

AGREEMENT FOR SALE

This Agreement is made at Pune on this..... Day of in the year Two Thousand and
Twenty Three.

BETWEEN

M/S. SAI ESSEN DEVELOPERS

A Registered Partnership Firm,
Having Office at Gat No.1169, Aishwaryam Courtyard,
Near Sane Chowk, Akurdi-Chikhali Road, Chikhali, Pune 412 114
PAN – ABRFS7781C,
Through its Authorized Partners,

1. Mr. Narendra Bhimsen Agarwal
Age - About 45 Years, Occupation - Business
AND / OR
2. Mr. Surendra Bhimsen Agarwal
Age - About 47 Years, Occupation - Business
AND / OR
3. Mr. Satish Bhimsen Agarwal
Age - About 50 Years, Occupation - Business
AND / OR
4. Mr. Nitin Bhimsen Agarwal
Age: About 43 Years, Occupation: Business

Hereinafter referred to as “**THE PROMOTER**”, (which expression unless repugnant to the context or meaning thereof shall mean and include the said partnership firm, its present partners, and person/s who may be admitted as partner/s of the said firm on reconstitution of the said firm, and on dissolution of the said firm, the rights and obligations under this agreement to whom will be allotted and partner/s heirs, executors, administrators and assignees but does not include the person who ceases to be the partner of the said firm and his heirs, executors, administrators and permitted assigns)

..... Party of the One Part

AND

1. Mrs. XYZ
Age - ____ , Occupation - ____
PAN -
ADHAR -
2. Mr. XYZ
Age - ____ , Occupation - ____
PAN -
ADHAR -
Both Residing at _____

Hereinafter referred to as “**THE ALLOTTEE/S**”, (which expression unless repugnant to the context or meaning thereof shall mean and include he/ she/ they/ himself/ herself/ themselves, and his/her/their heirs executors, administrators only)

..... Party of the Other Part

WHEREAS,

- A.** All that pieces and parcels of land admeasuring 13 H 31 R i.e. 1,33,100 Sq. Mtrs. out of Gat No. 94 totally admeasuring 13 H 71 R i.e. 1,37,100 Sq. Mtrs., situated at Revenue Village Chikhali, Taluka Haveli, District Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli, Pune, and for the sake of convenience hereinafter collectively referred to as “the said Larger Land”, which is more particularly described in **SCHEDULE I**; and,
- B.** The Promoter purchased the said larger land vide various registered Sale Deed’s, the details of which are mentioned below; and,

Sr. No.	Date	Sale Deed Registration Nos.	Area (in H and R)
1.	26-04-2011	4422/2011, Haveli No. 17	01 H 80 R
2.	26-04-2011	4425/2011, Haveli No. 17	03 H 42.75 R
3.	12-05-2011	5100/2011, Haveli No. 17	02 H 28.5 R
4.	12-05-2011	5101/2011, Haveli No. 17	02 H 28.5 R
5.	12-05-2011	5102/2011, Haveli No. 17	02 H 28.5 R
6.	26-04-2013	4214/2013, Haveli No. 17	00 H 80 R
7.	23-07-2014	4768/2014, Haveli No. 26	00 H 42.75 R
Total			13 H 31 R

- C.** The promoter has sold land admeasuring 4 H 43.2192 R i.e. 44,321.92 Sq. Mtrs. out of the said larger land to the various purchasers and as such the Promoter is the owner and possessor of the land admeasuring 8 H 48.5423 R i.e. 84854.23. Sq. Mtrs. out of the said larger land; and,
- D.** The promoter has sub-divided the said larger land into various plots bearing No. 1 to 13 by Sub-Division Layout which is duly sanctioned by the Pimpri Chinchwad Municipal Corporation vide Certificate bearing No. B.P/Chikhali/40/2021 on 22-04-2021. The authenticated copy of the Sub-Division Layout has been annexed hereto as **ANNEXURE “C”**; and,
- E.** The Promoter intended to float an ownership scheme of various residential buildings on the Plot No. 10 + 11, totally admeasuring 7847.60 Sq. Mtrs., out of the said sanctioned Subdivision Layout of the said Larger Land and for the sake of convenience hereinafter referred to as “the said Project Land”, which is more particularly described in **SCHEDULE II**; and,
- F.** The Promoters is the owner of the said Project land and entitled, enjoined upon to construct buildings on the said project land in accordance with the recitals hereinabove; and,
- G.** The Promoter is in possession of the said project land; and,
- H.** The Promoter has proposed to construct four residential buildings, (1) Building No. A comprising of 2 Basement Floors plus Ground Floor plus Parking Floor plus 15 Floors [2B+G+P+15 Floors], (2) Building No. B comprising of 2 Basement Floors plus Ground

Floor plus Parking Floor plus 15 Floors [2B+G+P+15 Floors], (3) Building No. C comprising of 2 Basement Floors plus Two Parking Floors plus 15 Floors [2B+P+P+15 Floors] and (4) Building No. D comprising of 2 Basement Floors plus Two Parking Floors plus 15 Floors [2B+P+P+15 Floors], on the said Project land; and,

- I. The promoter has named and styled the above said ownership scheme as **“Aishwaryam Hamara Abhimaan”**; and,
- J. The Promoter has commenced the construction of the said buildings in accordance with the sanctioned plans vide Commencement Certificate bearing No. B.P./Chikhali/46/2023 dated 29-03-2023 issued by the Pimpri Chinchwad Municipal Corporation. The authenticated copies of the Sanctioned Building Plan and the Commencement Certificate, have been annexed hereto as **ANNEXURE “D” and “E”**; and,
- K. The Promoter has obtained the non-agriculture permission for residential purpose from the Hon’ble Collector, Pune vide Non Agriculture order bearing No. Kra/Pra.Ma.Ha/N.A/SR/744/2012 dated 11-02-2013. The authenticated copy of the Non Agriculture order has been annexed hereto as **ANNEXURE “F”**; and,
- L. The Promoter has obtained Environmental Clearance Certificate vide No. _____ dated _____ from Department of Environment, Government of Maharashtra. The authenticated copy of the Environmental Clearance Certificate has been annexed hereto as **ANNEXURE “G”**; and,
- M. The Promoter has obtained No Objection Certificate from the Directorate of Operation (ATS), Air Headquarters, Department of Indian Air Force under subject NOC from Aviation Angle for Construction of Buildings vide No. _____ Dated _____. The authenticated copy of the Environmental Clearance Certificate has been annexed hereto as **ANNEXURE “H”**; and,
- N. The Allottee is offered an Apartment bearing number _____ on the _____ floor, (hereinafter referred to as the said “Apartment”) in the _____ wing of the Building No. _____ (hereinafter referred to as the said “Building”) being constructed on the said Project Land, by the Promoter; and,
- O. The 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; and,
- P. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at No _____. The authenticated copy of the RERA Registration Certificate has been annexed hereto as **ANNEXURE “I”**; and,
- Q. 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 said building/buildings and the Promoter shall have every right to appoint new Architect and/or Structural engineer as per his discretion and choice; and,
- R. The Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the said Project Land and to enter into Agreement/s with the Allottee/s of the Apartments to receive the sale consideration in respect thereof; and,
- S. On demand from the Allottee, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects, Ar. Mahendra Thakur and of such other documents as

- are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and,
- T.** The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of Village Forms VII and XII showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto as **ANNEXURE "A" and "B"**, respectively; and,
 - U.** The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed as **ANNEXURE "J"**; and,
 - V.** The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, and sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building/s; and,
 - W.** 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 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/phase shall be granted by the concerned local authority; and,
 - X.** The Promoter has accordingly commenced construction of the said building's, in accordance with the said proposed plans; and,
 - Y.** The Allottee has applied to the Promoter for allotment of an Apartment No. onfloor in wing ____ situated in the building No. being constructed in the said Project; and,
 - Z.** The allottee/s has agreed to purchase the said unit after going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly; and,
 - AA.** Relying upon the aforesaid application, the Promoter has agreed to allot and sell to the allottee/s, the said Apartment at the price and on terms, conditions, covenants, stipulations and provisions hereinafter; and,
 - BB.** The Carpet area of the said Apartment is _____ square Meters and "Carpet area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or veranda area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment/Flat; and,
 - CC.** The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulation content in this agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter; and,
 - DD.** Prior to execution of these presents, the Allottee has paid to the Promoter a sum of Rs./- (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing; and,

- EE.** Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908; and,
- FF.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

- 1.** The Promoter shall construct four residential buildings, (1) Building No. A comprising of 2 Basement Floors plus Ground Floor plus Parking Floor plus 15 Floors [2B+G+P+15 Floors], (2) Building No. B comprising of 2 Basement Floors plus Ground Floor plus Parking Floor plus 15 Floors [2B+G+P+15 Floors], (3) Building No. C comprising of 2 Basement Floors plus Two Parking Floors plus 15 Floors [2B+P+P+15 Floors] and (4) Building No. D comprising of 2 Basement Floors plus Two Parking Floors plus 15 Floors [2B+P+P+15 Floors], on the said project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

2. AGREEMENT-

- 2.1** The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, Apartment No of the type of Carpet area admeasuringSq.mtrs i.e.Sq.fts, and exclusive terrace area admeasuring Sq.mtrs i.e.Sq.fts, and enclosed balcony area admeasuring Sq.mtrs i.e.Sq.fts onfloor in the _____ wing of the Building No (hereinafter referred to as "the said Apartment" and is more particularly described in the **SCHEDULE III** annexed herewith) as shown in the floor plan thereof hereto annexed and marked as “**ANNEXURE J**”, for the consideration of Rs...../- (Rupees only), being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **SCHEDULE IV** annexed herewith, constructed in the said project.

- 2.2** The total aggregate consideration amount for the apartment is thus Rs._____/.

- 2.3** The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner -

Sr.No	Stage of Payments	Percentage of Payment	Amount (in Rs.)
1.	On or before execution of the present Agreement.	10%	
2.	To be paid within 15 days from the date of execution of the present Agreement.	20%	
3.	5% On completion of the Plinth of the building or wing in which the said Flat is located on completion of the slabs including (podiums and stilts) of the building or wing in which the said Flat is located.	40%	
	5% On completion of 2nd Slab.		
	5% On completion of 4th Slab.		
	5% On completion of 6th Slab.		
	5% On completion of 8th Slab.		
	5% On completion of 10th Slab.		
	5% On completion of 12th Slab.		
	5% On completion of 15th Slab.		
4.	on completion of the walls, internal plaster of the said Flat	5%	
5.	on completion of the Sanitary Fittings, staircases, lift wells, lobbies up to the floor level of the said Flat	5%	
6.	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located	5%	
7.	to be paid to the Promoter on completion of the doors, windows, lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.	10%	
8.	at the time of handing over of the possession of the Flat to the Allottee(s) on or after receipt of occupancy certificate or completion certificate.	5%	
TOTAL		100%	

2.4 The allottee agrees and understands that -

- Timely payment towards purchase of the said apartment as per payment / Schedule hereto is the essence of the agreement and on failure of the Allottee(s) to pay the same on due dates, it shall be deemed that the Allottee(s) has/have committed breach of this Agreement and in that case the Promoter shall be entitled to take necessary action against the Allottee(s).
- Payment plan set out in schedule may be modified considering particular type of building/number of storied, construction stages.
- The price overall has been arrived and agreed upon keeping in mind the promise of the allottee/s to make the payments as mentioned above irrespective of the

existing work progress and proposed stage of construction.

- 2.5 Subject to the terms of the agreement and the promoter abiding by the construction mile stones, the allottee/s shall make all payments, on demand by the promoter, within the stipulated time as mentioned in the payment plan through A/c Payee Cheques / Demand Draft or Online payment in favor of M/s Sai Essen Developers Aishwaryam Hamara Abhimaan Collection Account, Payable at Current A/c No of I....., Branch-.....,

2.6 PAYMENT OF TAXES, CESSSES, AND OUTGOINGS ETC –

- (i) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Cess and or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
- (ii) The allottee/s herein is well aware that, the State Government of Maharashtra and Central Government of India has imposed SGST & CGST on the agreed consideration, for sale of apartment by the promoter to the allottee of the apartments under GST Act, 2016. It is agreed between the parties hereto that, the allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of these present or as becomes applicable from time to time for this transaction, to the promoter and herein to enable the promoter to deposit/pay the same to the State Government of Maharashtra & Central Government of India.
- (iii) If at any time, after execution of this agreement, GST, any other taxes etc; is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes / duty/ charges/ premium/ cess/surcharge etc. by whatever name called, is levied or recovered or becomes payable under any statute/rule/ regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc., have been imposed or become effective.
- (iv) Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective recovering Authority, got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrances shall be on said apartment

being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

- (v) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The promoter may charge the allottee/s separately for any up-gradations / changes specifically requested or approved by the allottee/s in fittings, fixture and specifications and any other facility which have been done on the Allottee/s request or approval but which have not been agreed upon herein or as shown in the website of the authority.

- (vi) Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the promoter for such payments made by the Allottee/s or by the housing finance companies/banks on behalf of the allottee.

- 2.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 2.8 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.9 The promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital e-mail to the allottee/s and the allottee/s shall make payment of such due amount to the promoter within seven days from date of receiving such intimation.
- 2.10 The total consideration amount decided herein between both the parties is after passing on the benefit availed by the promoter on behalf of input tax credit of GST. The allottee/s has accepted, understood, and shall not raise any claim in respect of the same on the promoter in future.

- 3.1 The Promoter hereby agrees to observe, perform, and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 3.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in “Payment Plan” mentioned above.

4. FLOOR SPACE INDEX (F.S.I.) –

- 4.1 The Promoter hereby declares that the Promoter has planned to utilize Floor Space Index of the entire said Project Land and permissible TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification in Development Control Regulations, which are applicable to the said Project and entire said land. The Promoter has disclosed the Floor Space Index, proposed to be utilized on the project land in the said Project and the Allottee(s) has agreed to purchase the said flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.2 The Promoter shall be entitled to float, utilize and transfer the excess, additional, increased, and unutilized and/or balance TDR and/or FSI of the said land to any other land and visa-versa.
- 4.3 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 and even after conveyance of the said Project Land. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The said Project Land and/or building/s shall be conveyed subject to the rights, always being with the Promoter. In case the Project Land or any portion of the said Project Land is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get FSI/TDR in lieu of compensation.

5.

- 5.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on

all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

- 5.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 5.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

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

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

- 5.3 In such event, the promoter herein shall be entitled to deal with the said apartment with the prospective buyer. Delay in issuance in any reminder/s or notices from the promoter shall not be considered as waiver of promoter absolute right to terminate the agreement.

For whatsoever reason of the allottee/s herein, without any default or breach on his/her/their part, desires to terminate this agreement/transaction in respect of the said apartment then, the allottee/s herein shall issue a prior written notice to the promoter as to the intention of the purchaser/s and on such receipt of the notice the promoter herein shall be entitled to deal with the said apartment with prospective buyers. In such case, to terminate or not to terminate the agreement is at the sole discretion of the Promoter. After receipt of such notice of intention to terminate this agreement, the promoter may issue a 15 days' notice in writing calling upon him/her/them to execute and register deed of cancellation. Only upon the execution of deed of cancellation purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

It is specially agreed between the parties hereto that, if the transaction in respect of the said apartment between the promoter and allottee/s herein terminated as stated in para above written then all the instruments under whatsoever head executed between the

parties hereto or between the promoter and the allottee/s herein, in respect of the said apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided further.

In the event of termination, the Promoter shall not be responsible to refund any taxes and duties such as GST, any other taxes, stamp duty and registration charges which were paid to the Government. It shall be the sole responsibility of the Allottee to claim such refund directly from the concerned Authority at his own cost and efforts. The Promoter shall give the required NOC's for the same.

6. SPECIFICATIONS AND AMENITIES –

The specification of the apartment such as fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'J', annexed hereto.

The allottee has independently made himself aware of the specifications and common amenities provided by the promoter and he is aware of the limitations, usage polices and maintenance of the same.

The said project consists of multi storied high rise buildings/wings which is/are under construction and considering the fact to maintain the stability of the buildings and internal structures, it is herein specifically informed by the promoter's consultant, not to allow any internal changes. As per the policy there shall be no customization permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession without written consent of the promoter.

7. POSSESSION :-

The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20____, subject to receipt of total 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. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 5.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or

competent authority/court.

8. PROCEDURE FOR TAKING POSSESSION –

- 8.1** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 8.2** Notwithstanding anything to the contrary contained herein, the allottee/s shall not be entitled to claim possession of the said Apartment until the completion certificate is received from the local authority and the allottee/s has paid all dues payable under this agreement in respect of the said Apartment to the promoter, and has paid the necessary maintenance amount/deposit, Interest, GST or any other tax payable under this agreement of the said Apartment to the promoter.
- 8.3** The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee/s intimating that the said Apartments are ready for use and occupancy.
- 8.4 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT** - Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

9. DEFECT LIABILITY –

- 9.1** If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- 9.2** Howsoever for the purpose of defect liability towards the developer, the date shall be calculated from the date of handing over the possession to the allottee for fit outs and interior works and the said liability shall be those responsibilities which are not

covered under maintenance of the said unit / building/phase/wing as stated in the said agreement. That further it has been agreed by the allottee that any damage or change done within the unit sold or in the building/phase/wing done by him/her/them or by any third person on and behalf of the allottee/s then the allottee expressly absolve the promoter from the same.

- 9.3** Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit/wing/phase of the said building 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 connection 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.
- 9.4** The word defect here means only the manufacturing and workmanship defects caused on account of willful neglect on the part of the promoter, and shall not mean defects caused by normal and wear and tear and by negligence use of apartment by the occupant, vagaries of nature etc.
- 9.5** That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in his flats area regularly filled with white cement/epoxy to prevent water seepage.
- 9.6** Further where the manufacturer warranty as shown by the 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.

- 10.** The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/shop for carrying on any industry or business. He shall use the parking space only for purpose of keeping or parking vehicle.

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.
- 11.2** The Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society OR Apex Federation of societies or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft byelaws, 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.
- 11.3** The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building or wing in which the said Apartment is situated.
- 11.4** The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

12. MAINTENANCE –

- 12.1** Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, Chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Federation of societies is formed, and the said structure of the building/s or wings is

transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee/s share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs/- per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of the structure of the building or wing is executed in favour of the society or federation of societies as aforesaid. On such conveyance/assignment being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or Apex Federation of societies as the case may be.

- 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.
13. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts -
 - (i) Rs. 600/- for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
 - (ii) Rs. 100/- for formation and registration of the Society or Limited Company/Federation/Apex body.
 - (iii) Rs. 100/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
 - (iv) Rs. 800/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body, Deposit towards Water, Electric, and other utility and services connection charges & for deposits of electrical receiving and Sub Station provided in Layout.
 14. The Allottee shall pay to the Promoter a sum of Rs.100/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said 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.
 15. At the time of registration of conveyance or Lease of the structure of the building or wing of

the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' 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.

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.

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 -

- (i) Possession of Infrastructure on
- (ii) Possession of Parking Space on.....
- (iii) 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 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. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER –

The Promoter hereby represents and warrants to the Allottee/s as follows –

- 17.1 The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.
- 17.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- 17.3 There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- 17.4 There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- 17.5 All approvals, licenses and permits issued by the competent authorities with respect to the said Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, phase/Building/wing and common areas.
- 17.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.
- 17.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement.
- 17.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- 17.9 At the time of execution of the conveyance deed of the structure to the association of allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to association of allottees as may be formed.
- 17.10 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- 17.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- 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 these 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. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows –

18.1 To maintain the Apartment at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

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

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

18.4 Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- 18.5** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 18.6** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- 18.7** Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- 18.8** To bear and pay increase amount in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- 18.9** The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- 18.10** The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Federation of societies regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 18.11** Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society. 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 buildings or any part thereof to view and examine the state and condition thereof.
- 18.12** Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 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. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or 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. Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the said act and rules and regulations made thereunder.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE –

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

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.

22. BINDING EFFECT –

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

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 apartment/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 ALLOTTEES –

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment 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 Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment] to the total carpet area of all the [Apartment] in the Project.

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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement as well as the conveyance/assignment of lease at the proper registration office within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

30. NOTICE –

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

.....Name of Allottee

.....(Allottees Address)

Notified Email ID: _____

M/sPromoter name (Promoter Address)

Notified Email ID: _____

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

31. JOINT ALLOTTEES –

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for

all intents and purposes to consider as properly served on all the Allottees.

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.

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.

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.

35. STAMP DUTY AND REGISTRATION –

The Promoters herein shall bear and pay stamp duty and registration fees in respect of this agreement. The Promoter is not collecting any amount against Stamp duty & Registration Fees from the Allottee/s. The said apartment is sold on all-inclusive Package cost.

The Promoter also shall bear all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter in connection with formation of the said Society or Federation of societies and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance in favour of allottees/Society/Federation of societies as may be formed in which the allottee/s will be the member.

The Purchaser has agreed to purchase the said unit as an investor. Hence the benefit of set off under Article 5-(g-a) (ii) of the Maharashtra Stamp Act, 1958 is applicable upon Sale of the said unit within the statutory period for the Stamp Duty paid on this document/Deed.

36. DISPUTE RESOLUTION –

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

37. GOVERNING LAW –

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement.

**SCHEDULE I
(DESCRIPTION OF ENTIRE LAND)**

All that pieces and parcels of land admeasuring 13 H 31 R i.e. 1,33,100 Sq. Mtrs. out of Gat No. 94 totally admeasuring 13 H 71 R i.e. 1,37,100 Sq. Mtrs., situated at Revenue Village Chikhali, Taluka Haveli, District Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli, Pune and which is bounded as under -

On or Towards East	-	By 24 meters vide Main Road and Village Boundaries of Moshi.
On or Towards South	-	By Property of Gat No.72(P), Gat No.95(P) and Gat No.97(P)
On or Towards West	-	By Property of Gat No.90
On or Towards North	-	By Property of Gat No.90

**SCHEDULE II
(DESCRIPTION OF PROJECT LAND)**

All that pieces and parcels of Plot No. 10 + 11, totally admeasuring 7847.60 Sq. Mtrs., out of the sanctioned Subdivision Layout of the said Larger Land (the said Larger Land is more particularly described in the Schedule I written hereinabove) and bounded as below –

On or Towards East	-	By Plot No 12 & 13 of Gat No. 94.
On or Towards South	-	By Plot No. 1 of Gat No.94.
On or Towards West	-	By Plot No. 9 of Gat No. 94.

On or Towards North - By 12 meters wide internal road.

SCHEDULE-III
(DESCRIPTION OF SAID APARTMENT)

To be constructed upon the said Subject Land described in Schedule II above

APARTMENT NO.	
FLOOR NO.	
CARPET AREA (in Sq. Mtrs)	
BALCONY AREA (in Sq. Mtrs)	
OPEN TERRACE AREA (in Sq. Mtrs)	
CAR PARKING	

SCHEDULE-IV
Common Area and Amenities

1. Drainage and water line work.
2. STP Plant.
3. Rain Water Harvesting.
4. Fire fighting system with generator backup for each building/wing.
5. Electric meters and water meter/s connected to common lights, water connections.
6. Light points outside the building/s/wing/s and the staircase/s as well as those in the common parking space.
7. Underground water reservoirs of adequate capacity for said phase with water pumps connected to the overhead water storage reservoir of each building.
8. Generator backup for lifts, pumps and common area lights
9. Branded and passenger lifts with generator backup for each building.
10. Kids Play Area
11. Multipurpose Hall.
12. Party Lawn
13. Party Counter.
14. Food serving area.
15. Seating Plaza.
16. Herbal Garden.
17. Wide Pathway.
18. Meditation Pavilion.
19. Yoga Lawn.
20. Wide acupressure pathway.
21. Indoor Games with Meditation Hall.
22. Jogging Track.
23. Dhyamandir

24. Multipurpose Open Court.
25. Outdoor Gym.
26. Lawn area.
27. Open space.
28. Amphitheatre.
29. Gas Pipeline.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at PUNE in the presence of attesting witness, signing as such on the day first above written.

PHOTO	Left Hand Thumb Impression	SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER Sign..... M/S SAI ESSEN DEVELOPERS THROUGH ITS PARTNER 1. Mr. NarendraBhimsen Agarwal
		Sign..... M/S SAI ESSEN DEVELOPERS THROUGH ITS PARTNER 2. Mr. SurendraBhimsen Agarwal
		Sign..... M/S SAI ESSEN DEVELOPERS THROUGH ITS PARTNER 3. Mr. SatishBhimsen Agarwal
		Sign..... M/S SAI ESSEN DEVELOPERS THROUGH ITS PARTNER 4. Mr. NitinBhimsen Agarwal

ANNEXURE –‘A’
(Title Certificate)

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE –C

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

ANNEXURE –D
(Commencement Certificate)

ANNEXURE – E

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

ANNEXURE –F

(NA Order)

ANNEXURE –G
(Environment Clearance Certificate)

ANNEXURE –H
(NOC from Environment Clearance)

ANNEXURE –I

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

ANNEXURE –J
Specifications

➤ **STRUCTURE:-**

Earthquake resistant R.C.C.
frame structure. External and
internal 5” thick brickwork.

External sand faced
plaster. Internal
Plaster with gypsum
finish.

➤ **ELECTRICAL FITTINGS:**

Branded concealed wiring & modular
switches Earth leakage circuit breaker.

Adequate electrical points in all rooms

Telephone, Intercom and T.V Points in living room and
Master Bedroom. Provision for exhaust in all Toilets &
Kitchen.

AC Point in Master Bedroom.

Separate M.C.B provision for
all rooms. Provision for
inverter.

➤ **FLOORING AND DADO**

600mm x 600mm vitrified double charge tile for flooring
and skirting. Anti-Skid floor tiles in toilets with epoxy
grouting.

Digital Dado tiles in toilets and kitchen,
upto lintel level. Anti-Skid ceramic tiles for
terrace.

➤ **DOORS:-**

Main Door: - Laminated modular door with plywood frames,
required fittings with night latch and name plate.

Master Bedroom & Children Bedroom: - Laminated modular
doors with plywood frames, required fittings.

Waterproof laminated modular doors for bathrooms and toilets with
required fittings.

Inside Granite door frame.

➤ **WINDOWS:-**

Three -track powder coated aluminum windows with mosquito net. MS Safety grills.

Marble sill.

➤ **KITCHEN:-**

Black Granite kitchen platform with Stainless steel sink. Digital dado tiles up to lintel above kitchen platform.

Provision for exhaust fan.

Provision for water purifier with electric point & water line only in Dry balcony.

➤ **UTILITY AREA:-**

Dry balcony with dado tiles up to 3.5 feet.

Washing machine arrangement with waterline & drain.

➤ **PAINT:-**

Branded emulsion paint for internal walls. External walls with acrylic emulsion paint.

➤ **BATHROOMS:-**

Concealed branded fittings with Hot-Cold mixer & Shower. Solar hot water line in each bathroom.

Provision for Geyser in each Bathroom.

Digital dado tiles up to lintel for toilet with western commode.

Branded quality CP & sanitary fittings.

Separate plumbing line for flush valves with re-used treated water. Dado tiles up to 4 feet for toilet with Indian commode.

➤ **TERRACE:**

MS railing for safety.

Metallic safety door with window provision and lock.