Kamalesh Dutto Sir

PARANJAPE SCHEMES | Matrix Developers Pvt. Ltd.

Corporate Off - PSC House, CTS No. 111+111/2, Anand Colony, Off Prabhat Road, Dr. Ketkar Marg, Erandawane, Pune 411 004. Ph.: +91 20 3939 4949 / 2544 0986
Fax : +91 20 2546 0986

ALLOTMENT LETTER

Date:_____

To,

1) _____,
Residing at;_____,

2) _____,
Residing at;_____.

Subject : Allotment of apartment

Reference : Your application dated _____, for allotment of apartment.

Sir/ Madam,

You have submitted your above referred application (said "**APPLICATION**") to us for allotment of an apartment as detailed below (said "**APARTMENT**"):

Particulars	Details	
Name of the Project	Forest Trails Athashri -B2	
Address of the project	Sector No.R -26,Survey No.16/1 and others, Matalwadi Road,at Bhugon,Mulshi,Pune :412115	
Apartment No.		
Parking		
Area of Apartment		Area in Square Meters
	Carpet Area	
	Enclosed Balcony	
	Cupboard Area	
	Dry Balcony / Dry Ledge / Dry Terrace	
	Sitout	
	Terrace	

Corporate Off - PSC House, CTS No. 111+111/2, Anand Colony, Off Prabhat Road, Dr. Ketkar Marg, Erandawane, Pune 411 004. Ph.: +91 20 3939 4949 / 2544 0986
Fax : +91 20 2546 0986

	Courtyard	
	Architects Projection	

After receiving the said Application we have given you disclosures of various documents/ information in respect of the land on which the abovesaid project being/ is developed and in respect of the said Apartment, as envisaged under The Real Estate (Regulation and Development) Act, 2016. Further, we have handed over to you a CD containing these documents and information.

By this Allotment Letter you are hereby allotted the said Apartment subject to the terms and conditions mentioned herein below:

(1) The cost details in respect of the said Apartment shall be as tabulated hereunder:

Sr. No.	Details	Amount in rupees
1	Price consideration of the said Apartment including parking space and proportionate price of the common area and facilities appurtenant to the said Apartment	Rs._____/-
2	Applicable Service Tax /GST	Rs._____/-
3	Other Applicable Tax/VAT	Rs._____/-
4	Stamp duty (including LBT, if applicable) in respect of the abovesaid price consideration	Rs._____/-
5	Registration fee	Rs._____/-
6	Maintenance cost for first 12 months and or Maintenance Deposit.	
	TOTAL	**Rs._____/-**

We have received from you an amount of Rs._____/- (Rupees _____ only) by a cheque dated _____, for Rs. _____, bearing No. _____, drawn on _____ Bank, branch _____, towards advance payment (said "**ADVANCE PAYMENT**") and we have issued you a receipt in that regard.

Corporate Off - PSC House, CTS No. 111+111/2, Anand Colony, Off Prabhat Road, Dr. Ketkar Marg, Erandawane, Pune 411 004. Ph.: +91 20 3939 4949 / 2544 0986
Fax : +91 20 2546 0986

(2) The balance amount shall be paid by you to us as per payment schedule that will be mentioned in the agreement for sale in respect of the said Apartment (said "**AGREEMENT**").

(3) You should deduct TDS as per prevailing Income Tax Rules and pay the same to concerned authority.

Other Terms and conditions of allotment of the said apartment

1. The amounts of stamp duty, registration fees, Service Tax, GST, TDS and VAT are subject to change depending on government policy. You shall pay the amounts towards stamp duty, registration fee, VAT prior to registration of the said Agreement as and when demanded by us. You shall pay the applicable service tax/GST on each of the installment payable to us; and shall pay TDS if applicable of your own and give us certificate in that regard.

2. We have handed over to you a copy of "User Manual" in respect of use *inter alia* of the said Apartment, fixtures and fitting of the said Apartment and common facilities and amenities or common area of the abovesaid Project; and you shall be following instructions of the said User Manual strictly.

3. Within a period of 30 (thirty) days from today you shall make yourself available for execution and registration of the said Agreement, failing which we shall be entitled to cancel allotment of the said Apartment to you by cancelling this Allotment Letter by giving written notice (by e-mail) of 15 (fifteen) days. If you fail to execute and register the said Agreement within the said notice period of 15 (fifteen) days, this Allotment Letter shall stand cancelled automatically without further notice.

4. If you intend to cancel allotment of the said Apartment to you, you shall submit to us "Application for Cancellation of Allotment" in our prescribed format alongwith original copies of receipt/s issued by us. In case the original receipts have been lost by you, you shall submit to us a duly notarised affidavit-cum-indemnity in our prescribed format at your own cost.

5. In case of cancellation of allotment of the said Apartment to you either on our part or on your part, as detailed above, we shall be entitled to deduct an amount of Rs.1,00,000/- (Rupees one lakh only) from the abovesaid Advance Payment. It is hereby clarified that it shall be your sole responsibility to avail refund of the amounts paid by you or on your behalf to the government authorities *inter alia* towa

Corporate Off - PSC House, CTS No. 111+111/2, Anand Colony, Off Prabhat Road, Dr. Ketkar Marg, Erandawane, Pune 411 004. Ph.: +91 20 3939 4949 / 2544 0986
Fax : +91 20 2546 0986

stamp duty, registration fee, service tax, VAT, GST or any other taxes paid by you in this regard. We will refund the balance of the same (*i.e. excluding the abovesaid amount of Rs.1,00,000/- and the abovesaid taxes*) to you without any interest thereon (said "**REFUND AMOUNT**").

6. If there are more than one Allottee, the cheque of the said Refund Amount shall be drawn in favour of the person from whose account we have received the same.

7. Once the allotment of the said Apartment to you is cancelled as above, you shall cease to have any claim on the said Apartment and we shall be entitled to dispose of the same at our own discretion.

Thanks and regards,

For _____

0-0-0-0-0

Acceptance of allotment of the said Apartment

I/ We hereby acknowledge to have checked the said Disclosures and have received a CD containing the abovesaid documents and information. We also have received a copy of abovesaid User Manual.

We have read and understood the abovesaid Allotment Letter and we hereby accept the allotment of the said Apartment from you subject to abovesaid terms and conditions.

Thanks and regards,

(Name and signature of the Allottee No.1)

AUTHORISED SIGNATORY

(Name and signature of the Allottee No.2)

AGREEMENT TO SELL

This **AGREEMENT TO SELL** is executed at Pune, on this _____ day of _____ month in the year _____.

BETWEEN

MATRIX DEVELOPERS PRIVATE LIMITED, a company duly registered and incorporated under the Companies Act, 1956 having its registered office at: 1, Somnath, C.T.S. No. 988, Ram Mandir Road, Vile Parle (E), Mumbai 400057 and having site office at 'Forest Trails', Survey No. 97, Matalwadi road, Bhugaon, Taluka Mulshi, District Pune.
PAN: AACCM3752A
through its Authorised Signatory :

Mr/Mrs._____
Age about ___ Years, Occupation: Service,

having office address at: PSC House, 111/1+2, Dr. Ketkar Road,
Off Prabhat Road, Erandawane, Pune – 411004.

(who has been authorized to execute and register this Agreement by resolution dated 14/06/2016 passed in the meeting of Board of Directors of Matrix Developers Private Limited)

Hereinafter referred to as '**THE OWNER/PROMOTER**' (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns).

... PARTY OF THE FIRST PART

AND

1) Mr/Mrs. _____

Age : ____ Years, Occupation :_____,PAN : _____

2) Mr/Mrs. _____

Age : ____ Years, Occupation :_____,PAN : _____

3) Mr/Mrs. _____

Age : ____ Years, Occupation :_____,PAN : _____

All residing at : _____

_____

_____

Hereinafter referred to as '**THE PURCHASER/ ALLOTTEE**'(which expression shall mean and include the male and / or female gender and also mean and include singular or plural purchasers as the case may be, and unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser and his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm the partners for the time being thereof, the survivors or last survivor of them and the heirs,

For Matrix Developers Pvt. Ltd.

Authorised Signatory

executors, administrators of the last survivor and his/her/their /its permitted assigns, and in case of a company its successors and permitted assigns, and in all cases all persons claiming by under or through such Purchaser including his/ her /their/ its successors in interest).

…PARTY OF THE SECOND PART

AND

ATHASHRI HOMES PVT. LTD., a company duly registered and incorporated under the Companies Act, 1956 having its registered office at: 101, Somnath, C.T.S. No. 988, Ram Mandir Road, Vile Parle (E), Mumbai 400057
PAN: _____
through its Authorised Signatory :

Mr./Mrs./Ms_____
Age Adult, Occupation: Service,

having office address at: PSC House, 111/1+2, Dr. Ketkar Road,
Off Prabhat Road, Erandawane, Pune – 411004

Who has been authorized to execute and register this Agreement by resolution dated _____ passed in the meeting of Board of Directors of Athashri Homes Pvt. Ltd.

Hereinafter referred to as '**ATHASHRI HOMES'** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns).

…PARTY OF THE THIRD PART

The Owner/ Promoter, the Purchaser, and Athashri Homes shall hereinafter be collectively referred to as 'Parties', wherever the context so requires.

WHEREAS all those pieces and parcels of lands bearing Survey Nos. 16/1, 19/1, 21/1, 35/1, 35/2, 36(part), 38/1, 40/1, 44/5, 44/5/1, 80/1(part), 83(part), 84/1 (part), 84/2(part), 85/1A, 85/1B(part), 86/1/1, 86/1/2, 86/2, 88/2, 88/3(part), 89/1(part), 89/2(part), 90/2(part), 91, 92/1, 92/2, 93/1, 93/2, 94, 95, 96/1, 96/2, 97, 98, 99/1, 99/2, 99/3, 100/1/1, 100/1/2, 100/2, 101/1, 101/2, 102/1/1, 102/1/2, 102/1/3(part), 102/2, 102/3/1(part), 102/3/2, 102/4, 102/5, 103/1/1A, 103/1/1B 103/2, 103/3, 106/2B/2, 106/2B/3, 106/2B/4, 106/2C/2, 106/2C/3, 106/2C/4, 106/3, 106/4, 112(part), 113/1/1, 113/1/2, 113/1/3, 113/1/4, 113/1/5, 113/1/6, 113/1/7 totally admeasuring 68 Hectares 24.50 Ares i.e. 682450 Sq. Mtrs., situated at village Bhugaon, Taluka Mulshi, District Pune, within the registration Sub-District Taluka Mulshi, District Pune and within the limits of Gram Panchayat Bhugaon, Panchayat Samiti, Taluka Mulshi, Zilha Parishad Pune (hereinafter collectively referred to as 'the said lands')are owned by various persons including the Owner/Promoter as follows:

Lands owned by: Matrix Developers Private Limited, i.e. the Owner/Promoter herein		
Sr. No.	Survey/ Hissa No.	Area of land Hectare Ares
1.	16/1	0 45
2.	19/1	0 55
3.	21/1	0 57

4.	35/1	0	08
5.	35/2	0	11
6.	38/1	0	44.40
7.	44/5	0	20.48
8.	44/5/1	1	12.52
9.	80/1(part)	2	00.00
10.	83 (part)	4	66.69
11.	83 (part)	2	90.00
12.	84/2 (part)	0	12.50
13.	84/2 (part)	0	05.48
14.	84/2 (part)	4	20.06
15.	85/1A	4	47.60
16.	85/1B (part)	1	19.40
17.	86/1/1	3	08
18.	86/1/2	3	95.20
19.	86/2	0	40
20.	88/2	0	62.90
21.	88/3 (part)	0	54.50
22.	89/1(part)	0	13.00
23.	89/2(part)	0	47.50
24.	90/2 (part)	1	77.10
25.	91	0	70
26.	92/1 92/2	0 0	24 35
27.	93/1 93/2	0 0	08 66
28.	94	0	42
29.	95	0	11
30.	96/2 96/1	0 0	11 17
31.	97	0	20.50
32.	98	0	18
33.	99/1	0	37

34.	99/2	0	41
35.	99/3	0	34
36.	100/1/1	0	42
37.	100/1/2	0	42
38.	101/1	2	29
39.	101/2	0	80
40.	102/1/1	0	40
41.	102/1/2	0	27
42.	102/1/3 (part)	0	09
43.	102/1/3 (part)	0	05
44.	102/3/1 (part)	0	24
45.	102/3/2	0	44
46.	102/4	0	88
47.	102/5	0	07
48.	103/1/1A	0	21
49.	103/1/1B	0	20
50.	103/2	0	41
51.	103/3	0	82
52.	106/2B/2	0	40
53.	106/2B/3	0	40
54.	106/2B/4	0	40
55.	106/2C/2	0	40
56.	106/2C/3	0	40
57.	106/2C/4	0	40
58.	106/3	0	40
59.	106/4	0	40
60.	112 (part)	4	13.76
61.	113/1/1,	0	40
62.	113/1/2,	0	40
63.	113/1/3,	0	40

64.	113/1/4,	0 40
65.	113/1/5,	0 40
66.	113/1/6,	0 40
67.	113/1/7	0 34

Land owned by: Mr. Vinayak Mahadeo Raskar		
Sr. No.	**Survey/ Hissa No.**	**Area of land Hectare Ares**
68.	97 (part)	0 20.5
Lands owned by: Ms. Ashwini Prataprao Pawar, Mr. Ramkumar Hiralal Rathi, Ashok Shrikrishna Beharay (HUF), Mr. Anant S. Padmanabhan		
Sr. No.	**Survey/ Hissa No.**	**Area of land Hectare Ares**
69.	100/2	0 83
70.	102/2	0 88
Lands owned by: Mr. Goverdhan Baburao Mirghe & 16 others		
Sr. No.	**Survey/ Hissa No.**	**Area of land Hectare Ares**
71.	84/1(part)	3 53.60
Lands owned by: Mr. Vidyadhar Purushottam Kale, Mrs. Sujata Vidyadhar Kale, Mr. Sameer Vidyadhar Kale, Mrs. Padmja Niranjan Bhide		
Sr. No.	**Survey/ Hissa No.**	**Area of land Hectare Ares**
72.	84/2(part)	0 14.41

Land owned by: Mr. S. R. Kulkarni, Mr. Prakash Vishnu Gurav, Mr. Rajeev Anant Patil, Mr. Praveen Sadashiv Shinde and Mr. Sopan Dattatraya Mohite		
Sr. No.	**Survey/ Hissa No.**	**Area of land Hectare Ares**
73.	112 (part)	0 79.24

Land owned by: Mr. Milind Laxman Kulkarni, Mr. Shrikant Shravan Mahale, Mr. Sushant Mohan Jadhav, Mr. Nitin Sudhakar Deshpande, Mr. Sandeep ShridharWalimbe and Mr. Rahul Kisanrao Shinde		
Sr. No.	**Survey/ Hissa No.**	**Area of land Hectare Ares**
74.	83 (part)	1 47.16

Land owned by: Mr. MATRIX DEVELOPERS PVT. LTD.

Sr. No.	Survey/ Hissa No.	Area of land Hectare Ares
75.	84/2 (part)	0 40

Land owned by: MR. BHARAT LAXMAN TANGDE		
Sr. No.	**Survey/ Hissa No.**	**Area of land Hectare Ares**
76.	84/2 (part)	0 03.00
Lands owned by: MATRIX DEVELOPERS PVT. LTD.		
Sr. No.	**Survey/ Hissa No.**	**Area of land Hectare Ares**
77.	36 (part)	2 41
78.	36 (part)	0 51

Lands owned by: Shree Tryambakeshwa rDeosthan		
Sr. No.	**Survey/ Hissa No.**	**Area of land Hectare Ares**
79.	36 (part)	00 25.8
80.	40/1	0 21.20

Hereinafter for the sake of easy reference the lands out of the said lands are referred with their respective Serial Numbers.

AND WHEREAS as per the decision of Government of Maharashtra, Urban Development Department, Mantralaya, Mumbai dated 16/11/2005 having reference No. TPS 1804/Pune R.P.DCR/UD-13, published in Extra-ordinary Gazette through the Principal Secretary to the Government, the Government of Maharashtra sanctioned the 'Regulations for Development of Integrated Township' and as per new rules and regulation as amended in the new Integrated Township policy (hereinafter referred to as 'TOWNSHIP REGULATIONS') in the area under Pune Regional Plan, under the provisions of Maharashtra Regional and Town Planning Act,1966.

AND WHEREAS so as to promote public housing, by incentivizing investment by private sector in development of housing, the Government of Maharashtra has put forth the concept of self-sufficient 'Integrated Township' consisting of flats / residential units, educational institutes, commercial units, Amenities, health facilities, parks, gardens and public utilities et cetera which is to be exclusively developed, constructed and maintained by the Promoter / Developer of Integrated Township, as per the Township Regulations.

AND WHEREAS the Owner/ Promoter herein has purchased the lands at Sr. Nos. 1 to 68 and 75 out of the said lands and also acquired the development rights of lands at Sr. Nos. 68, 69, 70, 71, and 72 out of the said lands, with an intention to promote, develop and establish a INTEGRATED TOWNSHIP PROJECT thereon (hereinafter for the sake of brevity referred to as the 'ITP'), as per the new Township Regulations and initiated required actions and steps for obtaining necessary sanctions and permissions in that regard.

AND WHEREAS the owners of pieces of lands stated at Sr. No. 73, 74 and 76 stated above, showed their willingness to the Owner/Promoter to include their respective lands in the ITP to be carried out by the Owner / Promoter and further also agreed to join the Owner / Promoter as the Owners of their respective pieces of lands, in getting various permissions and sanctions for the ITP and hence, by executing separate letters of consent / confirmations / Power of Attorneys etc., the owners of the lands at Sr. Nos. 73, 74 and 76, consented for including their respective lands as the part of the ITP as per the terms stated in their respective letter of consent / confirmation and the Owner/ Promoter also obtained the Letter of Consent cum Undertaking from the owners of lands stated at Sr. Nos. 73, 74 and 76 out of the said lands, for including their respective lands in the ITP, subject to certain understanding with them.

AND WHEREAS the lands at Sr. Nos. 79 and 80 are Deosthan Inam Lands and the Owners/Promoter is in the process of acquiring the same by complying with the necessary legal formalities and by obtaining necessary permissions and clearances for the same. However, the Owner/Promoter has acquired easement right for the approach road through these Deosthan Inam Lands at Sr. Nos. 79 and 80 from the Vahivatdars/cultivators thereof.

AND WHEREAS as per the order dated 31/03/2008, bearing No. 21-520/2007-1A.III, passed by Government of India, Ministry of Environment and Forests (I.A. Division) through its Additional Director (IA), Environmental Clearance was granted to the Owner/Promoter for construction of Integrated Township then called as 'Manas' and presently called as 'Forest Trails' on the said lands, subject to certain terms and conditions as stated therein and same is valid and in subsistence.

AND WHEREAS the Owner/Promoter firstly applied for obtaining Locational clearance in respect of the lands mentioned in application and as per notification dated 23/04/2010, bearing No. 1807/1588/853/2007/UD-13, (i.e. Locational Clearance) and then applied for revised Locational Clearance for the additional lands and as per notification dated 21/08/2015, bearing No. 1814/220/CR-275/14/UD-13, (i.e. Locational Clearance) issued by Urban Development Department, Government of Maharashtra, Mantralaya, Mumbai- 400 032 published on 21/08/2015, in the Official Gazette of Government of Maharashtra, the Integrated Township Project of the Owner/ Promoter in respect of the said lands was duly notified under section 18(3) of the Maharashtra Regional and Town Planning Act, 1966, subject to certain terms and conditions as stated therein.

AND WHEREAS as per Letter of Intent dated 20/11/2010, No. PMH/CR/12/2010, issued by the Collector, Pune and Second revised Letter of Intent dated 09-03-2016, No. PMRDA/Mouje Bhugaon/ S. No. 36 and other/1974 issued by Pune Metropolitan regional Development Authority, Pune, a sanction has been granted to the Owner/ Promoter to develop a Integrated Township Project on the said lands, subject to certain terms and conditions as stated therein.

AND WHEREAS the lands at Sr. Nos. 77, 78 ,79 and 80 out of the said lands bearing Survey No. 36(part) adm. 3 Hectares 17.80 Ares and Survey No. 40/1 (part) adm. 0 Hectare 20.2 Ares, out of the said lands are owned by Shree Tryambakeshwar Devsthan, and these lands are being Devasthan Inam lands, have been excluded from ITP as per the order of the Collector, Pune, since these lands cannot be developed without the permission of the State Government.

AND WHEREAS as per third revised order dated 29/09/2016, bearing No. BMU / Mouje Bhugaon / S. No. 36 and others /Pr. Kr. 329 /16-17, the Pune Metropolitan regional Development Authority, Pune has issued a Layout Approval to the Owner/Promoter for development of a Integrated Township Project for land admeasuring 67 Hectare 84.3846 Ares i.e. 678438.46 Sq. Mtrs. out of the said lands as per the terms and conditions stated therein and which land adm. 67

Hectare 84.3846 Ares is more particularly described in the Schedule-I written hereunder and hereinafter referred to as 'the Said Township Land'.

AND WHEREAS accordingly, the Owner/Promoter is developing a ITP on the said Township Land, named as 'Forest Trails' (hereinafter referred to as the ITP) which comprises of various User Zones/Sectors.

AND WHEREAS in accordance with the permission and sanctions granted by various authorities, the Owner/Promoter has started development of the ITP.

AND WHEREAS as part of the said Township, the Owner/Promoter had completed the construction of Two multistoried buildings/Wings bearing No. A and B consisting of residential flats/ premises as per the sanctioned building plans on the Sector No. R18 adm.7233.01 Sq. Mtrs., out of the said Layout and the premises of the said Sector No. R18 to be known as '**ATHSHRI B1 PROJECT'**.

AND WHEREAS for the part and extension to the said ATHSHRI PROJECT as defined hereinafter presently on Sector No. R-26 adm. 9913.27 Sq. Mtrs out of the said revised Layout, the Owner/Promoter has proposed to construct in THREE (3) multistoried buildings/Wings bearing No. A, B and C consisting of residential flats/ premises for the residence of senior citizens to be known as **'ATHASHRI B-2'** hereinafter collectively referred to as 'the said **WING/BUIDLING,** as per the sanctioned building plans. The said Sector No. R-26 is more particularly described in Schedule-II written hereunder and hereinafter referred to as 'the said **ATHASHRI B-2 PROJECT LAND**' and the project upon Sector No. R-26 is known as **"FOREST TRAILS ATHASHRI B2"**hereinafter referred to as **'the said ATHASHRI B-2 PROJECT'** and/or **said PROJECT** and the projects upon the Sector No. R18, R26 along with the proposed Athashri Projects in the vicinity of the said Athashri- B2 Project land in the said ITP area are collectively hereinafter referred to as **'the said ATHASHRI VALLEY PROJECT'**. The layout of the said Athashri B-2 Project land, carved out of the said Township Land is annexed herewith as **Annexure 'A'**.

AND WHEREAS in accordance with the permission and sanctions granted by PMRDA (PUNE METROPOLITIN REGIONAL DEVELOPMENT AUTHORITY), Pune with respect to building development permission vide No. BMU/CR. No. 963-16-17/Mouje, Bhugaon/ S. No. 36 and others/Sector R26/ dated 23/03/2017 Owner/ Promoter has started development of the said Athashri B2 Project.

AND WHEREAS the Owner/Promoter has appointed architects registered with the council of architects, qualified project engineers, structural engineers and Project Management Company for the development of said Township Land and for carrying out the construction of multistoried buildings and other structures. **ANDWHEREAS** the Owner/Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; **ANDWHEREAS** the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS the Owner/Promoter has in process to register the said Athashri B2 Project under the provisions of the Act with the Real Estate Regulatory

Authority and copy of sanction certificate shall be handed over to Purchaser/Allottee after sanction said Project from said Authority.

AND WHEREAS the Purchaser has expressed his offer & desire and applied application No. _____ dated _____ to purchase a flat bearing No. _____, having carpet area admeasuring _____ sq. mtrs., balcony area _____sq. mtrs, and exclusively terrace area admeasuring _____sq. mtrs. onthe _____floor, in the building No. ____ along with One/Two/____no/s covered parking being No._____ admeasuring_____ sq. mtrs. in the upper floor/ground floor of the Building called Athashri B2 as described in detail in the SCHEDULE-III, written hereunder and more particularly shown in the floor plans annexed herewith as **ANNEXURE 'B'**, which flat is hereinafter in this agreement for all intention and purposes is referred to as 'the said Flat', inter-alia for and at the price hereinafter agreed.

AND WHEREAS by virtue of the Sale Deed/Development Agreement/Power of Attorney the Owner/Promoter has sole and exclusive right to sell the Units/said Flats/Flats in the said **ATHASHRI B-2 PROJECT** to be constructed by the Owner/Promoter on the said project land and to enter into Agreement/s with the Purchaser(s)/allottee(s)/s of the said Flat to receive the sale consideration in respect thereof;

AND WHEREAS the Owner/Promoter has explained to the Purchaser and the Purchaser has well understood that:

i) the Owner/Promoter intends to form separate/joint entities (Co-Operative Hsg. Society/Association Apartment/Apex Society/Federation) of the purchasers of units in various buildings or sectors of the ITP being carried out on the said Township Land and execute and register or cause to be executed and registered the conveyance of the concerned land along with the Wings/buildings/structures constructed thereon in favour of the concerned entity, wherein the land and buildings i.e. structures of the units constructed thereon, shall belong to such entities as per their respective deed of conveyance and the members thereof shall have rights to use and occupy their respective flats/units/premises. All such entities are hereinafter collectively referred to as 'the said entities'. The Owner/Promoter desires to form a Co-operative Hsg. Society classified as 'tenant co-partnership society' on the said Athashri B-2 Project land and shall desire to form one or more Apex society/ies or Federation/s for entities in said Athashri Valley project. All unit Purchasers in the said Athashri B2 project land shall become members of such society, which is hereinafter referred to as 'the said society'.

ii) the Purchaser/Allottee shall have no claim on any other part of the said Wing / ITP except the said Flat, nor can make any claim or raise any objection to the development of the said Athashri B-2 Project land or the said Wing /ITP/said township land or to any decision that the Owner/Promoter may take in that regard.

iii) the Owner/Promoter shall have total discretion in the matter of development and maximum utilizationof FSI of all the sectors or portions of the said Township Land and shall be entitled to develop, construct, sell and dispose of flats/units/premises in the said Wing being constructed on the said Athashri B-2 Project land without being objected by the purchasers and said society, including the Purchaser herein of the said flat.

iv) the Purchaser shall have limited claim only in respect of the said Flat as envisaged under this Agreement,

v) the development of the ITP, as well as the said Athashri B-2Project land shall be in phases and will be completed in due course of time as stated in this agreement,

vi) the ITP shall have various types of amenities, Facilities and Utilities:

a) Paid Facilities as indicatively enlisted in **Annexure 'C',** hereinafter referred to as the said **'OPTIONAL FACILITIES'** shall be owned and managed by Owner/Promoter. The Owner/ Promoter shall be entitled to sell, convey, transfer and give it to operate of the Optional Facilities for consideration or otherwise, to any other person, company or a body corporate. Hereinafter such other person, company or a body corporate called as said 'Owner-Operator'

b) Amenities as indicatively enlisted in **Annexure 'D-1'**, hereinafter referred to as the said **'TOWNSHIP AMENITIES'** shall be owned by the Owner/Promoter and will be maintained out of common contribution received from Said society/said entities/ unit Purchasers in the said ITP. Consequently, the flat Purchasers shall be entitled to utilize the said Township amenities

c) Common utilities of the said Township required under the Development Rules of ITP such as township roads, drainage, sewage treatment plant, solid waste management, storm water system, as indicatively enlisted in **Annexure 'D-2'**, hereinafter referred to as the said '**TOWNSHIP UTILITIES'** shall be owned by the Owner/Promoter and will be maintained out of common contribution received from said society/ entities/ unit Purchasers in the said ITP,

AND WHEREAS said Township Amenities and the said Township utilities shall collectively be referred to as said **'OVERALL TOWNSHIP AMENITIES'**.

The Parties hereto agree that those, Amenities & utilities not specifically mentioned in Annexure D1 and D2 as overall Township Amenities which are free and need to be maintained out of common contribution received from Said society/said entities/ unit Purchasers in the said ITP shall be treated as said Overall Township Amenities and those facilities and amenities which are paid shall be treated as said Optional Facilities.

The Overall Township Amenities shall vest in the Owner/Promoter and/or to its assigns. The said Purchaser herein or the said Society shall not be entitled to claim any right, title or interest therein except that they shall be entitled to the use thereof as per the Rules and regulations that may be framed from time to time by the Owner/Promoter or by its assigns and on payment of the township maintenance charges described herein.

vii) the said Overall Township Amenities shall be maintained by the Owner/Promoter or the Owner/Promoter shall be entitled to delegate or assign the said maintenance work or parts thereof to any other person/s on such terms and for such consideration as the Owner/Promoter at its discretion as may think proper. Such Owner/Promoter and other person/s is/are hereinafter collectively called as said **'TOWNSHIP MAINTENANCE AGENCY'** – for short **'**TMA' and the said Overall Township Amenities shall be maintained by the TMA out of collection of maintenance charges from different entities of the said ITP, such charges herein after referred to as the said **Township maintenance charges** in short- **TMC**

viii) the 'Owner-Operator' of the said Optional Facilities shall be entitled to frame rules for operation and utilization of said facilities and shall be entitled to charge separate fees as applicable from time to time to the Purchasers, and such 'Owner-Operator' shall be entitled to make the same available to any third parties.Entitlement of the Purchaser to the use of the said Optional Facilities is voluntary and he is not entitled to be obliged by the Owner/Operator to render the services in the said Optional facilities and allow the use thereof merely for the

reason of his purchasing the said Flat in the said ITP. In case of non- payment or non- observance of the Rules, the owner/operator shall be entitled to discontinue the service to the Purchaser and prevent use of the Optional Facilities.

ix) the amenities of the said Athashri B-2 project will be as indicatively enlisted in **Annexure 'E-1',** hereinafter referred to as the said **'ATHASHRI B-2 PROJECT AMENITIES'** and the same shall be owned by the said Society, The routine upkeep of such Athashri B-2 Project Amenities will be out of common funds collected from purchaser/s of the flats before the possession or anytime thereafter and any repairs, replacement, renovation, change or otherwise to the said Athashri B-2 Project Amenities shall be out of additional contribution/s determined by the said society and payable by the purchaser/s on demand to the said society. And the amenities of the said **ATHASHRI VALLEY PROJECT** will be as indicatively enlisted in **Annexure 'E-2'**, hereinafter referred to as the said **'ATHASHRI VALLEY PROJECT AMENITIES'** and the same shall be owned by the Apex Society/Federation of the entities/societies formed in the said Athashri Valley Project. The routine upkeep of such Athashri Valley Project Amenities will be out of common funds collected from purchaser/s of the flats before the possession or anytime thereafter and any repairs, replacement, renovation, change or otherwise to the said Athashri Valley Project Amenities shall be out of additional contribution/s determined by the Apex Society/Federation of the said societies at Athashri Valley Project and payable by the purchaser/s on demand to their respective society.

x) the certain services for the said Athashri B-2 Project will be as enlisted in **Annexure 'M',** hereinafter referred to as the said ' **ATHASHRI B-2 PROJECT SERVICES'** and the same shall be rendered by the said Society out of the common funds/deposits collected from the purchasers of the flats before the possession and from time to time thereafter as referred herein and Athashri Valley Project Amenities and Athashri B-2 Project Services shall be managed by the said Society/entities/Apex society with help and guidance of said ATHASHRI HOMES/ Party of the Third Part, for separate fee/s payable to the Athashri Homes.

xi) the restricted/ limited common areas and facilities, if any, reserved for specific Purchaser/s shall be used exclusively by that Purchaser.

xii) upon the conveyance as envisaged under this Agreement, the said Society shall be entitled to own only the said Athashri B-2 Project Structure of Wingand/or the said Athashri B-2 Project Amenities as per then prevailing law and right, title, interest and ownership of rest of all the land excluding Sector R26 out of the said Township Land or parts thereof and the Overall Township Amenities shall remain with the Owner/Promoter;

xiii) allthe entities/societies including the said society in the ITP shall promptly and without complaint pay their respective contribution of Township Maintenance Charges to the Owner/Promoter and/or TMA towards the maintenance of the said Overall Township Amenities out of common contribution collected from Purchasers by the said Society/entities

xiv) the said Athashri B-2 Project land will be conveyed by the Owner/Promoter to the said Society subject to the above and other terms under this Agreement and the said terms will be part of the Deed of Conveyance of the said society.

xv) on the Purchaser's acceptance of the scheme of development of the said ATHASHRI VALLEY PROJECT LAND / ITP as explained above, the Owner/Promoter has agreed to sell the said Flat to the Purchaser.

xvi) the Purchaser is aware that the project of 'Athashri' to be carried out in vicinity of Sector R18 and R26 in said ITP by the Owner/Promoter has been designed for residence of the senior citizens, viz. the persons of age of 55 years and above with certain special amenities and services and the Owner/Promoter has arranged to provide upon completion of said Athashri B-2 project services through Athashri Homes Pvt. Ltd. hereinafter referred to as ATHASHRI HOMES for the senior residents on the said Athashri B-2 project land.

xvii) after receiving the application from the Purchaser expressing his desire of purchasing the said flat, the Owner/Promoter interviewed the Purchaser/s in which process the Purchaser/s has/have represented and assured the Owner/Promoter that the Purchaser is aware about the concept and the object of the said "Athashri" being senior citizen housing and is ready and willing to purchase the said flat in the said Athashri B-2 Project on terms and condition mentioned herein and undertake to strictly follow/abide the rules and regulations that may be framed by Owner/Promoter and/or Athashri Homes with help of the said society as the case may be from time to time.

AND WHEREAS this Agreement lays down covenants on the part of the Purchaser to be observed for the common benefit of all Purchasers in the said Wing, and the terms and conditions of the same shall be available for enforcement not only by the Owner/Promoter/TMA herein but also, as the case may be, by the purchasers of other flats in the said Wing/said society and further, the said covenants of the Purchaser shall also be binding on his heirs, nominees, executors, successors, administrators, transferees and assigns.

AND WHEREAS the Owner/Promoter has, prior to the execution hereof, as demanded by the Purchaser has given inspection to the Purchaser of all the documents of title relating to the said Township Land; copies of documents in respect of sanction of ITP inter alia such as all Plans which are prepared by the Owner/Promoter's Architect M/s. A.B. Vaidya orders, sanctions, permissions, licenses, clearances etc issued in favour of the Owner/Promoter by various local / government / semi government bodies and associates; right of Owner/Promoter to develop the ITP; the user manual prepared by the Owner/Promoter and all other related documents as are specified under the Real Estate (regulation and Development) Act 2016 and the rules and regulations made thereunder and the Purchaser has satisfied himself about the title of the Owner/Promoter to the said Township Land, rights of the Owner/Promoter to develop the ITP and to allot and sell the said Flat. The Purchaser/allottee has given specific confirmation that the responsibility of title of said project land shall be on owner/Promoter up and until proposed conveyance.

AND WHEREAS, copies of extract of Village Form No. VII/VIIA/XII in respect of the said Township Land, copies of last Locational Clearance, Copy of last Letter of Intent are annexed herewith as Annexure 'F', Certificate of Title issued by Advocate competent to issue the same has been annexed herewith as Annexure 'G', said N.A. Order/ Lay out Approval/Building Sanction Plan, have been annexed with this Agreement as Annexure 'H',

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner/Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS, prior to the execution of these presents the Purchaser/Allottee has paid to the Owner/Promoter a sum of Rs_____ (Rupees

_____ only, being 10% as part payment of the sale consideration of the Said Flat agreed to be sold by the Owner/Promoter to the Purchaser/Allottee as advance payment or Application Fee (the payment and receipt whereof the Owner/Promoter both hereby admit and acknowledge) and the Purchaser/s/Allottee/s has agreed to pay to the Owner/Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS subject to otherwise agreed, reserved and provided herein, the Owner/Promoter has agreed to sell and the Purchaser has agreed to purchase the said Flat, and the Parties hereto therefore, have executed this Agreement to Sell, to witness the terms and conditions thereof and in compliance of Section No.13 of the Real Estate (regulation and Development) Act 2016 and /or then prevailing law, as under:

NOW THIS AGREEMENT TO SELL WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. DEFINITIONS:

The parties hereto admit and confirm the definitions of certain terms used in this agreement as follows:

1.1 **The 'said lands'**: All those pieces of lands totally adm. 68 Hectares 24.50 Ares i.e. 6,82,450 Sq. Mtrs., as stated in first paragraph of recitals of this agreement, situated at village Bhugaon, Taluka Mulshi, District Pune, within the registration Sub-District Taluka Mulshi, District Pune and within the limits of Gram Panchayat Bhugaon, Panchayat Samitee, Taluka Mulshi, Zilla Parishad Pune owned by various persons including Owner/Promoter for which a Locational Clearance has been granted time to time by Government of Maharashtra last being notified dated 21/08/2015, bearing No. 1814/220/CR-275/14/UD-13, (i.e. Locational Clearance) issued by Urban Development Department, Government of Maharashtra, Mantralaya, Mumbai- 400 032 published on 21/08/2015,.

1.2 **The 'said Township Land':**

i) All those pieces of lands totally adm. 67 Hectare 84.3846 Ares i.e. 678438.46 Sq. Mtrs. out of the said lands for which a third revised Layout Approval is sanctioned as per order dated 29/09/2016, bearing No. BMU/Mouje Bhugaon/S. No. 36 and others/Pr. Kr. 329/16-17, issued by the Pune Metropolitan regional Development Authority (PMRDA), Pune to the Owner/Promoter for the development of an Integrated Township Project, which lands are described and mentioned in the Schedule-I written hereunder and additional lands adjacent to the said Township lands, if any acquired by the Owner/Promoter hereafter; and

ii) The right to claim, utilize and consume entire Floor Area Ratio/Floor Space Index (FAR/FSI) as defined, available, granted and permitted on global basis under the rules and regulations framed or which may be framed from time to time by the PMRDA, Collector of Pune or the Government of Maharashtra under the provisions of the Maharashtra Regional and Town Planning Act, 1966 (MRTP) (last such notification notified vide being No.TPS-1816/Pr. Kra. 368/15/20(4)/Navi-13 dated 26/12/2016) and/or such other statutes and rules in respect of or relating to the said Township Land (herein after referred as "**Township Global FSI**")

iii) All the primary and/or ancillary and/or supplementary and/or residuary rights, title, interest, claims, statutory and/or contractual of the Owner /Promoter in and over and/or in respect of and/or relating to the said Township Land (hereinafter referred to as Rights and Responsibility of Owner/Promoter under the Township Policy).

1.3 **Additional Township lands**:- means and includes, all those pieces and parcels of lands that may be acquired and included in the said Township Land.

1.4 **'Integrated Township Project' (ITP)**: means and includes, A Integrated Township Project known as 'FOREST TRAILS' being carried out by the Owner/Promoter on the said Township Land as per the sanctions and permissions obtained and to be obtained by them and the additional adjacent lands, if any, acquired by the Owner/Promoter anytime in future.

1.5 **Athashri B-2 Project Land**': All those pieces of land bearing Sector R26 adm. 9913.27 Mtrs out of the said Layout to be used for the construction of Three (3) multistoried buildings/Wings No. A to C as per the sanctioned building plans. The said Sector R26 are more particularly described in the Schedule-II written hereunder and hereinafter referred to as 'the said Athashri B-2 Project land'.

1.6 **'Athashri B-2 Project'**: The project of construction of Three Wings/buildings bearing Nos. A to C to be known as **Athashri B-2**' to be constructed on Sector No. R26 out of the Layout which project is hereinafter referred to as 'the 'said **Athashri B-2'**

1.7 **Wings'**: means the multistoried buildings nos. A to C to be constructed on the said Athashri B-2 Project land, consisting of residential/commercial units, common areas, utility space/s.

1.8 **'Athashri Valley'**: will comprises of existing Wings A and B in Athashri B1 project and proposed Wings A to C in Athashri B-2 project and as well as further Athashri projects in vicinity of said Wings including residential, commercial, utilities, facilities and amenities as may be constructed on Sector Nos. R18, R26 and on additional adjoining lands in vicinity of said sectors as may be included in said ITP, all together to be known as 'ATHASHRI VALLEY'

1.9 **The 'Unit'** :means a structure of residential or commercial premises consisting of flat, bungalow, twin bungalow, shop, office, utility spaces, guest rooms etc constructed in any project on the said Forest Trails Township Land.

1.10 **The 'Flat'** :means a separate and self-contained residential Unit in the said Athashri B-2 project of various sizes/areas/designs constructed as per the sanctioned building plans.

1.11 **The 'said Flat'**: means and includes the residential flat out of the said Athashri B-2 Project including balconies plus adjacent terrace, if any, along with the allotment of car parking space, (if any,) which is agreed to be purchased by the Purchaser under this agreement.(as per sanction plans)

1.12 **The 'Township Global FSI/FAR'** : The total FSI/FAR means the total permissible Floor Space Area in respect of the said Township Land and additional lands, if any, included and amalgamated by the Owner/Promoter in the ITP as may be available under the law from time to time. This also includes paid/premium FSI/FAR for which the Owner/Promoter entitled to be used in said ITP in future.

1.13 **The 'Carpet area'**: means the net usable floor area of an unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit, it is clarified that internal columns / shear walls embedded as a part of internal partition walls are included in carpet area.

1.14 **Township Maintenance Agency'('TMA'**): the Owner/Promoter or the Owner/Promoter shall be entitled to delegate or assign the said maintenance work

of Overall Township Amenities or parts thereof to any other person/s on such terms and for such consideration as the Owner/Promoter at its discretion may think proper, said Owner/Promoter and such other person/s for the maintenance work of Overall Township Amenities to be provided by the Owner/Promoter to the ITP or parts thereof on such terms

1.15 **'Senior Resident' :** means the person who being a person of age 55 and above has purchased or has been permitted by the purchaser/s to reside in the respective unit in the said Athashri Valley Project ,

1.16 **"Overall Township Amenities"**:- Amenities as indicatively enlisted in **Annexure 'D-1'**, (said **Township Amenities**) and Common utilities of the said Township required under the Development Rules of ITP such as township roads, drainage, sewage treatment plant, solid waste management, storm water system, as indicatively enlisted in **Annexure 'D-2'**, (said **Township Utilities**),herein the said Township Amenities and the said Township utilities shall collectively be referred to as said **'OVERALL TOWNSHIP AMENITIES'**.

1.17 **'Township Maintenance Charges' ('TMC')':**means and includes contribution collected from all entities in the ITP towards the maintenance of the said Overall Township Amenities by the Owner/ Promoter or the TMA.

1.18 **Share Area :** Means carpet area + balcony area + sit-out / verandah area pertaining to the individual apartment on which maintenance charges will be calculated.

1.19 **Optional Facilities :**- Means Paid Facilities as indicatively enlisted in **Annexure 'C',** hereinafter referred to as the said **'OPTIONAL FACILITIES'. They** shall be owned and managed by Owner/Promoter. The Owner/ Promoter shall be entitled to sell, convey, transfer and give it to operate of the Optional Facilities for consideration or otherwise, to any other person, company or a body corporate. Hereinafter such other person, company or a body corporate called as said 'Owner-Operator'.

1.20 **Athashri Vally Maintenance Charges** :- will comprises of share of Athashri Vally maintenance charges for maintaining utilities and facilities in Athashri Vally to be contributed by members of various units in said Athashri Vally project.

2. AGREEMENT TO SELL AND CONSIDERATION :

2.1 The Owner/Promoter shall construct the said project building consisting of 13 floor and 0ne lower parking and one Upper parking on the project land in accordance with the plans, design and specification as approved by the concerned local planning authority from time to time.

Provided that the Owner/ Promoter shall have obtain prior consent in writing of the Purchaser/Allottee/s in respect of variations and modification which may adversely affect the said flat of the Purchaser/Allottee except any alteration or additions or modification in the sanctioned plans, layout plans and specification of the building or common areas of the said phase which are required to be made by Owner/Promoter in compliance of any direction or order, etc. issued by the Competent Authority or statutory authority, under any law of the State or Central Government, for the time being in the force. Owner/Promoter may also make such minor additions and alterations as may be required by the Purchaser/Allottee.

2.2 The Purchaser/Allottee hereby agrees to Purchase from Owner/Promoter and the Owner/Promoter agrees to sell, transfer and otherwise convey in the manner hereinafter mentioned, a future real estate i.e. the said Flat bearing No. _____

of _____ type, admeasuring _____ Sq. Mtrs. having carpet area, _____ , enclosed balcony _____ sq.mtrs, and attached terrace / loft admeasuring _____Sq. Mtrs., on the _____ floor of the _____ wing _____building and together with the _____no. covered car parking spaces (includes Mechanical car parking) bearing No. _____ situated at Upper parking/Lower parking of said Wing in the said Project being known as ATHASHRI B2 more particularly described in the **SCHEDULE-III** written hereunder, and delineated in Red color in the Floor Plan as **Annexure 'B'** annexed herewith, unto and in favour of the Purchaser, subject to the fulfillment of the terms and conditions specified herein and the Purchaser agrees to acquire and purchase the same from the Owner/Promoter, for and at a price consideration of Rs. _____/-(Rupees_____ only),including proportionate price of the common areas and facilities, hereinafter referred to as the said **'CONSIDERATION',** and other contributions to be paid by the Purchaser to the Owner/Promoter, as hereinafter mentioned.

2.3 The Purchaser/ Allottee hereby agrees to Purchase from the Owner/Promoter and Owner/Promoter hereby agrees to sell to the Purchaser/Allottee one/two /_____ no. car parking space bearing No._____ situated at Lower Parking/Upper parking being constricted in the layout for consideration of Rs._____(Rupees_____ _____ Only). Further that the Purchaser/Allottee shall not in the future raise any dispute about the suitability of the parking space as constructed by the Owner/promoter.

2.4 The Total aggregate consideration amount for the said Flat including parking spaces in thus Rs._____/-(Rupees _____ only).

2.5 The Purchaser/allottee/s agrees and understand that timely payment towards purchase of the said Flat as per payment plan/ schedule hereto is the essence of the Agreement. The Purchaser/Allottee has paid on or before execution of this agreement a sum of Rs._____(Rupees _____ only) as advance payment or application fee, and the Purchaser/Allottee has agreed to pay to the Owner/Promoter the balance of the sale consideration in the manner hereinafter appearing as Annexure 'J' annexed herewith. That the parking spaces including the mechanical parkings sold to the Purchaser/Allottee/s shall be used only for the purposes of parking and in this regard the Purchaser/Allottee/s shall comply the norms of parking as specified in the said User Manual. This has been clearly made aware to the Purchaser/Allottee/s and same has been agreed by the Allottee/s to follow.

2.6 The above consideration excludes Taxes (consisting of tax paid or payable by the Owner/Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Owner/Promoter) up to the date of handing over the possession of the said Flat and the above consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Owner/Promoter undertakes and agrees that while raising a demand on the Purchaser/s/Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner/Promoter shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s/Allottee/s, which shall only be applicable on subsequent payments.

2.7 General Specifications and Amenities of the said Flat are more particularly described in the **Annexure 'I'** annexed herewith.

2.8 The Owner/Promoter may allow, on mutual understanding, a rebate for early payments of equal installments payable by the Purchaser/s/Allottee/s by discounting such early payments as may be agreed between parties for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s/Allottee/s by the Owner/Promoter.

2.9 The Owner/Promoter shall confirm the final carpet area, balcony/sitout area and terrace area that has been allotted to the Purchaser/Allottee after the construction of the Wing/Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area/balcony area/sitout area/terrace area subject to a variation cap of three percent. The total price payable for the carpet area, balcony/sitout area and terrace area shall be recalculated upon confirmation by the Owner/Promoter. If there is any reduction in the carpet area within the defined limit then Owner/Promoter shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area allotted to Purchaser/Allottee, the Owner/Promoter shall demand additional amount from the Purchaser/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2.2 of this Agreement.

3. PAYMENT OF CONSIDERATION:

3.1 The said Consideration shall be paid by the Purchaser to the Owner/Promoter as per the Payment Schedule given in the **Annexure 'J'**, only by duly drawn cheques/demand drafts in the name of "Matrix Developers Pvt. Ltd., Escrow A/c No. 00070350008551, IFSC code HDFC0000007and Swift Code HDFCINBB, HDFC Bank Ltd., Bhandarkar road branch, Pune" or by RTGS at any other place as intimated by the Owner/Promoter. The Owner/Promoter will issue an acknowledgement receipt to the Purchaser, subject to realization of the said cheques. Provided that the Owner/Promoter reserves right to change the aforesaid Escrow A/c and can direct to the purchaser to make payment to such Escrow bank account on production of no due certificate from HDFC Bank Ltd. In such condition purchaser shall make payment to such change escrow bank account. The Owner/Promoter shall maintain a separate account in respect of sums received by the Owner/Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

3.2 In case if any bank charges are debited to the account of the Owner/Promoter, the net amount shall be deemed as payments by the Purchaser.

3.3 The time for payment of the installments of the said Consideration as provided in **Annexure 'J'** shall be the **ESSENCE OF CONTRACT.**

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

3.5 If the Owner/Promoter fails to abide by the time schedule for completing the said project and handing over the Said Flat to the Purchaser/Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the said project, interest as per state bank of India highest Marginal cost of lending rate plus 2% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Purchaser/Allottee agrees to pay to the Promoter, interest as per state bank of India highest Marginal cost of lending rate plus 2% per annum, for the breach arising out of all the delayed payments of the installments, which become due and payable by the Purchaser/Allottee to the Owner/Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/allottee(s) to the Owner/Promoter.

3.6 Without prejudice to the right of Owner/Promoter to charge interest in terms of above mentioned clause, on the Purchaser/Allottee/s committing default in payment on due date of any amount due and payable by the Purchaser/Allottee/s to the Owner/Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Owner/Promoter shall refund the amount till then received from the Purchaser/Allottee/s without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lacs Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Purchaser/Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Owner/Promoter to the Purchaser/.Allottee/s till the date of such terminationand the Owner/Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Owner/Promoter shall not be considered as waiver of Owner/Promoter's absolute right to terminate this Agreement.

3.7 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments. The Owner/Promoter may charge the Purchaser/allottee/s separately for any upgradation/changes specifically requested ot approved by the allottee in fitting, fixtures and specification and any other facilities which have been agreed upon herein or as shown in the website of the registered authority.

3.8 The Owner/Promoter herein on due date/ or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by email to the Purchaser/Allottee/s and the allottee shall make payment of such due amount to the Owner/Promoter within seven days from date of receiving such intimation. The Purchaser/allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and any such other Taxes without any delay along with each instalment.

4. POSSESSION OF THE SAID FLAT

4.1 The Owner/Promoter agrees and understands that timely delivery of possession of the said Flat is the essence of this Agreement. Subject to receipt of total consideration and dues of the Owner/Promoter and taxes thereon are paid by the Purchaser/Allottee/s in respect of the said Flat, in terms of these presents, the Promoter, based on the approved plans and specifications, assures to handover possession of the said Flat on 31st July 2021.

Provided that the Owner/Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee/s and the Owner/Promoter for giving possession of the Flat on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further if the completion of building in which the Flat is to be situated is delayed on account of –

(i) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project (“Force Majeure”).

(ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under the said Act for reason where actual work of said project/ building could not be carried by the Owner/Promoter as per sanctioned plan due to specific stay or injunction orders relating ot the said Project from any Court of Law, or Tribunal, Competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Owner/Promoter shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Owner/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Promoter shall refund to the Allottee the entire amount received by the Owner/Promoter from the allotment within 30 days’ from that date. After any refund of the money paid by the Allottee/s, Allottee/s agrees that he/she/they shall not have any rights, claims etc. against the Owner/Promoter and that the Owner/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

4.2 SCHEDULE FOR POSSESSION OF THE COMMON AMENITIES:-The Owner/Promoter herein is developing the said ATHAHSRI VALLEY project Land which consists of various phases having common amenities like club house, landscape garden etc., the construction / development of the said common amenities of Athashri Vally project will be completed in due course only after completion of construction of all the project phases on the said ATHASHRI VALLEY project Land. The Owner/Promoter, assures to hand over possession of the said Athashri B2 project common amenities enlisted in Annexure E-1 on 31st

July 2021 and assures to hand over possession of the said Athashri Valley project common amenities enlisted in Annexure E-2 on _____.

The Purchaser/Allottee/s herein agree and convey that he/she/they shall not be entitled to refuse to take the possession of the said Flat on the ground of non-completion of aforesaid common amenities.

The Purchaser/Allottee/s further agree that even where 'substantial completion' of works has been done and after receiving Occupation Certificate from the competent authority possession of the said Flat shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Flat and he can cohabit in the said Flat. However if the Owner/Promoter is not allowed by the Allottee/s or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Owner/Promoter.

4.3 PROCEDURE FOR TAKING POSSESSION:-The Owner/Promoter, upon obtaining the Occupancy Certificate from the Planning Authority shall offer in writing to the Purchaser/Allottee/s intimating that, the said Flat is ready for use and occupation. The Purchaser/Allottee/s herein shall inspect the said Flat in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of total consideration and dues and taxes thereon to the Owner/Promoter as per terms and conditions of this Agreement and take the possession of the said Flat within 15 days' from the date of written intimation issued by the Owner/Promoter to the Allottee herein. The Owner/Promoter agrees and undertakes to indemnify the Purchaser/Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Promoter. The Purchaser/Allottee/s agree to pay the maintenance charges as determined by the Owner/Promoter / TMA/ Body of the Flat Purchaser/Allottee / Association of Purchaser/Allottee/s, as the case may be.

4.4 It shall be expressly agreed that wherever it is the responsibility of the Purchaser/Allottee/s to apply and get necessary services the same shall not be undertaken by the Owner/Promoter and the Purchaser/Allottee/s shall be solely responsible for the same.

4.5 Upon receiving a written intimation from the Owner/Promoter as stated hereinabove, the Purchaser/Allottee/s shall take possession of the Flat from the Owner/Promoter by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement, and the Owner/Promoter shall give possession of the Flat to the Purchaser/Allottee/s. In case the Purchaser/Allottee/s fails or commits delay in taking possession of said Flat within the time provided hereinabove, such Purchaser/Allottee/s shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Flat and the Owner/Promoter shall not be liable for the maintenance, wear and tear of the said Flat.

4.6 After obtaining the occupancy certificate and handing over physical possession of the said Flat to the Purchaser/Allottee/s, it shall be the responsibility of the Owner/Promoter to handover the necessary documents and plans, including common areas, to the association of the Purchaser/Allottee/s or the competent authority, as the case may be, as per the local laws.

4.7 That the Purchaser/Allottee has given his specific confirmation therein that the responsibility of title of the said Project Land be on the Owner/Promoter up and

until the conveyance of the said Building/Phase/Wing and the said Project Land thereunder.

4.8 Except for occurrence of the events stating herein above, if the Owner/Promoter fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Owner/Promoter on account of suspension or revocation of the registration under the said Act; or for any other reason; the Owner/Promoter shall be liable, on demand to the Purchaser/Allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total consideration excluding taxes received by him in respect of the Flat, with the interest as specified in the Rules of the said Act within 30 days including compensation in the manner as provided under the said Act.

Provided that where if the Purchaser/Allottee/s does not intend to withdraw from the said Project, the Owner/Promoter shall pay the Purchaser/Allottee/s interest as per State bank of India highest Marginal Cost of Lending Rate Plus 2%, on all amounts paid by the Purchaser/Allottee/s, for every month of delay, till handing over of the possession of the said Flat.

5. RESPONSIBILITIES OF THE OWNER/PROMOTER :

5.1 About formation of Society and Conveyance:

The Conveyance of title as envisaged under The Real Estate (regulation and Development) Act 2016 in respect of the said Flat and the said Athashri B-2 Project land shall be as under:

5.1.1 Considering the Owner/Promoter herein is carrying on the construction /development on the said Athashri Vally Project land in phases as aforesaid and further to have the maintenance of building/Wingin said project and common amenities and facilities enlisted in Annexure E1 and E2 more conveniently, there will be one or more entities/ Co-operative societies and/or Apex societies/Federation/and/or limited company or as such may be formed under prevailing local laws as may be applicable to the said Athashri Vally project and said project, as may deem fit by the Owner/Promoter.

5.1.2 The Owner/Promoter shall form a Co-operative Housing Society classified as Tenant co-partnership society on the said Athashri B-2 Project land and all unit Purchasers in said Wing on said Athashri B-2 land shall become member of such society, which is hereinafter referred to as 'the said society'. The Society which will be formed and registered in respect of the Flats including the said Flat shall be known and called as **'FOREST TRAILS ATHASHRI B-2 or 'FOREST TRAILS ATHASHRI SHIVRANJANI…. (as the case may be) CO-OPERATIVE HOUSING SOCIETY LTD**.', subject to approval of the concerned authorities. The Owner/Promoter shall have liberty to put name board of owner/ Promoter in vicinity/on the said Wing/building and shall also have liberty to decide any other name for the said Society or Wing/building. The Purchaser or other flat holders in the said Society or its successors are not entitled to change the aforesaid names and remove or alter name board of Owner/ Promoter in any circumstances. The Flat Purchaser undertakes to become member of said Society and shall extend full co-operation to owner/promoter in formation of said society by signing various applications, paper and documents or otherwise sign and return to the Owner/Promoter within seven days of the same being forwarded by the Owner/Promoter to the Purchaser/Allottee, so as to enable the Owner/Promoter to register the common organization of Purchaser/Allottee. No objection shall be

taken by the Purchaser/Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. This condition is essential condition of this Agreement.

5.1.3 In all respect after completion of Athashri Vally Project and further to have maintenance of common amenities and facilities enlisted in annexure E2 and Open spaces, Internal roads and otherwise in said Athashri Vally Project more conveniently, there will be one Apex society/Federation/Limited company or as such may be formed by owner/Promoter as may be applicable to said Athashri Vally project.

5.1.4 The Owner/Promoter shall, within one year from last Occupation certificate contains entire wings in said project and simulation in registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

5.1.5 The Developer will make application within two months after getting occupation certificate of the last building in the Athashri Vally to formed an apex body / federation of the various flat owners entitles in said Athashri vally Project, the said Apex body shall called “Forest trails Athashri Vally”. The Promoter shall, within six months from registration of such Federation/apex body, as aforesaid, cause to be transferred to the Federation/Apex body all the project land and amenities in the said Athashri Vally project subject more particularly described herein after.

CONVEYANCE OF THE SAID FLAT:-

5.1.6 The Owner/Promoter, on receipt of entire amount of the Price of the said Flat under the Agreement from the Purchaser(s)/Allottee(s), shall execute a conveyance deed and convey the structure of the said Athashri B2 Project along with units (subject to his right to dispose of the remaining unsold Units, if any) upon said Project land within 1(one) years from the date of last Occupation certificate/completion certificate of structure/building (excluding basements and podiums) of said Atahshri B2 Project. However, in case the Purchaser(s)/Allottee(s) fails *to* deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser(s)/Allottee(s) authorizes the Owner/Promoter to withhold registration of the *conveyance* deed in *his*/her favour till full and final settlement of all dues and stamp duty and registration charges to the Owner/Promoter is made by the Purchaser(s)/Allottee(s) absolute and unconditional consent to this scheme of development and conveyance.

5.1.7 The above said deed of conveyance to be executed unto and in favour of the said Society shall incorporate wherever relevant and necessary, the terms and conditions of this Agreement, terms and conditions imposed by the Government while granting various sanctions and permissions; and policies, bye-laws, rules and regulations of the ITP, framed by the said TMA and all special conditions for senior living project specified hereinabove. The Owner/Promoter shall be responsible to prepare the draft of the Deed of Conveyance

5.1.8 The Owner/Promoter shall be liable and responsible to convey only the concerned part of the said Athashri B-2 Project structure to the said Society, in which the said Flat herein agreed to be purchased by the Purchaser is situated. The ownership of the Athashri B2 project land and common amenities, and open spaces shall retained by Owner/Promoter until it is conveyed to the Apex society or federation,

as recorded herein above. It is further clarified that the Overall Township Amenities including common / internal roads, artery roads, green spaces, public utility spaces, and remaining open spaces etc. shall not be transferred to this said society or as case may be to the said federation or apex body but shall be retained and manage and maintain by the Owner/Promoter. The said Owner/Promoter shall be entitled to own, retain, manage and maintain the Optional Facilities and shall be entitled to convey, transfer Optional Facilities, township green, internal roads, open specs to any constituents of the township either for consideration or otherwise.

5.1.9 The Purchaser or the said Society shall not have any right, title or interest of any kind on the property to be conveyed to the other entities in the Township Land/ ITP.

5.1.10 The purchaser confirms that he has read and accepted certain specific bye laws which are in conformity with the objective of township and senior citizen housing and which would be incorporated as additional bye laws and same shall be read with model bye laws provided under societies Act of proposed society. By this agreement to indenture the Purchaser has give his No Objection and clearance to Owner/Promoter to change or modify draft bye laws of the said Society as may be required by Owner/Promoter or concerned authority from time to time. The Purchaser either individually or otherwise howsoever shall not be entitled to raise any objection/s of whatsoever nature in this behalf. The Purchaser shall observe all the rules and regulations of bye laws of the said Society, including the amendments made thereto from time to time.

5.1.11 All the expenses relating to the conveyance in favour of the said Society or Apex body/Federation such as stamp duty, registration fees, legal fees and other incidentals, if any, other than stamp duty and registration charges paid for these present, shall be borne and paid by all the Purchasers in proportion to the sharing areas of their respective Flats.

5.1.12 The Owner/Promoter hereby agrees that he shall, before handing over possession of the said Flat to the Allottee/s ensure that the title of Flat is free from all encumbrances and is marketable and in any event before execution of a conveyance to the Apex society/ federation make full and true disclosure of the nature of his title to the said project Land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said project Land / Building/s and shall as far as practicable, ensure that the said project Land / Building/s are free from all encumbrances and that the Owners / Promoter have absolute, clear and marketable title to the said project Land so as to enable him to convey the same to the ultimate Allottee/s.

5.2 DEFECT LIABILITY OF THE OWNER/PROMOTER

5.2.1 If within a period as specified in the Rules of said Act, the Allottee/s from the date of handing over the said Apartment or within 15 days from the date of intimation by the Promoter to take the possession of the said Apartmentwhichever is earlier, brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment / phase / wing and in specific the structure of the said Apartment / Wing / Phase of the said Building/s which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the

fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee to maintain his Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Apartment are regularly filled with white cement / epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment / Building / Phase / Wing, and if the annual maintenance contracts are not done / renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.

That the allottee has been made aware and the allottee expressly agrees that the regular wear and tear of the Apartment / Building / Phase / Wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

Provided further that any deviation in usage /maintenance of the said Apartment in contravention to User Manual shall amount to default on part of the allottee towards proper maintenance of the apartment / building / Phase / Wing and the allottee shall not be entitled to claim any compensation against defect liability from the Promoter.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Apartment / Phase / Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee/s for fit-outs and interior works or within 15 days from the date ofintimation of possession of the said Apartment by the Promoter whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said apartment / building / phase / wing as stated in this Agreement. That further it has been agreed by the Allottee/s that any damage or change done within the Apartment sold or in the building / phase / wing done by

him/them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoter from the same.

In particular it is hereby agreed that the Purchaser/Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Owner/Promoter, the said defect liability automatically shall become void and the Purchaser/Allottee/s alone shall be liable to rectify the defect at own cost and consequences. Further, the Purchaser/Allottee/s shall be liable to pay damages, if any, to Purchaser / Owner / user of the flat below. Any deviation in usage /maintenance of the said flat in contravention to user manual shall abound to default on part of the purchaser towards proper maintenance of the flat/ building and the purchaser shall not be entitled to claim any compensation against defect liability from the Owner/Promoter.

5.3 DISCLOSER AND WARRANTIES BY THE PROMOTER:-

5.3.1 The Owner/Promoter is absolutely entitled to develop the said Project and the said project land is free from encumbrances except the charge of HDFC Ltd., Shivaji Nagar Branch, Pune 411001. Hence the Owner/Promoter if specifically required by the Purchaser may obtain requisite NOC of HDFC Ltd., Shivaji Nagar Branch, Pune 411001. The Owner/Promoter reserves right to change the charge in favour of any other financial institution by vacating present charge of HDFC Ltd., Shivaji Nagar Branch, Pune 411001 and in such situation provision of this clause shall mutatis mutandis apply to such other financial intuition

5.3.2 The Owner/Promoter has made full and true disclosure of the Title of the said land as well as encumbrances, if any, known to the Owner/Promoter in the Title report of the advocate. The Owner/Promoter has also disclosed to the Purchaser/Allottee/s nature of its right, title interest or right to construct building/s, and also given inspection of all documents to the Purchaser/Allottee/s as required by the law. The Purchaser/Allotte/s having acquainted himself /herself/themselves with all facts and right of the Owner/Promoter and after satisfaction of the same has entered into this agreement.

5.3.3 The Owner/Promoter shall construct the said Flatin the concerned Tower on the said Athashri Project Land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser and enlisted in the Annexure 'I', with only such variations and modifications as Owner/Promoter may consider necessary or as may be required by the concerned local authority/ the government to be made in them or any of them and for that the Purchaser herein has given his irrevocable consent, provided such variations or modifications do not adversely affect the said Flat.

5.3.4 The Promoter hereby represents and warrants to the Purchaser(s)/Allottee(s) as follows:

i. The Owner/Promoter has clear and marketable title with respect to the said Athashri B-2 Project Land/Township Land /Property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said said Athashri B-2 Project Land/Township Land /Property and also has actual, physical and legal possession of the said said Athashri B-2 Project Land/Township Land /Property for the implementation of the said Athashri B2 Project;

ii. The Owner/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Athahsri B2 project;

iii. There are no encumbrances upon the said Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the said Project except those disclosed in the title report;

v. All drawings, Sale Plans, other drawing are as given to the Owner/Promoter by the appointed Architect, Structural Consultants, other Consultants, the Owner/Promoter has thus disclosed the same to the Purchaser/Allottee and the Purchaser/ Allottee is aware that Professional liabilities have been undertaken by them individually with Owner/Promoter which shall prevail on these consultants individually or cumulatively if there is any loss /harm is caused to the Purchaser/Alloteee and based on these said details of the drawings and the calculations and areas shown, the Purchaser/ Allottee has agreed to take the said Flat.

vi All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Athashri B2 Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, said Athashri B2 Project Land and said building/wing shall be obtained by following due process of law and the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Athashri B2 Project Land, Building/wing and common areas;

vii. The Owner/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Allottee created herein, may prejudicially be affected;

viii. The Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any third person or party with respect to the said Athashri B2 Project Land, including the said Project and the said Flat which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;

ix. The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Flat to the Purchaser/Allottee in the manner contemplated in this Agreement;

x. At the time of execution of the conveyance deed of the structure to the association of Purchaser/allottees, the Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/Allottees;

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

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owner/Promoter in respect of the said Athashri B2 Project Land and/or the Project except those disclosed in the title report.

6 RIGHTS OF THE OWNER/PROMOTER:

The Parties hereto agree that the Owner/Promoter under this agreement shall be entitled to the following rights:

6.1 The Owner/Promoter as per Integrated Township Policy, 2005 as amended in 2016 by further notifications published time to time till the completion of ITP, under Maharashtra Regional and Town Planning Act, 1966 or any other legal provision applicable to the said Township Land will be entitled to use, modify, consume and transfer, global Floor Space Index / Floor Area Ratio ("F.S.I.") Additional, Paid and Fungible FSI, Transferable Development Rights (T.D.R.) available in respect of the said Township land either in the same Sector or any other location in the said Township Land.

6.2 The Owner/Promoter hereby declares that the Floor Space Index (F.S.I.) used as on date in respect of the said Athashri B2 Project is _____ sq. mtrs. and Owner/Promoter planned to remove _____sq. mtrs F.S.I. area by payment of premium towards staircase, passages and balcony etc., and retain _____F.S.I for the entire Athashri B2 building without changing the design of Athashri B2 project no separate permission shall be required from the purchaser in favour of Owner/Promoter to carry out aforesaid process any time before transfer of land to the apex body. In view of the Global FSI concept under ITP policy, the said minimum F.S.I of _____ sq. mtrs shall belong to said society of Athashri B2 on conveyance. Entire balance FSI, additional FSI as may be available under the township rules from time to time shall belong to the Owner/ Promoter which can be utilize anywhere in the balance township land.

6.3 Irrespective of the fact that the conveyance as envisaged under this Agreement has been executed by the Owner/Promoter or not, Without requiring any consent or power from the said society/apex society/federation, the Owner/Promoter shall be entitled to modify, submit get sanctioned from concerned planning authority entire layout plan of the township without changing F.S.I. and the area of the said project land and the buildings thereon,

6.4 The Owner/Promoter, for all moneys due and payable by the Purchaser to the Owner/Promoter under this Agreement, shall have first and paramount lien and charge upon the said Flat and the right, title and interest of the Purchaser therein.

6.5 The Overall Township Amenities, green spaces, public utility spaces, open spaces, gardens, shall vest in the Owner/Promoter or its assigns, and it shall have right to allot, sell, transfer, convey or otherwise deal with the same and for the reason of purchase of the said Flat, the Purchaser herein or the said society shall not be entitled to claim any right, title or interest therein except that they shall be entitled to the use thereof as per the Rules that will be made applicable thereof by the Owner/Promoter and on payment of the charges, fees as will be stipulated by the Owner/ Promoter.

6.6 The Manger room and guest house shall always belong to Owner/Promoter, the guest room facility will be made available to the Purchaser. These are retained by Owner/Promoter for benefit of all purchaser Athashri B2 building. The Owner/Promoter shall not be liable to make contribution to the common expenses

and deposits, however the Owner/Promoter shall pay its own electricity and taxes pertaining to the said Manager Flat and Guest rooms.

6.7 The Owner/Promoter shall be entitled to add or amalgamate adjoining lands to the said Athashri Vally Project land /Township Land and shall be entitled to provide all the Township/ Athashri Vally amenities to such lands.

6.8 Notwithstanding whatever stated elsewhere in this Agreement, the Parties expressly agree and the Purchaser understands that the schematic layout of amenities given in the brochure of the ITP depict the indicative amenities, however the Owner/Promoter will always at its discretion have the right to alter / amend / relocate /add / delete/change any of the items or specifications or amenities outside of the said Project Land (to add disclaimer). Disclaimer: The plans, specifications, images and other details here in are only indicative and the developer/owner reserve the right to change any or all. The printed material does not constitute a contract / offer of any type between the developer/owner andthe recipient. Any purchase /lessee of this development shall be governed by the terms and conditions of the agreement for sale/lease entered into between parties and no details mentioned in this printed material shall in any way govern such transaction.

6.9 The Owner/Promoter has specifically disclosed to the Purchaser and the Purchaser has well-understood that the Owner/Promoter is carrying out the ITP as aforesaid and till the completion of the ITP, the Owner/Promoter may revise the layout and / or building plans from time to time in respect of the said Township Land, without affecting the plan and design of the said Flat. However, due to such revisions, the location and the area of the other sectors and / or artery roads and / or internal roads and / or the open spaces / green spaces / public utility spaces and / or the amenity spaces may change as compared to the presently sanctioned layout of the said Township Land. The Purchaser has therefore hereby given his specific consent/ NOC for the same. The Purchaser also agrees and confirms that the Owner/Promoter shall be absolutely entitled to use or permit to be used, the artery roads and/ or the internal roads as per the sanctioned or revised layout in respect of the said Township Land, as an access to the other projects or lands included by the Owner/Promoter in the ITP as also as an access to the other lands or projects to be developed by the Owner/Promoter or any other promoter, in the vicinity of the said Township land and the Purchaser shall not be entitled to raise any objection whatsoever for the same.

6.10 The Owner/Promoter, subject to the rules and regulations for the time being in force in this behalf, shall be entitled to change the user of any portion / Sector of the said Township Land and/or any structure/s thereon for any other purposes other than said Athashri B2 Project land and subject to the rights of the Purchaser in respect of the said Flat hereby agreed to be sold at the absolute discretion of the Owner/Promoter..

6.11 In case the Owner/Promoter forms the said Society as agreed hereinabove, before sale or disposal of some of the flats in the said Wings, in that case the Owner/Promoter shall have the privilege and right to sell, dispose of such unsold flats, guest house/s, resident Manager Flat to any person/s as per his discretion at any time in future, without any objection of whatsoever nature on the part of the Purchaser or the said Society. The Owner/Promoter shall not be liable to pay the maintenance charges in respect of the said unsold flats. The flats in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold flats for the purpose of this clause. Such new purchasers shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any

other consideration/fee. The Purchaser as well as the said Society shall extend all co-operations to the Owner/Promoter and the new purchaser in this regard.

6.12 In the event any portion of the said Project Land being required by any utility / service provider for installing any electric sub-station / transformer / Wing, gas bank machinery, plants, buildings, et cetera, the Owner/Promoter shall be entitled to transfer such portion to the said utility / service provider or any other body for such purpose on such terms and conditions as the Owner/Promoter deems fit and / or as per requirement of such utility / service provider or as per applicable law/ rules / regulations. The Purchaser or the said Society shall not be entitled to raise any objection in this regard.

6.13 In the said project multi stories high rise buildings/wings are under construction and considering to maintain the stability of the building/wings and internal structure, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said Flat. Changes such as civil, electrical, plumbing etc shall not be allowed during construction and till delivery of possession of said Flat.

7 THE PURCHASER/ALLOTTEE/S OR HIMSELF/THEMSELVES WITH INTENTION TO BRING ALL PERSONS IN TO WHOSOEVER HANDS THE FLAT/SAID FLAT MAY COME, HEREBY COVENANTS WITH THE OWNER/PROMOTER AS FOLLOWS:-i.e. COVENANTS OF THE PURCHASER:

The Purchaser does hereby, agree, assure, confirm, declare and covenant unto and in favour of the Owner/Promoter as under:

7.1 Specific covenants by the Purchaser(s)/Allottee(s):

The Owner/Promoter has disclosed and explained the unique features of the ITP to the Purchaser and the Purchaser has well understood the same. Hence it is specifically agreed and undertaken by the Purchaser with the Owner/Promoter as follows:

Without the consent of the Owner/Promoter till the date of conveyance and of the Society thereafter:

a) The Purchaser shall not do, execute and perform any act, deed or thing whereby the ambience, features, design and objects of the said flat, said Athashri B-2 Project and/ or the ITP will be affected in any manner whatsoever.

b) The Purchaser shall not carry out any external changes in the elevation, design structure and colour scheme of the said Wing in which the said flat is situated provided by the Owner/Promoter. The Purchaser shall not demolish or cause to be demolished any part of the said flat.

c) The Purchaser shall not do, execute or perform any act, deed or thing whereby the enjoyment of the common areas and facilities of the said Athashri B-2 Project as well as the ITP, such as common open spaces, internal roads, entrance areas and gates will be affected in any manner whatsoever.

d) The Purchaser has specifically agreed to maintain the unique features, ambience and esthetics of the said flat / said Athashri B-2 Project and /or the ITP.

7.2 Covenants relating to usage of the said Flat:

i. The Purchaser/s if senior by age shall use the said Flat for the purpose of his residence or for the residence of senior resident who is family member or for the

residence of senior resident on rent, lease or otherwise and the Purchaser shall not use nor allow any other person to use the said Flat or any part thereof for any other purpose otherwise sanction by planning authority. Any unauthorized change in the user by the Purchaser of the said Flat shall render this Agreement voidable at the instance of the Owner/Promoter and the Purchaser in that event shall not be entitled to any rights arising out of this Agreement.

ii. To maintain the said Flat at the Purchaser/Allottee's own cost in good and tenantable repair and condition and maintain it as per guidelines given in user manual from the date that of possession of the Said Flat is taken and shall not do or cost to be done anything in or to the building in which the Said Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Said Flat is situated and the Said Flat itself or any part there of without the consent of the Owner/Promoter and sanctioning authorities.

iii. Not to store in the Said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Said Flat is situated, including entrances of the building in which the Said Flat is situated and in case any damage is caused to the building in which the Said Flat is situated or the Said Flat on account of negligence or default of the Purchaser/Allottee in this behalf, the Purchaser/Allottee shall be liable for the consequences of the breach.

iv. To carry out at his own cost all internal repairs to the said Flat and maintain the Said Flat in the same condition, state and order in which it was delivered by the Owner/Promoter to the Purchaser/Allottee and shall not do or suffer to be done anything in or to the building in which the Said Flat is situated or the Said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/Allottee committing any act in contravention of the above provision, the Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

v. Not to demolish or cause to be demolished the Said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Flat is situated and shall keep the portion, sewers, drains and pipes in the Said Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Flat.

vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

viii. Pay to the Owner/Promoter within fifteen days of demand by the Owner/Promoter, his share of security deposit demanded by the concerned Township authority, local authority or Government or giving water, electricity or any other service connection to the building in which the Said Flat is situated.

ix. To bear and pay increase in local taxes, fire cess, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said Flat by the Purchaser/Allottee for any purposes other than for purpose for which it is sold.

x. The Purchaser/Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Flat until all the dues payable by the Purchaser/Allottee to the Owner/Promoter under this Agreement are fully paid up.

xi. The Purchaser/Allottee shall observe and perform all the rules and regulations which the TMA, Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the TMA, Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. The Purchaser will also follow all rules and regulation and stipulations as may be formed by the Township Management Authority time to time.

xii. Till a conveyance of the structure of the building in which Said Flat is situated is executed in favour of Society/Limited Society and/or till the defect liability period of said project, the Purchaser/Allottee, said society shall permit the Owner/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said wings or any part thereof to view and examine the state and condition thereof and carry out the repair work as may be required.

xiii. Till a conveyance of the project land on which the building in which Said Flat is situated is executed in favour of Apex Body or Federation till the defect liability period of said project, the Purchaser/Allottee, Apex Body or Federation shall permit the Owner/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof and to carry out the repair works as may be required.

xiv. That the Purchaser/Allottee shall indemnify and keep indemnifying the Owner/Promoter towards against any actions, proceedings, cost, claims, and demands in respect of any breach, non-observance or non performance of such obligation given specifically herein to the Purchaser/Allottee.

xv. That any nominated surveyor/architect appointed for specific purpose stated in this covenant the fees of which shall be mutually decided by and between the Owner/Promoter and the Purchaser/Allottee and the same shall be paid by the Allottee as agreed mutually.

xvi. That nothing herein contained shall construe as entitling the Purchaser/Allottee any right on any of the adjoining, neighboring or the remaining building/common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Purchaser/Allottee to the Owner/Promoter.

7.3 Covenants of the Purchaser about payment of maintenance charges:

7.3.1 Within 15 days after notice in writing is given by the Owner/Promoter to the Purchaser/Allottee that the said Flat is ready for use and occupancy, the Purchaser/Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the said Athashri B2 project, Athashri Vally maintenance charges, and Said Township maintenance charges, maintenance of said ITP and building/s. The Purchaser shall hand over to the Owner/ Promoter a duly drawn cheque in favour of the Owner/Promoter and/or the said Society, for an ad-hoc aggregate amount calculated at the rate of Rs. 43 /- (Rupees forty three only) per Sq. mtrs., per month of sharing area of the said Flat, towards maintenance charges for first twelve months of amount Rs._____ (Rupees _____). It is clarified that the aforesaid charges of Rs. 43/- per Sq. mtrs. of sharing area per month out of the aforesaid charges of Rs.26.50 per sq. mtrs. of sharing area has towards society maintenance charges and Athashri Vally maintenance charges and Rs.16.50 per sq. mtrs., of sharing area has towards Overall Township maintenance charges which aggregately are ad-hoc estimate of the likely expenditure for maintenance as detailed herein below and in case the actual expenditure exceeds the estimate, the Owner/ Promoter / the said Society shall be entitled to ask for additional amount towards the maintenance contribution from the Purchaser. The period of the said Twelve months shall commence from the date of the first letter issued by the Owner/Promoter to the Purchaser offering possession of the said Flat. The amounts so paid by the Purchaser/Allottee to the Owner/Promoter shall not carry any interest.

7.3.2 The said maintenance charges are to be utilized by the Owner/Promoter or the said Society as the case may be towards: (i) expenses of maintenance of Project. Amenities, (ii) payment of all maintenance costs, taxes, betterment charges and assessments, contribution towards Project amenities, Athashri Vally Utilities amenities and Overall Township Amenities except the Optional Facilities, all other expenses necessary and incidental to the management and maintenance of the said project, Said Athashri Vally Project and ITP and more over impositions which may from time to time be levied upon or be payable in respect of the said Athashri B-2 Project Land and/or the said Wing to TMA or to concerned Local Authority / government – semi government authorities and/or any other authority et cetera as the case may be, (iii) all other outgoings and expenses including insurance premium, provisions for depreciation and sinking fund and all outgoings et cetera. The tenants or licensees of the Purchaser shall not be automatically entitled to benefit of Optional Facilities and the Purchaser shall incorporate clause to that effect in concerned deeds / documents et cetera.

7.3.3 The Purchaser shall not withhold any payments of the amounts due and payable to the Owner/Promoter or the said Society or Apex body/Federation as the case may be under this clause on any ground whatsoever. In case the Purchaser commits any default in payment of the maintenance charges payable to the Owner/Promoter or to the said Society, the Owner/Promoter or the said Society as the case may be shall have first charge over the said Flat, and such charge shall move with the said Flat and shall be binding on all subsequent transferees of the Purchaser. The Owner/Promoter or the said Society shall be entitled to recover the said arrears with interest thereon by due course of law. Further the Owner/Promoter and/or the said Society shall be entitled to get the said Flat

attached to recover the said arrears as per Sec. 101 of the Maharashtra Co-operative Societies Act, 1960. Moreover, in case of such default on part of the Purchaser, the Owner/Promoter and/or the TMA and/or the said Society shall be entitled to withhold supply of any/all of the utilities such as internet connections, cable connections, cooking gas connections, water supply et cetera of the Purchaser until entire amount due are duly paid by the him to Owner/Promoter and/or the TMA and/or the said Society as the case may be, with interest thereon.

7.4 Covenants relating to the transfer of the said Flat by the Purchaser:

The Purchaser shall not, without written permission of the Owner/Promoter before the execution and registration of conveyance to the said Society or without written permission of the said Society after execution and registration of the said conveyance let, sublet, transfer, assign, convey, mortgage, charge or in any way encumber or deal with or dispose of the said Flat or part with the possession of the said Flat or any part thereof or create third party interest of any kind in respect of the said Flat or any part thereof and/or in respect of any of the rights hereunder conferred upon the Purchaser in any manner whatsoever. The Owner/Promoter or the said Society shall be entitled not to give such permission to the Purchaser until and unless i) all the dues payable by the Purchaser to the Owner/Promoter or the said Society or to the Apex Body/Federation under this agreement are paid in full; ii) the Purchaser has rectified default or breach of any of the terms and conditions of this Agreement committed by the Purchaser, and; iii) the Purchaser has adequately indemnified the Owner/Promoter or the said Society as the case may be for such default or breach, Iv) The Purchaser shall covers all terms and condition stipulated in this Agreement at the time of execution and registration of transfer deed in favour of third party.

7.5 Covenants relating to the said Society:

7.5.1 The Purchaser shall strictly observe all the rules, regulations, bye-laws, resolutions and any amendments thereto of the said Society.

7.5.2 The Purchaser shall pay to the said Society regularly and punctually, the maintenance charges and also any other charges / contributions et cetera as stated in Clause No. 7.3 hereinabove relating to covenants of the Purchaser about the maintenance charges or determined by the said Society from time to time. In case of default in such payment on part of the Purchaser, the said Society shall be entitled to take necessary action on the Purchaser as per law and as per the bye-laws of the said Society.

7.5.3 The Purchaser alongwith other purchasers shall not be entitled to form a co-operative society on their own. The Owner/Promoter alone shall be entitled to form society of flat purchasers as envisaged under this Agreement.

7.5.4 The Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Township Land and the said Project Land;

7.5.5 The Purchaser and said society shall comply with garbage and solid waste disposal system for collection and disposal implemented by the TMA as per the applicable provisions of law.

7.5.6 The Purchaser shall always be liable to separate the dry garbage from the wet garbage generated by him. The said Society shall collect such separated garbage from the Purchaser and the Owner/Promoter / TMA shall collect the same from the said Society and dispose it off.

7.5.7 Disposal of sewage and garbage in the ITP shall be the responsibility of the Owner/Promoter / TMA for which the Purchaser shall always follow the rules and regulations framed by the TMA in respect of segregation, storage, collection and disposal of sewage and garbage in the ITP.

7.6 Covenants relating to Purchaser's rights to the said Flat

The only rights under this Agreement conferred upon the Purchaser are the rights in respect of the said Flat alone and the same are restricted by terms and conditions of this Agreement. The Purchaser agrees that the Owner/Promoter has exclusive right in respect of rest of the flats in the said Wing and also in respect of all the open spaces, remaining on the said Township Land alongwith the right to utilize inherent and unutilized F.S.I. or T.D.R. and benefits arising out of setback as detailed in this Agreement.

7.7 General covenants:

7.7.1. The Purchaser hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned authorities at the time of sanctioning the said plans or thereafter.

7.7.2 The Purchaser is hereby prohibited from raising any objection in the matter of sale and use of any flats as well as amenity space being used as commercial or otherwise by the Owner/Promoter, as well as allotment of exclusive right to use terrace/s, car parking/s, garden space/s, space/s for advertisement 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 aforesaid purpose the Purchaser by executing these presents has given his irrevocable consent and for this reason a separate consent for the same is not required.

7.7.3 Any delay tolerated, indulgence shown by the Owner/Promoter in enforcing the terms of this Agreement or for any forbearance or giving of time to the Purchaser/s by the Owner/Promoter shall not be considered or construed as a waiver on the part of the Owner/Promoter 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 Owner/Promoter.

7.7.4 Member of any other society in the ITP should adhere to all security rules framed by TMA and said member and his vehicles shall have right of ingress and egress through the internal roads/ pathways/ driveways of the said Society, and All entitles in the said ITP and the Owner/Promoter shall have right to lay down all service like drainage line, electricity line, storm water line, pathways, walkways through the said society and land conveyed to Forest trails Athashri Vally.

7.7.5 After the possession of the said Flat is handed over to the Purchaser, if any work thereafter is required to be carried out by the Government or semi-government or local authority or any statutory authority, the same shall be carried out by the Purchaser in co-operation with the purchasers of the other flats in the said Wing at their own costs and the Owner/Promoter shall not be in any manner liable or responsible for the same.

7.7.6 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said Township Land or the said Athashri B-2 or the said Wing, or any part thereof. The Purchaser shall have no claim, save and except, in respect of the said Flat hereby agreed to be sold to the Purchaser. The open spaces, parking, lobbies, said Athashri B-2

Project Amenities et cetera, shall remain property of the Owner/Promoter until the said Athashri B-2 Project land together with the said Wings, save and except any part reserved by the Owner/Promoter, are transferred to the said Society.

7.7.7 Significant risks and rewards of ownership and effective control of the said Flat shall be deemed to have been transferred on delivery of its possession though ownership of the said Flat and effective control of the said Athashri B-2 Project shall remain with the Owner/Promoter. It is hereby made clear that the Owner/Promoter is or will be constructing the said Flat or Wing or developing the said Athashri B-2 Project land/ Township Land as owner thereof and at its own costs and not for and on behalf of or as agent of the Purchaser and has not agreed to transfer any goods involved in the works contract. By this agreement, the Owner/Promoter has agreed to convey in future an immoveable property.

7.7.8 If the Purchaser suffers any loss, damages et cetera arising out of this transaction, by reason of any change, amendment, modification, change in any statute, law, rules, regulations et cetera, the Owner/Promoter shall not be liable to make good the same to the Purchaser.

7.7.9 The Owner/Promoter has, at time of allotment or prior to the execution hereof, as demanded by the Purchaser given inspection to the Purchaser of all the documents of title relating to the said Township Land; copies inter alia of maintenance manual and all sanctions, permissions, licenses, clearances, et cetera issued in favour of the Owner/Promoter by various local / government / semi government bodies; right of Owner/Promoter to develop the ITP; the rights of the Owner/Promoter to construct/ develop/ sell the flats/ car parking spaces/ gardens/ terraces et cetera; plans, designs, specifications, master layout, title report, maintenance Manual and all other related documents as are specified under the Real Estate (Regulation and Development) Act 2016 & then Prevailing Law; and the Purchaser has satisfied himself about the title of the Owner/Promoter to the said Athashri B2 Project Land, his rights to develop the ITP and to allot and sell the said Flat; and the Purchaser shall not be entitled to raise any objections whatsoever in this regard.

7.7.10 The Purchaser shall pay to the Owner/Promoter the said Consideration and contributions or outgoings punctually and diligently and shall observe all the terms and conditions of this Agreement strictly.

7.7.11 All the applicable covenants under this Agreement agreed to by the Purchaser shall be binding on the transferee/licensee of the Purchaser. The Purchaser undertakes to make this condition essential ingredient of the concerned instrument of transfer/license with his transferee/licensee.

7.7.12 The use of brand/ trade mark (Paranjape schemes) and Athashri are being used by the Owner/Promoter under a separate agreement from the owners of brand /trade mark. The aforesaid agreement is the part of title documents supplied to the purchaser. The responsibility of Owners of such brand /trade mark shall be restricted to the responsibility mentioned under aforesaid trade mark agreement.

7.7.13 Owner/ Promoter hereby clarifies that it has withdrawn all its advertisements and brochures et cetera in respect of the said Athashr B2 Project published prior to 01.05.2017 and the same are not in use since then; and the purchaser/Allottee/s hereby acknowledges the same. The Purchaser/Allottee/s hereby clarifies that he has relied only on the advertisements and brochures et cetera in respect of the said Project published by the Owner/ Promoter only after 01.05.2017.

8 SPECIAL COVENANTS OF BOTH THE PARTIES ABOUT THE ITP:

The Owner/Promoter and the Purchaser agree, assure, confirm, declare and covenant unto and in favour of each other as under:

8.1 About Conveyance of the lands out of the said Township Land in favour of the Owner/Promoter:

8.1.1 The Owner/Promoter has specifically disclosed to the Purchaser that for acquiring the title / ownership, the Owner/Promoter will be purchasing the remaining lands out of the said Township land by getting the sale deeds executed and registered from the present owners thereof in pursuance of the Development Agreements and Power of Attorneys executed by them in favour of the Owner/Promoter. The Purchaser has well understood the same and the Purchaser has clearly given his consent/ no-objection for execution and registration of such Sale Deeds of the lands out of the said Township land in favour of the Owner/Promoter.

8.1.2 In case if the Owner/Promoter gets conveyed, the remaining lands out of the said Township Land in its name, then the Owner/Promoter being the owner of the said Township Land shall also be responsible to execute the deed of conveyance of the concerned plot/s out of the said Township Land in favour of the said society.

8.1.3 The Owner/Promoter has specifically disclosed to the Purchaser that another Integrated Township is being carried out by Gulbakshi Reality Pvt. Ltd. at Survey No. 144 (part), Bhugaon, Taluka Mulshi, District Pune which is touching the said ITP on the Northern boundary near land bearing Survey No. 85 owned by the Owner/Promoter and the Owner/Promoter by an Agreement dated 16/12/2009 has given the easement rights of 24 meter wide road through the said Lands for the Township of Gulbakshi Reality Pvt. Ltd. as per the terms of the said agreement. In future also owner/ Promoter shall have rights to give such easement rights with or without consideration to adjoining land owner and townships

8.2 **About development of the ATHAHRI VALLY PROJECT and ITP:**

8.2.1 The Purchaser shall have no claim to any other part of the said Athashri Vally Project / the ITP nor can he make any claim or raise any objection to the development of the other portions of the said Athashri Vally Project / the ITP or to any decision that the Owner/Promoter may take in that regard.

8.2.2 The Owner/Promoter shall have total discretion in the matter of development and maximum exploitation of the remaining portions of the said Township Land / the said Athashri Vally Project land / the ITP and shall be entitled to develop, construct sell and dispose of flats in the said Wing/ said Athashri B-2 Project / the ITP constructed in the same.

8.2.3 The said Athashri B-2 Project on the said Township Land will be completed step by step or in phases/ stages along with all the necessary amenities and facilities thereof.

8.3 **About maintenance of the said Wing and the ITP:**

8.3.1 All the flat purchasers in the said Athashri B-2 Project together with other residential projects, including the Purchaser herein shall pay maintenance charges to their respective entities regularly. The maintenance charges payable by the flat purchasers to the society shall be on 'Per Square Meter Basis' per month on sharing area of the said Flat. The rate of maintenance charges will be decided by the respective Society. The maintenance charges payable by the Purchaser to the respective Society shall be comprehensive in nature and shall include maintenance charges towards maintenance of Athahri Vally Project Amenities and

Overall Project Amenities and Township Amenities. The said Society alone shall be responsible to collect and recover the maintenance charges from the Purchaser and other flat purchasers.

8.3.2 All the entities including the said Society as envisaged under this Agreement shall maintain their respective Wings and their respective common area and facilities, in every aspect, out of the maintenance charges collected from the purchasers of the flats.

8.3.3 All the entities including the said Society shall pay their respective contribution out of the maintenance charges received from the flat purchasers, to the TMA, for maintenance of said Athashri Vally project amenities and Overall Township Amenities. The Purchaser agree that the said contribution of maintenance charges towards maintenance of the said Overall Township Amenities payable by the said Society to the TMA shall be equivalent to sum total of, i) entire cost of maintenance of the said Athashri Vally Project Amenities and Overall Township Amenities ii) the overhead costs of such organization iii) pro-rata provision of replacement cost and iv) profit margin of about 10% for the TMA over the aforesaid three cost components. v) over and above said charges, any service tax, GST any other taxes may be applicable time to time.

8.3.4 The said Society and/or Apex Society/Federation shall not be entitled to withhold payment of its said contribution to the said TMA on the ground of non-payment of maintenance charges on part of its members. In case of default on part of the said Society/Apex Society/Federation, the said TMA shall be entitled to take actions against the said Society as detailed under this Agreement.

8.3.5 The said Society and/or Apex Society/Federation shall maintain the said Athashri B-2 Project Amenities and/or Athashri Vally Project Amenities (said Amenities) upto a minimum level of standard as desired and fixed by the said TMA. If the said Society/Apex Society fails to maintain the said Amenities, upto the said standard, the said TMA shall be entitled to intervene and take over the maintenance of the said Wing and the said Athashri Vally Project land at the sole cost of the said Society. In such an eventuality the said Society shall be liable to pay charges as decided by the said TMA towards cost of management of the said Amenities.

8.3.6 There shall be one and the same security agency as suggested by TMA, employed for all the entities in the ITP.

8.3.7 The TMA shall maintain the said Overall Township Amenities out of the contribution paid by all the entities in the Township and the Purchaser alongwith all other unit purchasers shall be entitled to use the same as envisaged under this Agreement.

8.3.8 The said Society as well as the said TMA shall be entitled to increase the maintenance charges as and when required.

8.3.9 In case of default of payment of maintenance on part of the said Society to the TMA, the TMA shall be entitled to i) discontinue the supply of utilities to the said Society agreed hereunder and/or ii) discontinue supply of other services envisaged hereunder and/or iii) prevent the members of the said Society from using the said Township Amenities or part thereof, iv) to levy appropriate fines / interest / penalties et cetera on the said Society; until actual realisation of the amount due from the said Society.

8.3.10 The said Optional Facilities can be utilized by the Purchaser on payment of separate fees to the TMA as applicable from time to time and the TMA shall be entitled to make the same available to any third parties as detailed under this

agreement. Entitlement of the Purchaser to the use of the said Optional Facilities is entirely voluntary on submitting application and agreeing to abide by Rules and Regulations of the TMA and he is not entitled to oblige the Owner/Promoter or TMA to render the services in the said Optional Facilities and allow the use thereof merely for the reason of purchaser purchasing the said Flat in the ITP. In case of non-payment or non-observance of the Rules the Promoter or TMA shall be entitled to discontinue the service to the Purchaser and prevent use of the Optional Facilities.

8.3.11 The amenities of school, hospital and open market in the ITP shall be run by independent bodies as per their own rules and regulations.

8.3.12 The Owner/Promoter and/ or TMA shall be entitled to impose and collect toll/entry fee on the outsiders for ingress to the ITP and/or to the said Township Amenities, so as to restrict free access to the same.

8.3.13 So as to promote and maintain adequate discipline, hygiene, ambience, aesthetics and proper usage of the said Overall Township Amenities, the TMA shall frame bye – laws / rules / regulations / policies et cetera, inter alia regarding admission to and usage/maintenance/ repairs et cetera of the said Overall Township Amenities and the Purchaser and the said Society shall observe the same strictly. The TMA will form an advisory committee to improve the policies for maintaining the said Overall Township Amenities, which may advise the TMA in that regard. Every entity/society in the ITP shall be given representation on this committee.

8.4 **About the supply of utilities:**

8.4.1 The Owner/Promoter shall arrange to supply water, and shall provide fire brigade services to the ITP and to all the residents therein, at cost / usage fees / consumption charges as decided by the TMA / relevant authority from time to time, payable by the purchasers and / or the entities as the case may be to the TMA.

8.4.2 The Owner/Promoter may enter into an agreement with the relevant authority of Government of Maharashtra for provision of fire brigade services. The Owner/Promoter will bear one time investment for infrastructure for the said fire brigade services. In such case the Purchaser or the said Society as the case may be, shall pay proportionate recurring expenses in respect of the said fire brigade services and related facilities, directly to appropriate authority or to the Government of Maharashtra; otherwise to the TMA.

8.4.3 The TMA shall arrange for the supply of treated water to each Wing in the said Athashri Vally Project/ ITP. The TMA shall provide independent water meter to each society/entity and the society/entity shall pay to the TMA for the same as per unit rates decided solely by the TMA. The source of water will be nearby river ‘Mula’ and /or ‘Manas lake’ and / or other reasonable source which may be available. In case, for the reasons beyond its control, the TMA is unable to use the river or the lake as source of water and the TMA has to arrange other sources of water, then all the entities shall bear extra cost for such arrangement. However the TMA shall not be responsible for short supply of water, for reasons beyond its control as source of water is beyond control of the TMA.

8.4.4 The Owner/Promoter shall install the water sewage treatment plant and arrange for solid waste management and the TMA shall be responsible for maintenance of the same.

8.4.5 The Owner/Promoter shall arrange that Maharashtra State Electricity Distribution Company Ltd. (‘M.S.E.D.C.L.’) or any other Power Utility shall directly provide electricity to purchaser of each flat, to all the entities in the ITP, and to ITP; and

electricity consumption charges shall be recovered by M.S.E.D.C.L. from the respective consumers directly. However the TMA shall not be responsible for short supply of electricity. Each society, including the said Society in the ITPshallbe supplied with a generator set back up for common areas, which shall be exclusively maintained by that society.

8.4.6 The TMA shall arrange for internet and Cable TV from either service provider or itself. The Purchaser shall pay the bill / charges for the same directly to the respective provider or to the TMA as the case may be. The Purchaser shall not be entitled to avail services from providers other than those made available by the TMA.

8.5 Miscellaneous:

8.5.1 Provisions of all roads, access, utilities, et cetera on part of the TMA shall always be subject inter alia to the ITP Regulations, other laws, rules, statutes, et cetera in that regard.

8.5.2 The TMA shall be entitled to change inter alia the systems, procedures, rules, regulations, bye-laws et cetera in respect of maintenance of the Overall Township Amenities as well as Society Amenities, solely at its own discretion and the same shall be binding on the Purchaser and the said Society.

8.5.3 The Owner/Promoter, before execution of this Agreement has explained to the Purchaser inter alia, the entire scheme of Athashri Vally Project /ITP, mode and form of conveyance, formation of society, maintenance of Overall Township Amenities as well as Society Amenities, the difference between the said Optional Facilities and the said Township Amenities et cetera and the Purchaser having understood and accepted the same, has executed this Agreement.

8.5.4 This Agreement shall also be contemplated as MOU between the Project Authority i.e. the Owner/Promoter herein and the Purchaser herein as envisaged in the environmental clearance granted to the Owner/Promoter by the Ministry of Environment and Forests (I.A. Division).

8.5.5 The Purchaser and/or the said Society shall follow all rules, regulations, conditions, et cetera imposed by all the laws, statutes, boards and policies, inter alia such as I) Water (Prevention and Control of Pollution) Act 1974, ii) Air (Prevention and Control of Pollution) Act 1981, iii) Environment (Prevention and Control of Pollution) Act 1986, iv) H.W. (M & H) Rules, vii) Maharashtra Pollution Control Board, viii) Letter of Intent, ix) Public Liability (Insurance) Act, 1991, x) Regulation for Development of Integrated Township In Area under Pune Regional Plan, x) Maharashtra Regional and Town Planning Act,1966 , xi) , and all concerned & then prevailing laws applicable for time being in force, et cetera and notifications, circulars thereunder, published by concerned government authorities / departments.

9. <u>SPECIAL COVENANT FOR ATHASHRI PROJECT :</u>

<u>Notwithstanding anything contained in this agreement, it is specifically agreed , confirmed and declared by the parties hereto as follows:</u>

9.1 The Purchaser is further aware that the very purpose of the said Athashri Project is to provide residence for such senior Residents. The Purchaser/s therefore hereby expressly agrees and undertakes to ensure that the said flat/s shall be occupied principally by senior Resident/s.

9.2 The said Athashri Project is for the residence of senior resident as aforesaid and the Owner/Promoter has arranged to provide upon completion of the project various services to the residents in Athashri Project through ATHSHRI HOMES, which services are more particularly described in the **ANNEXURE 'M'** hereof.

9.3 The Purchaser/s is aware and does hereby accept that the Owner/Promoter has arranged to provide upon completion certain services deployed/arrange and managed through Athshri Homes enlisted in **Annexure M**, to the resident/s and resident's authorized guest/s. of Athashri B-2 Project shall have categorized in following services, viz. (a) Housekeeping of common area, (b) Hospitality and (c) Residents' Relations. The Housekeeping services to be deployed/arranged and managed by ATHSHRI HOMES shall be limited to rendering various services listed Annexure 'M' Hospitality services to be provided by ATHSHRI HOMES shall be limited to arranging agency for food services in the designated canteen area/s to the residents of the building/s for the time being standing on the said Athashri B-2 Project land of Athashri B-2 Scheme and the guests of such residents.

9.4 It is hereby clarified that services more particularly described in ANNEXURE 'M' annexed hereto can be made available not only to the residents of the Wing to be constructed on the said Athashri B-2 Project land but also to the residents of the other building/s in said Athshri Valley Project , that shall be constructed by the Owner/Promoter on adjacent land/s if the Owner/ Promoter and/or ATHSHRI HOMES may deem fit so to do.

9.5 It is clarified that even after execution of conveyance of the said Athashri B-2 Project land of Athashri B-2 in favour of the said society/Apex Society/Federation, the rights to render services described in ANNEXURE 'M' hereto shall continue to vest in ATHSHRI HOMES. The said society/Apex Society/Federation shall have no right to object to such management by ATHSHRI HOMES on any ground whatsoever.

9.6 The Residents' Relations services to be rendered by ATHSHRI HOMES shall be limited to organizing medical check-ups in the said Athashri B-2 Project for the residents of the building/s for the time being standing on the said Athashri B-2 Project land of Athashri B-2 Scheme, as also conducting various other activities for the welfare and well-being of the residents of the building/s for the time being standing on the said Athashri B-2 Project land of Athashri B-2 Scheme. With a view to enable ATHSHRI HOMES so to arrange to provide such diverse services efficiently, ATHSHRI HOMES from time to time may make such rules and regulations as ATHSHRI HOMES may deem fit.

9.7 The Purchaser/s hereby agrees, undertakes and covenants that the Purchaser/s as also all the occupants of the said unit claiming through the Purchaser/s shall strictly abide by and follow all the rules and regulations for the time being framed in this behalf by said ATHSHRI HOMES in co-ordination with society and that ATHSHRI HOMES shall have absolute right to bar any person/s from entering upon the said Athashri B-2 Project land of Athashri B-2 Scheme if such person/s fail and/or neglect to duly abide by and follow the rules and regulations for the time being framed by ATHSHRI HOMES. In particular, the Purchaser/s hereby agree/s that if the Purchaser/s and/or any of the other occupier/s of the said flat becoming seriously ill or becoming a victim of any disease which is of contagious nature or which calls for specialized treatment and if ATHSHRI HOMES is of the opinion that other occupants of the said Athashri B-2 Project are likely to suffer on account of such illness or disease, ATHSHRI HOMES shall have full and absolute right and authority to ask the Purchaser/s and/or such other occupant/s of the said flat to vacate the said flat and admit him / her to any available hospital / nursing home.

9.8 Prior to the Owner/Promoter handing over the possession of the said flat to the Purchaser, the Purchaser shall pay to said Society a sum of Rs. 4,00,000/- (Rupees Four Lakh only) as interest-free maintenance deposit (herein after referred to as said "Maintenance Deposit") to be held by said Society and said maintenance deposit shall be managed by ATHSHRI HOMES in co-ordination with said society. The amount of said maintenance-deposit shall be invested in any bank or other investment/s as ATHSHRI HOMES shall deem fit and proper for a period of 3 (three) years from the date of occupation certificate pertaining inter alia to the said flat, The bank Account pertaining to said maintenance deposit and interest thereon shall be operated by said ATHSHRI HOMES and said Society jointly by appointing five authorized persons out of which two appointed from said Athshri Homes and Three appointed from member of said Society and any transaction out of said maintenance deposit or interest thereon by way of cheque or otherwise shall be done by signature of at least one person of ATHSHRI HOMES and signature of one person of said society out of five people appointed as Authorized signatory as above mentioned. After the said period however, ATHSHRI HOMES shall have a right to revise the amount of deposit/investment thus to be kept for the said flat depending upon increase in the operating costs and/or other economic factors or otherwise for so providing such services to the said Athashri B-2 Project. The said Society in consultation with ATHSHRI HOMES may increase the deposit amount after three years unless early reviews/ revision compelled by changing operating costs and/or other economic factors or otherwise. This condition shall be binding on each such transferee/s and shall be duly incorporated in the document/s evidencing every further transfer/s. The Purchaser hereby give his express consent for the common bank account of said society shall operation of the same by Said society and said ATHSHRI HOMES Jointly as by way above mentioned.

9.9 Any capital expenditure for changes, repairs / renovation, alteration, Modifications, Replacements required to be carried out to any of the common structures, areas, amenities, facilities and any assets relating to said services in the said Athashri B-2 Project shall be carried out by said society from the additional contribution/s which shall be collected by said society from respective purchaser/s . ATHSHRI HOMES shall assist; coordinate to said society for carrying out such changes or alterations and repairs.

9.10 ATHSHRI HOMES shall assist, coordinate and work with society to provide services mentioned in Annexure 'M' , annexed hereto. ATHSHRI HOMES shall be entitled for first three years from date of possession of completion certificate of said Athashri B2 project a sum of rupees Rs. 150 per flat per month for costs of services rendered. After expiry of three years in consultation with said society athashri homes shall revised these charges, which will be promptly paid from common funds/deposit and/or additional contribution as may be determined by the society and said society in its absolute discretion may decide to collect from the owner/s of each of the flats in the Wing to be constructed on the said Athashri B-2 Project land, an additional fixed amounts.

9.11 The Purchaser do hereby agree, declare and confirm that the Purchaser and also all the person/s claiming under and/or through the Purchaser any of the rights hereunder conferred upon the Purchaser shall be bound inter alia by the rules and regulations framed from time to time by ATHSHRI HOMES as also by the rules and regulations from time to time framed by the said society. In the event however of any of the rules and/or regulations of the said society in any manner being contrary to and/or inconsistent with the rules and regulations framed by ATHSHRI HOMES, the rules and regulations framed by ATHSHRI HOMES shall prevail.

9.12 In view of this, the purchaser, said society and their members agree and appoint ATHSHRI HOMES as their coordinator, manager, planner for day today's society

affairs as mentioned above It is also obligatory on the part of the Purchaser to ensure that every transfer of the said flat is effected only in such a manner that the conditions of this agreement, become binding on each such transferee/s and that the said condition is duly incorporated in the document/s evidencing every further transfer. By this agreement, Purchaser hereby appoint to ATHSHRI HOMES as his manager, planner, coordinator and shall also provide right to select the occupant in case the Purchaser desires to give the said Flat on leave/license or on rental basis. As planner, coordinator of said society and their member ATHSHRI HOMES shall decide the norms of acceptability of such transferee / licensee / tenant in consultation and participation of representatives of the residents of the said Wing and the said society,

9.13 In the event of the rights, title and interests of the Purchaser in the said flat, getting transferred to any third party either by sale, gift and/or succession or otherwise howsoever, such transferee/s of the said rights, title and interests shall be liable to pay such deposits to said society or an amount as may then have been fixed by said society with coordination and help by ATHSHRI HOMES in this behalf and upon receipt of such amount from such transferee/s, the amount of deposit thus kept by the Purchaser with society shall be refunded to the Purchaser.

9.14 The Owner/Promoter alone shall be entitled to use, sell and dispose of the terraces and the entire parapet walls of the terrace of the Wing under construction on the said Athashri B-2 Project land of Athashri B-2 and the areas, if any under stilts thereon on such terms and conditions as the Owner/Promoter may deem fit. The Owner/Promoter shall be entitled to use and permit the use of parapet walls of the terraces over the building/s under construction on the said Athashri B-2 Project for the purpose of display of any advertisement, sign boards, neon signs and hoardings without paying any rent or compensation or damages to the Purchaser or the said society and all income derived from the use, sale and disposal of the terraces and of the areas under stilts of the Wing under construction of the said Athashri B-2 Project shall belong to the Owner/ Promoter exclusively and no other party shall have any claim thereon.

9.15 It is hereby certified that the Owners/ Consenting Party has joined in the execution of this agreement merely with a view to accord their consent and for confirmation to the transaction hereby contemplated. The Consenting party shall not be able to claim directly or indirectly any part, of the consideration hereunder payable by the Purchaser to the Owner/Promoter, all such consideration being the sole property of the Owner/Promoter.

9.16 The purchaser shall pay month to month minimum canteen charges as determined by the said society with consultation of said ATHSHRI HOMES.

9.17 In case the Owner/Promoter forms the said Society as agreed hereinabove, before sale or disposal of some of the flats in the said Wings, in that case the Owner/Promoter shall have the privilege and right to sell, dispose of such unsold flats, guest house/s, resident Manager Flat to any person/s as per his discretion at any time in future, without any objection of whatsoever nature on the part of the Purchaser or the said Society. The Owner/Promoter shall not be liable to pay the maintenance charges in respect of the said unsold flats until it shall be sold out and the owner/ prompter shall not be liable to pay the maintenance charges of guest houses and Resident Manager Flat in said Athashri B2 Project. The Owner/Prompter or Athashri Homes (in case may be) shall liable to pay only additional contribution for any major repairs, replacements, renovation, change to said Wing and the said contribution shall be determined by said Society in consultation with Athashri Homes.

9.18 The flats in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold flats for the purpose of this clause. Such new purchasers shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Purchaser as well as the said Society shall extend all co-operations to the Owner/Promoter and the new purchaser in this regard. The guest of resident's in said Athashri Valley Project and other guest of Athashri homes shall liable use said Guest House by paying charges for the same.

9.19 <u>Scope of work and authorities of TMA, said society and Athashri Homes</u>:

Considering the peculiar object of the said Athashri B-2 Project', the Owner/ Promoter has specifically informed the Purchaser that all the internal amenities, areas and facilities of the said Athashri B-2 Project will be managed and maintained by the said society in co-ordination with ATHASHRI HOMES.

TMA will only be responsible to manage and maintain the Optional Facilities and Overall Township Amenities of the ITP for which the said society shall be liable to pay necessary charges called TMC to TMA from time to time as provided in this agreement.

10. GENERAL COVENANTS AND COMPLIANACE OF LAWS RELATING TO REMITTANCES :

10.1 The Owner/Promoter have made available separate and independent open space in the said Athashri Vally Project (includes Sector No. R18, and R 26 lands) for the exclusive use of residents of the said Athashri Valley project. However, if the applicable laws/ rules/ notifications et cetera of the government provide otherwise, the residents of the said Athashri Vally Project might be entitled to use, enjoy and avail the common amenities such as club house, swimming pool, gymnasium et cetera pertaining to the said Athashri Vally Project and the residents of the said Athashri Vally Project enlisted in Annexure E-2 shall have to pay maintenance charges/ costs in that regard.

10.2 The Purchaser/Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and rules and Regulations made thereunder or any statutory amendment(s), modification(s)made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide the owner/promoter with such permission, approvals which would enable the Owner/Promoter to full fill its obligations under this agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

10.3 The Owner/Promoter accept no responsibility in this regard. The Purchaser/Allottee/s shall keep the Owner/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Allottee/s to intimate the same in writing to the Owner/Promoter immediately and comply with necessary formalities if any

under the applicable laws. The Owner/Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser/Allottee/s and such third party shall not have any right in the application / allotment of the said Apartment applied for herein in any way and the Owner/Promoter shall be issuing the payment receipts in favour of the Purchaser/Allottee/s only.

11. ABOUT ISSUE OF NO OBJECTION FOR TRANSFER OF THE SAID FLAT:

11.1 The Purchaser shall be entitled to assign, transfer otherwise deal with their rights arising by these present in respect of the said Flat to any person of his choice, during construction stage of the said Flat and the Purchaser/s therefore hereby expressly agree and undertake to ensure the said flats shall be occupied principally by senior Resident/s and the Owner/Promoter on prior written request in prescribed form, shall issue in his favor necessary No Objection Certificate to that effect and shall also co-operate with the Purchaser in that regard, provided, i) the Purchaser pays entire consideration amount to the Owner/Promoter before selling the said Flat, ii) the Purchaser pays to the Owner/Promoter transfer charges of Rs. 1,00,000/- and iii) the subsequent purchaser of the said Flat absolutely consents to abide by all the terms and condition of this Agreement for which the Parties agree to execute a tripartite agreement with a new purchaser joining in as a third party.

11.2 If the Purchaser after possession, after formation of the said Society but before execution and registration of the conveyance intends to assign his rights in respect of the said Flat, he shall take No Objection from the Owner/Promoter as well as from the said Society (if formed at that time), by paying the said transfer charges as determined by the said Society.

11.3 If the Purchaser after execution and registration of the conveyance, intends to assign his rights in respect of the said Flat by way of sell/lease/ assignment the Purchaser shall be liable to pay the requisite amount fixed by the government from time to time as transfer fee to the said society along with the then prevailing deposit amount as shall be fixed by said society and any increment thereto and demanded by the said transfer charges to the said Society.

12. CONSENT BY THE PURCHASER FOR ADDITIONAL WINGS / BUILDINGS :

12.1 The Owner/ Promoter has specifically informed and disclosed the Purchaser and the Purchaser has well understood that in addition to the 5 Wings, presently sanctioned in respect of the Athashri Valley Project Land, the Owner/ Promoter has also proposed to construct additional Wings/buildings, adjacent to Sector No. R18, & R26 for which the Owner/Promoter has left and reserved certain land.

13. PAYMENT OF TAXES, OUTGONGS ETCETERA BY THE PURCHASER :

13.1 All Taxes under GST, direct and indirect taxes, charges, cess or other outgoings, present and future, one time and/or recurring as imposed by the government, semi-government, local authorities, any statutory body, et cetera in respect of this Agreement and this transaction shall be borne and paid exclusively by the Purchaser.

13.2 The Purchaser hereby agrees that in the event of any amount by way of premium to the State and/or Central Govt. or betterment charges or service tax or development tax or educational cess or value added Tax (VAT) or any other tax or payment of a similar nature becoming payable by the Owner/Promoter either before or after delivery of possession of the flat the same shall be paid in advance to the Owner/Promoter, as and when charged and demanded by the Owner/Promoter. If Purchaser fails to pay the amount within fifteen days from

demand then flat purchaser shall be liable to pay interest as specified in Act until payment. Also in the said event there shall be charge of the amount due on the said Flat and income there from and until payment of said dues Purchaser shall not be entitled to mortgage, assign, sell or transfer the said Flat in any manner. It is understood that interest shall not cover the damages/losses that will be suffered by the Owner/Promoter due to non-payment. Therefore, Purchaser shall be further liable to pay damages and losses that will be suffered by the Owner/Promoter due to non-payment and the Purchaser shall keep the Owner/Promoter harmless and indemnified therefrom. In case of dispute regarding above the same shall be referred to a single arbitrator to be appointed by the Owner/Promoter.

13.3 Purchaser hereby agrees to indemnify and keep the Owner/Promoter indemnified all the time and keep the Owner/Promoter harmless from all losses that may be incurred by the Owner/Promoter on account of non-payment and / or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings et cetera and other defaults, or any breach of terms and conditions of this Agreement on part of the Purchaser.

13.4 Provided that any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA, read together with the Income Tax Rules,1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any payment to the Developers under this Agreement shall be acknowledged / credited by the Developer to the account of the Purchaser/s, only upon purchaser/s submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules,1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the developer, presently reflected in form 26AS as prescribed under the present prevailing laws or such other forms/certificates that may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the developer on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage, govern or regulate the collection and deduction of Income tax.

13.5 Provided further that at the time of handing over the possession of the unit/flat/shop etc, if any such certificate(s) has not been produced or submitted by the purchaser to the developer, the purchaser shall pay/deposit an equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Developer on the purchaser producing such certificate(s) within 4 months of taking possession of unit/flat/shop etc. Provided further that in case the purchaser/s fails to produce such certificate(s) within the stipulated period of the 4 months, the Developer shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Purchaser/s.

14. REGISTRATION AND COST THEREOF:

14.1 The Purchaser shall present this Agreement at the proper registration office for the registration within the time prescribed by The Registration Act, 1908 from the date of execution hereof and upon intimation thereof by the Purchaser, the Owner/Promoter shall attend such office and admit execution thereof.

14.2 All the expenses by whatever name called and stamp duty, registration fees, subsequent and ancillary expenses in respect of this Agreement, stamp duty,

registration fee and other expenses for conveyance of structure in favour of society as aforesaid, conveyance of Athashri Vally Project land, common amenities and facilities, open spaces, in favour of Federation/Apex society as aforesaid, any other document required to be executed in respect of and relating to the said Flat and / or the transaction under this Agreement shall entirely be borne and paid by the Purchaser. Any deficit and penalty thereof, if any, shall also be borne and paid by the Purchaser only.

14.3 At the time of registration of conveyance or Lease of the project land to said apex body or Federation, the Allottee shall born his contribution and pay to the Owner/Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

15 VARIOUS CONTRIBUTIONS BY THE PURCHASER:

15.1 In addition to the sum mentioned above the Purchaser shall also pay to the Owner/Promoter an aggregate sum of Rs. _____/- (Rupees _____ only) as his contribution-

(i) Rs._____/- for share money, application entrance fee of the society or limited company /federation/Apex body.

(ii) Rs_____/-for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.

(iv) Rs. _____/-for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs_____/- For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

(vii) Rs_____/- For Deposit towards Gas pipeline and services connection charges &

All the above said amounts shall be paid by the Purchaser within 10 days of written intimation given to that effect by the Owner/Promoter but in any case before taking possession of the said flat.

15.2 The above said amounts received by the Owner/Promoter shall be utilised for the specified purposes.

16. TERMINATION AND CANCELLATION:

16.1 Without prejudice to the right of Owner/Promoter to charge interest in terms of above mentioned clause, on the Purchaser/Allottee/s committing default in payment on due date of any amount due and payable by the Purchaser/Allottee/s to the Owner/Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the

Purchaser/Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Owner/Promoter shall refund the amount till then received from the Purchaser/Allottee/s without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lacs Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Purchaser/Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Owner/Promoter to the Purchaser/.Allottee/s till the date of such termination and the Owner/Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Owner/Promoter shall not be considered as waiver of Owner/Promoter's absolute right to terminate this Agreement.

16.2 For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/ transaction in respect of the said Flat then, the Allottee/s herein shall issue a prior written notice by Registered Post AD only to the Owner/Promoter as to the intention of the Allottee/s and on such receipt of notice the Owner/Promoter herein shall be entitled to deal with the said Flat with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund amount by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lacs Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Owner/Promoter to the Purchaser/.Allottee/s till the date of such termination of said flat, within a period of six months, subject to terms of this Agreement.

16.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat between the Owner/Promoter and Allottee/s herein terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the Owner/Promoter and Allottee/s herein, in respect of the said Flat, shall stands automatically cancelled and either party have no right, title, interest or claim against each other.

17 THE CONSENT AND CONFIRMATION OF THE PURCHSER:

The said Purchaser hereby expressly confirm having understood the concept and terms and conditions of Athashri B2 project and the said Purchaser shall confirm and gives consent at all times for arrangement made by Athashri Homes for rendering the services to the residents through the Athashri Homes. The Purchaser also confirms having understood the conditions of transferability of said

Flat either by way of sale /Lease or otherwise and special procedure and right of selection of transferee by representatives of Athashri Homes and said Society. Both these confirmations are essence of this Agreement and same shall bind at all times on respect Purchaser.

18 MISCELLANEOUS:

18.1 Notices:

(a) All notices to be served on the Owner/Promoter in connection with this Agreement shall be deemed to have been duly served on the Owner/Promoter if sent by Registered Post at the following address:

MATRIX DEVELOPERS PVT.LTD.
PSC House, 111/111+2,
Dr. Ketkar road,
Off Prabhat road,
Erandawane, Pune 411004

(b) All notices to be served on the Purchaser/s in connection with the Agreement shall be deemed to have been duly served on the Purchaser/s if sent to the Purchaser/s by Registered Post or email at his following address:

_____
_____
_____

Email ID:- _____

(c) It shall be the duty of the Purchaser/Allottee and the Owner/Promter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner/Promoter or the Allottee, as the case may be.

(d)That in case there are joint Purchaser/Allottee all communications shall be sent by the Owner/Promoter to the Purchaser/Allottee whose name appears first and at the address given by his/her which shall for all intents and purpose to consider as properly served on all the Purchaser/Allottee/s

18. 2 No other responsibility of the Owner/Promoter:

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

18.3 REAL ESTATE (REGULATION AND DEVELOPMENT) ACT 2016 & then Prevailing Laws :

Except otherwise mentioned and provided herein, this Agreement shall always be subject to the provisions of the **Real Estate (regulation and Development) Act 2016**, & prevailing Laws and ‘Regulations For Development of Integrated Township In Area Under Pune Regional Plan’ formed under provisions of Maharashtra Regional and Town Planning Act,1966.

18.4 JURISDICTION OF COURT IN CASE OF DISPUTE:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the 'Pune courts' will have the jurisdiction for this Agreement. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder.

18.5 NAME OF THE PROJECT/BUILDING/ WINGS:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Owner/Promoter herein has decided to have the name of the entire ITP is "FOREST TRAILS" and said project will be denoted by letters or name ATHAHSRI B2 or ATAHSRI SHIVRANJANI and or as decided by the Owner/Promoter and further erect or affix Owner/Promoters name board at situated places as decided by the Owner/Promoter herein on a Wing/building and at the entrance of the scheme. The Purchaser/Allottee/s in the said project/Wing/buildings or proposed organization are not entitles to change the aforesaid project and remove or alter Owner/Promoters name board in any circumstances. This condition is essential condition of this agreement.

19 RESOLUTION OF BOD OF THE OWNER/PROMOTER:

The Owner/Promoter being the Private Limited Company registered under the Companies Act, 1956, their Board of Directors have passed resolution in the meeting authorizing the signatories on behalf of the Owner/Promoter and Athashri Homes to execute and register this Agreement. The copy of the said resolutions is annexed herewith as Annexure 'K'.

20 STAMP DUTY:

The charges towards stamp duty and Registration of this Agreement and any other conveyance stipulated in this agreement shall be borne by the Purchaser/allottee. Since the said flat is out of the said Athashri B-2 Project of the ITP being carried out by the Owner/ Promoter on the said Township Land, as per the notifications published by the Urban Development Department and the Revenue and Forest Department of Mantralaya Mumbai, the copies whereof are annexed herewith as Annexure 'L', read with the provisions of the Bombay Stamp Act, 1958, the appropriate stamp duty is affixed to this Agreement as stated in Stamp Duty particulars given hereunder.

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

After the Owner/Promoter executes this Agreement, the Owner/Promoter shall not mortgage or create a charge on the said Flat 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/Allottee who has taken or agreed to take such said Flat.

22. **BINDING EFFECT**

Forwarding this Agreement to the Purchaser/Allottee by the Owner/Promoter does not create a binding obligation on the part of the Owner/Promoter or the Purchaser/Allottee until, firstly, the Purchaser/Allottee signs and delivers this

Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Owner/Promoter. If the Purchaser/Allottee(s) fails to execute and deliver to the Owner/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner/Promoter, then the Owner/Promoter shall serve a notice to the Purchaser/Allottee for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Purchaser/Allottee, application of the Purchaser/Allottee shall be treated as cancelled and all sums deposited by the Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Purchaser/Allottee without any interest or compensation whatsoever.

23. **ENTIRE AGREEMENT**

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

24. **RIGHT TO AMEND**

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

25. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT PURCHASERS/ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent Purchaser/Allottees of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

26. **SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Purchaser/Allottee has to make any payment, in common with other Purchaser/Allottee(s) in said Project, the same shall be in proportion to the carpet area plus enclosed balcony/sitout of the said Flat to the total carpet area plus enclosed balcony/sit-out of all the said Flat in the Said Project such area is called as sharing area.

28. **FURTHER ASSURANCES**

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

29. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Owner/Promoter through its authorized signatory at the Owner/Promoter's Office, or at some other place, which may be mutually agreed between the Owner/Promoter and the Purchaser/Allottee, in after the Agreement is duly executed by the Allottee and the Owner/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

31 LEGAL EXPENSES

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

32 DECLARATION BY PARTIES:

The Parties hereto have carefully read and understood all the contents of this Agreement along with all the Schedules and Annexure thereof and also got the same understood in their vernacular language and upon full satisfaction of the same the Parties hereto have signed this Agreement in the presence of the witnesses as stated below.

0-0-0-0-0-0

STAMP DUTY PARTICULARS

Location :-	ATHASHRI VALLEY (Forest Trails Township - Flat Mouje Bhugaon, TalukaMulshi, District Pune.
Type of premises :-	Flat
Total Floors of Building	LP+UP+13
Lift is provided or not	Yes, provided.
Floor of the said Flat	_____
Carpet Area of the said Flat	_____ Sq.Mtrs./ _____ Sq. Ft.
Balcony Area of said Flat	_____ Sq.Mtrs./ _____ Sq. Ft.
Area of Terrace	_____ Sq.Mtrs./ _____ Sq. Ft.
One/Two/___ No/s Covered Car	_____Sq.Mtrs. _____ Sq. Ft.

Parking Space(approx.)	
Prescribed Value of the said Flat	Rs. _____ /-
Prescribed Value of the Terrace	Rs._____/-
Prescribed value of the said Car Parking Space	Rs. _____ /-
Total Prescribed Value of the said Flat including terrace, one Car Parking Space	Rs._____ /-
Consideration of the said Flat as per Agreement	Rs. _____
Stamp Duty paid on	Rs. _____
Stamp Duty amount paid	Rs. _____

Note:- The said Flat is constructed or situated at Integrated Township sanctioned/approved as per M.R.T.P Act 1966 and as per:

a. Notification No. TPS–1804/Pune R.P.DCR/UD – 13 dated 16/11/2005 of Government of Maharashtra, Urban Development Department, Mantralaya, Mumbai – 400 032 and,
b. Notification published by Revenue and Forest Department, Government of Maharashtra, vide No. Mudrank/2006/UOR-53/PK 536/M-1, dated 15/01/2008.
c. Notification published by Revenue and Forest Department, Government of Maharashtra, vide No. Mudrank-2007/741/PK 146/M-1 dated 4/12/2008.

As per aforesaid notifications the parties hereto are entitled to take benefit of 50% special concession in Stamp duty as well as in the Zillha Parishad Cess. And copy of the said notification annexed hereunder as Annexure 'L'.

0-0-0-0-0-0

SCHEDULE-I

(DESCRIPTION OF THE SAID TOWNSHIP LAND)

All those pieces and parcels of land totally adm. 68 Hectares 24.50 Ares i.e. 682450 Sq. Mtrs, situated at Village Bhugaon,Taluka: Mulshi, District: Pune, within the limits of ZilhaParishad Pune, Panchayat Samiti Taluka Mulshi and in the Registration Sub-District TalukaMulshi (Paud), District : Pune consisting of pieces of lands bearing Survey Nos. and Areas as follows:

Sr. No.	Survey/ Hissa No.	Area of land Hectare Ares
1.	16/1	0 45
2.	19/1	0 55
3.	21/1	0 57
4.	35/1	0 08
5.	35/2	0 11
6.	38/1	0 44.40

7.	44/5	0	20.48
8.	44/5/1	1	12.52
9.	80/1(part)	2	00.00
10.	83 (part)	4	66.69
11.	83 (part)	2	90.00
12.	84/2 (part)	0	12.50
13.	84/2 (part)	0	05.48
14.	84/2 (part)	4	20.06
15.	85/1A	4	47.60
16.	85/1B (part)	1	19.40
17.	86/1/1	3	08
18.	86/1/2	3	95.20
19.	86/2	0	40
20.	88/2	0	62.90
21.	88/3 (part)	0	54.50
22.	89/1(part)	0	13.00
23.	89/2(part)	0	47.50
24.	90/2 (part)	1	77.10
25.	91	0	70
26.	92/1 92/2	0 0	24 35
27.	93/1 93/2	0 0	08 66
28.	94	0	42
29.	95	0	11
30.	96/2 96/1	0 0	11 17
31.	97	0	20.50
32.	98	0	18
33.	99/1	0	37
34.	99/2	0	41
35.	99/3	0	34
36.	100/1/1	0	42

37.	100/1/2	0	42
38.	101/1	2	29
39.	101/2	0	80
40.	102/1/1	0	40
41.	102/1/2	0	27
42.	102/1/3 (part)	0	09
43.	102/1/3 (part)	0	05
44.	102/3/1 (part)	0	24
45.	102/3/2	0	44
46.	102/4	0	88
47.	102/5	0	07
48.	103/1/1A	0	21
49.	103/1/1B	0	20
50.	103/2	0	41
51.	103/3	0	82
52.	106/2B/2	0	40
53.	106/2B/3	0	40
54.	106/2B/4	0	40
55.	106/2C/2	0	40
56.	106/2C/3	0	40
57.	106/2C/4	0	40
58.	106/3	0	40
59.	106/4	0	40
60.	112 (part)	4	13.76
61.	113/1/1,	0	40
62.	113/1/2,	0	40
63.	113/1/3,	0	40
64.	113/1/4,	0	40
65.	113/1/5,	0	40
66.	113/1/6,	0	40

67.	113/1/7	0	34
68.	97 (part)	0	20.5
69.	100/2	0	83
70.	102/2	0	88
71.	84/1(part)	3	53.60
72.	84/2(part)	0	14.41
73.	112 (part)	0	79.24
74.	83 (part)	1	47.16
75.	84/2 (part)	0	40
76.	84/2 (part)	0	03.00
77.	36 (part)	2	66.8
78.	36 (part)	0	51
79.	40/1	0	21.20

All the 79 pieces of lands described as above, along with along with all the rights of easement and appurtenances therewith.
-0-0-0-0-0-

SCHEDULE-II

(DESCRIPTION OF 'THE SAID ATHASHRI B-2 PROJECT LAND')

All those pieces and parcels of lands bearing Sector No. R26adm.9913.27 Sq. mtrs. out of the sanctioned layout i.e. Layout of the Township Lands more particularly described in the Schedule I written hereinabove on which Wings /multistoried buildings No. A to C are being constructed.

-0-0-0-0-0-

SCHEDULE-III
(DESCRIPTION OF 'THE SAID FLAT')

All that piece and parcel of Flat agreed to be sold by the Owner/Promoter to the Purchaser having description as follows:-

(A)	Integrated Township Project (ITP)	Forest Trails
(B)	Location of ITP	Township Lands described in the Schedule-I above, situated at Village-Bhugaon, Taluka-Mulshi, District-Pune
(C)	i) Name of the Project ii) Name of Building	Athashri B-2 "SHIVRANJANI"
(D)	Sector No.	Sector No. R-26 described in the Schedule-II above.
(F)	Flat No.	_____

(G)	Floor	_____
(H)	Carpet Area of the Flat	_____ Sq. Mtrs. i.e. _____ Sq. Ft.
(I)	Balcony Area of said Flat	_____ Sq. Mtrs./ _____ Sq. Ft.
(J)	Area of the terrace of said Flat	_____ Sq. Mtrs. i.e. _____ Sq. Ft.
(K)	Covered Car parking Requirement	One/Two/Nil (as not required by the Purchaser)
(L)	Area of covered car parking (Approx.)	_____ Sq. Mtrs. i.e. _____Sq. Ft.
(M)	Number of covered car parking space	_____

The said flat is more particularly shown and delineated in Red on the floor plan annexed hereto as Annexure 'B', with Project Amenities and Specifications more particularly described in the Annexure 'E' and 'I' respectively.

NOTE: That the parking spaces shall includes the mechanical parking space sold to the Allottee/s shall be used only for the purposes of parking and in this regard the Allottee/s shall comply the norms of parking as specified in the said User Manual.

ANNEXURES

A	Layout of the said Athashri B-2 Project land
B	Floor plans of the said Flat
C	Optional Facilities
D-1 D-2	Township Amenities Township Utilities
E-1 E-2	Athashri B-2 Project Amenities Athashri Valley project Amenities
F	Copy of i) 7/12 Extract, ii) Locational Clearance, iii) Letter of Intent
G	Title Certificate of Advocate
H	Approvals: i)NA Order, ii) Layout Approval iii) Building Development Permission Order
I	General Specifications and Amenities of the said flat
J	Payment Schedule
K	Resolution of BOD of the Promoter
L	Three Notifications published by Revenue and rest Department, Government of Maharashtra.
M	Athashri Services Provided by AHPL

0-0-0-0-0-0

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT TO SELL ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRST MENTIONED.

PARTICULARS	SIGN	THUMB	PHOTO
SIGNED AND DELIVERED by within named Owner/Promoter MATRIX DEVELOPERS PVT. LTD. **through its Authorised signatory :** **Mr/Mrs**_____	_____		
SIGNED AND DELIVERED by within named Purchaser **1)** **2)** **3)**	_____ _____ _____		
SIGNED AND DELIVERED by within named Athashri Homes Pvt. Ltd. through its authorized signatory Mr. _____	_____		
Witness			
1)	_____		
2)	_____		

0-0-0-0-0-0

For Matrix Developers Pvt. Ltd.

Authorised Signatory