

Draft: 05.07.2017

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** executed here at PUNE on this ____ day of _____ month of the year 2017,

between

M/s. SURYA HOUSING, a registered partnership firm under the Indian Partnership Act, 1932, having its office at, 410, Ashashdeep Society, Khadki, Pune 411003, PAN: ACIFS4607H, represented through its partners (1) **YUVRAJ JAWANMAL JAIN**, age about 54 years, occupation business, (2) **VIKAS PANNALAL GUPTA**, age about 47 years, occupation business, (3) **PAWAN BHAGATRAM GUPTA**, age about 54 years, occupation business, hereinafter called as the **PROMOTER** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its last surviving partners, their respective heirs, executors, administrators and assigns), OF THE FIRST PART,

and

hereinafter called as the **ALLOTTEE/S**, which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her/their heirs, executors, administrators and assigns) of the SECOND PART,

and

(1) **BABAN SHIVRAM MOZE**, for self and karta and manager of his Hindu Undivided Family, age about 66 years, occupation: agriculture and business, PAN: BSCPM3213Q, (2) Mrs.**MEERABAI BABAN MOZE**, age 54 years, occupation: agriculture and household, (3)

SOMNATH BABAN MOZE, age about 24 years, occupation: agriculture, PAN: BSCPM3263Q, (4) **RAMNATH BABAN MOZE**, age about 22 years, occupation: agriculture, PAN: BTEPM6539G, all residing at village Lohegaon, Taluka Haveli, District Pune, hereinafter *collectively* called as the “**CONSENTING PARTIES**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective heirs, executors, administrators and assigns, of the THIRD PART,

WHEREAS:

- a. (i) the portion admeasuring Hectare 2.16 Are (21600 sq.mt.) (said **PLOT-A**) and (ii) the portion admeasuring Hectare 0.11.76 Are (1176 sq.mt.) (said **PLOT-B**), both carved out of all that piece and parcel of the land bearing Survey No.283 Hissa No.1, admeasuring Hectare 2.49 Are plus potkharaba Hectare 0.39 Are thus total Hectare 2.88 Are, assessed at Rs.4=40 Paise, situate at village Lohegaon, within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti Haveli, Grampanchayat Lohegaon, Registration District Pune, Sub Registrar, Haveli, Pune, more particularly described in the SCHEDULE-“1” written hereunder (hereinafter *collectively* referred to as the **PROJECT LAND**), out of which the said Plot-A is vested in the ownership of the Consenting Parties and the development rights thereof are vested with the Promoter and the said Plot-B is vested in the ownership of the Promoter,
- b. pursuant to the Development Agreement dated 31.08.2012, registered in the office of Sub Registrar Haveli No.17, Pune at Serial No.8920/2012 on 04.09.2012 followed by Supplementary Agreement dated 14.02.2013, registered in the office of Sub Registrar Haveli No.17, Pune at Serial No.1771/2013 on the same day, read with Power of Attorney, dated 31.08.2012, registered in the office of Sub Registrar Haveli No.17, Pune at Serial No.8921/2012 on 04.09.2012, the Consenting Parties granted development rights in respect of the said Plot-A unto and in favour of the

Promoter herein in consideration of allotment of 46% out of the total flats, to be calculated on the basis of the permissible FSI/FAR in respect of the said Plot-A, upon the Project Land by the Promoter for the use and benefit of the Consenting Parties (said **RETAINED APARTMENTS**) and on such other terms and conditions, as are stipulated therein and further empowered and authorized it to do, perform and execute required acts, deeds and things concerning the said Plot-A and delivered its vacant and peaceful possession to it,

- c. similarly, pursuant to the Sale Deed dated 31.08.2012, registered in the office of Sub Registrar Haveli No.17, Pune at Serial No.8922/2012 on 04.09.2012 followed by (i) the Correction Deed dated 11.02.2013, registered in the office of Sub Registrar Haveli No.17, Pune at Serial No.1769/2013 on 14.02.2013 and (ii) the Correction Deed dated 14.02.2013, registered in the office of Sub Registrar Haveli No.17, Pune at Serial No.1777/2013 on the same day, the Consenting Parties sold the said Plot-B unto the Promoter and delivered its vacant and peaceful possession to it,
- d. thus, the Promoter, being entitled to implement ownership scheme within the Project Land, decided to launch a housing project consisting of **six or more buildings**, as may be permissible under Development Control Rules (**DCR**), comprising residential and non-residential apartments on it under the name and style as "**ATLANTIS CITY**" (said **PROJECT**) and dispose of the apartments thereof to the intending buyers, save and except the said Retained Apartments,
- e. thereafter, pursuant to the application of the Promoter, the Under Secretary of the Government of India, vide its letter No.Air HQ/S.17726/4/ATS (PC-MDXCIX) Dy.No.693/F/D(Air II) dated 28.11.2014 issued NOC from Aviation Angle for construction of building by the Promoter, subject to the conditions stipulated therein,

- f. to begin with, the Promoter prepared layout and building plans in respect of the Project Land consisting of 6 (six) buildings, out of which Buildings 'A', 'B' and 'C' consisting of ground floor parking and ten upper floors, Buildings 'D' consisting of ground floor parking and five upper floors, Buildings 'E' and 'F' consisting of ground floor parking and Building 'G' consisting of ground floor parking and three upper floors, which were approved and sanctioned by the Pune Metropolitan Region Development Authority (**PMRDA**) and issued Commencement Certificate thereof, bearing No.DP/BHA/HAV/SHAKHA-1/Mou.Lohegaon/S.No.283/1/Pra.Kra.214/1615 dt. 07.09.2016; however, by reserving the right to revise the sanction plans and specifications thereof, as stipulated herein below,
- g. in the meanwhile, the District Collector, Pune (Revenue Branch), vide order No.PaMaHa/NA/SR/142/2013 dated 27.01.2015, granted N.A. permission in respect of the Project Land,
- h. accordingly, the Promoter commenced the construction work of the buildings upon the Project Land, as per the sanctioned plans and specifications, by differing revision therein, as aforesaid,
- i. thus, the Promoter is absolutely entitled to implement ownership scheme in the Project Land, by utilizing maximum FSI/FAR and loading TDR and by availing such other benefits, as may be permissible under Development Control Rules of the PMRDA (**DCR**) and to dispose of the apartments thereof, excluding the said Retained Apartments, to the intending buyers on ownership basis,
- j. the Promoter has clearly informed to the Allottee/s that it has commenced the construction work of the buildings upon the Project Land, as per sanctioned plans and specifications and in case, additional construction work thereupon is permitted in future, upon such event, the Promoter shall be entitled to revise the same by availing all such benefits, as may be permissible under DCR, at its

sole discretion and choice and obtain sanction to it and commence and complete the construction work therein, to which the Allottee/s herein has/ have accorded his/ her/ their/ its irrevocable consent,

- k. the Promoter has entered into a Standard Agreement with an Architects viz. [REDACTED] (hereinafter referred to as the **ARCHITECT**), who are registered with the Council of Architects and, as such, the same is as per the agreement prescribed by the Council of Architects and the Promoter has appointed a Structural Engineer [REDACTED] [REDACTED] (hereinafter referred to as the **STRUCTURAL ENGINEER**) for the preparation of the structural design and drawings of the building upon the Project Land and the Promoter accepts the professional services of the said Architect and Structural Engineer till completion of the said Project,
- l. the Promoter has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with Rules framed thereunder with the Real Estate Regulatory Authority at [REDACTED] No. [REDACTED], a photocopy whereof is attached in **ANNEXURE 'F'**,
- m. the Promoter has sole and exclusive right to sell the apartments in the building being constructed on the Project Land and to enter into Agreement/s with the Allottee/s for allotment of the apartments and to receive the consideration derived therefrom,
- n. the Allottee/s is/are offered below mentioned apartment by the Promoter,
- o. on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications of the buildings prepared by the Promoter's Architects and of such other documents

as are specified under the Act and the Rules and Regulations made thereunder,

- p. the photocopies of Certificate of Title issued by the Advocate of the Promoter and 7/12 Extract showing the nature of the title of the Consenting Parties and the Promoter to the Project Land on which the buildings consisting of apartments are being constructed by the Promoter, have been annexed hereto and marked as **ANNEXURE 'A'** and **'B'**, respectively,
- q. the photocopy of the plans of layout, as approved by the PMRDA, has been annexed hereto and marked as **ANNEXURE 'C-1'**,
- r. the photocopy of the plans of the buildings, as proposed by the Promoter and approved by the PMRDA according to which the construction thereof is proposed to be provided on the said Project, has been annexed hereto and marked as **ANNEXURE 'C-2'**,
- s. the photocopies of the proposed layout plan and the proposed building plan showing future proposed development, as disclosed by the Promoter while its registration before the RERA Authority and further disclosed on the website as mandated, have been annexed hereto and marked as **ANNEXURE C2A**,
- t. the specifications of the buildings consisting of the apartments, which are being constructed upon the Project Land, has been annexed and marked as **ANNEXURE 'D'**,
- u. while sanctioning the said plans, the PMRDA has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Promoter while constructing the buildings upon the Project Land and upon due observance and performance of which only the completion or occupancy certificate in respect thereof shall be granted by the PMRDA,

- v. the Promoter has accordingly commenced construction of the buildings upon the Project Land, in accordance with the said sanctioned plans,
- w. the Allottee/s has/have applied to the Promoter for allotment of a residential flat bearing Apartment number [REDACTED], located on the [REDACTED] floor in the building No. [REDACTED] being constructed by the Promoter within the Project Land, more particularly described in the SCHEDULE "I" written hereunder (hereinafter referred to as the said **APARTMENT**), the floor plan whereof has been annexed hereto and marked as **ANNEXURE 'C-3'**,
- x. the carpet area of the said Apartment is [REDACTED] square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment,
- y. the parties hereto 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,
- z. prior to the executions of these presents, the Allottee/s has/have paid to the Promoter a sum of Rs. [REDACTED] (Rupees [REDACTED]) only, being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge, subject to realization of cheque) and the

Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing,

- aa. under Section 13 of the Act, the Promoter is required to execute a written Agreement for sale of the said Apartment with the Allottee/s, being in fact these presents and also to register the same under the Registration Act, 1908,
- bb. in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, this Agreement is being executed.

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

- 1. The Promoter shall construct the buildings comprising of residential and non-residential apartments upon the Project Land in accordance with the plans, designs and specifications, as approved by PMRDA from time to time.

PROVIDED that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Apartment of the Allottee/s except any alteration or addition required by an Government authorities or due to change in law,

- 2. The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s a residential flat bearing Apartment No.____ of carpet area admeasuring ____ sq.mt. alongwith adjacent terrace admeasuring ____ sq.mt. located on the ____ floor in the Building No.____, as shown in the Floor Plan thereof hereto annexed and marked as **ANNEXURE C-3** and exclusive right to use space for parking of 1 (one) four wheeler vehicle in covered puzzle parking system of the building, being

constructed upon the Project Land, more particularly described in the SCHEDULE "II" annexed herewith (hereinafter referred to as the said **APARTMENT**), for the consideration of Rs. _____ (_____ only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description thereof.

3.

- (a) The Allottee/s has/have 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 agree/s to pay to the Promoter the balance amount of Rs. _____ (Rupees _____) in the following manner:

Sr	Amount (Rs)	Particulars
1		10% of total price paid by the Allottee/s by duly drawn crossed cheque/ pay order/ demand draft No. _____, dated _____ on _____ bank
2		20% of total price payable by the Allottee/s to the Promoter on execution of this agreement.
3		15% of total price payable by the Allottee/s to the Promoter at the time of completion of plinth of the subject building
4		25% of total price payable by the Allottee/s to the Promoter on completion of slabs including ground floor parking of the subject building
5		5% of total price payable by the Allottee/s to the Promoter on completion of walls, internal plaster, flooring, doors and windows of the said Apartment
6		5% of total price payable by the Allottee/s to the Promoter on completion of sanitary fittings, staircases, lift well, lobbies upto the floor level of the said Apartment
7		5% of total price payable by the Allottee/s to the

		Promoter on completion of external plumbing, external plaster, elevation, terraces with water proofing of the subject building.
8		10% of total price payable by the Allottee/s to the Promoter on completion of the lift, water pumps, electrical fitting, electro mechanical and environmental requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements of the building, as may be prescribed in the Agreement of sale.
9		5% of total price payable by the Allottee/s to the Promoter at the time of delivery of possession of the said Apartment by the Promoter to the Allottee/s on or after receipt of occupancy/ completion certificate.
Rs. _____		Total (_____) amount.

(Note: In case of total consideration exceeds Rs.50,00,000/-, the Allottee/s will have to deduct 1% TDS therefrom, as contemplated under section 194-IA of the Income Tax Act, 1961 and deposit it with the Income Tax Department, for and on behalf of the Promoter and issue challan thereof to it within 7 days from the date of such deposit)

- (b) In addition to the agreed price, as aforesaid, taxes consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST or any other taxes, as may be applicable from time to time, shall be borne and paid by the Allottee/s.
- (c) The installments of the amount agreed to be paid by the Allottee/s to the Promoter as mentioned above, shall always be the ESSENCE OF THIS AGREEMENT.
- (d) The total price is escalation free, save and except escalations/ increases due to increase on account of development charges payable to the PMRDA 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/s for increase in

development charges, costs or levies imposed by the Competent authorities etc., the Promoter shall enclose the said notification, order, rule and regulation published/ issued in that behalf along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

- (e) The Promoter may allow in its sole discretion and choice a rebate for early payments of equal installments payable by Allottee/s by discounting such early payment at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawals once granted to an Allottee/s by the Promoter.
- (f) The Promoter shall confirm the final carpet areas that have been allotted to the Allottee/s after the construction of the building is complete and the occupation certificate is granted by the competent authority, by furnishing details of changes, if any, in the carpet area, subject to a variation of 3%. The total price payable for the carpet area shall be re-calculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by the Allottee/s within 45 days with interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum from the date when such an excess amount was paid by an Allottee/s. If there is any increase in carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per sq.mt., as agreed in clause 2 of this Agreement.

- 4.1. 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 PMRDA at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/s, obtain from the

PMRDA occupancy and/or completion certificates in respect of the said Apartment.

- 4.2. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottee/s 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.
5. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is [REDACTED] square meters only and Promoter has planned to utilize Floor Space Index of [REDACTED] by availing of TDR or FSI/FAR available on payment of premiums or FSI/FAR available, as incentive FSI/FAR by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI/FAR 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 [REDACTED] as proposed to be utilized by it on the Project Land and the Allottee/s has/ have 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/FAR and on the understanding that the declared proposed FSI/FAR shall belong to Promoter only.
- 6.1. In case, the Promoter fails to abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the said Project, interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of

India, per annum on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee to the Promoter.

6.2. Without prejudice to the right of the Promoter to charge interest in terms of sub clause 6.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by the Pune Municipal Corporation and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement:

PROVIDED that, the Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and/ or mail on the e-mail address, if any provided by the Allottee/s, of its 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/s fail/s 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/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of thirty days of the termination, the installments of sale consideration of the said Apartment, which may till then have been paid by the Allottee/s to the Promoter. In the event of termination of the Agreement as aforesaid the Allottee/s shall not be entitled to claim/demand any interest and/or compensation on whatsoever ground from the Promoter.

- 7.1. The common areas and amenities to be provided for by the Promoter in the building being constructed upon the Project Land, as are set out in **ANNEXURE 'E'** annexed hereto.
- 7.2. It is also understood and agreed by and between the parties hereto that the Promoter is entitled to permit to use the restricted common areas and amenities to any of the allottee/s of the apartment/s by way of exclusive facility in the said Project. Upon such event, the Allottee/s shall not be entitled to raise any issue regarding granting exclusive facility, as aforesaid by the Promoter to such specified allottee/s of the apartment/s.
8. The Allottee/s has/have agreed to purchase the said Apartment with the knowledge of the fact that the contents of all Brochures/ Hoardings/ Promotional Literature pertaining to "Chloris" such as furniture layout in the apartment, plantation shown around the building/apartment, as the case may be, color scheme of the building, picture of vehicles etc. to increase only the aesthetic value and is not factual and the same should not be taken literally by the Allottee/s herein. These features/ amenities are not agreed to be provided by the Promoter to the Allottee/s. The plans, specifications, images and other details herein are only indicative and the Promoter reserves the right to change any or all. The printed material does not constitute a contract / offer of any type between the Promoter and the Allottee/s.
9. The Promoter shall give possession of the said Apartment to the Allottee/s on or before _____ day of _____ 20____. In case, the Promoter fails or neglects to give possession of the said Apartment to the Allottee/s on account of reasons beyond its control and of its agent/s by the aforesaid date, upon such event, the Promoter shall be liable, on demand, to refund to the Allottee/s the amounts already received by it in respect of the said Apartment with interest at the same rate, as mentioned in the clause 6.1

herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion, act of terrorism or act of GOD,
- (ii) any notice, order, rule, notification of the Government and/or other public authority, Pune Municipal Corporation /court.
- (iii) non-availability of steel, cement or any other building materials, water or electric supply,
- (iv) any delay on the part of Pune Municipal Corporation or any other Public Body or Authority including MSEDCL 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,
- (v) the Allottee/s has/have committed any default in payment of installment as mentioned in clause No.3(a) (without prejudice to the right of Promoter to terminate this agreement under clause 6.2 mentioned herein above),
- (vi) any extra work/addition required to be carried in the said Apartment, as per the requirement and at the cost of the Allottee/s,
- (vii) any other reasons beyond the control of the Promoter.

10.1. PROCEDURE FOR TAKING POSSESSION:

The Promoter, upon obtaining the occupancy/completion certificate from the Pune Municipal Corporation and the payment made by the Allottee/s as per the agreement, shall offer in writing the possession of the said Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 (fifteen days from the date of issuance of such notice) and the Promoter shall give possession of the said Apartment to the Allottee/s. The Promoter agrees and undertakes

to indemnify the Allottee/s, in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee/s 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/s in writing within 7 days of receiving the occupancy/ completion certificate of the said Project.

10.2. The Allottee/s shall take possession of the said Apartment within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Apartment is ready for use and occupancy.

10.3. FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF THE SAID APARTMENT:

Upon receiving a written intimation from the Promoter as per clause 10.2 hereinabove, the Allottee/s shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the said Apartment to the Allottee/s. In case, the Allottee/s fail/s to take possession within the time provided in clause 10.1 herein above, such Allottee/s shall continue to be liable to pay maintenance charges, as applicable.

10.4. If within a period of five years from the date of handing over the said Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Apartment or building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, provided regular maintenance and due care has been taken by

the Allottee/s to keep the said Apartment in good and habitable conditions and repairs,

PROVIDED FURTHER that the Allottee/s shall not carry out any alterations of whatsoever nature in the said Apartment and/or in the fittings provided therein by the Promoter, and in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erections in the bathroom, which may results in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

10.4.1. The word “defect” hereinabove stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter herein itself and shall not mean defects caused by normal wear and tear, negligent use of the said Apartment by the Allottee/s, abnormal fluctuations in temperatures, abnormal heavy rains etc.

10.4.2. The said Project as a whole has been conceived, designed and being constructed based on the commitments and warranties given by the vendors/ manufacturers, who has/have supplied the requisite instruments, equipments, fixtures and fittings therein, which shall be maintained by the Apartment Allottees Organization and/or the Allottee/s, as the case may be, by entering into maintenance / warranty contracts with the original manufacturer/s and/or their authorised service agents, so as to keep it in proper working condition to continue warranty. Further, where the manufacturer warranty as disclosed by the Promoter to the Allottee/s expires before the defects liability period, upon such event, such warranties shall be covered under the comprehensive maintenance warranty contract or extended warranty contract by the Apartments Allottees Organisation or the Allottee/s of the said Apartment, as the case may be and if the annual maintenance contract/s is/are not done /

renewed, as aforesaid,, upon such event, the Promoter shall not be responsible for any defects occurring due to the same.

10.4.3. That the allottee/s has/have been made aware and the allottee/s expressly agree/s that the regular wear and tear of the Apartment / Building includes minor hairline cracks on the external and internal walls excluding the RCC structure, which happens due to variation in temperature and which do not amount to structural defects and as such cannot be attributed to either bad workmanship or structural defect,

PROVIDED FURTHER THAT any deviation in usage / maintenance of the said Apartment in contravention of User Manual shall amount to default on the part of the allottee/s towards proper maintenance of the apartment / building and the Apartment Allottees Organisation and/or the allottee/s shall not be entitled to claim any compensation on whatsoever ground against defect liability from the Promoter.

11. The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purpose for which its plan is sanctioned. He/she/they shall use the parking space only for the purpose of keeping or parking vehicle.
12. The Allottee/s alongwith other allottees of the Apartments in the building shall join in forming and registering the Society or Association of Apartment Holders to be known under the name and style as **ATLANTIS CITY** or in such other 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 of Apartment Holders and for becoming a member, including the byelaws 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/s,

so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws or deed of declaration, as the case may be, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

13. The Promoter shall, within three months of registration of the Society or Association of Apartment Holders, as aforesaid, cause to be transferred to the Society all its right, title and the interest in the Project Land and building thereof in which the said Apartment is situated by executing conveyance thereof or in case of Apartment Holders Association, the conveyance of apartment in the name/s of Allottee/s.
14. Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the said Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the Project Land and building/s namely local taxes, betterment charges or such other levies by the PMRDA and/or such other government authorities, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and building. Until the Society or Association of Apartment Holders is formed and the Project Land and the building constructed thereon is transferred to the Society or the Allottee/s, as the case may be, as aforesaid, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s share is so determined, the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a

conveyance of the Project Land and the building thereof is executed in favour of the society or the Allottee/s as aforesaid. On such conveyance being executed for the Project Land with the building or the Allottee/s the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or Association of Apartment Holders, as the case may be.

15. The Allottee/s shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts: -
- (i) Rs._____ for share money, application entrance fee of the Apartment Holders Organization.
 - (ii) Rs._____ for formation and registration of the Apartment Holders Organization.
 - (iii) Rs._____ for proportionate share of taxes and other charges/levies in respect of the Apartment Holders Organization
 - (iv) Rs._____ or deposit towards provisional monthly contribution towards outgoings of Apartment Holders Organization.
 - (v) Rs._____ for deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs._____ for deposits of electrical receiving and Sub Station provided.
16. The Allottee/s shall pay to the Promoter a sum of Rs._____ for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with formation of the said Society or Apartment Holders Organization, as the case may be and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

17. At the time of registration of conveyance of the Project Land and building thereof, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable by the Society on such conveyance or any document or instrument of transfer in respect of the Project Land and the building thereof or in case of Apartment Holders Organization by the Allottee/s, as the case may be.

18. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee/s 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 thereof for implementation of the said Project,
- (ii) The Promoter has lawful rights and requisite approvals from the PMRDA to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development thereof,
- (iii) There are no encumbrances upon the Project Land or the said 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 the said Project,
- (v) All approvals, licenses and permits issued by the PMRDA in respect of the Project Land and building being constructed thereon 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 PMRDA with respect to the Project Land and building being constructed thereon 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 Land and building being constructed thereon 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/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 Project Land and the said Apartment which will, in any manner, affect the rights of the Allottee/s under this Agreement,
- (viii) The Promoter confirms that it is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner, as contemplated in this Agreement,
- (ix) At the time of execution of the conveyance deed of the Project Land and the building thereof to the Apartment Holders Organization, the Promoter shall handover lawful, vacant, peaceful and physical possession of the common areas of the said Project 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 in respect of the said Project to the PMRDA and/or such other government 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) has been received or served upon the Promoter in respect of the Project Land.

19. The Allottee/s with intention to bring all persons into whose hands the said Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the said Apartment at the Allottee/s' own cost in good and tenable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to building in which the said Apartment is situated, which may be against the rules, regulations or bye-laws or change/alter or make addition therein and/or the said Apartment itself or any part thereof without the consent of the PMRDA, if required.
- ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction of building in which the said Apartment is situated or storing of which goods is objected to by the PMRDA and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure thereof, including entrances of building and in case any damage is caused thereto or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the PMRDA or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the PMRDA and/or such other public authority.
- iv. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of

building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of building thereof and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Apartment without the prior written permission of the Promoter and/or Apartment Holders Organization .

- 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 building in which the said 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 building in which the said Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the PMRDA and/or such other government authorities for giving water, electricity or any other service connection to building in which the said 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 PMRDA and/or such other government authorities, on account of change of user of the said Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.

- x. The Allottee/s shall observe and perform all the rules and regulations of the Apartment Holders Organization, as may adopted by it, at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the 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 PMRDA and of such other government authorities. The Allottee/s shall also observe/s and perform/s all the stipulations and conditions laid down by the Apartment Holders Organization regarding the occupancy and use of the said Apartment in 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 Project Land and the building constructed thereon consisting of building in which the said Apartment is situated is executed in favour of Society or in case of formation of Apartment Holders Association, conveyance of the said Apartment in the name of Allottee/s, he/she/they 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 Buildings or any part thereof to view and examine state and condition thereof.
20. The Promoter shall maintain a separate account in respect of sums received by it from the Allottee/s, as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association of Apartment Holders or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the Project Land and building or any part thereof.

The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her /them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the Project Land and the building thereof is transferred to the Apartment Holders Organization.

22. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s, who has taken or agreed to take the said Apartment.

23. **BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the schedules alongwith the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/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 Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever, however by deducting the amount of stamp duty and registration fees and such other charges incurred

by the Promoter for preparation of the Agreement in respect of the said Apartment.

24. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexure, constitutes the entire Agreement in respect of the said Apartment between the parties and supersedes all understandings, any other agreements, allotment letter, correspondences, and arrangements whether written or oral, if any, between the parties in respect thereof.

25. **RIGHT TO AMEND**

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

26. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE / SUBSEQUENT ALLOTTEE/S**

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 Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

27. **SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottee/s has/ have to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the Apartments in the said Project.

29. **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.

30. **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 parties hereto and after the Agreement is duly executed by the Allottee/s and Promoter or simultaneously with the execution the said Agreement shall be registered at the office of Sub-Registrar. Thus, this Agreement shall be deemed to have been executed at Pune.

31. The Allottee/s shall present this Agreement as well as the Conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

32. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered

Post A.D and notified Email ID at their respective addresses specified below:

Name of Allottee/s

(Allottee/s Address)

Notified Email ID: _____

M/s Promoter name

(Promoter Address)

Notified Email ID: _____

It shall be the duty of the Allottee/s 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 or email, failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/s, as the case may be.

33. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee/s whose name/s appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

34. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee/s.

35. DISPUTE RESOLUTION

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

36. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with

the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement.

37. **OVERRIDING EFFECT**

This Agreement constitutes and is the repository of the entire agreement between the parties hereto relating to the subject matter hereof and supersede and cancel all previous agreements, negotiations and representations in respect thereto.

38. **STAMP DUTY:**

Location:

The Project Land is located at Lohegaon in the Sector _____ of the Ready Reckoner of 2017/18.

Prescribed Rate : Rs._____/ - per sq.mt.

Carpet area of the Flat : _____ sq.mt.

Restricted area

(i) Attached Terrace : _____ sq.mt. x 40%

(ii) Covered/Open Parking : _____ sq.mt. x 25%

User : Residential and Non-Residential

Agreed price : Rs._____/ -

Prescribed valuation : Rs._____/ -

Stamp duty paid : Rs._____/ -

Registration charges paid : Rs._____/ -

SCHEDULE - "I"

(Description of the **PROJECT LAND**)

(i) the portion admeasuring Hectare 2.16 Are (21600 sq.mt.) (said **PLOT-A**) and (ii) the portion admeasuring Hectare 0.11.76 Are (1176 sq.mt.) (said **PLOT-B**), both carved out of all that piece and parcel of the land bearing Survey No.283 Hissa No.1, admeasuring Hectare 2.49 Are plus potkharaba Hectare 0.39 Are thus total Hectare 2.88 Are, assessed at Rs.4=40 Paise, situate at village Lohegaon, within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti Haveli,

Grampanchayat Lohegaon, Registration District Pune, Sub Registrar, Haveli, Pune.

The said Plot-A and the said Plot-B (i.e. *collectively* the Project Land) is bounded by as under:

East : Porwal road

South : 80 ft Lohegaon-Dighi road and Survey No.283/1

West : Boundaries of Lohegaon-Dhanori

North : Survey No.284 and part of Survey No.283/1

together with easement, appurtenances, pathways, ingress, egress, incidental and other ancillary rights thereto.

SCHEDULE- "II"

(Description of the said **APARTMENT**)

Residential Unit bearing No._____ having carpet area admeasuring _____ sq.mt. (_____ sq.ft.), alongwith adjacent terrace admeasuring _____ sq.mt. (_____ sq.ft.), located on the _____ floor in the Building No._____, as shown in the floor plan annexed hereto, being constructed upon the Project Land described in the SCHEDULE "I" written hereinabove together with exclusive right to use ground floor parking No.____ in the Building No.____, admeasuring about _____ sq.mt. (_____ sq.ft.), as shown in the parking floor plan annexed hereto, by way of facility

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered to each other this Agreement on the date hereinbefore first mentioned.

Yuvraj Jawanmal Jain / Vikas Pannalal Gupta / Pawan Bhagatram Gupta, Partners, M/s. Surya Housing (PROMOTER) and constituted attorney of the CONSENTING PARTIES	
Photo	L.H.T.I. & Signature

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ALLOTTEE NO.1	
Photo	L.H.T.I. & Signature

ALLOTTEE NO.2	
Photo	L.H.T.I. & Signature

Witnesses	
Name & Address	Signature

ANNEXURE "A"

Date: _____

TITLE CERTIFICATE**1. DESCRIPTION OF THE PROPERTY:**

(i) the portion admeasuring Hectare 2.16 Are (21600 sq.mt.) (said **PLOT-A**) and (ii) the portion admeasuring Hectare 0.11.76 Are (1176 sq.mt.) (said **PLOT-B**), both carved out of all that piece and parcel of the land bearing Survey No.283 Hissa No.1, admeasuring Hectare 2.49 Are plus potkharaba Hectare 0.39 Are thus total Hectare 2.88 Are, assessed at Rs.4=40 Paise, situate at village Lohegaon, within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti Haveli, Grampanchyat Lohegaon, Registration District Pune, Sub Registrar, Haveli, Pune.

On the basis of the relevant documents and revenue record made available and information given to me and subject to whatever stated in my Title Report of even date, I am of the opinion that:

- a. The said Plot-A is vested in the ownership of (1) Baban Shivram Moze, for self and karta and manager of his Hindu Undivided Family, (2) Mrs.Meerabai Baban Moze, (3) Somnath Baban Moze and (4) Ramnath Baban Moze (*collectively* said **MOZES**), which is free from encumbrance and doubt and they have clean, clear and marketable title thereto, subject to the development rights vested with **M/s. SURYA HOUSING**, a registered partnership firm, having its office at, 410, Ashashdeep Society, Khadki, Pune (said **PROMOTER**) and the said Plot-B is vested in the ownership of the said Promoter, which is free from encumbrance and doubt and the respective owners thereof have clean, clear and marketable title thereto.
- b. The said Promoter is entitled to undertake development work upon the said Plot-A and the said Plot-B by implementing ownership scheme therein and dispose it off to the intending buyers on ownership basis or deal with the same in any other manner, excluding 46% of the units, out of the total units to be constructed upon the said Plot-A, to the said Mozes.

ADVOCATE

ANNEXURE “B”

7/12 extract

ANNEXURE “C-1”

Layout Plan

ANNEXURE “C-2”

Building Plan

ANNEXURE “C2A”

Proposed Building Plan showing future proposed development

ANNEXURE “C-3”

Apartment Floor Plan

ANNEXURE “D”

Brief Specifications

Structure	: R.C.C. Framed Structure.
Doors	: Anti theft Decorative main door, Flush doors with brass / C.P. fittings for Bedrooms & Toilets.
Windows	: Powder coated aluminium sliding windows with mosquito net, grill and marble sills.
Flooring	: Vitrified or equivalent tiles with skirting for entire unit, Antiskid Ceramic tiles on the terrace.
Common Flooring	: Green Marble in lobbies and staircase.
Kitchen	: Chequered tiles / paving blocks in car park.
Wiring	: Black granite kitchen platform with stainless steel sink and glazed tile dado up to lintel level.
Wiring	: Concealed copper wiring in all rooms, modular switches.
Masonry	: Brick masonry for external and internal walls.
Wall finishes	: Internal Wall with Neeru finished cement plaster. External wall with sand faced cement plaster.
Toilets	: Anti Skid Ceramic flooring & coloured glazed tiles dado upto 7" feet jaguar or equivalent chromium plated fittings.
Plumbing	: Concealed plumbing.

Painting : Oil bound distemper on walls and ceiling & Synthetic enameled paint on doors. Cement/ Tex paint for external walls.

ANNEXURE “E”

Common Amenities and Facilities

- 1) Compound wall and main gate
- 2) Parking area, excluding the parking lots allotted to the respective allottees
- 3) Underground and overhead water tank
- 4) Children’s play area
- 5) Gymnasium
- 6) Multipurpose hall
- 7) Swimming pool
- 8) Yoga meditation area
- 9) Landscape garden
- 10) Elevators
- 11) Power back up for lift and common areas

ANNEXURE “F”

Project Registration