

		promoter to the allottee ends before the defect liability period and such warranties are covered under the maintenance of the said units / building/phase / wing, and if the annual maintenance contract are not done/renewed by the allottee/s/ Association/Society, the promoter shall not be responsible for any defects occurring due to the same. 9.7 That the whole project has been conceived, designed and constructed base on the commitments and warranties/manufactures/vendor's 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 conditions to continue warranty in both the apartments and common project amenities wherever applicable. 9.8 That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/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 degree Celsius and which doesn't amount to structural defect and hence can't be attributed to either bad workmanship or structural defects. 9.9 It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee/s, 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 defect in material use, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind a aforesaid agreed clauses of this agreement.
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12.	Clause 11(11.1) Added portion	11. SOCIETY FORMATION AND CONVEYANCE – 11.1 It is specifically agreed between the parties hereto that, the promoter herein has decided to have the name of the project as “AISHWARYAM HAMARA ABHIMAAN” and building will be denoted by letters or name “AISHWARYAM HAMARA ABHIMAAN CO-OP HSG SOCIETY LTD”, or as decided by the promoter and further erect or affix promoters name board at suitable places as decided by the promoter herein on a building and at the entrances of the scheme. The Allottee/s in the said project/buildings/or proposed organization are not entitled to change the aforesaid project name and remove or alter promoters name board in any circumstances. This condition is essential condition of this agreement.
13.	Clause 12.2 to 12.5 Added portion	12. MAINTENANCE – 12.2 It is hereby agreed that the Promoter shall maintain the project only out of the advance received from the Allottee(s) and also the Promoter has the sole right to discontinue the maintenance at any time, after giving prior notice of thirty days. 12.3 Without prejudice to the above covenants, in the event of the Promoter or Ultimate Organization, finds that the aforesaid maintenance is insufficient for maintaining the project, the Allottee(s) shall be liable to bear, pay and contribute such additional charges as may be levied and demanded by the Promoter or the Ultimate Organization. Failing which, the Promoter shall be entitled to discontinue the maintenance of the project. 12.4 The Promoter or Ultimate Organization shall be entitled to claim reasonable interest on the arrears of such charges from the defaulting Allottee(s), without prejudice to the other rights and powers of the Promoter or Ultimate Organization. 12.5 It is specifically agreed between the parties hereunto that the Promoter is not responsible/liable to pay or share in the aforesaid expenses, outgoings, maintenance etc. in respect of the unsold flats in the project.
14.	Clause 15 Added portion	Notwithstanding anything contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential for construction of new building/s or extension of



		the present building/s on any open area and/or on terraces above the present building/s, either prior to or after completion of building/s of the said land. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The said land and/or building/s shall be conveyed subject to the rights, being with the Promoter. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the Ultimate Organization.
15.	Clause 16 Added portion	16. SCHEDULE FOR POSSESSION OF THE COMMON AMENITIES – The promoter herein is developing the said Project Land which consists of various Buildings having common amenities like club house, landscape, garden etc. The construction /development of the said common amenities will be completed in due course, the promoter assures to hand over possession of the said common amenities as below – - Possession of Infrastructure on - Possession of Parking Space on..... - Possession of Club House & all amenities The promoter agrees and understands that timely delivery of possession of the Apartment is essence of the agreement, subject to receipt of full consideration/total dues from the allottee/s to the promoter and taxes thereon are paid by the allottee/s in respect of the said apartment in terms of theses presents. The Promoter based on the approved plans and specifications shall deliver the possession of the said Apartment to the Purchaser. The allottee/s herein agrees & conveys that he/she/they shall not be entitled to refuse to take the possession of the said apartment on the ground of non-completion of aforesaid common amenities. That the 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 unit shall be given. The substantial completion would

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		mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However, if the developer is not allowed by the allottee 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 by the promoter.
17.	Clause 17.12 to 17.14 Added portion	17.12 The Promoter herein had also requested the Allottee(s) to carry out the search and to investigate the title of the said land and such the Allottee(s) has/have investigated the title of the Promoter to the said Project Land and after being completely satisfied has/have entered into the present Agreement. 17.13 All drawings, sale plans, other drawings are given to the promoter by appointed Architect, Structural consultants, other consultants. The promoter has thus disclosed the same to the allottee/s and the allottee/s is aware that professional liability has been undertaken by them individually with the promoter which shall prevail on theses consultants individually or cumulatively. 17.14 That the Allottees/s are made aware and expressly agree herein, that if there is Low / No Water supply from the local authority for any reason, then the Promoter shall arrange for water either by tanker or any other form. The actual expenses for the same shall be debited /recovered from society maintenance charges.
18.	Clause 18.13 to 18.20 Added portion	18.13 That the allottee/s shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims, and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein by the allottee. 18.14 That any nominated surveyor/architect appointed for specific purposes stated in this covenant the fees of which shall be paid by the allottee/s as agreed mutually. 18.15 That nothing herein contained shall construe as entitling the allottee/s any right on any of the adjoining, neighboring or the remaining buildings/common areas etc. of the remaining portion of the project unless specifically agreed and consideration

		dispensed by the allottee/s to the developer in this regards. 18.16 That side margin shown in sanctioned layout plan on both sides of all phases shall be used for in-grass & out grass (in & out) purpose by the allottees of all the phases. The said side margin shall be used as easementary rights of way. 18.17 That allottee/s from all the buildings are not entitled to obstruct each other to drive their vehicles from the said side margin of the said project. 18.18 Notwithstanding anything stated in any other document/allotment/letter given or communicated with the allottee/s any time prior, this agreement shall be considered as the only document and its conditions shall be read as the only condition valid and basis for which the said apartment is agreed to be sold to the allottee/s. 18.19 This agreement shall remain in force and shall not merge into any other agreement, save and except the conveyance deed as stated herein below. 18.20 That the allottee/s has not given any third party, any rights to enforce this said agreement unless the said apartment is transferred to them.
19.	Clause 21 Added portion	The Allottee(s) hereby consent(s) and authorize(s) the Promoter for raising any finance by way of mortgage on the said land or project or any portion thereof, as and when deemed necessary by the Promoter.
20.	Clause 32 Added portion	32. PARKING - 32.1 The Allottee(s) agree(s) that to avoid inter-se disputes between all Allottees in the Project, the covered parking in the Project shall be allotted by the Promoter. The Allottee hereby unconditionally agree not to raise any claim or dispute with respect to the parking space with the Promoter any time hereinafter. The Allottee further agrees to indemnify and keep indemnified the Promoter forever with respect to any loss, harm, prejudice caused to the Promoter in the event any action/claim/dispute is sought by the Allottee or his /her/their heirs, executors, administrators or assigns against the

		Promoter. 32.2 It is agreed between the Parties, that the area for open Parking Space has only been identified by the Promoter and the same forms part of the Common Area and Amenities. The Allottee is aware that the allotment of such Open parking space will be governed by the rules and regulations of the Society/Federation and that the identification made by the Promoter will be subject to its ratification by the Society/Federation and there will be no obligation of the Promoter towards the same in whatsoever manner. 32.3 The Promoter has disclosed that the parking spaces allotted to the allottee shall be used only for the purposes for keeping or parking the Allottee(s) own two or four wheeler light vehicle, however the Allottee(s) shall not be entitled to park inside the project or in the said car parking any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and for storage or any other use under any circumstances, inclusive of housing pets, cattle, animals etc. And further that the Allottee(s) shall not be entitled to park his/her/their any two or four wheeler vehicles in the common marginal spaces, which is/are not allotted for parking two/four wheeler vehicle and further none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoter till handing over the administration to the Ultimate Organization and thereafter from the managing committee of such Ultimate Organization. 32.4 The Allottee(s) herein after going through by executing this present Agreement, as to required parking area and the parking arrangement proposed by the Promoter, the Allottee(s) herein with due diligence has/have accepted the aforesaid arrangement made by the Promoter.
21.	Clause 33 Added portion	33. COMPLIANCE OF LAWS RELATING TO REMITTANCES - The Allottee/s 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provision 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 understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The promoter accepts no responsibility in this regard. The Allottee/s shall keep the promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee 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 Promoter shall be issuing the payment receipts in favour of the Allottee only.
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22.	Clause No 34 Added portion	34. COMMON AND RESTRICTED AREAS - The Promoter has ex-gratia provided the common areas and facilities appurtenant to the said flat. The nature, extent and description of the common area and amenities, are more particularly described in the 'Schedule IV' written hereunder. The Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose off other areas and facilities in such manner as the Promoter thinks fit. It is distinctly agreed by and between the parties that the common areas and amenities which are to be provided by the Promoter shall form and be utilized by all the Allottee(s) in the entire project and that the Allottee(s) shall not claim ownership or any other rights therein. It is further agreed by and between the parties that the construction of the common areas and amenities which are to be provided by the Promoter shall be completed after the construction of all the Buildings/Wings in the project is completed. The Allottee/s shall not raise any objection or dispute for the same.
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For Promoter

M/S SAI ESSEN DEVELOPERS

Partner/s



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