**ATLANTE**

**TATHAWADE**

**MAHA RERA Registration No. P52100016663**

**AGREEMENT**

**THIS AGREEMENT** is made and executed at Pune on this \_\_\_\_ day of \_\_\_\_\_Two Thousand and Nineteen.

**BETWEEN**

**Pyramid Infraventure LLP,** a limited liability partnership firm duly registered under the provisions of the Limited Liability Partnership Act, 2008 having LLP Identification No. AAK - 0487, PAN No. AAUFP5143K having address at: Office No. 6, 3rd floor, Shrinivas Classic, Above Corporation Bank, Shambu Vihar Society, baner Road, baner, Pune 411045 through the hands of anyone of its designated Partners **(i) Mr. Pradip Dinkar Tatawar,** Age: adult, Occupation: Business, PAN No. AAVPT2028E, **(ii) Mr. Prasad Pradip Tatawar,** Age: adult, Occupation: Business, PAN No. AIFPT5649D, **(iii) Mr. Chandrakant Baburao Suramwar** Age: adult, Occupation: Business, PAN No. ASCPS9678N, No. (i) to (iii) having address at: Office No. 6, 3rd Floor, Shriniwas Classic, Above Corporation Bank, Baner, Pune -411045; Hereinafter referred to or called as a “**THE PROMOTERS**”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said partnership firm and the present and future partners constituting the said firm and their respective heirs, executors, successors, administrators and assigns)

....**OF THE FIRST PART.**

**AND**

**(1) Mr. / Mrs.**  **PRASAD SHIVAJI DHAMAL**

Age: 33 years, Occupation: Service, , PAN No. ALUPD0459K Residing at 2A, SAMARTH SUNAKO HEIGHTS, CHAITANYA NAGAR, PUNE - 411043

Email: prasaddhamal@gmail.com

**(2) Mr. / Mrs.**  **,** Age: - years, Occupation: , PAN No. , Residing at .

Email: .

Hereinafter referred to or called as “**THE PURCHASER/S**” (which expression unless repugnant to the context or meaning there of shall mean and include the Purchaser/s alone and shall include his/her/their heirs, executors, administrators and successors so far as the obligations on the part of the Promoters are concerned and Purchaser/s shall not be entitled to assign or transfer his/her/their rights, title and interest under this agreement)

....**OF THE SECOND PART.**

**AND**

**(1) Mr. PRASAD SHIVAJI DHAMAL**, Age: 33, Occupation: Service, PAN No. ALUPD0459K, having office at: Unit No. B -203, 2A, SAMARTH SUNAKO HEIGHTS, CHAITANYA NAGAR, PUNE - 411043 and **(2) ,** Age: , Occupation: , PAN No. , . **(3) ,** a duly registered partnership firm under Indian Partnership Act, 1932 having its principal place of business at: . PAN No. , through the hands of one of its Partner Mr. Deepak Vilasrao Jagtap, Age: adult, Occupation: Business, having office at: Unit No. 501, Karan Tej Bonita, 1187/16, Deshmukh Marg, Shivajinagar, Pune 411005 No. 1 to 3 through the hands of any one of their Constituted Attorney **(i) Mr. Prasad Pradip Tatawar,** Age: adult, Occupation: Business, PAN No. AIFPT5649D and/or **(ii) Mr. Chandrakant Baburao Suramwar** Age: adult, Occupation: Business, PAN No. ASCPS9678N, both having address at: Office No. 6, 3rd Floor, Shriniwas Classic, Above Corporation Bank, Baner, Pune - 411045; Hereinafter referred to or called as “**THE CONSENTING PARTY**” (which expression unless repugnant to the context or meaning thereof shall mean and include in case of individuals their respective heirs, executors, successors, administrators and assigns and in case of partnership firm, the said partnership firm and the present and future partners constituting the said firm and their respective heirs, executors, successors, Administrators and assigns)

..**. OF THE THIRD PART**

**W H E R E A S**

1. The Consenting Party No. 1 and 2 herein are the absolute owners of and otherwise well and sufficiently entitled to and seized and possessed of all those pieces or parcels of non agricultural land collectively admeasuring 1 Hectare 22 Ares i. e. 12200 square metres being (I) Survey No. 56 Hissa No. 2/1 admeasuring 30 Ares assessed at Rs. 1=19 paise, (ii) Survey No. 56 Hissa No. 2/2 admeasuring 30 Ares assessed at Rs. 1=19 paise, (iii) Survey No. 56 Hissa No. 2/3 admeasuring 31 Ares assessed at Rs. 1=31 paise and (iv) Survey No. 56 Hissa No. 2/4 admeasuring 31 Ares assessed at Rs. 1=32 paise situate at village Tathawade, Taluka Mulshi, District Pune and within the limits of the Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune (hereinafter referred to as “**the Land”**) and more particularly described in the **First Schedule** hereunder written and delineated in red colour boundary line on the plan annexed hereto as Annexure **“1”**.
2. The Title of the Consenting Party No. 1 and 2 to the said land and the rights of the Promoters to develop the said land are enumerated herein below:-
3. It is clarified for the purposes of clarity each Survey Number along with its Hissa Numbers have separately been deal therein.
4. **Survey No. 56 Hissa No. 2**
5. The said Survey Nos. 56/2 of village Tathawade was originally owned and possessed by one Mr. Ganeshmal Bhikamdas Marvadi prior to the year 1930.
6. The said Mr. Ganeshmal Bhikamdas Marvadi expired intestate on 12/5/1937 leaving behind his only son and legal heir namely Mr. Indrabhan Ganeshmal Marvadi. Pursuant thereto the name of the said legal heir was mutated in the revenue records vide mutation entry no. 213.
7. By a Sale Deed dated 14/3/1950, the said Mr. Indrabhan Ganeshmal Marvadi alias Lunkud has absolutely sold and conveyed the said Survey No. 56/2 unto and infavour of Mr. Babu Savleram Pawar for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 432.
8. One Mr. Shankar Ganpat Gaikwad was a simple tenant and hence his name was mutated in the revenue records vide mutation entry no. 434. The said Mr. Shankar Ganpat Gaikwad was not in possession of the said Survey No. 56/2 for more than a continuous period of two years and hence his name was deleted from the revenue records vide mutation entry no. 725.
9. The mutation entry No. 1081 pertains to the Indian Coinage Act, 1955 and the Maharashtra State Weights and Measures Enforcement Act, 1958 and is applicable to the entire village Tathawade.
10. The said Mr. Babu Savleram Pawar had obtained a ekkar loan to the tune of Rs. 5,000/-from Wakad VividKaryakari Sahakari Society. Pursuant thereto the charge of the said society was mutated in the revenue records vide mutation entry no. 1182.
11. The said Mr. Babu Savleram Pawar had obtained a loan from Pune District Land Development Bank and pursuant thereto the charge of the said bank was mutated in the revenue records vide mutation entry no. 1140. The said loan was duly repaid and hence the charge and name of the said bank was deleted from the revenue records vide mutation entry no. 1208.
12. The said Mr. Babu Savleram Pawar and his sons had partitioned the said Survey No. 56/2 under the provisions of section 85 of The Maharashtra Land Revenue Code, 1960 and pursuant to the Order passed in Case No. Vatap/21/82dated7/6/1982 by the Tahasildar, Mulshi, the said Survey No. 56/2 was partitioned and were allotted as under:

|  |  |
| --- | --- |
| **New Survey Nos and area** | **Name of the Allottee Owners** |
| Survey No. 56/2/1 admeasuring 30 Ares | Mr. Baban Baburao Pawar |
| Survey No. 56/2/2 admeasuring 30 Ares | Mr. Dashrath Baburao Pawar |
| Survey No. 56/2/3 admeasuring 31 Ares | Mr.Arjun Baburao Pawar |
| Survey No. 56/2/4 admeasuring 31 Ares | Mr. Popat Baburao Pawar |

Pursuant thereto the names of the said owners were accordingly mutated in the revenue records vide mutation entry no. 1380.

**III. Survey No. 56 Hissa No. 2/1 admeasuring 30 Ares**

1. By a Sale Deed dated 23/7/2008 registered with the office of the Sub Registrar Haveli No. 15 at serial no. 5089/2008, the said Mr. Baban Baburao Pawar, Mrs. Kondabai Baban Pawar, Mr. Avinash Baban Pawar, Mr. Dattatraya Baban Pawar, Mr. Prakash Dattatraya Pawar, Mr. Digambar Dattatraya Pawar, Mr. Vinayak Baban Pawar, Mr. Ravindra Baban Pawar, Mrs. Mangal Baban Pawar and Mrs. Vimal Dilip Dabhade have absolutely sold and conveyed the said Survey No. 56/2/1 unto and infavour of Mr. Deepak Vilasrao Jagtap (20 Ares) and Mr. Nivrutti Sudamrao Navale (10 Ares) for consideration and on certain terms and conditions. Pursuant thereto the names of the said purchasers were mutated in the revenue records vide mutation entry no. 4572.

**IV. Survey No. 56 Hissa No. 2/2 admeasuring 30 Ares**

1. The said Mr. Dashrath Baburao Pawar and his family members had partitioned the said Survey No. 56/2/2 under the provisions of section 85 of The Maharashtra Land Revenue Code, 1960 and pursuant to the Order passed in Case No. jamin/vibhajan/SR/9/96dated14/3/1996 by the Tahasildar, Mulshi, the said Survey No. 56/2/2 was partitioned and were allotted as (i) Mr. Maruti Dashrath Pawar (15 Ares) and (ii) Mr. Bajirao Dashrath Pawar (15 Ares). Pursuant thereto the names of the said owners were accordingly mutated in the revenue records vide mutation entry no. 2519.
2. By a Sale Deed dated 4/4/2008 registered with the office of the Sub Registrar Haveli No. 11 at serial no. 3555/2008, the said Mr. Maruti Dashrath Pawar, Mrs. Nirmala Maruti Pawar, Mr. Amol Maruti Pawar, Mr. Bajirao Dashrath Pawar and Mrs. Vaishali Bajirao Pawar have absolutely sold and conveyed the said Survey No. 56/2/2 unto and in favour of Mr. Deepak Vilasrao Jagtap (20 Ares) and Mr. Nivrutti Sudamrao Navale (10 Ares) for consideration and on certain terms and conditions. Pursuant thereto the names of the said purchasers were mutated in the revenue records vide mutation entry no. 4551.

**V. Survey No. 56 Hissa No. 2/3 admeasuring 31 Ares**

1. The said Mr. Arjun Baburao Pawar expired intestate on 18/10/2008 leaving behind his legal heirs namely (i) Mr. Bharat alias Bhaskar Arjun Pawar – son, (ii) Mr. Sharad Arjun Pawar – son, (iii) Ms. Malati Deepak Kunjir – daughter, (iv) Mrs. Maina Avinash Parakhi – daughter and (v) Smt. Chhabubai Arjun Pawar – widow. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 4671.
2. By a Sale Deed dated 17/2/2010 registered with the office of the Sub Registrar Haveli No. 1 at serial no. 1637/2010, the said Mr. Bharat alias Bhaskar Arjun Pawar, Mr. Sharad Arjun Pawar, Smt. Chhabubai Arjun Pawar, Mrs. Malati Deepak Kunjir and Mrs. Maina Avinash Parakhi have absolutely sold and conveyed the said Survey No. 56/2/3 unto and in favour of Mr. Deepak Vilasrao Jagtap (20.5 Ares) and Mr. Nivrutti Sudamrao Navale (10.5 Ares) for consideration and on certain terms and conditions. Pursuant thereto the names of the said purchasers were mutated in the revenue records vide mutation entry no. 5131.

**VI. Survey No. 56 Hissa No. 2/4 admeasuring 31 Ares**

1. The said Mr. Popat Baburao Pawar had obtained a loan to the tune of Rs. 2,50,000/-from Prerna Cooperative Bank and pursuant thereto the charge of the said bank was mutated in the revenue records vide mutation entry no. 3149. The said loan was duly repaid and hence the charge and name of the said bank was deleted from the revenue records vide mutation entry no. 3817.
2. By a Sale Deed dated 4/8/2010 registered with the office of the Sub Registrar Haveli No. 19 at serial no. 7175/2010, the said Mr. Popat Baburao Pawar has with the consent of Mrs. Subhadra Popat Pawar, Mr. Sandeep Popat Pawar, Mr. Ajit Popat Pawar, Mrs. Shavani Shrikant Jagtap and Mrs. Rupali Vijay Galande have absolutely sold and conveyed the said Survey No. 56/2/4 unto and in favour of Mr. Deepak Vilasrao Jagtap (20.5 Ares) and Mr. Nivrutti Sudamrao Navale (10.5 Ares) for consideration and on certain terms and conditions. Pursuant thereto the names of the said purchasers were mutated in the revenue records vide mutation entry no. 5247.

**VII. Common flow of title**

1. As stated hereinabove, the said of Mr. Deepak Vilasrao Jagtap and Mr. Nivrutti Sudamrao Navale were the absolute owners of the said land.
2. By a Development Agreement dated 17/8/2013 registered with the office of the Sub Registrar Haveli No. 19 at serial no. 9965/2013, the said Mr. Nivrutti Sudam Navale has granted unto and in favour of M/s. Mithala Anshul Promoters and Builders the exclusive development rights and authority to develop an undivided portion admeasuring 41 Ares out of the said land for consideration and on certain terms and conditions. In pursuance to the said Development Agreement, the said Mr. Nivrutti Sudam Navale has executed a Power of Attorney dated 17/8/2013 registered with the office of the Sub Registrar Haveli No. 19 at serial no. 9966/2013 in favour of the nominee and partner of M/s. Mithala Anshul Promoters and Builders interalia vesting in him with several powers and authorities pertaining to a portion admeasuring 41 Ares out of the said land.
3. By an Agreement for Development dated 7/11/2017 registered with the office of the Sub Registrar Haveli No. 11 at serial no. 11175/2017, the said Mr. Deepak Vilasrao Jagtap and Mr. Nivrutti Sudam Navale as Owners have with the consent of M/s. Mithala Anshul Promoters and Builders have granted unto and in favour of Pyramid Infraventure LLP, the exclusive development rights and authority to develop the said land for consideration and on certain terms and conditions. In pursuance to the said Agreement for Development, the said Mr. Deepak Vilasrao Jagtap, Mr. Nivrutti Sudam Navale and M/s. Mithala Anshul Promoters and Builder s herein have executed a Power of Attorney dated 7/11/2017 registered with the office of the Sub Registrar Haveli No. 11 at serial no. 11176/2017 in favour of the nominees and partners of Pyramid Infraventure LLP interalia vesting in them jointly and/or severally with several powers and authorities pertaining to the said land.

**VIII. Names of the Owners of the said land**

|  |  |
| --- | --- |
| **Survey Nos. and area** | **Name of the Owners** |
| Survey No. 56/2/1 admeasuring 30 Ares | Mr. Deepak Vilasrao Jagtap (20 Ares)  Mr. Nivrutti Sudam Navale (10 Ares) |
| Survey No. 56/2/2 admeasuring 30 Ares | Mr. Deepak Vilasrao Jagtap (20 Ares)  Mr. Nivrutti Sudam Navale (10 Ares) |
| Survey No. 56/2/3 admeasuring 31 Ares | Mr. Deepak Vilasrao Jagtap (20.5 Ares)  Mr. Nivrutti Sudam Navale (10.5 Ares) |
| Survey No. 56/2/4 admeasuring 31 Ares | Mr. Deepak Vilasrao Jagtap (20.5Ares)  Mr. Nivrutti Sudam Navale (10.5Ares) |

1. In these circumstances the Consenting Party No. 1 and 2 herein are the owners of and otherwise well and sufficiently entitled to and/or entitled to the said land more particularly described in the **First Schedule** here under written and hereinafter referred to as **“the said land”** and the Promoters herein are entitled to develop the said land in terms of the above recited deeds and documents.
2. The Promoters herein have appointed Mr. Siddharth Harishchandrakar, Architect having office at 4th floor, Patil Arcade Apartment, Near Sharda Centre, Khilare Road, Erandwane, Pune 411004 as its Architect and JW Consultant LLP having office at Sai Radha, Office No. 201, 2nd Floor, 100 Kennedy Road, Behind Hotel Sheraton Grand, Pune – 411001 as its Structural Engineers for the preparation of the Drawings and structural design of the building/s which is/are under construction on the said land and have agreed to accept their professional services and supervision. The Promoter has engaged the aforesaid professionals and has hired their professional services, consultations, supervision, etc. till the completion of the said Project, however, the Promoter has reserved its right to change the aforesaid Architect, Structural Engineer or any other professional, at its sole discretion, if so required, before the completion of the said Project and appoint new Architect, structural engineer or any other professional, as the case maybe.
3. The Promoters have obtained the following permissions and sanctions from various authorities for the development of the said land and the same are enumerated here under :-

(i) The Pimpri Chinchwad Municipal Corporation vide Commencement Certificate bearing no. BP/Tathawade/13/2013 dated 24/7/2013 and revised vide Commencement Certificate bearing no. BP/Tathawade/ 23/2018 dated 11/5/2018 and revised vide Commencement Certificate bearing nos. BP/Tathawade/ 49/2018 dated 11/10/2018 and BP/Tathawade/ 02/2019 dated 11/01/2019.

(ii) The Collectorate, Pune vide its Order bearing No. PMH/NA/SR/457/2013 dated 28/11/2013 has permitted the non agricultural use of the said property less an area admeasuring 595.22 square metres out of the said property affected by Road.

(iii) The State Level Environment Impact Assessment Authority vide its Letter bearing No. SEAC-2013/CR-267/TC-2 dated 31/12/2015 and revised vide Letter bearing No. SEAC-2013/CR-267/TC-2 dated 03/10/2018 has granted the Environmental Clearance for the project to be developed on the said land.

1. In light of the aforesaid transactions, the Promoters herein have absolute authority to obtain revised sanction to the building layout and building plans and to develop the said land by constructing multistoried buildings on the said land and have absolute right to sell, lease, mortgage, etc. the tenements in the buildings which is/are under development, construction or to be developed and constructed on the said land and further have absolute authority and right to allot exclusive right to use terraces, reserved/restricted areas, garden area, space for advertisements on the said land, terrace of the buildings, etc. in the buildings, which is under development, construction or to be developed or constructed on the said land by the Promoters and to enter in to agreements with the Purchasers, Mortgagees, lessees, etc. and to receive sell price and deposit and other charges in respect thereof.
2. The Promoters herein have disclosed that they are developing a project to be known as **“ATLANTE”** on the said land comprising of 3 (three) commercial cum residential buildings namely Building No. “A”, Building No. “B” and Building No. “C” having commercial and residential tenements and having a common basement and Podium for all buildings and having commercial tenements on the ground level at Building No. “A”, “B” and “C”.
3. Pursuant to the coming into force of the Real Estate (Regulation and Development Act, 2016, the Promoters shall have got itself registered for project “Atlante” under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority and the necessary Registration Certificate of Project bearing Project Registration No. P52100016663 dated 05.06.2018 thereto has been issued.
4. The Promoters have disclosed each Building namely Building No. “A”, Building No. “B” and Building No. “C” would be comprising of maximum of 21 (twenty one) floors and at present as per the sanctioned building plans (i) the said Building No. “B” would comprise of parking floor and 20 (twenty) upper floors, (ii) the said Building No. “C” would comprise of parking floor and 1 (one) upper floors, (iii) the said Building No. “A” would comprise of parking floor and 1 (one) upper floors and Commercial tenements on the Ground floor.
5. The Building No. “A” commercial has been sanctioned with the buildable potential having FSI of 2294.82 square metres (built up) and Residential buildable potential having FSI of 130.05 square metres (built up) . The Building No. “B” has been sanctioned with the buildable potential having FSI of 6326.44 square metres (built up). The Building No. “C” has been sanctioned with the buildable potential having FSI of 239.80 square metres (built up). The total buildable potential having FSI of 8991.11 square metres (built up) has been sanctioned for the said project as on date and that the Promoters shall further load further FSI to the tune of 23337.05 square metres or more in and upon the aforesaid buildings by revising the building plans so that they shall consume the entire buildable potential of the said land having FSI to the tune of 20309.33 square metres or more in due course of time.
6. The Promoters have disclosed that they would commence the construction of (I) commercial tenements in Building No. “A, (ii) Building No. “B” and (iii) Building No. “C” as sanctioned by the concerned authorities. The Promoters would be revising the building plans for the additional floors upon the said buildings in due course of time to load the entire buildable potential.
7. The Promoters have also disclosed to the Purchaser/s that they would form and register a one Cooperative Housing Society under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for the said project comprising of Building No. “A”, Building No. “B” and Building No. “C” and that the society would be formed after the booking of 51% of the tenements in the said Project (comprising of Building No. “A”, Building No. “B”, Building No. “C”,).
8. The Promoters have further disclosed that they have mortgaged the said land in favour of State Bank of India and have obtained financial assistance for the development of the said project.
9. The Promoters have further disclosed that all the residential tenement purchasers in the said Building No. “A”, Building No. “B” and Building No. “C” shall be entitled to use all the common amenities and facilities which are to be provided by the Promoters in the Project.
10. The Promoters have further disclosed that the commercial tenement holders will not have a right to use the common amenities and facilities to be provided in the project and that no car parking or scooter parking spaces shall be allotted to them in the basement/podium or stilt floors. The access to the commercial tenements is separate from that of the residential tenement purchasers.
11. The Promoters have further disclosed to the Purchaser/s that there are no litigations pending in respect of the said land and/or the said project.
12. While sanctioning the said plans the concerned authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said project on the said land and the said building/s and upon the 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.
13. The Purchaser/s herein has/have demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the aforesaid Architect of the Promoters and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.
14. The copy of the plan showing the said land is annexed here to as Annexure –“1”. The copy of the Certificate of the Title of the said land issued by the Advocate of the Promoters herein is annexed hereto as Annexure –“2”. The copies of the 7/12 extract/Property Extract Card of the said land showing the nature of the title of the Promoters is annexed hereto as Annexure – “3”. The copy of the floor plan the said Premises agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure –“4”. The copy of the latest Commencement Certificate is annexed hereto as Annexure –“5A” being sanction to the building/s plans. The copy of the NA Order is annexed hereto as Annexure – “5B”. The copy of the RERA Registration Certificate is annexed hereto as Annexure – “5C”. The amenities and specifications herein are agreed to be provided by the Promoters in the said Premises which is agreed to be purchased by the Purchaser/s herein are stated in Annexure – “6” annexed hereto. The Power of Attorney of the person/s admitting the registration on behalf of the Promoters and Consenting Party is annexed hereto as Annexure –“ 7”. The photo identity of the Promoters and the Purchaser/s is annexed hereto as Annexure – “8”.
15. The Promoters have disclosed that they have obtained the necessary permissions and sanctions to the plans, the specifications, elevations, sections and the said building for the commencement of the development of the said land and shall obtain the balance approvals and sanctions from various authorities from time to time, so as to obtain the Completion Certificate of the said building/s and the tenements therein.
16. After the Purchaser/s’ enquiry, the Promoters herein have requested to the Purchaser/s to carry out independent search by appointing his/her/their own Advocate and to ask any queries, he/she/they had regarding the marketable title of the Promoters and rights and authorities of the Promoters herein and also as regards all permissions and sanctions for development and the terms/conditions/stipulations as stated therein. The Purchaser/s declares that he/she/they has/have satisfied himself/herself/themselves regarding the same and shall not raise any dispute hereafter.
17. The Purchaser/s herein has/have applied to the Promoters for allotment of the said Premises more particularly described herein and shown on the plan annexed hereto as Annexure -“4”, (herein referred to or called as **“THE SAID PREMISES”**) and that the Promoters have confirmed the allotment of the said Premises to the Purchaser/s.
18. For the purposes of this Agreement, “Carpet Area” shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises. Explanation – For the purpose of the definition of carpet area (i) “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) “exclusive open terrace area” means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and (iii) “walls” would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or dry walls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.
19. The Promoters herein have agreed to provide amenities in the said Premises, which are more particularly described in the Annexure – “6” annexed hereto.
20. The Purchaser/s herein is/area ware of the fact that the Promoters herein have entered or will enter in to similar or separate agreements with several other person/s and party/ies in respect of the other tenements/flats/terraces, and top terrace, as is permitted by law or by any regulation of the Competent Authority in that regard. etc.
21. The parties relying on the confirmation, representations and assurances of each other to faithfully abide by the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing and ready to enter in to this Agreement on the terms and conditions appearing hereinafter.
22. Prior to the execution of this Agreement, the Purchaser/s has/have paid to the Promoters a sum of Rs. -----------------------/- (Rupees --------------------- only), being Application amount and which is now converted into part payment of the sale consideration of the said Premises agreed to be sold by the Promoters to the Purchaser/s (the payment and receipt where of the Promoters doth hereby admit and acknowledge) and that the Purchaser/s have agreed to pay to the Promoters, the balance consideration of the sale consideration in the manner as stated hereinafter.
23. The Purchaser/s herein represents and assures that the Purchaser/s is are not barred or debarred or disentitled to acquire the said Premises under the provisions of the Maharashtra Cooperative Societies Act, 1960 or under any statue.
24. Under section 13 of the Real Estate (Regulation and Development) Act, 2016, the Promoters are required to execute a written agreement for sale of the said Premises with the Purchaser/s, being in fact these presents and also the register the same under the provisions of the Registration Act, 1908.
25. In accordance with the terms and conditions set out in this Agreement and as mutually agreed up on by and between the parties, the Promoters have agreed to sell and the Purchaser/s have agreed to purchase the said Premises and hence the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

**NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-**

1. **CONSTRUCTION**

As stated hereto before the Pimpri Chinchwad Municipal Corporation/concerned authorities has sanctioned the building plans of the building/s which are under construction on the said land. The Promoters herein shall continue and complete the construction of the said building/s on the said land in accordance with the plans, designs and specifications approved or to be approved by the Concerned Authority or within building construction rules and regulation of the Local Authority or Concerned Development Controlling Authority. The approved plans have been seen separately and approved by the Purchaser/s and further that the Purchaser has/have also seen the plans to be submitted for revision by the Promoters in due course of time, so as to consume the total buildable potential as stated herein above.

*Provided that*, the Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Premises except (i) any alterations or additions required by the Government authorities/local authority or development controlling authorities or due to change in any law, rules or regulations, or (ii) any minor changes or modifications as may be required by the Purchaser/s, or (iii) any minor changes or modifications or alterations as may be required due to architectural and/or structural reasons duly recommended and verified by the Project Architects or Engineers after proper declaration and intimation to the Purchaser/s.

1. **CONSIDERATION OF THE SAID PREMISES**
2. Relying upon the Purchaser/s representation/s and assurance/s, the Promoters herein have agreed to sell and the Purchaser/s here in has/have agreed to purchase from the Promoters, Residential Premises bearing **Flat No. B -203** admeasuring carpet area about 50.97 **square metres** and Enclosed Balconies collectively admeasuring 6.45 **square metres** together making a total area of - 0.00 **square metres** situate on -------- **(-------)** Floor in **Building No. “------”** in the project to be known as **“ATLANTE”** and along with an exclusive right to use (i) adjacent Open Terrace collectively admeasuring 4.59 **square metres**, (ii) adjacent Dry Terrace collectively admeasuring 6.45 **square metres**, (iii) along with exclusive right to use one Car Parking Space and is hereinafter referred to as **“THE SAID PREMISES”**, more particularly described in **Second Schedule** written herein under, at or for total lumpsum consideration of **Rs. 50,80,544.00 /-(Rupees Fifty Lakh Eighty Thousand Five Hundred Forty Four only Only)** including the price for the proportionate harein the said land subject to the encumbrances of restricted areas and facilities and also includes the expenses for obtaining electric connection from M.S.E.D.Co or electricity company, expenses for formation of society, expenses for providing genset backup for lifts and common lights and proportionate harein price of the common areas and facilities appurtenant to the said Premises, but excluding amounts to wards share application money of the proposed society and all expenses of stamp duty and registration fees, maintenance deposits/charges, Goods and Service Tax, VAT or such levies which will have to be paid by the Purchaser/s to the Promoters or concerned authority separately. The nature, extent and description of the common areas and facilities and restricted areas and facilities, which are more particularly described in the **Third Schedule** written hereunder.
3. The Promoters herein have agreed to provide the specification and amenities in the said Premises which are more particularly described in the Annexure –“ 6” annexed hereto.
4. The total consideration as stated above excludes Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such taxes or levies and hence the Purchaser/s has/have agreed to pay the Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such taxes or levies as applicable by separate payments to the Promoters on every installment of payment of the consideration. If any time after the execution of this agreement, Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such levies are increased under the respective statutes by the Central or State Government as the case may be and further at any time before or after the execution of this agreement any additional taxes/duty/charges/premium/cess/surcharge, etc. by whatever name called is levied or recovered or charges or becomes payable under any statute/rule/regulations/orders either by the Central Government or State Government or local body or revenue authorities or any other authority in respect of the said Premises or this agreement or this transaction the same shall be borne and shall paid by the Purchaser/s within 7 (seven) days from the date of demand of the same by the Promoters.
5. The above mentioned consideration towards the said Premises is escalation free, save and except any increases which the Purchaser/s agree/s to pay due to any increase on account of (i) development charges payable to the concerned authority and/or (ii) any charges which may be levied or imposed by the concerned authorities from time to time and/or (iii) inflation or price escalation of any building material/s by more than 20% (twenty) percent above the price of such building material/s as on the date of this agreement. The Promoters agree that at the time or raising such a demand for such escalation, the Promoters shall enclose the notification/rule/regulation/order/etc. to that effect.
6. The Promoters may/shall charge separately to the Purchaser/s for any modifications/gradation/changes specifically requested or approved by the Purchaser/s in the fittings, fixtures, specifications or amenities or any facility, which are other than the specifications and amenities asset out in Annexure – “6”.
7. The present agreement is not a construction agreement or work contract of service contract and the said land, the said building and the said Premises shall vest only with the Promoters and would pass on to the ultimate organization of the tenement purchasers of the project and/or the Purchaser/s as the case may be on the execution of the final conveyance of the said land and building/s there on including the said Premises and despite the said fact if any taxes, cess, etc. of any nature are levied on the present agreement the same shall be paid by the Purchaser/s alone.
8. The Promoters will intimate the Purchaser/s about the imposition of any other taxes that may be levied due to the construction of the present agreement or by any amendment in any of the laws/statutes.
9. The Purchaser/s undertakes to pay the said taxes, cess, levies as stated hereinabove to the Promoters within 7 (seven) days from the date of such demand by the Promoters and in the event the Purchaser/s fail/s to pay the same within the stipulated time, then the same shall remain a lien or charge of arrears on the said Premises in favour of the Promoters and the Promoters shall be entitled to recover the same from the Purchaser/s along within interest thereon and till such time the said amount along with interest if any is paid by the Purchaser/s, the Promoters shall be entitled to withhold handing over of possession of the said Premises to the Purchaser/s.
10. The Promoters are to give refund of difference in GST to the Purchaser/s in due course of time out of the amounts collected by the Promoters from the tenement purchasers and the amount of GST paid by the Promoters for the said Project. The Purchasers has/have requested the Promoters to adjust the refund of GST in advance in arriving at the total price towards the said Premises and accordingly the parties have adjusted the setoff/refund of GST as applicable from time to time in advance in the price towards the said Premises and the same has been already passed on to the Purchaser/s and accordingly the parties hereto have arrived at the consideration of the said Premises payable hereunder and hence the Purchaser/s shall not been titled to claim any refund of amounts under GST nor shall be entitled to get the set off/credit of GST paid on these presents in future and agree to keep saved and indemnified the Promoters thereto.
11. **PAYMENT OF INSTALLMENTS OF CONSIDERATION**
12. The Allottee/ Purchaser/s partly paid and agreed to pay the balance consideration to the Promoter, for purchase of the said Apartment, the said agreed lump sum aggregate price of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), and the Promoter accepted the part payment and agreed to accept the balance of said amount from the Allottee/ Purchaser/s (subject to Tax Deduction at Source (TDS) under section 194-IA of the Income Tax Act,1961, if so applicable) as under:

**For Residential tenements**

| SCHEDULE | PERCENTAGE |
| --- | --- |
| Booking Amount |  |
| PAID BY THE PURCHASER / S TO THE PROMOTERS PRIOR TO THE EXECUTION OF AGREEMENT. |  |
| TO BE PAID BY THE PURCHASER /S TO THE PROMOTERS WITHIN 30 DAYS FROM THE DATE OF BOOKING OR EXECUTION OF AGREEMENT WHICH EVER IS EARLIER |  |
| TO BE PAID BY THE PURCHASER /S TO THE PROMOTERS ON COMPLETION OF PLINTH OF THE SAID BUILDING IN WHICH THE SAID PREMISES IS SITUATED.  . |  |
| ON COMPLETION OF 1ST SLAB ABOVE THE PODIUM OF THE SAID BUILDING IN WHICH THE SAID PREMISES IS SITUATED. |  |
| ON COMPLETION OF 3RD SLAB ABOVE THE PODIUM OF THE SAID BUILDING IN WHICH THE SAID PREMISES IS SITUATED. |  |
| ON COMPLETION OF 5TH SLAB ABOVE THE PODIUM OF THE SAID BUILDING IN WHICH THE SAID PREMISES IS SITUATED. |  |
| ON COMPLETION OF 7TH SLAB ABOVE THE PODIUM OF THE SAID BUILDING IN WHICH THE SAID PREMISES IS SITUATED. |  |
| ON COMPLETION OF SLAB IN WHICH THE SAID PREMISES IS SITUATED. |  |
| ON COMPLETION OF WALLS INTERNAL PLASTER OF THE SAID PREMISES |  |
| ON COMPLETION OF STAIRCASE, LIFT WELLS, LOBBIES UP TO THE FLOOR LEVEL OF SAID PREMISES |  |
| ON COMPLETION OF EXTERNAL PLASTER, ELEVATION, TERRACES OF THE SAID BUILDING IN WHICH SAID PREMISES IS SITUATED |  |
| ON COMPLETION OF LIFTS, ELECTRICAL FITTINGS, ENTRANCE LOBBY AND FLOORING IN WHICH THE SAID PREMISES IS SITUATED |  |

1. The Purchaser/s herein shall pay the aforesaid consideration to the Promoters herein on due date or within 7 (seven) days from the Purchaser/s receiving the written intimation from the Promoters calling upon the Purchaser/s to make the payment. Payment in time is the essence of the contract.
2. The Promoters herein informed to the Purchaser herein that, aforesaid payment has to be made by the Purchaser/s by Cheques/Demand Draft issued/drawn in the name of **“M/s. Pyramid Infraventure LLP A/C No. 38359716037”**.
3. The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at the rate as may be mutually agreed by the parties hereto 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/withdrawal, once granted to the Purchaser/s by the Promoters.
4. Notwithstanding anything to the contrary, it is specifically agreed by and between the parties that no rebate or discount will be offered in such a case where the construction or items of work has/have been completed before the agreed timelines as mentioned and that the Purchaser/s shall have to pay the entire installment without any rebate or deduction.
5. It is clarified that the Promoters shall be at liberty to vary the chronological order of the various stages of construction or items of work in the said building/s in which the said Premises is situated and further that the Promoters shall also be at liberty to simultaneously under take two or more stages of construction or items of work set out in the payment schedule referred herein above and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration mentioned in such installment/s.
6. The Purchaser/s authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any head/s of due against lawful outstanding, if any, in his/her/their name/s as the Promoters may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.
7. The parties hereto agree and covenant that in case of any delay in payment of installment shall led to delay in completion of the said Premises and would result in delay in handing over possession thereof by the Promoters to the Purchaser/s and that the Promoters shall not be responsible for delay in handing over the possession in case of delay of payments by the Purchaser/s.
8. **OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY**
9. It is hereby agreed that the Promoters and the Purchaser/s herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by Pimpri Chinchwad Municipal Corporation or the local authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting Completion Certificate/s.
10. The Purchaser/s herein shall not be entitled to claim possession of the said Premises until the Completion Certificate in respect of the said Premises is received by the Promoters from Pimpri Chinchwad Municipal Corporation or the Local Authority and the Purchaser/s herein have paid all dues payable under this agreement in respect of the said Premises to the Promoters and is/are not guilty of breach of any of the terms and conditions of this Agreement.
11. **UTILIZATION OF THE FSI/TDR/BUILDING POTENTIAL**
12. In this agreement, the word FSI (floor space index) or FAR (floor area ratio) or TDR (transferable development rights) or Paid FSI or any other buildable potential shall have the same meaning as understood by the planning authority under its relevant building regulations or bye - laws.
13. It is hereby declared that, sanctioned plan/s has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the aforesaid plan/s including utilized and unutilized FSI. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said land transfer on other property or FSI of the other property being TDR transfer or Paid FSI to be consumed on the said land is also shown on the tentative plan which would be sanctioned in due course of time.
14. The Promoters have disclosed that the FSI available as on date in respect of the said land is 23337.05 square metres or more. The Promoters have at the time of this Agreement utilized a buildable potential as per the sanctioned plans to the tune of 8991.11 square metres and shall utilize the balance buildable potential to the tune of 10689.12 square metres or more by revising the building plans and constructing additional tenements in the the building/s in project in due course of time and for such utilization of the buildable potential by the Promoters, the Purchaser/s have the given their specific irrevocable consent and no objection by executing this Agreement to carry out such amendments, alterations, modifications and/or variations in constructing the said Premises, said building on the said land and/or to the layout plan and/or to the building plans (whether or not envisaged and/or constructed at present) provided that the location, the area, the size and shape of the said Premises agreed to be purchased by the Purchaser/s is not adversely affected in any manner. The Purchaser/s further undertake/s to give any further consent or no objection as may be required by the Promoters for the said purpose without any demur and delay.
15. The Promoters shall have right of pre-emptions or first right to utilize the residual or available FSI/FAR/TDR/Paid FSI or any other buildable potential which may be increased for whatsoever reason in respect of the said land or any other FSI or TDR or Buildable Potential granted by the appropriate authority and allowed to use the same on the said land by construction or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said land. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the Promoters without any demur and delay.
16. As stated in these presents, the Promoters have disclosed the total buildable potential as proposed to be utilized by them on the said land and the Purchaser/s has/have agreed to purchase the said Premises based on the proposed construction and sale of tenements to be carried out by the Promoters by utilizing the proposed buildable potential and on the understanding that the declared proposed buildable potential shall always belong to the Promoters only.
17. The Promoters shall be entitled to compensation from the Purchaser/s in case any obstruction or impediment of any nature is raised by or on behalf of the Purchaser/s to the development of the said land by utilization and consumption of the total buildable potential as stated above, without prejudice to the rights of the Promoters to terminate this Agreement on such obstruction or impediment being raised by the Purchaser/s.

**6. DISCLOSURE AND INVESTIGATION OF TITLE AND BUILDABLE POTENTIAL**

**a.** The Promoters herein have made full and true disclosure to the Purchaser/s as to the title and further rights and authorities of the Promoters in respect of the said land and the buildable potential as well as the encumbrances, if any, known to the Promoters.

The Purchaser has been made aware by the Promoter that, the Promoter shall be absolutely entitled to consume/utilize balance FSI of the said Land, amenity FSI, paid FSI, premium FSI and permissible TDR, or any other FSI, as may be permitted by Development Controlling Authority from time to time. The Promoter has reserved its right to consume the same by obtaining sanction for the building plan/s with vertical changes i.e. by constructing additional floors or otherwise of the building/wings in the said Project. For the aforesaid purpose, the purchaser by executing the present Agreement has given consent and no separate consent will be required.

**b.** The Promoters herein have also requested to the Purchaser/s to carry out the search and to investigate the marketable title, rights and authorities of the Promoters in respect of the said land and also as regards the buildable potential by appointing his/her/their own Advocates/Architects/etc. As required by the Purchaser/s, the Promoters herein have given all information to the Purchaser/s herein and he/she/they is/are acquainted himself/ herself/ themselves with all the facts as to the marketable title, rights and authorities of the Promoters herein in respect of the said land and also the buildable potential and after satisfaction and acceptance of the same has/have entered into this Agreement.

**c.** The Purchaser/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Promoters in respect of the said land and the buildable potential and further the Promoter’s rights and authority as to enter into this agreement.

**d.** The Promoters have disclosed to the Purchaser/s that there are no litigations pending in respect of the said land and/or the said project as on the date of this agreement.

**e.** The Promoters have disclosed that an area 595.22 square meters under Road and the same would have to be handed over to the concerned authorities in due course of time and the said area would not be conveyed to the ultimate organization of tenement purchasers in the said project.

**7. TIME IS ESSENCE OF THE AGREEMENT**

1. Time is of the essence of this Agreement for the Promoters as well as the Purchaser/s.
2. The Promoters shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s and the common areas to the ultimate organization of the tenement purchasers in the project being a cooperative society after receiving the Completion Certificate from the concerned authorities.
3. The Purchaser/s shall abide to make timely payments of the installments of consideration towards the said Premises and all other dues payable by him/her/them and meeting all other obligations under this Agreement, subject to simultaneous completion of construction by the Promoters as provided in the payment plan/schedule.
4. The Promoter shall complete the construction of the said Apartment as agreed to herein by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and handover possession thereof to the Allottee/ Purchaser/s on issuance of completion/ occupancy certificate by the concerned authority. In case of delay in delivering possession of the said Apartment on the part of the Promoter, the Allottee/ Purchaser/s shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, on the amount paid by the Allottee/ Purchaser/s to the Promoter from the agreed date of possession till actual delivery thereof by the Promoter to the Allottee/ Purchaser/s, without prejudice to the right of the Allottee/ Purchaser/s to terminate this agreement and claim refund of the amount so far till then paid to the Developer/ Purchaser PROVIDED THAT:- the Promoter shall be entitled to reasonable extension of time for handing over possession 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) force majure, civil commotion, war, strike, boycott, bandh, threat, (ii) non-availablity or scarcity of any building material or finishing articles or labour supply, (iii) prohibitory orders from any court or authority or (iv) time taken for issuance of completion/ occupancy certificate by the concerned planning authority, (v) any other reasons beyond the control of the Developer/ Promoter.
5. Without prejudice to the right of the Promoter to terminate this agreement in the manner as stated herein, for any breach arising out of any delay in payment of the installments of the consideration on its respective stages, the Allottee/ Purchaser/s shall be bound and liable to pay interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, on all the amounts which become due and payable by the Allottee/ Purchaser/s to the Promoter till the date of actual payment, provided that tender of the principle amount and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement nor shall it be construed as condonation of the delay by the Promoter.
6. Without prejudice to the right of the Promoters to charge interest in terms of clause/s herein above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by the concerned authorities and other outgoings) and on the Purchaser/s three defaults of payment of installments (either being the same or other and as demanded by the Promoters), the Promoters shall at its own option, may terminate this Agreement: Provided that, the Promoters shall give written notice of fifteen days send by Registered Post A.D. and by email at the address provided by the Purchaser/s of its intention to terminate this Agreement and of the specific breach/es of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the said breach/es mentioned by the Promoters within the period of the notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

Provided further that upon the termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Premises which may then have been paid by the Purchaser/s to the Promoters. It is understood that the Promoters will not have to refund any amounts which have been paid by the Purchaser/s towards Stamp Duty and Registration Charges, VAT/ Service Tax/ GST or like. It is agreed by the parties that for the purposes of termination as envisaged herein the Promoters shall entitled to administration fee/opportunity loss quantified at 10% of the total consideration of the said Premises.

1. At the time of accepting the said refund of the amounts as stated in herein above, the Purchaser/s shall execute and register the necessary Deed of Cancellation as required for by the Promoters and shall also handover the original of these presents to the Promoters and in case the Purchaser/s has/have availed any loan or financial assistance from any bank or financial institution, the Purchaser/s shall procure the necessary No Objection from such bank or financial institution. In the event the Purchaser/s fail/s to come forward to execute and register the Deed of Cancellation within 7 (seven) days from such written intimation being given to the Purchaser/s, then by these presents itself the Purchaser/s herein irrevocably nominate, constitute and appoint Mr. Prasad Pradip Tatawar, Age: adult, Occupation: Service having address at: Office No.6, 3rd Floor, Shriniwas Classic, Above Corporation Bank, Baner, Pune - 411045. (The photo copy of the photo identity of Mr. Prasad Pradip Tatawar is annexed hereto for purpose of identification), as his/her/their, constituted attorney to execute and admit the execution of Deed of Cancellation or any other document as may required to cancel this transaction in law and on termination of this Agreement as aforesaid and who is entitled to do the same on refund of amount to the Purchaser/s or to the bank or financial institution from whom the Purchaser/s has obtained loan or financial assistance by sending the same by cheque/demand draft as aforesaid by Registered Post A.D. By executing these presents the Purchaser/s for himself/herself/themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. In pursuance of appointment of the constituted attorney as aforesaid by the Purchaser/s, for the aforesaid purpose, the additional stamp of Rs. 500/- (Rupees Five Hundred only) is paid herewith by the Purchaser/s for this instrument under the Maharashtra Stamp Act, 1958.

**8. SPECIFICATIONS AND AMENITIES**

1. The specifications of the said Premises and fixtures, fittings and amenities to be provided by the Promoters to the said Premises or to the said building being in which said Premises is situated are described in the Anenxure – “6” annexed hereto.
2. If any extra fittings, fixtures, and/or amenities are required by the Purchaser/s, then the Purchaser/s shall inform in writing to the Promoters and if it is possible for the Promoters, then the Promoters herein at his/its/their sole discretion may provide the same, provided the Purchaser/s accepting the cost/price of such extra amenities and undertake to pay or deposit the same prior to the commencement of such extra work and such additional bills raised by the Promoters shall be final.

**9. DELIVERY OF POSSESSION**

The Promoters herein shall complete the construction of the said Premises in all respect on or before \_\_\_\_\_\_\_. In the event, the Promoters fail or neglect to hand over possession of the said Premises to the Purchaser/s on account of reasons beyond their control and of its agents by the aforesaid date, then the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with interest at the same rate as mentioned hereinabove from the date the Promoters have received the sum till the date the amounts and interest thereon is repaid to the Purchaser/s.

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

(i) War, civil commotion, strikes or act of God.

(ii) Any notice, order, rule, notification of the Government and/or public or

competent authority or Court.

(iii) The Purchaser/s has/have committed any default in payment of installment on its due dates (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).

(iv) Non payment or delay in payment of any governmental taxes and levies as set out in this agreement. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).

(v) Non-availability or shortage of steel, cement, or any other building materials, water or electric supply including workmen/s, labourer/s, etc.

(vi) Any extra work required to be carried in the said Premises as per the requirement and at the cost of the Purchaser/s.

(vii) Pendency of any litigation.

(viii) Any unanticipated difficulty due to change in any Government rules or regulations or any objections from any Government authority or other Competent Authority.

(ix) Any delay in getting any permissions, sanctions, consents, no objections or

Completion Certificate from Pimpri Chinchwad Municipal Corporation or any concerned authority due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities well within the stipulated time frame.

(x) Any delay in getting any services such as electricity, water, drainage, sewage connections or meters from concerned authority/department due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities/department well within the stipulated time frame.

(xi) Any other reasons beyond the control of the Promoters including force majeure conditions.

It is further agreed by and between the parties that in the event any common facilities and amenities are already built and operational prior to the Purchaser/staking possession of the said Premises, then in such an event, the Purchaser/s and/or the ultimate organization of the tenement purchasers being the said society shall accept the same the same condition and on as is where it is basis.

**10. PROCEDURE FOR TAKING POSSESSION AND FAILURE TO TAKE POSSESSION OF THE SAID PREMISES**

**a.** After completion of construction in all respects in respect of the said Premises and upon obtaining the Completion Certificate, the Promoters herein shall within 7 (seven) days inform in writing to the Purchaser/s that the said Premises is ready for use and occupation and to take possession of the said Premises within a period of 15 (fifteen) days from the receipt of such letter.

**b.** On receipt of such letter from the Promoters, the Purchaser/s herein shall inspect the said Premises in all respect and get satisfied according to the terms and conditions of this Agreement and after the Purchaser/s is/are satisfied himself/herself/themselves as aforesaid within the said period as mentioned in clause 10 (A), at his/her/their request, the Promoters herein shall handover the possession of the said Premises to the Purchaser/s on payment of all amounts due and payable by the Purchaser/s to the Promoters under this Agreement and the Purchaser/s herein has/have not committed any default in payment of consideration in installment on its due date to the Promoters in pursuance of these presents.

**c.** It is further agreed between the parties hereto that, after receiving the possession of the said Premises as stated above, the Purchaser/s herein shall not be entitled to raise any objection or to demand any amount/s under whatsoever ground from the Promoters herein. It is further agreed between the parties thereto that on receipt of possession of the said Premises by the Purchaser in pursuance of these presents, it shall be presumed that Purchaser/s herein has/have accepted the said Premises on as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever head.

**d.** At the time of taking possession of the said Premises, the Purchaser/s shall execute the necessary Supplementary Agreement for Possession in such form as may be required by the Promoters and also shall execute such necessary indemnities, undertaking and such other documentation as may be required under this Agreement or by the Promoters.

**e.** The Purchaser/s agree/s to pay the maintenance charges, deposits as determinate by the Promoters or ultimate organization of the tenement purchasers in the project, as the case may be at the time of taking possession of the said Premises.

**f.** In the event, the Purchaser/s fail/s to take possession of the said Premises as stated hereinabove, the same shall be construed as a breach of the terms and conditions of this Agreement and that the Purchaser/s shall be liable to pay maintenance charges, taxes, penalties, etc as applicable.

**g.** The parties hereto specifically agree and covenant that the common amenities and facilities agreed to be provided by the Promoters shall be provided at the end of the project and the Purchaser/s shall at no point of raise any dispute thereto or object in any manner to take possession of the said Premises.

**11. DEFECT LIABILITY**

**a.** If within a period of 5 (five) years from taking possession of the said Premises, the Purchaser/s brings to the notice of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defect/s shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be only entitled to receive from the Promoters reasonable compensation for such defect in the manner as provided under the Act.

Provided that, (i) the Purchaser/s shall maintain the said Premises in good conditions and repairs, (ii) shall not break open any walls/floorings or chisel or damage the same or carry on extensive interior works or enclosure works, (iii) shall not carry out any alterations/modifications/additions of the whatsoever nature in the said Premises or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations/modifications/additions in any of the fittings, pipes, water supply connections, sewage lines or any erection or alteration or modifications in the kitchen, terraces, dry balconies/terraces, bathrooms and toilets, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters, the defect liability automatically shall become void.

**b.** The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoters and shall not mean defect/s caused by normal wear and tear, negligent use of said Premises by the Occupants, vagaries of nature, damage due to temperature variations, act of god, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Purchaser/s either themselves or through their agents or nominees or occupants, etc.

**c.** Defect/s in fittings and fixtures are not included therein and the Purchaser/s shall have to directly approach the manufacturers for such warranty and guarantee of such fittings and fixtures as would have been given by the manufacturers.

**12.** **USE OF THE SAID PREMISES**

**a.** The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for Residential purpose as shown in the sanctioned plan.

**b.** The Purchaser/s or Occupier/s of any tenement in the building shall not use the said Premises for the purposes of Massage Centre, Gambling House, Classes, Service Apartment, Hostel, Group Accommodation, Rentals on Cot Basis, Lodging Boarding, or any illegal or immoral purpose.

**c.** The Purchaser/s shall use the allotted or common parking space only for the purpose for keeping or parking the Purchaser/s own two or four wheeler light vehicle but not entitled to park inside the project or the said car parking any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and further that the Purchaser/s shall not be entitled to park his/her/their any two or four wheeler vehicles in the common marginal spaces.

**d.** Further the Purchaser/s or none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoter still handing over the administration to the ultimate organization of tenement purchasers and thereafter from the managing committee of such ultimate organization being a cooperative society.

**e.** The Promoters shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any tenement in the project after the respective tenement has been handed over to such purchaser/s of the tenement by the Promoters.

**13. FORMATION OF ORGANIZATION OF TENEMENT SHOLDERS IN THE BUILDING/S**

**a.** The Purchaser/s along with other purchaser/s of premises/tenements, etc. in the Project Atlante comprising of Building No. “A”, Building No. “B” and Building No. “C” shall join in forming and registering one Cooperative Society under the provisions of the Maharashtra Cooperative Societies Act, 1960 and rules made there under and to be known by such name/s as the Promoters may decide and for this purpose also from time to time sign and execute all the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the Society, failing and/or neglecting to sign the necessary papers or not giving co–operation or assistance required by the Promoters, the Promoters shall not be liable for any delay in the formation of the Society, as the case may be and if the defaulter neglects or any of the Purchaser/s continues for a period of 2 (two) months, then the Promoters shall be relieved of their obligation to form the Society, which shall thereafter be formed only by all the tenement holders. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye laws of Society, unless it is required by the Registrar of Co-operative Society or any other Competent Authority, as the case may be.

**b.** The Promoters shall form and register the Cooperative Society after the sale of at least 51% (fifty one percent) of the tenements in the said Project.

1. **CONVEYANCE IN FAVOUR OF THE ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING/S**

The Promoters have also disclosed to the Purchaser/s that they would form and register one Cooperative Society for project comprising of Commercial Building and Residential Building under the provisions of the Maharashtra Cooperative Societies Act, 1960 and rules made there under. The Promoters along with the Consenting Party shall convey the said land along with the buildings thereon and the common amenities and facilities to the said society within 1 (one) year from the receipt of the Completion Certificate in respect of all the tenements and buildings in the Project and subject to (i) disposal of 2/3rd tenements in the Project and receipt of total consideration and all other dues from such tenement holders and (ii) acceptance of the draft Conveyance by all parties concerned by mutual consent.

**15.** **PAYMENT OF TAXES, CESSES, MAINTENANCE, ETC.:**

**a.** Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Premises and non–agricultural assessment in respect of the said land to the respective authorities and/or to the Promoters or/and to the ad-hoc committee appointed by the Promoters or authorized committee of the Society which is to be formed by the Promoters herein as stated hereinbefore.

**b.** Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay the lumpsum maintenance charges of Rs. 75,000/- (Rupees Seventy Five Thousand only) along with Goods and Service Tax and all applicable other taxes as the case may be for a period of 2 years to the Promoters and/or maintenance company appointed by the Promoters or/and maintenance company which would be appointed by the Promoters.

**c.** The maintenance charges shall be only towards the common areas and amenities and payment of bills for common water pumps/lights, housekeeping, etc. and general maintenance of gardens, open spaces, etc. AMC for lifts, and other equipments, etc. and provision of security services in Buildings.

**d.** The Purchaser/s shall at the time of taking possession of the said Premises or within a period of 15 (fifteen) days from the intimation to take possession pay the maintenance charges as stated in clause 15 (B) above to the Promoters and/or the maintenance company in advance. The Promoters and/or the maintenance company shall cause the maintenance as stated above for the said period utilizing the said amount. No accounts thereof shall be furnished by the Promoters and/or the said maintenance company to the Purchaser/s or ultimate organization of the tenement purchasers being the cooperative society.

**e.** It is further specifically agreed that the Purchaser/s shall every month/year contribute and pay to the Promoters and/or said maintenance company/co-operative society such further sums as may be determined by the said Promoters and/or Maintenance Company and/or co-operative society having regards to inflation.

**f.** The Purchaser/s shall also be liable to pay any taxes such as service tax, VAT, GST, etc., if applicable as regards to the said maintenance service to be provided.

**g.** The Purchaser/s herein has/have been made expressly aware by the Promoters that till such time as such water connection is made available by the concerned authorities and thereafter is procured and sufficient water becomes available for the said project through such water connection or in case of insufficiency of water, the requirement of water for the said project shall be met from other sources, including borewell and/or purchase of water from Water Tanker Agencies, etc. and that a prorate share of such purchase, treatment and distribution of such water shall be borne and paid by the Purchaser/s and if such contributions are not forthcoming, the Promoters and/or the maintenance company and/or the society shall not be responsible for continuing to supply such water.

**h.** But it is specifically agreed between the parties hereto that, the Promoters is not responsible/liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project so long as they are unoccupied and vacant.

**i.** The Purchaser/s at the time of taking possession of the said Premises shall deposit with the Promoters a sum of Rs. 25,000/- (Rupees Twenty Five Thousand only) towards Corpus Fund and which amount the Promoters shall hand over to the ultimate organization of the tenement purchasers being a Cooperative Housing Society after being formed and they taking over the affairs and maintenance of the project.

**16. SPECIAL COVENANTS**

**a.** The Promoters herein have specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the Promoters herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner or occupier of the tenement/s in the building or project shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoters herein have agreed to allot and sell the said Premises to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.

**b.** The Promoters herein are providing advance technology amenities/material/plant and equipment in common area/facilities which may include lifts/elevators, electric rooms, DG Set, etc. for the tenement holders in the project. The said plants and equipments are to be operated and/or used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the Promoters shall not be responsible after handing over of premises to the said society; the said society shall set its own norms for use of common advanced amenities. It is further agreed that the Promoters shall in no manner be responsible or liable for any misuse, injuries, causalities/ calamities or any damages of whatsoever nature caused to any person or property.

**c.** The Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi governmental agencies and pollution control board and which may include operation of the rain water harvesting, Sewerage Treatment Plant (if any), Dependable parking (if any), etc. The Purchaser/s here by gives his/her/their consent and no objection to the Promoters and/or the ultimate organization of tenement purchasers or the maintenance company to operate and run facilities such as rain water harvesting, Sewerage Treatment Plant, Dependable parking, etc. as per the rules and regulations imposed by the concerned authorities.

**d.** The Purchaser/s herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said Premises during the course of construction with prior written permission of the Promoters and on a pre appointed time and date only and such permission may be withheld unilaterally by the Promoters considering the site condition.

**e.** The Purchaser/s shall not be entitled to carry out any modification or charges in the said Premises during or after the construction of the said Premises without the prior written permission and consent of the Promoters. All modifications and changes shall only be carried out at the discretion of the Promoters.

**f.** There is a possibility that there may be some drainage lines, water lines or other utility lines under the parking spaces which is/are allotted to the Purchaser/s in the manner as stated in this Agreement and the Purchaser/s after taking possession thereof shall permit the Promoters and/or their nominees or the maintenance company to access the same for repairs and maintenance and for the same the Purchaser/s shall temporary remove his/her/their vehicles from the parking area for carrying on maintenance works and repairs.

**g.** The grant of completion/occupation certificate by the concerned authority, in respect of the said Premises shall be conclusive proof as to completion of construction of the said Premises.

**h.** The Purchaser/s herein admits and agrees to always admit that the Promoters are always ready and willing on all payment payable by the Purchaser/s under this Agreement to the Promoters to hand over the possession of the said Premises on its completion.

**i.** If at any time, after execution of this agreement, any additional tax/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the said Premises or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoters from all such levies cost and consequences.

**j.** The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of premises, tenements and allotment of exclusive right to use parking spaces, garage, terrace/s, garden space/s, space/s for advertisement, installation or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the afore said purpose the Purchaser/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

**k.** Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building/s/wing/s or any part thereof except the said Premises. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of the Promoters until the said land and building is transferred to the said society as hereinabove mentioned.

**l.** Any delay tolerated or indulgence shown or omission on the part of the Promoters in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s by the Promoters shall not be construed as the waiver on the part of the Promoters of any breach or non–compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

**m.** In the event of the said cooperative society of the tenement purchasers being formed and registered before the sale and disposal of all the tenements/units / premises in the building, all the power, authorities and rights of the Purchaser/s herein shall be always subject to the Promoter’s over all right to dispose of unsold tenements and allotment of exclusive rights to use un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Purchaser/s or any other tenement holder in the building or ad-hoc committee of the Society or the maintenance company as the case may be shall have no right to demand any amount from the Promoters herein in respect of the unsold tenements/premises towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

**n.** Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters shall have all the rights under this agreement and other agreements in respect of the other premises shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the premises in the building is received by the Promoters.

**o.** The Promoters herein have not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoters, other than the terms and conditions expressly provided under this agreement.

**p.** If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Promoters to the purchaser of any tenement in the building, such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the building commit breach of this condition, the Promoters herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as an exclusive right to use the terrace, open space, parking space etc. along with the said Premises, if any.

**q.** In case after the possession of the said Premises is handed over to the Purchaser/s and the Purchasers let out or rent or lease or give on leave and license basis the said Premises, then in such an event, the Purchaser/s shall inform in writing to the Promoters or the ultimate organization the details of such tenant or licensee or care takers.

**r.** On notification being issued by the Government to that regards, the Promoters shall obtain forthwith the insurances in respect of the (i) title of the said land and building and (ii) construction of the project and shall pay the necessary premiums and charges thereto.

**s.** The Promoters herein have disclosed arrangement of water supply, Electricity Supply and provision of drainage and sewage to the Purchaser/s herein and the Purchaser/s with due diligence accept the aforesaid arrangement by executing these present. Further with due diligence the Purchaser/s herein accept that, the Promoters herein are only responsible to provide the aforesaid facilities from concern authorities and shall not be responsible for any shortfall of water, electricity and provision of drainage and sewage, for the reason same is beyond the control of the Promoters.

**t.** For the purposes of this transaction, the Promoters have relied on the representations of the Purchaser/s that the amount of total consideration and other amounts to be paid hereunder in respect of the said Premises is and/or will not be originated from any proceeds of crime as envisaged under the provisions of the Prevention of Money Laundering Act, 2002 or the Benami Transactions (Prohibition) Amended Act, 2016 amended to date and rules there under.

**u.** It is agreed that in case the Purchaser/s is resident outside India or Foreign National or any person/s who requires any permissions or sanctions to purchase any immovable property in India, then in such a case, the Purchaser/s shall at his/her/their own risks, costs and responsibility shall complete all formalities and obtain any such permissions, sanctions as may be required under the Foreign Exchange Management Act, 1999 or under any other statute, rules, notifications, etc. for the time being in force.

**17. PROMOTER’S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:**

It is hereby agreed that the Promoters herein have the exclusive right of allotment of exclusive right to use and occupy different parking spaces, adjoining terraces, top terraces or open spaces or right to develop garden in adjoining open space/s, space for advertisement on terrace or in the building, to one or more person/s of their choice. It is hereby agreed that the areas mentioned in the **Third Schedule** written hereunder under head Common Facilities only shall be the common facilities and the Promoters shall be entitled to declare all other areas as restricted or reserved areas and facilities alienate and dispose off other areas and facilities in such manner as the Promoters thinks fit.

**18. REPRESENTATIONS AND WARRANTIES BY THE PROMOTERS**

**a.** The Promoters have clear and marketable title with respect to the project land, as declared in the title report annexed to this Agreement and have the requisite rights to carry out development upon the said land and also have actual, physical and legal possession of the said land for the implementation of the said land.

**b.** The Promoters have lawful rights and requisite approvals from the competent authorities to carryout development of the said project and shall obtain requisite approvals from time to time to complete the development of the said project.

**c.** There are no encumbrances upon the said land or the said project save and except those disclosed in the Title Report and/or in this Agreement.

**d.** There are no litigations pending in respect of the said land and/or the said project as on the date of this agreement before any Court, Tribunal or Forum.

**e.** All approvals, licenses and permits issued by the competent authorities with respect to the said project, or the said land and said building are valid and subsisting and have been obtained by following due process of law. Further all approvals, licenses and permits to be issued by the competent authorities with respect to the said project, the said land and the said building shall be obtained following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said project, said land and the said building/wing and common areas.

**f.** The Promoters have a right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.

**g.** The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement with any person/s or party with respect to the said land, including the said project and the said Premises which will in any manner affect the rights of the Purchaser/s under this Agreement.

**h.** The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement.

**i.** At the time of execution of the Conveyance of the said land and structure to the ultimate organization of tenement purchasers being the cooperative society, the Promoters shall hand over lawful, vacant, peaceful and physical possession of the common areas of the structure to the said cooperative society.

**j.** The Promoters have 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 concerned authorities.

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

**19. COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID PREMISES ETC**.

The Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Premises may come, doth hereby covenant with the Promoters as follows for the said Premises and also for the building/s in which the said Premises is situated.

**a.** To maintain the said Premises at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do or cause to be done anything or suffer to be done anything in or to the said Premises or the building/s in which the said Premises is situated, staircase or any passage which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the said Premises and/or to the building/s in which the said Premises is situated and in or to the said Premises itself or any part thereof without the consent of the local authorities, if required.

**b.** Not to store in/outside the said Premises or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or caused to carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift/elevator or any other structure of the building including entrances of the building in which the said Premises is situated and in case of any damage is caused to the building in which the said which the said Premises is situated or the said Premises on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.

**c.** To carry at his/her/their own cost/s all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s. Provided that for the defect liability period such repairs shall be carried out by the Purchaser/s with the written consent and under the supervision of the Promoters. And further the Purchaser/s shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

**d.** Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Premises or any part thereof and not to make any addition or alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building 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 said Premises without the prior written permission of the Promoters and/or the ultimate organization of the tenement purchasers being the cooperative society.

**e.** Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building/s/wing/s or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

**f.** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said land and the building in which the said Premises is situated.

**g.** Not to install any satellite TVC Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said Premises or the top terrace or Air Conditioners on the façade of the building. Prior written permission for installation of such devices shall have to be obtained from the Promoters or ultimate organization of tenement purchasers as the case may be and shall only be installed at predetermined places and all wirings cabling shall be done only through designated ducts.

**h**. Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his/her/their share of additional security deposit, if demanded by the concerned authority or Government for giving water, electricity or any other service connection to the building in which the said Premises is situated.

**i.** To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Premises and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Premises by the Purchaser/s for any purposes other than for the purposes as shown in the sanctioned plan.

**j.** The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit factor of/under this agreement or part with the possession of the said Premises until all the dues payable by the Purchaser/s to the Promoters under the agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has/have intimated in writing to the Promoters and obtained written consent thereof.

**k.** The Purchaser/s shall observe and perform all the rules and regulations which the ultimate organization of tenement purchasers being the cooperative society may adopted at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said land and building which are and the tenement therein and for observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the government and of the Government or other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by ultimate organization of tenement purchasers being cooperative society regarding the occupation and use of the Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

**l.** Till the conveyance of the said land and building in which the said Premises is situated is executed in favour of the ultimate organization of tenement purchasers being cooperative society, the Purchaser/s shall permit the Promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

**20**. **NAME OF THE PROJECT AND BUILDING/S**

**a.** Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters herein have decided to have the name of the Project/Scheme **“Atlante”** and further erect or affix Promoters name board at suitable places as decided by the Promoters herein on any building/s and at the entrances of the scheme or on the terrace/roof or on water tank of any building/s.

**b.** The Purchaser/s or other tenement holders in the building or proposed ultimate organization of tenement purchasers or its successors are not entitled to change the aforesaid project/scheme name and remove or alter Promoter’s name board in any circumstances. This condition is essential condition of this Agreement.

**c.** At the time of taking the possession the Purchaser/s at his/her/their own discretion get measured the area of the said Premises in light of aforesaid principal and if any difference more than 3% (three percent) in the area is found then the consideration of the said Premises shall be adjusted accordingly and either Promoters or Purchaser/s as the case may be refund or pay the differential amount.

**d.** After taking the possession of the said Premises by the Purchaser/s it shall be presumed the Purchaser/s has/have no grievance under whatsoever head including as regards to carpet area, height, length and width etc. of the said Premises.

**21. CONSENT FOR MORTGAGE**

In case after entering into this agreement, if the Promoter desires to obtain any additional project loan or any other type of loan on the said Layout Lands and/or the said Project or part thereof (excluding the said Residential premises/Apartment), against the mortgage of the said Layout Lands and the construction thereon then the purchaser/Allottee by executing this Agreement has given his/her irrevocable consent for the same, provided that liability to repay such loan amount and interest thereon shall be only upon the Promoter.

**22. PROMOTERS SHALL NOT MORTGAGE OR CREATEA CHARGE**

After the Promoters execute this Agreement, they shall not mortgage or create charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has/have taken or agreed to take the said Premises.

**23 CAR PARKINGS**

**a.** It is hereby agreed that though the car parking and scooter parking area covered or open or dependable parking shall be owned by all the tenement owners or their ultimate organization being the cooperative society, it is the necessity and requirement of the tenement purchasers that various parking spaces be got distributed/allotted amongst them to have orderly and disciplined use and to avoid confusions, dispute and differences amongst them. With this view, the Promoters on the request of the Purchaser/s herein will keep and maintain a register/record of such designations/selections of parkings to be done by the Purchaser/s amongst themselves which selections are to be confirmed by the all the tenement purchasers in the project or their ultimate organization that may be formed.

**b.** The Purchaser/s has/have not taken any consideration for such selection and allotment of parking spaces. It is specifically agreed by the Purchaser/s herein that the above work is being done by the Promoters ex–gracia on the request of the Purchaser/s and that if for any reason it be held that such selection/designation of parking/s by the purchasers of the tenements themselves is not proper then the purchasers of the tenements in the project (including the Purchaser/s herein) shall be entitled to use the entire parking area in common with the other tenement purchasers.

**c.** All the tenement purchasers in the project (who have till this date booked tenements in the said scheme) have amongst themselves, for sake of orderly use and avoidance of any disputes in future by their own violation, selected car parkings, scooter parkings amongst themselves on first come first serve basis and have agreed amongst themselves to get the said allotments confirmed from the ultimate organization of the tenement purchasers which may be formed and the same shall form a part of the ultimate conveyance in favour of the said ultimate organization.

**d.** The tenement purchasers amongst themselves agree that the selection shall be final, irrevocable and binding amongst all of them and the said right shall be perpetual and run along with their respective tenements and shall be heritable and transferable along with their respective tenements and shall not be separated.

**e.** The Purchaser/s agree that in case of disputes amongst the tenement purchasers regarding the selection of the parking spaces, the same shall be referred to the Sole Arbitration of Chairman of Promoters and Builders Association of Pune (PBAP) or any person appointed by him being nominated by the parties hereto, whose decision shall be final and binding on all the tenement purchasers in the project.

**24.** **BROCHURE/ADVERTISING MATERIAL**

It is specifically understood that the brochure/s published as an advertisement material, sales plans and brouchers or the sample tenement contain various features such as furniture layout in a tenement, vegetation and plantation shown around the building, scheme, color scheme, vehicles etc. to increase the aesthetic value only and are not facts and are not agreed to be provided. These features/amenities are not agreed to be developed or provided by the Promoters. The concept tenement/show/sample flat made by the Promoters may contain many civil and furniture upgrades to increase the aesthetic value only and are not facts and are not agreed to be provided by the Promoters and the same are not standard amenities which are agreed to be provided.

**25. TAX DEDUCTED AT SOURCE**

**a.** If any deduction of an amount is made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the Income Tax Act, 1961 or any other prevailing law while making any payment to the Promoters under this Agreement shall be acknowledged/credited by the Promoters, only upon Purchaser/s submitting Original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site to that effect.

**b.** Provided further, that at the time of handing over the possession of the said Premises, if such Certificate of TDS is not produced to the Promoters, the Purchaser/s shall deposit equivalent amount as interest free deposit with the Promoters and which deposit shall refunded by the Promoters on the Purchaser/s producing/furnishing such Certificate within 4 (four) months of the possession of the said Premises being handed over. Provided further that in case the Purchaser/s fail/s to produce such TDS Certificate within the stipulated period of 4 (four) months, the Promoters shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

**26. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC.**

The Purchaser/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements, deed of apartment or any final conveyance deed which is to be executed by the Promoters in favour of the Purchaser/s. The parties herein shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoters in favour of the Purchaser/s or in the name of the ultimate organization of tenement purchasers.

**27. BINDING EFFECT**

Forwarding this Agreement to the Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser/s, until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Promoters. If the Purchaser/s fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appears before the Sub Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall returned to the Purchaser/s without any interest or compensation whatsoever and subject to deductions as mentioned in the booking form.

**28. ENTIRE AGREEMET**

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 regards to the said Premises.

**29. RIGHT TO AMED**

This Agreement shall only be amended or modified through written consent of the parties and by executing necessary supplementary deeds and documents thereto.

**30. PROVISIONS HERETO APPLICABLE TO SUBSEQUENT ALLOTTEES**

It is clearly understood and also agreed by the parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottees of the said Premises in case of a transfer, as the said obligation go along with the said Premises for all intents and purposes.

**31. SEVERABILIY**

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

**32. CALCULATION OF PROPORTIONATE SHARE**

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other purchasers in the project, the same shall be in proportion to the total area of the said Premises to the total area of all the tenements in the project.

**33. FURTHER ASSURANCS**

The parties hereto agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instrument and actions specifically provided 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.

**34. REGISTRATION**

The Purchaser/s shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of this presents, at the proper registration office for registration within the time limit prescribed under the Registration Act and Promoters after receiving written intimation will attend such office and admit execution thereof.

**35. SERVICE OF NOTICE**

1. All notices to be served on the Promoters or the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Promoters or the Purchaser/s as the case may be by under Registered Post A.D and notified by E-mail at his/her/their address/es specified in the title clause of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement.
2. In change of any address, telephone number, email address the any party, such party shall inform the same to the other party forthwith and if the same has not been communicated, the communications and letters posted at the original address shall be deemed to have been received by the Promoters or the Purchaser/s as the case may be.
3. In case of joint purchasers all communications shall be sent by the Promoters to the purchaser 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 purchasers.

**36. DISPUTE RESOLUTION**

Any dispute between the parties shall be settled amicably. In case of failure to settle the disputes amicably, the same shall be referred to authorities as per the provisions of the Real Estate (Regulation and Development) Act,2016 and the rules and regulations made there under.

**37. EFFECT OF LAWS**

1. 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.
2. This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016, The Maharashtra Ownership Flats (Regulation of the promotion, of The Construction, Sale, Management and Transfer) Act, 1963.
3. The Courts in Pune shall have jurisdiction to try and entertain any matter arising out of this Agreement.

**FIRST SCHEDULE**

(Description of the said land)

All those pieces or parcels of non agricultural land collectively admeasuring 1 Hectare 22 Ares i.e. 12200 square metres being (i) Survey No. 56 Hissa No. 2/1 admeasuring 30 Ares assessed at Rs. 1=19 paise, (ii) Survey No. 56 Hissa No. 2/2 admeasuring 30 Ares assessed at Rs. 1=19 paise, (iii) Survey No. 56 Hissa No. 2/3 admeasuring 31 Ares assessed at Rs. 1=31 paise and (iv) Survey No. 56 Hissa No. 2/4 admeasuring 31 Ares assessed at Rs. 1=32 paise situate at village Tathawade, Taluka Mulshi, District Pune and within the limits of the Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune and collectively bounded as follows:-

On or towards the East : By Survey Nos. 55 and 57.

On or towards the West : By Survey No. 56/1.

On or towards the South : By Survey No. 56/1.

On or towards the North : By Survey No. 58

**SECOND SCHEDULE**

**(Description of said residential premises)**

|  |  |
| --- | --- |
| Residential Flat | No.------------ |
| Building/Wing | No.------------ |
| Floor |  |
| Area | -------Sq. Mtr. i.e. --------------Sq. ft. carpet |
| Exclusive facility | Attached terrace admeasuring ------ Sq. Mtr.  One sanctioned parking space admeasuring -----------sq. mtr. |

All that; in the Project “Atlante”, being constructed upon the said Land described in the Schedule-1 written hereinabove, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

**THIRD SCHEDULE**

(Details of the Common Facilities and Restricted Areas and Facilities)

**(A) COMMON FACILITIES:-**

1. RCC Frame works tructure of the buildings.

2. Podium and Basement.

3. Drainage and water line work.

4. Electric meters and water meter/s connected to common lights, water connections, pump set etc.

5. Light point outside the building and the staircase/s as well as those in the common parking space.

6. One overhead water tank for each building/wing with water pump connected to underground water tank.

7. Lift/Elevator with lift room, lift well and elevator equipments located adjoining the overhead water tank for the building.

8. Garden and open space if specifically marked.

**(B) RESTRICTED AREAS AND FACILITIES:-**

1. Terraces adjacent if any to the tenements shall be restricted and shall be for exclusive use of such respective flat holders.

2. The open space adjacent to the ground floor/stilt floor flats upto the fencing or boundary mark for the respective building, are restricted areas and the Promoters herein shall have exclusive right to allot the same to the tenement holder in the building.

3. The parking spaces as shown in plans shall be restricted and the same shall be allotted in the manner as stated in this Agreement.

4. Top terrace of the building/s shall be restricted and the Promoters herein shall have exclusive right to allot the same to the accommodation holder in the building.

5. All areas etc. which are not covered under aforesaid head Common Area And Facilities are restricted areas and facilities which include, the marginal open spaces, terraces, car-parkings within the said land and in the building/s which is/are under construction on the said land is reserved and Promoters shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc. Or to Convert the Restricted Area into Common Area or vice-versa.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and the year first herein above written.

**SIGNED, SEALED AND DELIVERED** by the within

named Promoters **Pyramid Infraventure LLP,**

through the hands of its Partners **Mr. Prasad Pradip Tatawar**

1. **------------------------------------**
2. **--------------------------------------**

**SIGNED, SEALED AND DELIVERED**

by the within named Purchaser/s

**SIGNED, SEALED AND DELIVERED** by the within

named Consenting Party through the hands of

their Constituted Attorney **Mr. Prasad Pradip Tatawar**

In the presence of . . . . .

**WITNESSES**

(1) Sign:

Name:

Address:

(2) Sign:

Name:

Address: