duties, charges premia, levies, cesses, surcharge such as / demand/levy/welfare or any fund/betterment tax/sales tax/transfer tax/turnover tax/works contract Tax/VAT, Service Tax 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 owners/promotes to the allottee 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 allottees shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the owners/promoters,, the allottee/shall be liable to reimburse the same together with interest accrued thereon to the owners/promoters and the allottee/s hereby agree to indemnify and keep indemnified the owners/promoters from or against all loss or damage suffered or incurred by the owners/promoters as a result of non payment by the allottee/s of any such taxes, duties, etc.

17. The owners/promoters confirm that the owners/promoters are not restricted in any manner whatsoever from selling the said (Apartment/Plot) to the allottee in the manner contemplated in this agreement.

Notwithstanding anything contained to the contrary herein it is hereby agreed by and between the parties and confirmed by the allottee/s that the common areas, facilities and amenities situated either in the project land and /or in the lay out or in the entire project land and/or in the layout are for the common use and enjoyment of al the Allottees in the project (save as otherwise specifically restricted to the contrary) and accordingly the said common areas facilities and amenities will stand transferred to an Apex Body constituted of all the Association of Allottees of all floors/wings/buildings/phases (as the case may be) on completion of all the floors/wings/buildings/phases in the entire project land.

The owners/ promoters shall be liable to pay only the Municipal Taxes as actual, in respect of the unsold units and other premises in their possession. As the unsold units will remain locked, unused and unoccupied, the owners/promoters for these unsold units shall pay to the Condominium of Apartment Holders/Association of the Allottees /Society the token sum of Rs. 11/- per month towards the non occupancy charges and other outgoings in respect of the unsold units till such time as they are sold and disposed of where after the prospective allottee will undertake the liability of all such future payments thereof.

The allottee/s hereby irrevocably consent/s and authorize/s the owners/promoters to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned Municipal Authorities and decisions taken by the owners/promoters in this regard shall be binding on the allottee/s. The owners/Promoters may till the execution of the Final Conveyance Deed represent the allottee/s and his/her/their interest and give consent ,NOC and do all the necessary things in al departments of Municipal Corporation, Collectorate, Road, Water, Building Tax Assessment departments, Government and Semi Government ,M.S.E.D.CL.L.ULC . officials

etc. on behalf of the allottee/s and whatever acts so done by the owners/promoters on behalf of the allottee/s shall stand ratified and confirmed by the allottee/s.

18. The promoter shall maintain a separate account in respect of the sums received by the promoter from the allottee as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or on account of the share capital for the promotion of the cooperative society or association or company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

19. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said apartments or of the said plot and building or any part thereof. The allottee shall have no claim save and except in respect of the apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the promoter until the said structure of the building is transferred to the society/Limited company or other body and until the project land is transferred to the Apex Body / Federation as herein before mentioned.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the promoter executes this agreement he shall not mortgage or create a charge on the {Apartment/} and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the allottee who has taken or agreed to take such (Apartment/plot).

21. BINDING EFFECT : Forwarding this agreement to the allottee by the promoter does not create a binding obligation on the part of the promoter or the allottee until, firstly, the allottee signs and delivers this agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the allottee and secondly, appears for registration of the same before the concerned sub registrar as and when intimated by the promoter. If the allottee(s) fails to execute and deliver to the promoter this agreement within 30 (thirty) days from the date of its receipt by the allottee and/or

appear before the Sub Registrar for its registration as and when intimated by the Promoter, then the promoter shall serve a notice to the allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the allottee, application of the allottee shall be treated as cancelled and all sums deposited by the allottee in connection therewith including the booking amount shall be returned to the allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT : This agreement, along with its schedules and annexures, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment/plot/building, as the case may be.

23. RIGHT TO AMEND : This agreement may only be amended through written consent of the parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES : It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottees of the (Apartment/Plot), in case of a transfer, as the said obligations go along with the (Apartment/plot) for all intents and purposes.

25. SEVERABILITY : 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 confirm 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.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT : Wherever in this agreement it is stipulated that

the allottee has to make any payment, in common with other allottee(s) in project, the same shall be in proportion to the carpet area of the (Apartment/plot) to the total carpet area of all the (Apartment/Plot) in the project.

27. FURTHER ASSURANCES : Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION : The execution of this agreement shall be complete only upon its execution by the promoter through its authorized signatory at the promoter’s office, or at some other place, which may be mutually agreed between the promoter and the allottee, in after the agreement is duly executed by the allottee and the promoter or simultaneously with the execution the said agreement shall be registered at the office of the Sub Registrar, hence, this agreement shall be deemed to have been executed at.

29. The allottee and/or promoter shall present this agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by Registration Act and the Promoter will attend such office and admit execution thereof.

30. That all notices to be served on the allottee and the promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the allottee or the promoter by Registered Post A.D. and notified Email ID/under certificate of Posting at their respective addresses specified below –

PROMOTER	ATRIUM HOMES LLP "Atrium Skyward", Opp. Bishops School, S. No. 5,6 and 7 Undri, Taluka Haveli Dist Pune. Notified E-Mail ID:- sales@atriumhomes.in
ALLOTEE/S	

It shall be the duty of the allottee and the promoter to inform each other of any change in address subsequent to the execution of this agreement in the above address by Registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the allottee, as the case may be.

31. JOINT ALLOTTEES : That in case there are joint Allottees all communications shall be sent by the promoter to the allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottee/s.

32. STAMP DUTY AND REGISTRATION : The charges towards stamp duty and Registration of this agreement shall be borne by the allottee.

33. DISPUTE RESOLUTION : Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulations and Development) Act, 2016, Rules and Regulations, there under.

34. GOVERNING LAW : That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune Courts will have the jurisdiction for this agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this agreement for sale at (City / town name) in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE I OF THE PROJECT LAND. ABOVE REFERRED TO ABOVE.

All that piece and parcel of residential lands, situated at Revenue Village Undri, Taluka Haveli Dist Pune, within the limits of Gran Panchyat Undri, taluka Haveli Dist Pune, and the details such as survey no. hissa No. area etc. are as under

Sr. No.	Survey No (Total Area)	Area in Hectares = Ares
1.	5/1/2 00= 54 Ares out of 00 = 86	00=10.80
		00=10.80
		00=13.50
		00=18.90
		00= 54
2.	5/2/4/2 (00=37)	00=04.30
		00=04.30
		00=05.38
		00=07.52
		00 = 21.50
3.	6/2A/3 (00=07)	00=01.40
		00=01.40
		00=01.75
		00=02.45
4.	6/2A/6 (00=21)	00=04.20
		00=04.20
		00=05.25
		00=07.35
5.	7/5/2/2 (00=20)	00=04
		00=04
		00=05
		00=07
6.	7/5/5 (00=07)	00=01.40
		00=01.40
		00=01.75
		00=02.45
7	7/9B	00 H 25 R
	Total Area	01 H 55.05 R

THE SCHEDULE II ABOVE REFERRED TO.

COMMON AREAS AND FACILITIES

- I. Common Areas / Common Open Space / Passages shown in the sanctioned layout plan.
- II. Staircases landings of all buildings are for the common use of the occupants and/or the purchasers in the respective buildings.
- III. Drainage and water line network and septic tank.
- IV. Plans and trees planted or to be planed in the open space around the buildings.
- V. Swimming Pool.
- VI. Club House
- VII. Lawn.

SCHEDULE 'A'

A	NAME OF THE SCHEME	"ATRIUM SKYWARD "
B	FLAT NO. / UNIT NO. AND BUILDING NO.	
C	FLOOR	____ Floor
D	CARPET AREA	Flat Area _____ Sq. Mt. Terrace/ balcony area _____ Sq. Mt.

SPECIFICATIONS

SPECIFICATIONS FOR APARTMENTS

- RCC Framed structure.
- Internal and external walls in Eco Friendly AAC Blocks.
- Double Coat sand faced plaster for external walls.
- Vitrified tiles flooring.

- Anti Skid Flooring for toilets.
- Granite Kitchen Platform with SS sink.
- Three Track aluminium powder coated windows.
- Oilbond distemper for internal walls and ceiling.
- Branded CP Fittings.
- Adequate electrical points in all rooms.
- Branded Modular switches.
- DG Backup for lift, and common areas.

PARTY	SIGNATURE	THUMB IMPRESSION	PHOTOGRAPH.
PROMOTER	Authorised Signatory Atrium Homes LLP.		
ALLOTTEE/S			
WITNESS SIGN NAME ADDRESS			

WITNESS SIGN NAME ADDRESS			

SCHEDULE 'B'
FLOOR PLAN OF THE APARTMENT

ANNEXURE –A

Name of the attorney at Law/Advocate
Address
Date –

No
RE :

Title Report
Details of the Title report

The Schedule Above referred to
(Description of property)
Place –

Dated ----day of -----20---

Signed

Signature of Attorney at Law/Advocate

ANNEXURE –B

(Authenticated copies of property card or extract village forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor /Lessor/Original Owner/Promoter to the project Land).

ANNEXURE –C-1

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

ANNEXURE C-2

(Authenticated copies of the plans of the layout as proposed by the promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE –D

(Authenticated copies of the plans and specifications of the apartment of the apartment agreed to be purchased by the allottee as approved by the concerned local authority)

ANNEXURE –E

(Specifications and amenities for the apartment)

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

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

The Promoter/s

I say received
