



Allotment Letter

This is to certify that we have allotted Apartment No of the type ___BHK of Carpet area admeasuring sq.mtrs i.e Sq.ft, and exclusive terrace area admeasuring sq.mtrs i.e Sq.ft, and enclosed balcony area admeasuring sq.mtrs i.e Sq.ft on floor, in Building No , alongwith Covered parking no of area admeasuring Sq.mtrs i.e Sq.ft for the consideration of Rs/- (Rupees Only), to Mr. & Mrs. as per agreement to sale dated .../.../20... , registered at Serial No. .../20.... at Haveli no. in our project AISHWARYAM HAMARA PHASE-I, situated at GAT NO 94, Next to SNBP International School, Dehu Alandi Road, Chikhali, Pune-412114.

The Stamp Duty and Registration charges are borne by the Purchaser.

The said Allotment Letter is subject to timely Payments of total consideration amount towards the apartment from Purchaser's end as per terms and conditions stated in the above mentioned agreement.

Yours Faithfully,

For Sai Essen Developers

Authorized Signatory

Date: - .../.../20....

AGREEMENT FOR SALE

This Agreement made at this Day of in the year Two Thousand and

“M/s Sai Essen Developers”,

A Partnership Firm,

[PAN – ABRFS7781C]

Through its Authorized Partners

1. Mr. Narendra Bhimsen Agarwal

Age: About 39 Years, Occupation: Business

2. Mr. Deepak Ashok Mane

Age: about 28 years, Occupation: Business

Having address at: - Gat No.1169, Aishwaryam Courtyard, Near Sane Chowk, Akurdi- Chikhali Road, Chikhali, Pune-412114.

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. MR.

Age about:- years, Occupation:

PAN:

2. MR.

Age about:- years, Occupation:

PAN:

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 by an Sale Deed Doc No 4422/2011 Dated 26/04/2011, Doc No 5100/2011.Dated 12/05/2011,Doc No 5101/2011 Dated 12/05/2011, Doc No 4425/2011 Dated 26/04/2011, Doc No 5102/2011 Dated 12/05/2011, Doc No 4214/2013 Dated 26/04/2013, Doc No 4768/2014 Dated 23/07/2014 executed between executed between the original owners and the Promoter, the Original land owners sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Gat No 94, lying and being at Village Chikhali, in the local limits of Pimpri Chinchwad Muncipal Corporation and Sub-District Registrar of Haveli,Pune and area admeasuring 133100 Sq. mtrs or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as “the project land”).

AND WHEREAS Late Baburao Dagadu Jadhav through his legal heirs Bharat Baburao Jadhav and his family members have executed Sale Deed of land area admeasuring **01 H 80 R** from property bearing Gat No. 94 to M/s. Sai Essen Developers, a registered partnership firm, through its Partner Mr. Ashok Raghunath Mane & Mr. Surendra Bhimsen Agarwal by registered **Sale Deed**. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 17 noted at Sr. No. **4422/2011 on 26/04/2011**.

AND WHEREAS Dattu alias Dattoba Gangaram Aher & his Family Members, Shantaram Gangaram Aher & his Family Members, Sadashiv Gangaram Aher & his Family Members, Pampaji alias Pampaseth Gangaram Aher, Ganpat Antu Aher & his Family Members, executed **Sale Deed** of land area admeasuring **03 H 42.75 R** from property bearing Gat No. 94 to M/s. Sai Essen Developers, A registered partnership firm, through its Partners Shri. Ashok Raghunath Mane& Shri. Surendra Bhimsen Agarwal by registered Sale Deed. The said Sale Deed is registered in the office of Sub Registrar Haveli No. 17 noted at **Sr. No. 4425/2011 on 26/04/2011**.

AND WHEREAS Shripati Dhondiba Jadhav as manager of HUF with the consent of Shri. Kantaram Shripati Jadhav and others through their Power of Attorney holder M/s. Sai Essen Developers, a registered partnership firm, through its Partners Shri. Ashok Raghunath Mane, & Shri. Surendra Bhimsen Agarwal executed Sale Deed of land area admeasuring **02 H 28.5 R** from property bearing Gat No. 94 to M/s. Sai Essen Developers, a registered partnership firm, through its Partners Shri. Ashok Raghunath Mane& Shri. Surendra Bhimsen Agarwal by registered Sale Deed. The said **Sale Deed** is registered in the office of Sub Registrar Haveli No. 17 noted at **Sr. No. 5100/2011 on 12/05/2011**. Accordingly names of M/s. Sai Essen Developers, a registered partnership firm, through its Partner Mr. Ashok Raghunath Mane & Mr. Surendra Bhimsen Agarwal is recorded in the record of 7/12 extract of said property to extent of area admeasuring 02 H 28.5 R

AND WHEREAS Govind Baban Jadhav and others through their Power of Attorney holder M/s. Sai Essen Developers, A registered partnership firm, through its Partners a) Shri. Ashok Raghunath Mane, & Shri. Surendra Bhimsen Agarwal executed Sale Deed of land area admeasuring **02 H 28.5 R** from property bearing Gat No. 94 to M/s. Sai Essen Developers, a registered partnership firm, through its Partners Shri. Ashok Raghunath Mane & Shri. Surendra Bhimsen Agarwal by registered Sale Deed. The said **Sale Deed** was registered in the office of Sub Registrar Haveli No. 17 noted at **Sr. No. 5101/2011 on 12/05/2011**. Accordingly names of M/s. Sai Essen Developers, A registered partnership firm, through its Partner Mr. Ashok Raghunath Mane & Mr. Surendra Bhimsen Agarwal is recorded in the record of 7/12 extract of said property to extent of area admeasuring 02 H 28.5 R.

AND WHEREAS Shri. Tanaji Maruti Jadhav and others through their Power of Attorney holder M/s. Sai Essen Developers, a registered partnership firm, through its Partners Shri. Ashok Raghunath Mane, & Shri. Surendra Bhimsen Agarwal executed Sale Deed of land area admeasuring **02 H 28.5 R** from property bearing Gat No. 94 to M/s. Sai Essen Developers, A registered partnership firm, through its Partners Shri. Ashok Raghunath Mane, & Shri. Surendra Bhimsen Agarwal by registered **Sale Deed**. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 17 noted at **Sr. No. 5102/2011 on 12/05/2011**. Accordingly names of M/s. Sai Essen Developers, a registered partnership firm, through its Partner Mr. Ashok Raghunath Mane & Mr. Surendra Bhimsen Agarwal is recorded in the record of 7/12 extract of said property to extent of area admeasuring 02 H 28.5 R.

AND WHEREAS Vasudha Vasantrao Takalkar have sold area admeasuring **00 H 80 R** from property bearing Gat No. 94 to M/s. Sai Essen Developers, a registered partnership firm, through its Partners Shri. Ashok Raghunath Mane & Shri. Surendra Bhimsen Agarwal by registered **Sale Deed**. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 17 noted at **Sr. No. 4214/2013 on 26/04/2013**. Accordingly names of M/s. Sai Essen Developers, A registered partnership firm, through its Partner Mr. Ashok Raghunath Mane & Mr. Surendra Bhimsen Agarwal is recorded in the record of 7/12 extract of said property to extent of area admeasuring 00 H 80 R.

AND WHEREAS Bharat Baburao Jadhav & other through their power of attorney holder M/s. Sai Essen Developers, a registered partnership firm, through its Partners Shri. Ashok Raghunath Mane & Shri. Surendra Bhimsen Agarwal have sold area admeasuring **00 H 42.75 R** from property bearing Gat No. 94 to M/s. Sai Essen Developers, a registered partnership firm, through its Partners Shri. Ashok Raghunath Mane & Shri. Surendra Bhimsen Agarwal by registered **Sale Deed**. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 26 noted at **Sr. No. 4768/2014 on 23/07/2014**. Accordingly names of M/s. Sai Essen Developers, A registered partnership firm, through its Partner Mr. Ashok Raghunath Mane & Mr. Surendra Bhimsen Agarwal is recorded in the record of 7/12 extract of said property to extent of area admeasuring 00 H 42.75 R.

AND

- (i) AND WHEREAS the property stated in First Schedule, is in actual possession of the promoter and the promoter is absolute owner of the said property accordingly the name of the promoter is recorded in the revenue records of rights in 7/12 extract to the extent of area 13 H 31 Are i.e 133100 sq.mtrs. That Suit for specific performance under special Civil Suit no 1261/2016 is pending before Civil Judge, Senior Division Pune.
- (ii) That the Promoter has carried out **Demarcation** of the above property from office of Deputy Superintendent, Land Records and have obtained demarcation certificate on **18/11/2011** vide its **M.R No. 9047/2011**.
- (iii) That the Promoter has obtained **D.P. Opinion** from the office of Pimpri Chinchwad Municipal Corporation vide its No. **नरवि/कावि/27/236/2014** on **13/08/2014**.
- (iv) WHEREAS, the promoter has filed an application before the office of Collector, Pune, for getting **N.A Permission** for use of the said property for Non-Agricultural purpose i.e. for residential purpose. Accordingly the office of Collector, Pune, has given NOC under order No. **Kra / Pra.Ma.Ha /N.A/SR/744/ 2012** on **11/02/2013**. As per the said letter an area **admeasuring 108549.74 Sq. Mtrs. was permitted for Residential use**.
- (v) AND WHEREAS, the Promoter had obtained **Environmental Clearence Certificate, Dated 03/12/2016** vide No **SEAC-III-2015/CR-143/TC-3** from Department of Environment, Government of Maharashtra.
- (vi) AND WHEREAS, the Promoter had obtained **Noc from Directorate of Operation (ATS), Air Headquarters, Department of Indian Air Force** under subject Noc from **Aviation Angle for Construction of Buildings** vide **No Air HQ/S 17726/4/ATS (Ty BM-MMDCXVII) Date 18/01/2017**.

AND WHEREAS, the promoter is in possession of the said land i.e 133100 sq.mtrs and has divided the said land bearing Gat No 94 admeasuring 133100 sq.mtrs in various plots i.e **from Plot No 1 To Plot No 13** and have preferred **Sub Division Layout plan for the** said property, and got the same sanctioned from the office of Pimpri Chinchwad Municipal Corporation vide No.**B.P/Chikhali/06/2017** on **11/01/2017**.

AND WHEREAS out of the total scheduled land i.e 133100 sq.mtrs and as per sanction layout, the promoter has floated the ownership scheme on Plot No -1, for area admeasuring 38723.43 sq.mtrs alongwith 2255.00 sq.mtrs of internal Road area FSI, and more particularly described in Schedule-II and has obtained Pimpri Chinchwad Muncpal Corporation Sanctioned building plan in respect of the subject land vide **Commencement Certificate No B.P./Chikhali/20/2017 on 02/03/2017.** Thereafter the Promoter have obtained Pimpri Chinchwad Muncpal Corporation revised building plan sanction vide **B.P./Chikhali/76/2017 on 24/07/2017.**

AND WHEREAS the promoter has floated the ownership scheme on the said project land under the name and style of “Aishwaryam Hamara Phase-I”, comprising of various buildings in two phases:-

AND WHEREAS out of the total scheduled land and as per sanctioned Layout, Phase-I consists of Building No A7, A8, A9, A10, A11, A12 proposed to be constructed on area admeasuring 5309.54 Sq.mtrs, out of Plot No-1 area admeasuring 38723.43 sq.mtrs, more particularly described in Schedule-A. (Hereinafter referred to as the said project)

AND WHEREAS out of the total scheduled land and as per sanctioned Layout, Phase-II consists of Building No A1, A2, A3, A4, A5, A6 proposed to be constructed on area admeasuring 33413.89 Sq.mtrs out of Plot No-1 area admeasuring 38723.43 sq.mtrs, more particularly described in Schedule-B, on which the promoter shall propose the construction work in future as per D.C Rules of PCMC.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

Though the Promoter herein has right to develop the entire **scheduled land i.e Plot No-1**, the promoter has decided to carry out construction/development of the said land in phases and accordingly has identified/earmarked portion out of the project land as **Phase-I**, and is only subject matter of this Agreement and the said **scheduled land** shall be known as, “**Aishwaryam Hamara Phase-I**”,(hereinafter referred to as, ‘**Said Project**’), area admeasuring 5309.54 Sq.mtrs, out of Plot No-1 area admeasuring 38723.43 sq.mtrs alongwith 2255.00 sq.mtrs of internal Road area FSI, or thereabouts more particularly described in “**Schedule -II**” below:

AND WHEREAS the Promoter has completed all the legal formalities with respect to the rights, title, and interest in respect of the project land on which the said project is to be completed. The Promoter herein alone has sole and exclusive right to sell the Apartments in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreements with the Allottee/s, lessee, mortgages, of the Apartments and to receive the sale price / lease amount / mortgage amount in respect thereof.

AND WHEREAS the Promoter is in possession of the said project land.

AND WHEREAS the Promoter has proposed to construct on the project land **6 multistoried Buildings i.e :-**

Building A 7: - 2 P + 12 Floors,

Building A 8: - 2 P + 12 Floors

Building A 9: - 2 P + 12 Floors

Building A 10 : - 2 P + 12 Floors ,

Building A 11 : - 2 P + 12 Floors,

Building A 12 : - 2 P + 12 Floors .

AND WHEREAS the Allottee/s is offered an Apartment bearing number on the floor, (herein after referred to as the said “Apartment”) in the wing (herein after referred to as the said “Building”) **being constructed in the Phase-I of the said project, by the Promoter.**

AND WHEREAS 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 WHEREAS 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 project.

AND WHEREAS by virtue of the Sale Deed the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS 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. Shashank Phadke** 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; After the Allottee/s enquiry, The promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/Advocate and to ask any queries, he/she/they regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Promoter up and until the conveyance of the said building/wing and the said land thereunder.

AND WHEREAS the authenticated copies of **Certificate of Title** issued by the attorney at law or advocate of the Promoter showing the nature of the title of the Promoter to the project land on which the said **apartment/s** are constructed or are to be constructed, **Authenticated copies of village form VII**, and have been annexed hereto and marked as **Annexure-A & Annexure-B** respectively.

AND WHEREAS the **authenticated copies of the plans of the Layout** as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**.

AND WHEREAS the **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, on the said project** have been annexed hereto and **marked as Annexure C-2**.

AND WHEREAS the **authenticated copy of commencement Certificate** issue by the local authority to the project land on which the Apartments are constructed, or to be constructed is annexed hereto as **Annexure-D**.

AND WHEREAS 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 WHEREAS the allottee has applied to the promoter for allotment of an apartment Noonfloor inWing situated in the Building no being constructed in Phase-I of the said project.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the 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 WHEREAS the promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the promoter while constructing/developing the said project.

AND WHEREAS the Promoter has accordingly commenced construction of the said building's/phase, in accordance with the said proposed plans.

AND WHEREAS the allottee/s has agreed to purchase the said unit based on 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 WHEREAS the allottee/s on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project/building/phase/wing which are contrary to the prevalent laws/rules/regulations under which sanctioned plans have been given shall not be binding on the allottee/s and that the allottee/s shall not hold the promoter responsible for the such contrary conditions.

AND WHEREAS 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 maintainence of the same and have been annexed and marked as **Annexure-E & Annexure-G** respectively.

AND WHEREAS the allottee/s has been shown the conditions of contracts with the vendors/contractors/manufacturers and workmanship and quality standards of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same, the allottee/s has now agreed to the same as conditions mentioned in these contracts, and that the allottee/s agrees to abide by the same, failure of which shall absolve the promoter to that extent.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the **Real Estate Regulatory Authority at No, authenticated copy is attached in Annexure ‘F’;**

AND WHEREAS 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 WHEREAS 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 verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the allottee/s prior to execution of these presents has paid to the Promoter a sum of Rs./- (RupeesOnly), being part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment , deposit 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 WHEREAS, the parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; the parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

AND WHEREAS, under section 13(1) of RERA (Real Estate Regulation Act) 2016, the Promoter is required to execute a written Agreement for sale of the said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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/s hereby agrees to purchase the (Apartment) and the covered parking (if applicable).

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.

AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement, save and except the conveyance deed as stated herein below.

AND WHEREAS this agreement does not preclude, demonic the rights of any financial institutions, funds, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allottee/s in respect of his/her/their apartment in the said project.

AND WHEREAS 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;

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.

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

The Promoter shall construct the following Buildings named as :-

Building A 7: - 2 P + 12 Floors,

Building A 8: - 2 P + 12 Floors

Building A 9: - 2 P + 12 Floors

Building A 10 : - 2 P + 12 Floors,

Building A 11 : - 2 P + 12 Floors,

Building A 12 : - 2 P + 12 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/s in respect of variations and modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition or modifications in the sanctioned plans, Layout Plans and specifications of the buildings or common areas of the said phase which are required to be made by promoter in compliance of any direction or order, etc., issued by the competent authority or statutory authority under any law of the state or central government, for the time being inforce. Promoter may also make such a minor additions and alterations as may be required by the allottee/s.

1. CONSIDERATION PRICE OF THE SAID APARTMENT:-

- 1.(a) 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**BHK** of Carpet area admeasuring sq.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 on _____ floor in Building No hereinafter referred to as "the Apartment") **more particularly described in Schedule-C, and as shown in the floor plan thereof hereto annexed and marked as Schedule-D , for the consideration of Rs/- (RupeesOnly) , including 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 Annexure-E annexed herewith, constructed in the Phase-I of the said project, alongwith Covered parking noof area admeasuring Sq.mtrs i.e Sq.fts and pro-rata share in Common areas of area admeasuringSq.mtrs i.eSq.fts as defined in Section 2 of the Act.**

The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby **agrees to sell to the Allottee/s covered parking spaces bearing No..... atbeing constructed in the layout for the consideration of Rs...../- (RupeesOnly).**Further that the allottee/s shall not raise any dispute about the suitability of the said parking space as constructed by the promoter.

- 1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus **Rs./- (RupeesOnly).**

1(c) The Allottee shall use the parking space allotted/affirmed by the Society/Federation only for purpose of keeping or parking the Allottee/s owned vehicle. The Parking Space allotted/affirmed by the Society/Federation is for parking light motor vehicles only and not for parking lorry, tempo, public transport vehicle, tourist vehicles or for storage or any other use under any circumstances, inclusive of housing pets, cattle, animals etc.

1(d) The Allottee is aware that the parking space cannot be sold by the Promoter and the same forms part of the Common Area and Amenities. The Promoter has however identified a car parking space for the Allottee which the Allottee will be entitled to use, subject to the approval/confirmation/affirmation of the Society/Federation.

1 (e) It is agreed between the Parties, that the Parking Space has only been identified and the same is not for an allotment or for a sale. The Allottee is aware that the allotment of the 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.**

The Allottee/s who has been allotted covered car parking shall be entitled to claim additional /extra rights on parking spaces only after all other allottees have been allotted parking spaces.

2. PAYMENT PLAN/SCHEDULE:-

STAGE OF WORK	PERCENTAGE %	AMOUNT IN WORDS
On or before execution of Agreement	10%	
After Execution of the Agreement	20%	
On Completion of Plinth	15%	
On Completion of Third Slab	5%	
On Completion of Sixth Slab	5%	
On Completion of Ninth Slab	5%	
On Completion of Twelfth Slab	5%	
On Completion of Fourteen Slab	5%	
On Completion of Walls, Internal Plaster,Floorings,Doors and Windows of the said apartment	5%	
On Completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said apartment.	5%	
On Completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said apartment.	5%	
On Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements.	10%	
Against and at the time of handing over of the possession of the apartment	5%	
TOTAL	100%	

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.

Payment plan may also be set out in schedule and 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(a) 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 G.S.T 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.

2(b) 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. The allottee/s herein specifically agrees that he/she/they shall pay the aforesaid amount alongwith the G.S.T, Service tax, Vat and such other taxes, cesses, charges etc without any delay along with each installment.

3. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the promoter to take action for breach arising out of delay in payment of the installments on the due dates, the allottee/s shall be bound and liable to pay interest as specified in the Rule i.e **as per State Bank of India highest marginal cost of lending rate plus 2% per annum with monthly rests, on all amounts which become due and payable by the allottees/ to the promoter till date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expensed thereof shall not itself be considered as waiver of the right of the promoter under this agreement, nor shall it be construed as condonation of delay by the promoter.** The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

4. PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC:-

4 (a) 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. And as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence 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.

4 (b). If at any time, after execution of this agreement, GST ,Service tax and Value Added Tax (VAT) 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.

4(c). 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.

4 (d). That the Allottee/s are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the allottee/s shall have to pay for the water charges either by tanker or any other form.

4 (e). 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/s 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/s, 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 registered authority.

4 (f). 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.

4(g). The Allottee/s 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/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

4(h). Each of the installments mentioned in the sub clause (a) and (b) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

5. MODE OF PAYMENT:

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 Cheque / Demand Draft or Online payment in favor of **M/s Sai Essen Developers, Payable at Pune in Current A/c No ofBank Ltd, Branch- Nigdi, Pune.**

6. OBSERVATIONS OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY

6.1 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, state or central government including environmental department at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, or at the time granting occupancy and/or completion certificates in respect of the Apartment. The promoter shall before handing over the possession of the said apartment to the allottee/s herein, obtain from the concerned planning/local authority/development controlling authority occupation and/or completion certificate in respect of the said apartment. **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, service tax, vat, gst or any other tax payable under this agreement of the said apartment to the promoter.**

6.2 Howsoever for the purpose of defect and liability on 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.

7. TIME IS ESSENCE:-

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 federation of societies, the Allottee/s 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 installment and other dues payable by him/her/their and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause herein above of Payment Schedule / Plan.

8. COMPENSATION:-

8.(a) That the allottee has given his specific confirmation herein that the responsibility of title of the land be on the Developer up and until the conveyance of the said building/phase/wing and the said land thereunder:

8.(b) Except for occurrence of the events stating hereinabove, If the Promoter fails to complete or is unable or neglects to give possession of the Apartment to the Allottee/s in accordance with the terms of this agreement ,duly completed by the specified date herein; or discontinuous of his business as a developer on account of suspension or revocation of the registration under the act; or for any other reason; the Promoter shall be liable, on demand to the allottee/s,in case the allottee/s wishes to withdraw from the project ,without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment , **with the interest as per State Bank of India highest marginal cost of lending rate plus 2% per annum from the date the Promoter received the sum till date the amounts is refunded within 30 days including compensation in the manner as provided under the act.**

Provided that where if the allottee does not intend to withdraw from the said project, the promoter shall pay the allottee interest as per **State Bank of India highest marginal cost of lending rate plus 2%,on all amounts paid by the allottee, for every month of delay, till the hanging over of the possession of the apartment.**

9. DISCLOSURE AS TO FLOOR SPACE INDEX:-

The promoter hereby declares that the Floor space Index available as on date in respect of the said project land is 36687.53 Sq.mtrs and Promoter has planned / proposed to utilize Floor space Index of 7996 sq.mtrs (approximately) by availing 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 to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as 7996 sq.mtrs (approximately) proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared / future proposed FSI shall belong to Promoter only.

10. TERMINATION OF THE SAID AGREEMENT:-

Without prejudice to the right of promoter to charge interest in terms of sub clause mentioned herein above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/s committing three defaults of payment of installments, 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/s, by Registered Post AD at the address provided by the allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s 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 any 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 and 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, desire 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. After receipt of such notice of intention to terminate this agreement the promoter shall issue a 15 days' notice in writing calling upon

him/her/them to execute and register deed of cancellation. Only upon the execution 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 and 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.

11. POSSESSION OF THE SAID APARTMENT:-

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 price and dues of 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, assures to hand over possession of the said apartment to the Allottee on or before 31st March 2020.

11(a) Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of the apartment on the aforesaid date, and the same shall include the period of extension given by the authority for registration. Further, if the completion of building/wing/phase in which the said apartment is to be situated is delayed on account of -

- (i) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of God, or any calamity by nature affecting the regular development of the real estate project("Force Majeure")
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

Extension of time for giving possession as may be permitted by the Regulatory Authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building/phase could not be carried by the promoter as per sanctioned plan due to specific stay or injunction, orders relating to the said project from any court of law, or tribunal, competent authority, statutory authority, high power committee etc., or due to such a circumstances as may be decided by the authority.

If, however, the completion of the project/building/phase is delayed due to the Force Majeure conditions then the allottee/s agrees that the promoter shall be entitled to the extension of time for delivery of possession of the apartment, provided that such a force majeure conditions are not of a nature which make it possible/impossible for the contract to be implemented. The allottee/s agrees and confirms that, in the event it becomes impossible for the promoter to implement the project due to

force majeure conditions, then this allotment shall stand terminated and the promoter shall refund to the allottee/s the entire amount received by the promoter from the allotment within 30 days from that date. After amount refund or the money paid to the allottee/allottee/s, agrees that he/she/they shall not have any rights, claims etc., against the promoter and that the promoter shall be released and discharged from all its obligations and liabilities under this agreement.

11.(b)

PROCEDURE FOR TAKING POSSESSION –

The Promoter, upon obtaining the occupancy/completion certificate from the local/planning/competent authority shall offer in writing to the allottee/s intimating that, the said apartment is ready for use and occupation. The allottee/s shall inspect the said apartment in all respect to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the promoter as per the terms and conditions of this agreement and take the possession of the said apartment within 15 Days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be.

11© 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.

11.(d) Failure of Allottee to take Possession of Apartment :-Upon receiving a written intimation from the Promoter ,the allottee/s shall take possession of the said apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said apartment to the allottee/s. In case the Allottee/s fails to take possession within the time provided and intimated to the allottee/s, such allottee/s shall continue to be liable to pay maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment.

11.(e) Possession by the allottee – After obtaining the completion / occupancy certificate and handing over physical possession of the said Apartment to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the associations of the Allottee/s or the competent authority, as the case may be, as per the local laws.

12. DEFECT & LIABILITY:-

- 12.(a) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee/s 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/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- 12.(b) 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.
- 12.(c) 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.
- 12.(d) 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. 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 the promoter shall not be responsible for any defects occurring due to the same.
- 12.(e) That the project of the whole 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.
- 12.(f) 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 don't amount to structural defect and hence can't be attributed to either bad workmanship or structural defects.

12.(g) 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.

13. DISCLOSURE AND INVISTIGATION OF MARKETABLE TITLE:-

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

The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence .He shall use the garage or parking space only for purpose of keeping or parking vehicle.

14. FORMATION OF SOCIETY & SOCIETY MAINTAINENCE CHARGES:-

14(a) The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society / Apex federation of societies to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society OR Apex Federation of societies and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee if any; changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

14(b) 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 for 24 months** 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.

15. PAYMENT OF DEPOSITS:-

The Allottee/s shall on or before delivery of possession of the said premises shall keep proportionate share deposited with the Promoter for the following expenses which are included in agreement cost:-

- (i) Rs. 600/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (i i) 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 Water, Electric, and other utility and services connection charges.

15(a) At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the said apex federation of societies, on such conveyance or any document or instrument of transfer in respect of the structure of the said phase/building /wing. At the time of registration of conveyance of the project land, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, by the said Apex Body or Federation of societies, on such conveyance or any document or instrument of transfer in respect of the structure of the said land is to be executed in favour of the Apex Body or Federation.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.
- ii. 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.
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report.

- v. 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.
- vi. All drawings ,sale plans, other drawings are as 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 have been undertaken by them individually with the promoter which shall prevail on theses consultants individually or cumulatively if there is any loss/harm caused to the allottee/s and based on these details of the drawings and calculations and areas shown, the allottee/s has agreed to take the said apartment.
- vii. 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.

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

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.

At the time of execution of the conveyance deed of the structure to the federation of societies ,the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to federation of societies as may be formed.

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

17. CONVENANTS AS TO USE OF SAID APARTMENT:-

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 for the said apartment and also the said project in which said apartment is situated:-

- 17.(a) 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.

17.(b) 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.

17.(c) 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.

17.(d) 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 Federation of Societies.

17.(e) 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.

17.(f). 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.

17.(g). 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.

17.(h). 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.

17(i) 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.

17(j) 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.

17(k). 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.

17(l). 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 to the allottee.

17(m). 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.

17(n). 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 proposed project layout unless specifically agreed and consideration dispensed by the allottee/s to the developer in this regards.

17(o). That the parking spaces sold to the allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle of not more than 4 tones and not more than 6 Feet height. That this has been clearly made aware to the allottee and the same has been agreed by the allottee/s to follow.

18. NAME OF THE PROJECT.

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the promoter herein has decided to have the name of the project as **“AISHWARYAM HAMARA PHASE-I” and building will be denoted by letters or name “AISHWARYAM HAMARA PHASE- I 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.

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/s 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 or federation of societies or other body and until the project land is transferred to the federation of societies as hereinbefore mentioned.

19. SEPARATE ACCOUNT FOR SUMS RECEIVED:-

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society 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. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s 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/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT AND RIGHT TO AMEND:-

This agreement, alongwith its schedules and annexures, constitutes 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/building/phase, as the case may be. This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEE/S.

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

That the allottee/s agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the promoter to the allottee/s for which consideration has been dispensed.

24. 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.

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

Wherever in this Agreement it is stipulated that the Allottee/s 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 Apartments in the said Project.

26. MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:-

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s 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/Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement. That in such case, the parties hereto agrees that a nominated surveyor/Architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

27. 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.

28. 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/s, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of **the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Office of the Sub-Registrar, Haveli No....., Pune.**

29. REGISTRATION OF THIS AGREEMENT:-

The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof on receiving the written intimation from the promoter.

30. NOTICES:-

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

Name of Allottee: -
.....

Residing at: -
.....

Notified Email ID:-.....

Name of Promoter:- M/s Sai Essen Developers,
Address:- Gat No.1169, Aishwaryam Courtyard, Near Sane Chowk, Akurdi-
Chikhali Road, Chikhali, Pune-412114,
Notified Email ID:- sales@aishwaryamhamara.com.

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

31. JOINT ALLOTTEE/S

That in case there are joint allottee/they shall be considered as joint allottees and severable allottees for the purpose of these clauses in the agreement and all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her/their, which shall for all intents and purposes to consider as properly served on all the Allottee/s.

32. STAMP DUTY AND REGISTRATION: -

The allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the promoter on favour of allottees/Society/Federation of societies as may be formed in which the allottee/s will be the member.

The Allottee shall also 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 Society or Federation of societies and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

33. DISPUTE RESOLUTION: -

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

34. GOVERNING LAW

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

35. RIGHT OF THE ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTAINENCE CHARGES:-

The allottee/s hereby agree to purchase the apartment on the specific understanding that is /her right is to only to the use and unless specifically allotted/given vides(limited) common areas/facilities, the use of the common areas and facilities shall be subject to timely payment of total maintenance charges as determined and thereafter billed by the maintenance agency appointed or the association of the Allottee/s (or maintenance agency appointed by it and performance by the allottee of his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of the Allottee/s /Federation from time to time. That the list of things that would becovered under the maintenance head are stated and which the allottee has expressly agreed to pay for fully/proptionetly and marked and attached as **Annexure G.**

36. WAIVER NOT A LIMITATION TO ENFORCE.

The promoter may, at its sole option and discretion, without prejudice to its rights as set out in this agreement, waive the breach by the allottee in not making payments as per the payment plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the promoter in the case on allottee shall not be constructed to be precedent and/or binding on the promoter to exercise such discretion in the case of other Allottee/s.

Failure on the part of the promoter to enforce at any time or for any period of time the provisions hereto shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.

37. SPECIFICATIONS AND AMENITIES:-

The specifications of the apartment such as fixtures and fittings with regard to the flooring and sanitary fittings and Common amenities like one or more lifts etc to be provided by the Promoter, for the said building/s of the said project and are those that are set out in **Annexure-E** hereto.

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.**

38. SCHEDULE FOR POSSESSION OF THE COMMON AMENITIES:-

The promoter herein is developing the said land which consists of various phases having common amenities like club house, landscape, garden etc. the construction /development of the said common amenities of Phase –I will be completed in due course, the promoter assures to hand over possession of the said common amenities:-

- i. Possession of Infrastructure on 31st of March 2020.**
- ii. Possession of Parking Space on 31st of March 2020**
- iii. Possession of Club House & all amenities on 30th of September 2020.**

The allottee/s here in 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 that 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 as and against the promoter.

39. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-

39.1 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.

39.2 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.

40. CONVEYANCE OF THE SAID APARTMENT:-

The promoter shall form individual and separate society for each building, and shall convey all the rights, title and interest in the said structure of the building within three months from the date of issuance of Completion/Occupancy certificate of the said building.

Further the promoter shall form federation of all the societies of individual buildings and shall convey, all the rights, title and interest in the aliquot part of the said land i.e. said project referred to as in Schedule-A, with proportionate indivisible share in the common areas within three months from the date of completion/occupancy certificate of the said project.

However, in case the allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc, so demanded within period mentioned in the demand letter, the allottee/s authorizes the promoter to withhold registration of the conveyance deed in favor of Society/Federation till full and final settlement of all dues and stamp duty and registration charges to the promoter is made by all the allottee/s.

That the project Aishwaryam Hamara is developed under two phase's i.e. Phase-I & Phase-II .

That side margin shown in sanctioned layout plan on both sides of all two phases shall be used for in-gress & out gress (in & out) purpose by the allottees of all the two phases. The said side margin shall be used as easementary rights of way.

That allotees from all the two phases are not entitled to obstruct each other to ply their vehicles from the said side margin of the said project.

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.
First Schedule above Referred to Description of the freehold land and all other details.

SCHEDULE-I OF THE SAID PROPERTY
(DESCRIPTION OF TOTAL LAND)

All the piece and parcel of property bearing Gat No. 94 area admeasuring 13 H 20 R + 00 H 51 R Potkharaba i.e. total area admeasuring 13 H 71 R, assessed at Rs. 43.75 Paise, out of it area admeasuring 13 H 31 R as per Layout Sanction Plan vide its Order No BP/CHIKHALI/06/2017 Dated 11/01/2017; situated at village Chikhali, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli & which is bounded as under –

- | | |
|---------------------|--|
| On or towards East | - By 24.00 Mtrs D.P Road and Village Boundary of Moshi |
| On or towards West | - By Gat No 90 |
| On or towards North | - By Gat No 90 |
| On or towards South | - By Gat No 72 |

SCHEDULE-II OF THE PROPERTY
(DESCRIPTION OF PROJECT LAND I..E PHASE-I)

All the piece and parcel of property bearing Gat No. 94 area admeasuring 13 H 20 R + 00 H 51 R Potkharaba i.e. total area admeasuring 13 H 71 R, assessed at Rs. 43.75 Paise, out of it area admeasuring 13 H 31 R **out of it area admeasuring 5309.54 Sq.mtrs out of PLOT NO-1, area admeasuring 38723.43 sq.mtrs alongwith 2255.00 sq.mtrs of internal Road area FSI**, as per Layout Sanction Plan vide no BP /CHIKHALI / 06/2017, Dated 11/01/2017 & Revised Commencement Certificate No BP / CHIKHALI / 76/ 2017, Dated 24/07/2017, situated at Gat No 94,Village Chikhali, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli & which is bounded as under –

- | | |
|---------------------|--|
| On or towards East | - By 24.00 Mtrs D.P Road and Village Boundary of Moshi |
| On or towards West | - By 12.00 Mtr Internal Road and Remaining property of Gat No 94 |
| On or towards North | - By Phase- II of the said Project and Remaining property of Gat No 94 |
| On or towards South | - By Gat No 72 |

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER

Through its duly authorized partners:-

1) **MR.**

2) **MR.**

SIGNED, SEALED AND DELIVERED

by within named the Allotee/s

1.**MR.**

2.**MRS.**

IN THE PRESENCE OF:-

1) Signature _____

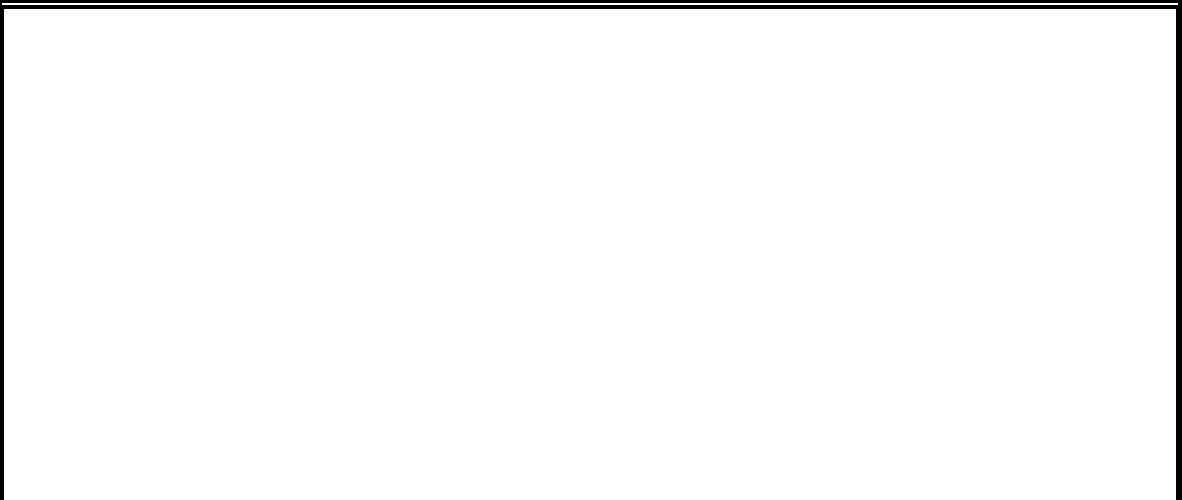
Name

Address

2) Signature _____

Name

Address



SCHEDULE ‘A’ (PHASE-I)

Out of the total scheduled land and as per sanctioned Layout, Phase-I consists of Building Nos A7, A8, A9, A10, A11, A12 proposed to be constructed on area admeasuring 5309.54 Sq.mtrs out of Plot No-1 area admeasuring 38723.43 sq.mtrs.

- | | |
|---------------------|--|
| On or towards East | - By 24.00 Mtrs D.P Road and Village Boundary of Moshi |
| On or towards West | - By 12.00 Mtr Internal Road and Remaining property of Gat No 94 |
| On or towards North | - By Phase- II of the said Project and Remaining property of Gat No 94 |
| On or towards South | - By Gat No 72 |

SCHEDULE ‘B’ (PHASE-II)

Out of the total scheduled land and as per sanctioned Layout Phase-II is consisting of Building Nos A1, A2, A3, A4, A5, A6 Proposed to be constructed on area admeasuring 33413.89 Sq.mtrs out of Plot No-1 area admeasuring 38723.43 sq.mtrs,

- On or towards East:** - By 24.00 Mtrs D.P Road and Village Boundary of Moshi
- On or towards West:** - By 12.00 Mtr Internal Road and Remaining property of Gat No 94
- On or towards North:** - By 12.00 Mtr Internal Road and Remaining property of Gat No 94
- On or towards South:** - By Phase- II of the said Project and Remaining property of Gat No 94

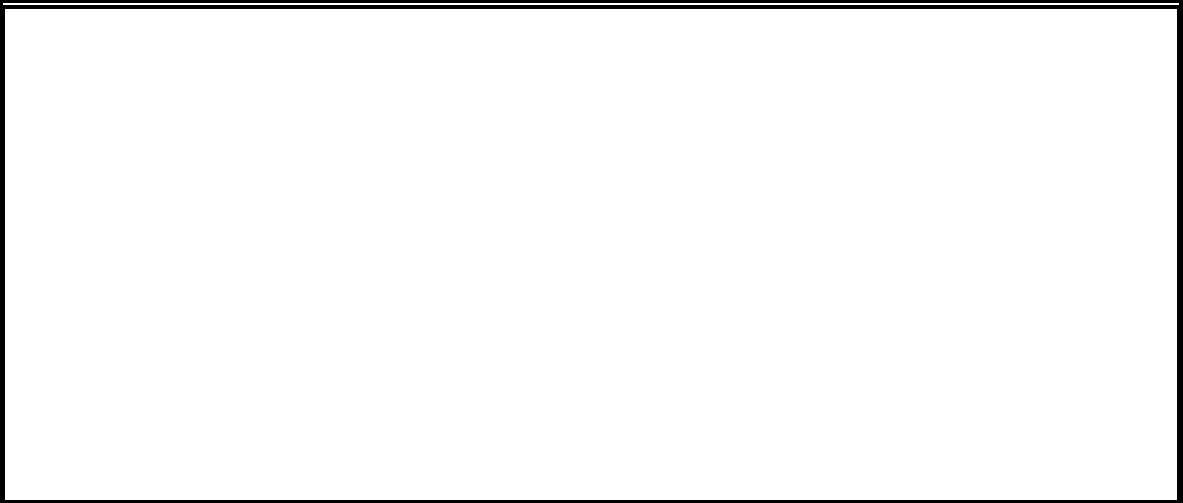
SCHEDULE “C”

DESCRIPTION OF THE APARTMENT on PHASE-I

Apartment of the type BHK of Carpet area admeasuring sq.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 Building No being constructed in the Aishwaryam Hamara Phase-I, alongwith Closed parking noof area admeasuring Sq.mtrs i.e Sq.fts, situated at Gat No 94, Village: Chikhali, Taluka: Haveli, District: Pune, situated within the Registration District of Pune, Registration Sub-District of Taluka Haveli, situate within the Revenue Limits of Tahsil Haveli and situated within the limits of Pimpri-Chinchwad Municipal Corporation.

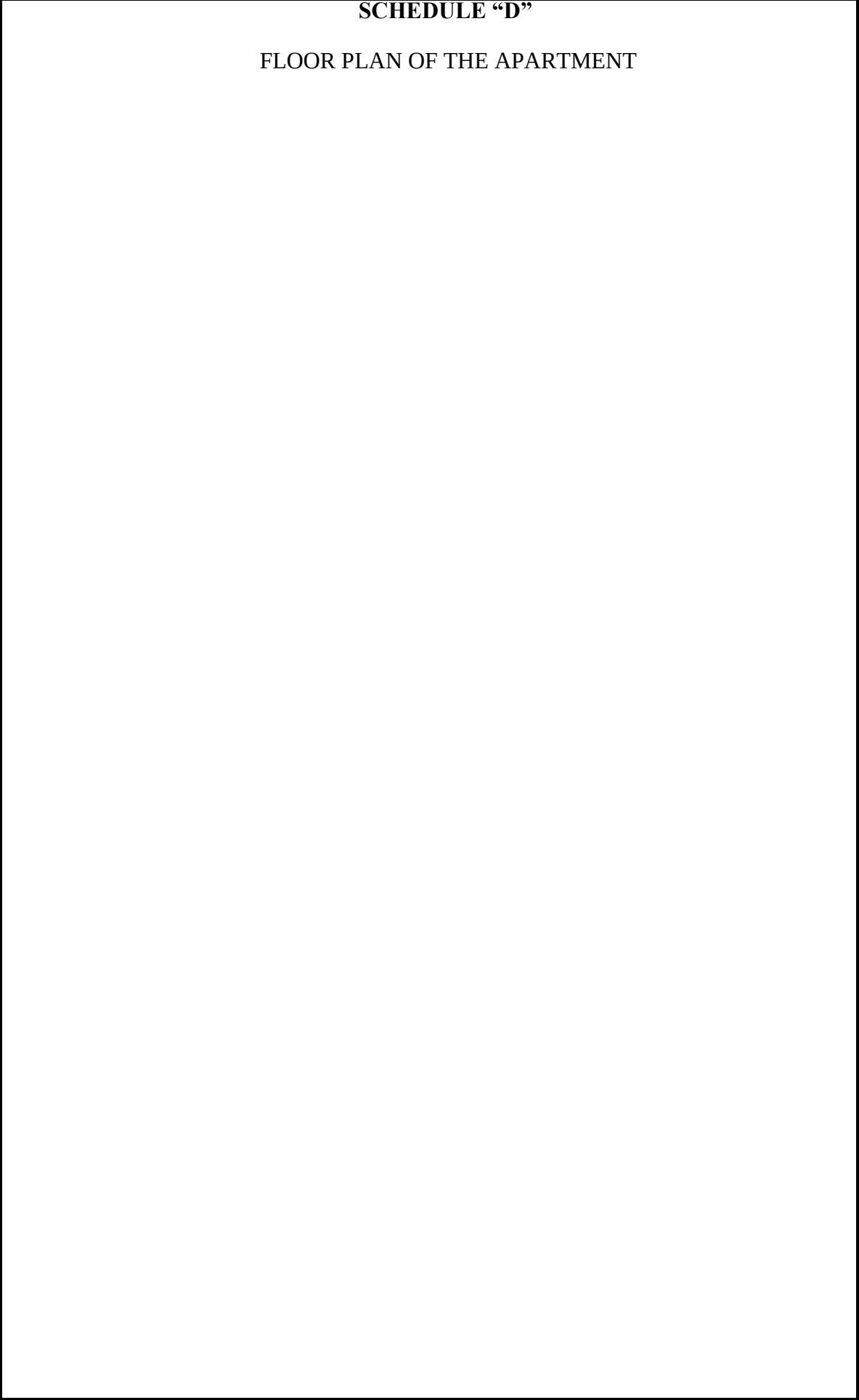
BOUNDARIES OF THE SAID APPARTMENT IN ALL FOUR DIRECTIONS

- On or towards East: -
- On or towards West:-.....
- On or towards South: -
- On or towards North: -

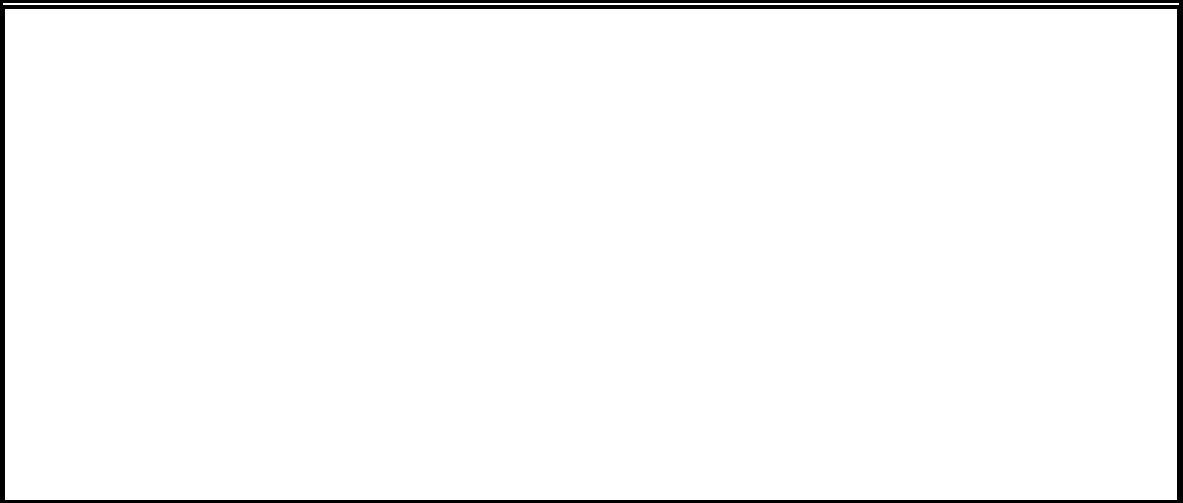


SCHEDULE “D”

FLOOR PLAN OF THE APARTMENT

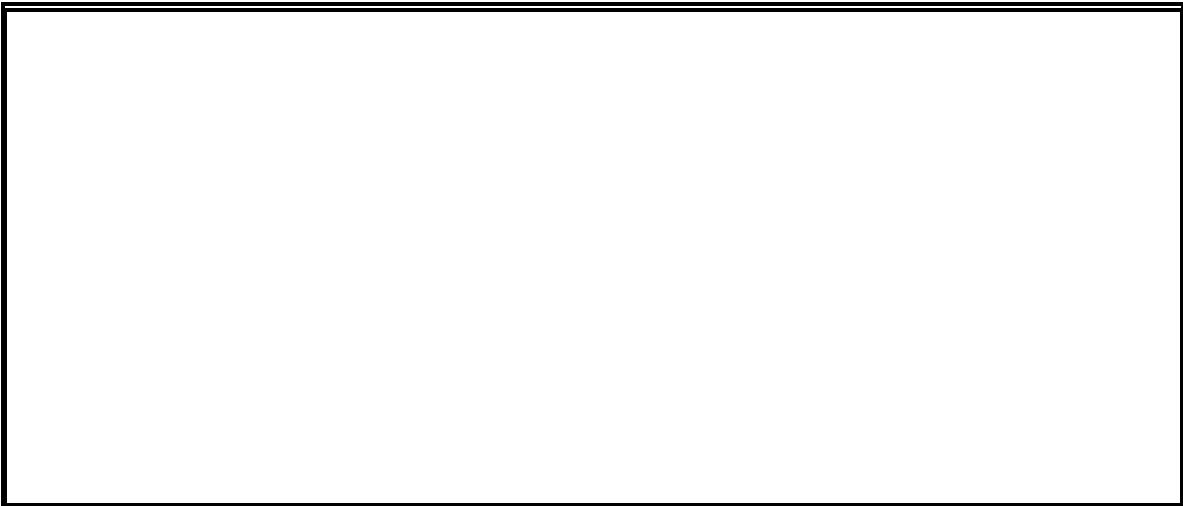


ANNEXURE – A
TITLE CERTIFICATE



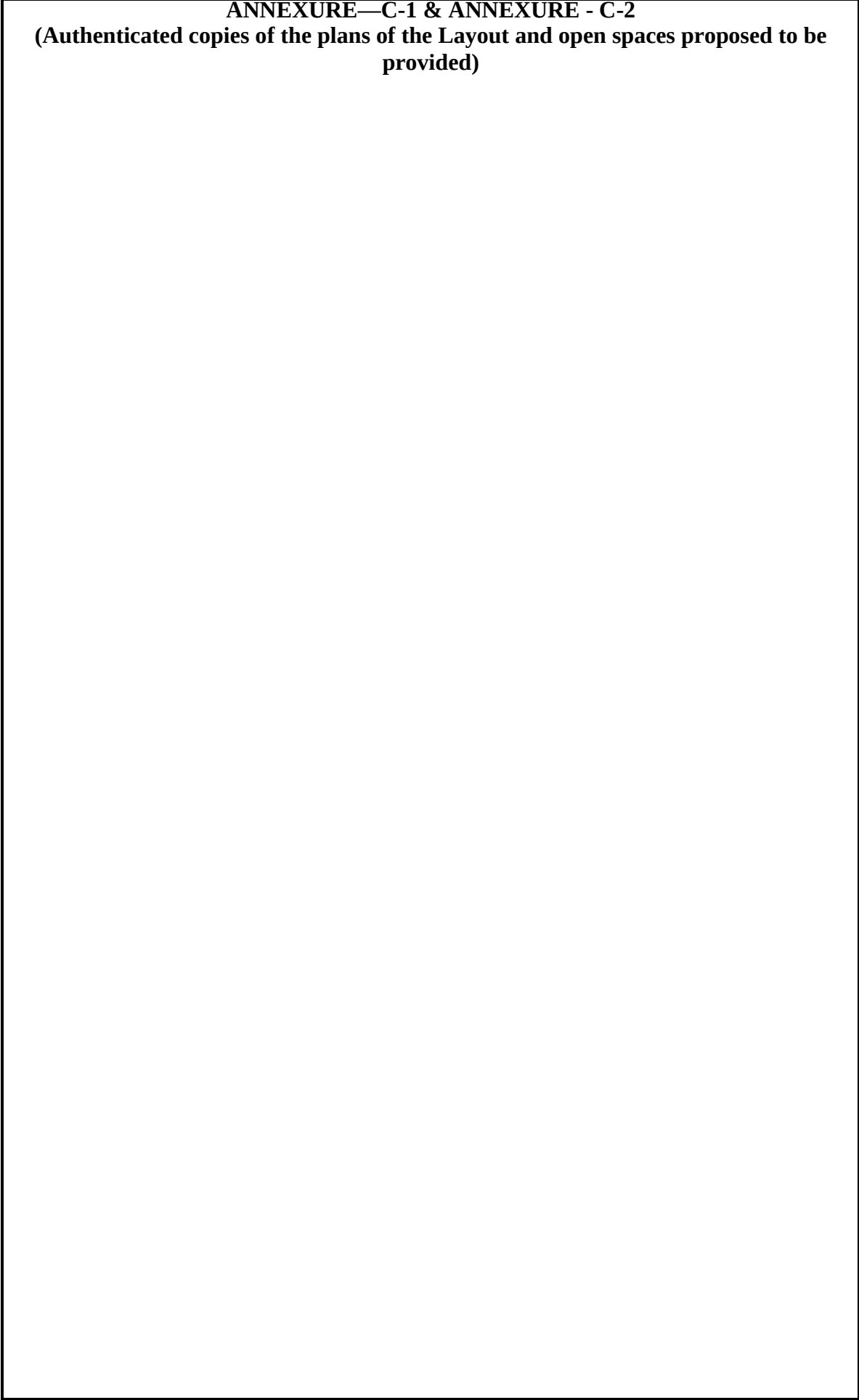
ANNEXURE —B
(Authenticated copies of Extract of Village, form VII)

A large, empty rectangular box with a black border, occupying the bottom two-thirds of the page. It is likely a placeholder for the authenticated copies of the Extract of Village, form VII.



ANNEXURE—C-1 & ANNEXURE - C-2

(Authenticated copies of the plans of the Layout and open spaces proposed to be provided)



ANNEXURE-D
(Commencement certificate issued by the local authority)

ANNEXURE-E

(Specification & Common Amenities for the Apartment/said project),

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.

Common Amenities:-

1. Drainage and water line work.
2. STP Plant.
3. Rain Water Harvesting.
4. Firefighting 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 Hi-Fi speed stretcher and passenger lifts with generator backup for each building.
10. Toddler's Park with rubberized flooring.
11. Skating Rink.
12. Chess Board
13. 1.50 m Wide Tricycle Park.
14. Multipurpose Hall.
15. Party Lawn
16. Barbeque Counter.
17. Food serving area.
18. Seating Plaza.
19. Herbal Garden.
20. Wide Pathway.
21. Meditation Pavilion.
22. Yoga Lawn.
23. Wide acupressure pathway.
24. Nakshatra Garden.
25. Indoor Games with Meditation Hall.
26. Wide Jogging Track.
27. Children's Play Area.
28. Camp fire with seating area.

29. Reading plaza with par seating.
30. Multipurpose Open Court.
31. Tree pit.
32. Adventure wall with deck on upper level.
33. Gymnasium and Yoga hall.
34. Swimming pool.
35. Kids pool.
36. Wooden deck with pergola.
37. Outdoor shower.
38. Outdoor Gym.
39. Lawn area.
40. Open space.
41. Amphitheatre with lawn mound.
42. Nana Nani Park.
43. Gas Pipeline.

B) RESTRICTED AREAS AND FACILITIES:-

1. The parking below Building, podium slab and reserved parking areas outside the buildings/wings as the case may be shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holder in the building or tenement holder in any building of the scheme.
2. Terraces adjacent if any to the flats shall be restricted and shall be for exclusive use of such respective flat holders.
4. Top terraces of the building/s shall be restricted and the Promoter herein shall have exclusive right to allot the same to the accommodation holder in the buildings/wings.

AND WHEREAS all areas which are not covered under aforesaid head "Common Amenities" are restricted areas and facilities, which include terraces, car-parking's within the said land and in the building/s which is/are under construction on the said land is reserved and promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc.

That Promoter has carried out scheme by dividing the said properties in two phase's i.e Phase-I & Phase-II as per layout. That Promoters have constructed Building No A7,A8,A9,A10,A11,A12 in Phase-I. The Promoters are constructing buildings i.e A1, A2,A3,A4,A5,A6 having amenities consisting of Club House, Swimming Pool, Garden etc, in Phase-II. All the above mentioned common amenities shall be use / utilized and enjoyed by all the allottees of Phase-I & Phase-II in common. No allottees from Phase-I and Phase-II shall obstruct each other for using the common amenities of the sanctioned layout.

Received of and from the Allottee/s above named the sum of **Rs.**/-
(Rupees Only) on Execution of this agreement towards
Earnest Money Deposit or application fee.

I Say Received

The Promoters

1. Mr. Narendra Bhimsen Agarwal_____

2. Mr. Deepak Ashok Mane_____

ANNEXURE-F
RERA REGISTRATION CERTIFICATE

ANNEXURE-G

THAT THE LIST OF THINGS THAT WOULD BE COVERED UNDER THE MAINTAINENCE HEAD.

The maintenance charges includes only following items:

The external common amenities provided by the Promoter to the residents of the said scheme i.e.

- A) Maintainence of all amenities including swimming pool, club house basketball court, Equipment's in Children Play Area and all other equipment's , drainage , water & electrical line and all the provided common amenities which are part of the project Aishwaryam Hamara Phase-I.**
- B) Payments of Electricity & water charges, open land taxes, N.A. taxes and all charges/taxes to be paid related to common areas of the project Aishwaryam Hamara Phase-I.**
- C) Salaries of all concerned staff required for maintaining the society like Security Personnel, STP Operating Staff, Gardner, Manager, Accountant, Supervisor, electrician, plumber, Housekeeping etc.**
- D) All transportation, penalties, replacement & deposits, Fuel charges directly or indirectly concerned with the maintenance of the society.**
- E) Cleaning of Overhead & Underground Water Tanks & all other tanks.**
- F) Payments related to Annual Maintainence contracts of Lifts, Gensets, STP, Motors, Pump sets & all other equipment's requiring maintainence.**
- G) Purchase of all materials required for maintainence pre/post possession or usage of amenities.**

The maintenance charges excludes following items:

- A) Property Taxes and other Local Authorities / Municipal Taxes concerned with the individual flat holders.**
- B) Insurances or Sinking Funds concerned with the individual flat holders.**
- C) Individual allottess electricity, mngl Bills.**
- D) Internal Flat Maintenance charges.**