

Project	<u>“Saileela”</u>
Situated at	Gat No. 395, In Division Pune at Village kadamwak wasti, Taluka Haveli Dist Pune
WING	
Apartment No.	
RERA Registration	Under Process

AGREEMENT

THIS AGREEMENT MADE AT PUNE THIS _____ DAY OF _____ IN THE YEAR 2017;

B E T W E E N

M/s. SAI CONSTRUCTION A Partnership Firm registered under Indian Partnership Act, 1932 having its office at: Ioni kalbhor kadam wak wasti, Pune – 412201, through its Partner 1) **MR. NANDKUMAR SUBHASH KALBHOR** Age: 43 years, Occ: Builders & Developers, (PAN No. AMTPK1877G) 2) **MRS. SUBHASH KASHINATH KALBHOR** Age: 68 years, Occ: Farmer, (PAN No. ACAPK0351N) 3) **MRS. NANDKUMAR SOPAN BAHIRAT**, (PAN No. ABBPB2259E) **4) SAPANA NANDKUMAR BAHIRAT (PAN AWKPB3858K)**

Add: As of the Company, hereinafter referred to as the "**PROMOTER**", which expression shall mean and include the said company, its successors in interests and assigns etc.

--- PARTY OF THE ONE PART;

A N D

1. _____ AGE: -
 _____ YEARS, OCC.: - _____,
 PAN NO: _____

2. _____
 AGE: - ____ YEARS, OCC.: - _____,
 PAN NO: _____

BOTH RESIDING AT:

_____,
 _____,
 _____.

E-MAIL I.D: _____

---hereinafter referred to as the "**ALLOTTEE/S**")

Which expression shall, unless repugnant to the context or meaning thereof mean and include his/ her/ their legal heirs, executors and approved assigns/ nominees only

---- PARTY OF THE SECOND PART;

WHEREAS:

The present recitals shall form part and parcel of present agreement;

A. Promoters purchased contiguous portion of land totally admeasuring 5.26 R Ares in form of separate adjoining portions from their respective owner's situated at Kadamwak wasti Taluka Haveli Dist Pune, as detailed hereunder:-

Gat No.	Area	Owner/ vendor	Date of Developement Agreement Deed	Registration No. & Haveli
395	5.26 R	SUBHASH KASHINATH KALBHOR & OTHERS	-	-
Total	5.26 R			

B. SANCTION OF LAYOUT AND ITS REVISION:- The promoters prepared and got sanctioned the layout of buildings and earmarking of spaces in respect of said entire land adm. 125 Ares as detailed hereunder:

Layout Sanction No. & Date	Sanctioning Authority
NA/SR/240/309/12 dated 16/03/2013 recommendation of Assistant Director Town Planning No. MAU. KADAM WAK WASTI/ TALUKA HAVELI/ GAT NO. 395 / SSP/ 3639 dated 21.07.2012	Collector Pune

--- hereinafter referred to as the “**SANCTIONED PLANS**” copy of the same is annexed with this agreement as detailed in para NO. ‘Q’ below.

C. THE DETAILS OF EARMARKING/SPECIFIED USES OF AREAS AS UNDER:

EARMARKING	Units	Floor Space Index (FSI) DETAILS (Sq. Mtrs.)
	12 Flats (1BHK) 3 SHOP	521.37 Sq. Mtrs. (INCLUDING TERRANCE + BALCANY)

D. THE PROMOTERS PROPOSED FOLLOWING PHASES OF THE SAID ENTIRE PROJECT:-

Sr.no	BUILDINGS	UNITS	STAGE OF WORK
	1	12 flats and 3 shops	Completed

E. AMENITIES/ FACILITIES COMMON FOR FOUR PHASES:

That though the entire Project has been divided into phases for technical conveniences, the said entire project comprising all the four phases is integral in nature and the following areas, facilities and amenities shall be common, impartible and available for use of the occupants of all phases: -

a) Well- designed Entrance Gate, b) Elegant Compound Wall, c) Common accesses, internal roads, d) Street lights, e) Underground Water tank, The above common areas and facilities shall be maintained by the association of apartments of all the phases/ buildings in common.

F. In pursuance of the sanctions acquired, the promoters launched the scheme of development and sale of units in form of building (as per sanctioned plans and out of the entire project) styled as "SAILEELA" (hereinafter referred to as the "SAID PROJECT") particularly described in SCHEDULE II.

G. While the Promoters have initiated the development of building styled as of the Project prior to commencement of the provisions of Real Estate (Regulation and Development) Act, 2016 hence the Promoter shall be registering the project with Real Estate Regulatory Authority under said Act on or before 31.07.2017.

H. WATER AVAILABILITY: That since there is scarcity of the water as the project is situated outside municipal limits and the local body (Grampanchayat Kadamwak Wasti) doesn't provide the infrastructure for potable water supply immediately. Hence the water is being provided through borewell. The said plant requires regular maintenance as well as replacements of various parts. The association shall be liable to take care of such repairs, maintenance & upkeep of the plant.

I. The Promoters have appointed Architect '**ATIT ADMULWAR**', who is duly registered with the Council of Architects. Promoters have also appointed the Structural Engineer **M/s. (Mr. RANDHAVE)** for structural designs and drawings of the Wing/s and the Promoters have accepted professional supervision of the Architects and the structural Engineers till the completion of the said Project,

- J.** The Promoters have obtained the title certificate in respect of the said Property and the said Scheme thereon, from Advocate P P Kalbhor;
- A.** The Purchaser is aware of the fact that the promoter has entered or will enter into similar and/ or separate Agreements with several other Purchasers, person and parties in respect of flats in the said Building/ project;
- N.** The Allottee/s herein being desirous of purchasing a flat, applied to the promoter for allotment of a residential unit in the project known as SAILEELA by an application to purchase,
- O. EXISTING ACCOUNT:-**
(i) According to terms of account open by said MAHARASTRA Bank, the instruments towards the payment of consideration/ price of the flats shall be received by instruments drawn in the name “**SAI CONSTRUCTIONS ACCOUNT No. 602896623100**” and shall be deposited in the said account as specified.
- P.** At the time of booking of the apartment and issuing the Allotment Letter, the promoters provided to Allottee/s the following documents and details as required by the provisions of Sec. 11 (3) of the Real Estate (Regulation and Development) Act, 2016;

Sr. No.	Document/ Details	Remark
1.	Layout and Building Plans	As sanctioned under NA order detailed above
2.	Specifications	Of – (i) Apartment and Building, (ii) said Project, (iii) Entire Project
3.	Stage wise time schedule of completion of project	Not required as project is completed
4.	Provisions for civic infrastructure like (i) Water through paid water tanker supply, (II) Electricity by way of transformer, meter connections	Water to be purchased by association of apartments

Q. The promoters have provided to the allottee/s the following documents:

Document	Details/ Remark	Annexure
7/ 12 extracts of the land	Gat. No. 395	
Title Certificate issued by Advocate P P Kalbhor	Based on search and title report tracing history for last thirty years reflecting the rights of the land owners vis a vis promoters	B
Authenticated copy of NA	As sanctioned by Collector Pune	C
copy of Entire layout of Buildings		D
Copy of the building Plans showing the said Apartment		E
Power of Attorney for registration	By Promoter Firm for registration of the agreement	F
Index II of Deed of Declaration	For the entire project comprising all buildings, entire layout	G

R. TERMS OF SANCTION BINDING UPON ALLOTTEE/S :-

(a) The allottee/s has agreed to purchase the said unit on the basis that all the conditions in the sanctioned plan and other permission by respective competent authority shall be binding on the allottee/s strictly. The allottee/s further states that if any conditions that have been imposed on the said project contrary to the prevalent laws, rules, regulations, under which sanctioned plans have been given, shall be binding on the allottee/s the developer shall not be held responsible for such contrary conditions.

(b) While sanctioning the said plans the Collector, Maharashtra Pollution Control Board, State Environmental Assessment Committee, have 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 approvals lay down certain terms and conditions for the day to day utilization of various spaces and services in the project by the occupants. The allottee/s and organization of allottee/s shall be responsible to comply such conditions during use and occupation.

S. ADVERTISEMENT :- The Allottee/s also conveyed by said application that, Allottee/s is interested for allotment of the apartment on the basis of personal enquiry at the site & actual inspection of completed apartment (sample flat) at site & not by any web advertisements, hoardings etc.

Accordingly, the Allottee/s has personally verified

- (a) actual carpet area of apartment as per plans & actual stage of construction as it brick work & plaster of said apartment is completed,
- (b) quality of construction and the structure standing on Site,
- (c) quality of services and workmanship,
- (d) fittings and fixtures,
- (e) specifications of the apartment

After the above physical verification of the apartment the allottee/s has agreed to purchase the said Apartment.

T. AGENCY : It is also clarified between promoter and Allottee/s that irrespective of the broker, agency for marketing, sale etc. for the project, the Allottee/s has been specifically provided all factual, true and legal information about the project and apartment. Allottee/s hereby assure/s that over and above the information provided in Allotment Letter and present agreement the Allottee/s is not relying upon any other advertisement, broker commitments, representations in any advertisements etc.;

OR

Promoter and Allottee/s do hereby state that there is no broker, real estate agent, agency for marketing, sale etc. for present transaction between parties.

U. INTERPRETATION & DEFINITIONS:-

- (i) **'ACT'** :- Real Estate (Regulation and Development) Act, 2016.
- (ii) **'RULES'** :- Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017.
- (iii) **'AUTHORITY'**:- Real Estate Regulatory Authority established under Sec. 20 (1) of RERD Act.

- (iv) **'CARPET AREA'** :- Net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- (v) **'INTEREST'**:- @ 2% more than the highest marginal cost of lending rate of State Bank of India wherever there is provision of payment of interest throughout the agreement payable by any one party to the other party. However, the said term 'interest' in respect of the applicable interest on the amount payable to Government towards Goods and Services Tax Act (the "GST") shall be payable as applicable i.e. upto about 18% p.a. for the period of delay to pay the same i.e. at actual to be levied by the GST Authorities.
- (vi) **DEMAND CUM TERMINATION NOTICE'** :- Any notice, letter, communication in writing at the address of Allottee/s mentioned in this agreement or changed address intimated by Allottee/s in writing to promoter, thereby demanding the outstanding dues with interest, costs, charges etc. and further conveying that in event of default to comply the demand the agreement shall stand terminated.
- (vii) **DUE SERVICE OF NOTICE/ COMMUNICATION'** - Any communication by one party to the other by e-mail at the email id provided in this agreement or on the web page of the said project and on the website of the Authority and/or by issuance of registered letter/ post acknowledgement due dispatched at the address given in the agreement or changed address intimated in writing. Returning of the letter with remark 'left address', 'not claimed', 'intimation delivered' shall be deemed due service provided the changed address is not intimated in writing.
- (viii) Each of the provisions of these Covenants, conditions and restrictions shall be deemed independent and severable, and the invalidity or partial validity of any provision or portion shall not affect the validity or enforceability of any other provision.
- (ix) Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine and neuter.

- (x) All captions and titles used in this Agreement are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or clauses hereof.
- (xi) The terms used in the agreement shall have same meaning as defined by RERD Act and Rules there under.

V. Under provisions of Sec. 13 of RERD Act and Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017 the parties are required to enter into an Agreement, in fact being these presents.

NOW THEREFORE THIS AGREEMENT WITNESSES AS UNDER:-

1. PRINCIPAL COVENANTS BY PROMOTER & ALLOTTEE/S:-

- i) The promoter has carried out/shall the construction of building and the said project as described in '**SCHEDULE II**' hereunder according to plans sanctioned by the Planning Authority and the specifications and amenities mentioned herein.
- ii) The promoter shall be entitled to carry out such additions and alterations as are disclosed in this agreement and the other permissible additions or alterations under provisions of said Act.
- iii) Allottee/s shall be entitled to the said apartment only upon compliance of terms and conditions appearing in this agreement.
- iv) Allottee/s shall be bound to adhere to the terms regarding timely payment of consideration.
- v) Allottee/s shall be entitled to said apartment only and all the balance units, areas shall be absolute property of the promoters
- vi) The defect liability of the promoter shall be strictly subject to compliance by the Allottee/s regarding timely and standard maintenance and upkeep by the allottee/s and/ or their organization.
- vii) The sale of the said apartment is on lump sum basis only while the measurements of the Apartment shall be on basis of carpet as contemplated by said Act.

viii) Promoters and Allottee/s have principally agreed that the difference in carpet area of apartment between one appearing in this agreement and to be actually confirmed after completion to the extent of 3% (three percent) shall not be considered for calculation/ reconciliation of price and in event of deficit of carpet area to extent of 3% the Allottee/s shall not be entitled to claim refund for same nor the in event of increase in carpet area to extent of 3% the promoter shall be entitled to demand the price/ cost/ consideration for such increased area.

2. PRINCIPAL AGREEMENT :-

2a) The Allottee/s hereby agree/s to Purchase from the Promoter and the Promoter hereby agree/s to sell to the Allottee/s the Apartment as detailed hereunder -

Project	"SAILEELA"
Wing / Building No.	"_____"
Unit No.	_____
Apartment No.	_____
Floor	_____Floor
Carpet Area	
Sq. Mtrs.	____'____
Sq. Ft.	_____
Area of enclosed balconies	
Sq. Mtrs.	____'____
Sq. Ft.	_____
Area of adjoining terrace/s	
Sq. Mtrs.	_____
Sq. Ft.	_____
Area of Dry Balcony adjoining kitchen	
In Sq. Mtrs.	_____
In Sq. Ft.	_____
Undivided share in common areas, spaces, facilities etc. as per Deed of Declaration	_____%

---hereinafter referred to as the "SAID APARTMENT" and more particularly described in SCHEDULE III.

2b) VARIATION IN AREA DETAILS:

- a) That the project comprising the said Flat and the building has been submitted to provisions of Maharashtra Apartment Ownership Act, 1970 by a Deed of Declaration detailed above.
- b) Details of the carpet Area of the apartment, mentioned in the said Deed of Declaration, have been worked out according to prevailing practices of measurements of carpet area.
- c) **Accordingly, the area of the said Flat/ Apartment, appearing in the deed of Declaration is :**
 _____ Sq. Mtrs. Carpet
 _____ Sq. Mtrs. Attached Terrace
 _____ Sq. Mtrs. Attached Dry terrace
 _____ Sq. Mtrs. Total Carpet Area
- d) That the provisions of Real Estate (R and D) Act, 2016 have been applied from 01.05.2017 which require the manner of measurement of apartment as detailed in provisions of Act and rules there under.
- e) Accordingly the area of the said Apartment is calculated, measured as detailed in para no. 2(a) above and Schedule III hereunder; . If required the promoters may execute a Supplement/ Correction to the said Deed of Declaration thereby modifying the area of the apartments as required by provisions of RERD Act. the Promoters have executed Supplementary Deed of Declaration on _____ as detailed above thereby correcting the area as detailed in Schedule III;
- f) The provisions of said RERD Act provide that the area of the flat shall be admeasured and mentioned as provided by the said Act despite difference in mention of area in previous documents.
- g) That the sale of the said Flat is on lump sum basis there shall not be difference/ dispute between the parties regarding the difference mentioned above.

2c) Details of common areas etc. for useful enjoyment of said apartment are as under:

DETAILS	SCHEDULE/ ANNEXURE
Specifications	SCHEDULE IV
Nature, extent and description of the common areas amenities and facilities	SCHEDULE V (A)
restricted areas and facilities	SCHEDULE V (B)
External Development Works	SCHEDULE VI (A)
Internal Development Works	Schedule VI (B)

3. CONSIDERATION AND MANNER OF PAYMENT : -

(i) That the total consideration / price of the said flat has been agreed @ Rs _____ /- (Rupees_____Only). Said consideration has been agreed as lump sum price of bare apartment/ unit and excludes the taxes, duties, as detailed hereunder. The said price has been arrived at keeping in mind the promise of the Allottee/s to make the timely payment as mentioned hereunder.

(ii) MANNER OF PAYMENT : -

That the Allottee/s shall pay the abovementioned consideration amount in the following manner:

%	Amount (in Rs.)	Particulars
10%	_____/ -	On or before execution of agreement
10%	_____/ -	On casting Plinth
50%	_____/ -	On slab completion
10%	_____/ -	On commencement of Brick work/block work.
10%	_____/ -	On commencement of plaster.
05%	_____/ -	On commencement of flooring work.
05%	_____/ -	Upon intimation to purchaser that the said Flat is ready to occupy.
100%	_____/ -	

The lump sum price of the apartment 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.

- (iii) **MODE OF PAYMENT:** That the amount towards the net price of the flat shall be paid by instrument drawn in name “**SAI CONSTRUCTIONS ACCOUNT No. 602896623100**” while the amount towards taxes, charges, maintenance, execution & registration of Deed of Apartment, GST(Goods & Service Tax), stamp duty, registration, maintenance, extra works in specific unit and such other taxes and levies shall be paid by separately.

Subject to the terms of the Agreement the Allottee/s shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the manner of Payment.

(iv) **APPROPRIATION OF RECEIPTS :-**

The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding including but not limited to price of the apartment, payment towards taxes, levies, charges, services, extra items, legal compliances etc. as agreed under this agreement, 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 the manner adverse to the interests of the Promoter.

(v) **THE PROMOTER SHALL BEAR THE EXPENSES OF THE FOLLOWING -**

- (a) The legal, consultant's fee, typing and incidental expenses of this agreement (excluding stamp duty, registration fee and expenses,)
- (b) The charges and expenses for formation of Association of Apartment owners.
- (c) The MSEDCL meter deposit, transformer charges (if any), common meter installation charges.

(vi) **TAXES, CHARGES, DUTIES :-**

As stated above the price of the said Apartment has been agreed upon as price of bare apartment and does not include any of the taxes, duties payable on the transaction the allottee/s hereby agrees to pay the taxes such as GST (Goods & Service Tax) and Cess or any other similar taxes which may be levied in connection of construction of and carrying out the project payable either by promoter or Allottee/s.

(vii) ESCALATION:-

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.

The promoter may charge the allottee/s separately for any up gradation/ changes/ extra work specifically requested or approved by the allottee/s in fittings, fixtures and specifications and any other facility which have been done on the allottee/s request or approval but which have not been agreed upon herein or as shown in the website of the Authority.

(viii) DELAY IN PAYMENT AND CONSEQUENCES -

(a) Without prejudice to the right of promoter to charge interest in terms detailed hereunder, 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 proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/s committing any default in payment of installments, the Promoter shall at his own option, may terminate this Agreement;

(b) Provided that, Promoter shall issue to the allottee/s such notice demanding the outstanding within fifteen days of the receipt/ deemed receipt thereof, 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 stipulated period of notice then at the end of such notice period the agreement shall stand terminated by operation of the notice itself and no separate order, notice etc. be required.

(c) Provided further that within thirty days from termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s the amount received under the agreement subject to deduction of - (a) administrative charges of Rs. 25,000/-, (b) the amount actually incurred by promoter for execution and registration of agreement, (c)

the amount incurred for Taxes, Stamp Duty, Registration, LBT, GST etc., (d) charges of notice & such other actual charges.

(d) **MANNER OF REFUND:-** Upon receipt/ deemed receipt of notice and after expiry of the period mentioned in 'termination notice' for rectifying the breach the Agreement shall stand terminated automatically and promoter shall be entitled to deal with the said flat immediately thereafter.

(e) The 'notice of termination' shall be exhaustively stating the manner of refund including inviting the Allottee/s to receive back the amount by execution of 'confirmation of cancellation/ termination of agreement' and such other documents. Hence upon expiry of the notice period the Allottee/s shall be bound to receive back the amount either by transfer via RTGS/ NEFT/ cheque deposit by promoter in the account of the Allottee according to details provided by Allottee/s.

(f) In the event of failure of attempt to return the amount by RTGS etc. the promoter shall deposit the said amount in a separate account opened for that purpose. The amount in such account along with interest accrued thereon shall be paid to the Allottee/s.

(g) The compliance regarding refund by promoter by way of attempt to pay the amount by RTGS to the account provided by Allottee/s and in case of failure to do so then deposit of amount in a separate account shall be deemed as complete compliance by allottee/s for refund of amount received.

(h) After such termination the Allottee/s shall not have any right in the said Apartment except the claim of refund of the amount paid and the fresh/ other sale of the apartment to any prospective Allottee/s shall not amount to legal wrong of any type.

(ix) INTEREST ON UNPAID DUE AMOUNT:-

(a) 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 per State Bank of India highest Marginal Cost of Lending Rate plus 2 % (two percent) per annum, with quarterly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment,

(b) However, tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter.

(c) 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.

(d) The promoter shall have the lien of the unpaid due amount towards price, interest for delay, taxes, costs, charges due to promoter from Allottee/s under terms of this agreement and the promoter shall have valid and legal right to hold back the delivery of possession of the apartment, original documents, receipts, certificates, clearances etc. in respect of the said flat and services under this agreement till actual payment of all such dues. Delay in delivery of on account of default on part of Allottee/s shall not entitle the Allottee/s of any costs, charges, compensation etc.

(e) Further, during the period of such delay in payment of dues the rights, authorities and powers of the Allottee/s to enforce terms of this agreement as well as to exercise the rights of Allottee/s such as to demand the timely completion of stage of construction etc. shall stand suspended.

(x) MODUS TO PAY INSTALMENT :-

(a) 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.

(b) The Allottee/s herein specifically agrees that he/she/they shall pay the aforesaid amount along with the GST (Goods & Service Tax) and such other taxes, cesses, charges etc..

(xi) VOLUNTARY ADVANCE PAYMENT :-

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 advance payments made by the Allottee/s or by housing finance companies/bank etc on behalf of Allottee/s. As well as in the event of demand by Allottee/s to receive the additional amount/ payment in advance for the financial adjustments, tax planning etc. of the

Allottee/s then such amount shall be received against next/ future installments and as voluntary payment on part of the Allottee/s and the promoter shall not be liable to pay any interest etc. against the same.

(xii) MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:-

(a) 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.

(b) In the event of any difference between the carpet area mentioned in the agreement and actually confirmed by promoter after completion (subject to fluctuation of 3%) 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 till the date of actual payment. 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 at the same rate and without any interest. All these monetary adjustments shall be made at the same rate as per square meter rate as agreed in clause 2 of this Agreement.

(c) DIFFERENCES/ DISPUTE AS TO AREA AND RESOLUTION:

- (i) That in case of absence of consensus regarding measurement of area of the apartment the points of difference shall be reduced into writing by the parties and shall be referred to Architect of the Project;
- (ii) The Architect of the Project shall act as 'Mediator/ Conciliator' as contemplated by provisions of Arbitration and Conciliation Act, 1996;
- (iii) The mediator/ conciliator shall, after notices to parties, conduct a single hearing wherein the parties shall be entitled to submit their written and oral submissions, in person or through representative/ advocate;
- (iv) After hearing the project Architect shall record the points of difference, his opinion thereon and shall make endeavour to resolve the dispute amicably.
- (v) In the event the dispute is not amicably resolved then the Project Architect shall guide the parties to appoint an Arbitrator and after consent of parties shall refer the Parties alongwith the proceedings of such Medication/ Conciliation to Arbitrator.

- (d) Notwithstanding anything contrary contained herein, the allottee/s shall not be entitled to claim possession of the said apartment until the occupancy/completion certificate is received from the local authority and the allottee/s has paid all the dues payable under this agreement in respect of said apartment to the promoter and has paid the necessary maintenance amount/ deposit, GST (Goods & Service Tax) and other taxes payable under this agreement in respect of said apartment to the promoter.

4. ACKNOWLEDGEMENT ABOUT STATUTORY DISCLOSURES :-

ALLOTTEE/S HEREBY ACKNOWLEDGES THAT,

- a) The promoter has disclosed the detailed information as required by provisions of Sec. 11 (3) of the said Act vide the Letter of Allotment;
- b) Promoters have displayed at the site:
 - (i) Sanctioned Layout and Building Plans,
 - (ii) Future proposed Layout Plans and Building Plans;
 - (iii) Specifications of the Apartment, Building and Project
- c) Promoters have disclosed in the Allotment Letter as well as in Schedules of this Agreement the stage wise schedule of completion of the project including provisions for civic infrastructure like water, sanitation and electricity;
- d) The promoters have disclosed all the documents about title to the land, encumbrances, search and title report;
- e) The date of delivery of possession of the apartment has been disclosed above as well as the date of delivery of possession of the amenities and facilities, common areas has been detailed in **SCHEDULE V(A)**.
- f) The disclosure regarding the utilization of FSI, TDR according to sanctioned plans and Future proposed plans are detailed in recitals above.

Allottee/s hereby state that after thoroughly verifying the above disclosures and details about future development the Allottee/s has/ have entered into a present agreement.

5. DELIVERY OF POSSESSION AND TERMS INCIDENTAL: -

- a) **TIME IS THE ESSENCE** for the Promoter as well as the Allottee/s as far the delivery of possession and payment of instalments is concerned. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment (upon payment of the balance consideration, interest if any, duties,

taxes, charges and costs etc.) to the Allottee/s and the common areas to the association of the allottees/s after receiving the Occupancy Certificate from the concerned Planning Authority.

b) DATE: -

The promoter shall complete the construction of the apartment and the external and internal development works according to sanctioned layout and sanctioned building plans and shall also obtain the Occupancy Certificate. Thereafter the promoter shall handover the possession of said apartment to the Allottee/s on or before 30th Day of MAR in the Year 2018.

Provided that in the event the promoters succeed to complete the construction of the said apartment and building and obtain Occupancy Certificate at any time prior to appointed date mentioned above and intimates the Allottee/s to take possession, then the Allottee/s shall be bound to take possession of the said apartment on such intimated day. In event of failure to take possession on prior date shall make Allottee/s liable to bear the charges of maintenance, outgoings in respect of the said apartment.

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

- (i) war, civil commotion, Flood, drought, fire, cyclone, earthquake, any such natural calamity i.e. Act of God affecting the regular development of the Real Estate Project,
- (ii) Any notice, order, rule, notification of the Government and/ or other public or competent authority/ Court.
- (iii) Any dispute relating to title or possession of land thereby making the further development and construction impracticable or risky for the unit Allottee/s.
- (iv) Delay on part of Allottee/s to pay the outstanding dues, charges, costs etc.

(v) Failure on part of Allottee/s to receive possession despite written intimation by the Allottee/s.

(iv) **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 could not be carry by the promoter as per sanction plan due to specific stay or injunction order relating to the project from any Court of Law or Tribunal, Competent Authority, Statutory Authority, High Power Committee etc. or due to such circumstances as may be decided by the Authority.

Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a 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 % percent per annum within **30** days including compensation in the manner as provided under the Act.

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

That the details of the time schedule for completion of the various stages of construction and development of external and internal development works shall be as detailed in Schedule VI (A) and VI (B) .

Possession of the unit shall be handed over after obtaining Occupancy Certificate and carrying out substantial completion of work. Such substantial completion could mean 'works done to such an extent that a person can use or occupy and co - habit in the unit'. While the other works shall be carried out in due course. However in event the Allottee/s creates any hurdle to complete remaining part of the work then the promoter shall be absolved of the responsibility to carry out the balance works.

c) PROCEDURE : -

- (i) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice;
- (ii) The Promoter shall thereafter hand over the possession of the Apartment to the Allottee/s on the appointed date and time conveyed by the notice mentioned above.
- (iii) The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.
- (iv) On and from the expiry of 30th (thirtieth) day from the issuance of the intimation to take possession, the Allottee/s shall be liable to pay the maintenance, taxes, duties, charges, cess etc. payable in respect of the said apartment.

d) THE ALLOTTEE SHALL AT THE TIME OF RECEIVING POSSESSION -

- (i) Execute the acknowledgment of receipt of possession of the apartment confirming its area, its construction quality, workmanship as well as the satisfaction regarding quality of services, the said acknowledgement shall also include the details regarding verification of area and adjustment of price according to variation in the area subject to 3% of fluctuation, if any.
- (ii) Allottee/s shall also execute the necessary indemnities and undertakings regarding overall maintenance of the apartment and the building, payment of contributions to the organization of apartment Allottees/s, maintenance and upkeep of the common amenities, facilities and areas.

6. MAINTENANCE:-

i) MAINTENANCE OF BUILDING:

After expiry of 30th day from the issuance of the intimation/ notice that the Flat is ready for the use and occupation, the Flat Allottee/s shall be liable to bear and pay from such 30th day from issuance of notice/ intimation the proportionate share (i.e. in proportion to the floor area of the flat/s or in lump-sum monthly amount) of outgoings in

respect of the said land and Wing/ Wings namely local taxes, betterment charges or such other levies by the concerned local authority and/ or Government, Water charges, Insurance (required if any), common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers, charges towards purchase of water tankers, service charges, service taxes for the service providers, service tax leviable from promoter on amount collected for maintenance, agencies, consultants, Annual maintenance Contracts (AMCs), Housekeeping agencies, and all the other expenses necessary and incidental to the Management and maintenance of the said land and Buildings.

ii) ADVANCE MAINTENANCE: For meeting the said expenses regularly the Allottee/s shall keep with the Promoter Lump sum deposit for aggregate period of 36 months at following rates:

(a) 1BHK Flat : Rs. 2,000/- (Rs. Two Thousand only) per month

The promoters shall open a separate account to deposit the amount received against advance maintenance and shall maintain the building as well as common amenities and facilities from said maintenance amount.

At the time of final conveyance of the building or prior thereto the at the time of handing over the maintenance affairs to the organization of unit holders entire residual amount in the said account shall be transferred to account of such organization.

iii) The Allottee/s shall pay the said deposit amount before delivery of possession of the Flat. The Allottee/s shall not be entitled to demand any interest on the said deposit. The Association of Apartment shall, after receipt of the said deposit from the Promoter, invest the amount in any Bank or Govt. security and utilize the interest thereof for meeting the said expenses falling to the share of the Allottee/s. After deducting the expenses for the aforesaid purposes, the remaining balance, if any, shall be held by the Association of Apartment and credited to the account of the Association and if any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Flat Allottee/s to the Association of Apartment. In the latter event Association of Apartment shall be entitled to ask for increment in the deposit amount.

iv) In the event of transfer of the flat by the Allottee/s(with prior permission of the Promoter or Association of Apartment as the case may be, the said deposit shall not be liable to be refunded but will be transferred in the name of the new transferee.

v) The Allottee/s or persons claiming through him/ her shall not be entitled to create any encumbrance or charge on the said deposit and the same shall be non-refundable. The abovementioned maintenance shall be paid at the time of delivery of possession of the said Flat and aggregate amount for period of three years (thirty six months) shall be paid.

vi) The Promoter at its discretion and option shall be entitled to enter into agreement with any person/ company/ agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof till the period maintenance is looked after by Promoters. The Allottee/s and Society shall be bound by the said contract. During the continuance of the scheme the maintenance charges paid by the Allottee/s after occupying the flat agreed to be sold to him or interest accrued from the deposit paid by him, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other apartments/ unsold apartments.

vii) The amount of maintenance and maintenance contingency has been worked out on the basis of prevailing market conditions. The said amount may be varied from time to time on account of inflation or other exigencies and in such event the Allottee/s shall be liable to pay the additional amount.

viii) Allottee/s is/ are aware that the project situates within the limits of Lonikalbhor Grampanchayat and there are no adequate facilities for water supply from Public/ Local/ Government Authority. Hence in case scarcity the water supply shall be through borewell as well as Grampanchayat water supply, promoters shall be required to purchase the

water tankers for water supply to the occupants of the project. Even after inclusion of the project within limits of any new Corporation or such other local body/ such planning authority, the provisions of adequate water supply are not expected for a long stretch of time. Hence the Allottee/s shall never object the supply of the water through paid water tankers. After hand over of the maintenance affairs to the organization of unit holders the entire liability towards such supplies shall be with the organization of the unit holders.

ix) MAINTENANCE OF COMMON AMENITIES AND FACILITIES IN THE PROJECT:

While the maintenance for the entire project shall be looked after by the Association Apartment such as entire, Roads, Under Ground Water tank, Water Tankers, Local Body Tax, common electricity for pumps, plumbing works, cables, external maintenance of buildings etc. Each of the individual Apartment/ Unit holder shall pay proportionate maintenance charges to Apartment Association or the Promoter as the case may be.

7. FORMATION OF ORGANIZATION -

i) Final Conveyance and handing over the maintenance -

- (a) That the Entire Project 'SAILEELA' comprises single building.
- (b) Promoters have submitted the said Entire Project to the provisions of Maharashtra Apartment Ownership Act, 1970 by a due Deed of Declaration U/ Sec. 2 of the said Act.
- (c) The allottee/s, herein, has gone through the contents of Deed of Declaration alongwith the By-laws of Condominium.
- (d) The Deed of Apartment, in respect of the apartment being purchased by this agreement, shall be executed in favour of the Allottee/s, herein, after delivery of possession of the Apartment.
- (e) The Association of Apartments comprising the purchasers/ allottee/s of all the apartments/ units shall look after the maintenance of common amenities and facilities in the buildings as well as the common amenities and facilities for the said entire project.
- (f) Thus the Final conveyance is in form of Deed of Declaration and subsequent Deed of Apartment.

- (g) That the maintenance affairs in respect of the entire project shall be handed over to the Association of Apartments after development and sale of all the units in all the phases i.e. completion of the entire project.

ii) ASSOCIATION OF APARTMENT:-

- (a) As detailed above the promoters have launched the 'saileela in form of building No. '1'.
- (b) The promoters may launch and carry out construction of other buildings in the entire project phase-wise and each phase shall form a separate project.
- (c) Accordingly, the promoters shall form the organization of unit holders in form of Association of Apartments as contemplated by provisions of Maharashtra Apartment Ownership Act, 1970 and there shall be of the Apartment Condominiums in all buildings/ phases.
- (d) That the conveyance of building shall be in favour of Apartment Association while the conveyance of common areas, land underneath the buildings, common accesses etc. shall be in favour of such Association of Condominiums.
- (e) Neither the Allottee/s nor Apartment Association shall be entitled to object the promoter to carry out the construction and development of the balance phases by utilising the entire balance FSI, FSI potential of the entire layout.
- (f) The Allottee/s of unsold units shall be admitted as the members of the respective building Apartment Condominium.
- (g) After completion of buildings, common amenities and facilities of the entire layout the Apartment of Condominiums shall decide the percentage of contribution considering the proportion of utilization of common areas and facilities of the buildings in the project to be paid by each Apartment Association for maintenance of common amenities and facilities based upon the total area of each building proportionate to total area of layout.

8. FINAL CONVEYANCE OF BUILDING -

- i) The Promoter shall, within three months of obtaining the Occupancy Certificate cause to be transferred to the each apartment owner the apartment alongwith well defined undivided share in the FSI, common areas and facilities as contemplated by Maharashtra Apartment Ownership Act, 1970 provided there is sale of more than 51% of total apartments in the said building and also provided that such final conveyance shall not adversely affect the rights and interests of the promoter to proceed with the balance development as well as sale of unsold

apartments, units etc. However said limit shall automatically stand extended in events –

- ii) Delay on part of organization of unit holders to approve the draft of final conveyance and to provide Index II, necessary resolutions and such other documents and consents from side of organization.
- iii) Deliberate delay by any flat Allottee/s to pay balance dues,
- iv) Litigations and disputes pending beyond control of promoter
- v) Time taken by organization or Allottee/s in complying mandates laid down by authorities after delivery of possession.
- vi) Time required to comply the specific technical requirements by registering authority
- vii) Such other sufficient reason.

Despite formation of organization and final conveyance of building the promoter shall be entitled to–

- (a) revise the layout and building plans,
- (b) develop the balance buildings,
- (c) sell the units in the balance buildings,
- (d) utilize the balance FSI of the entire layout as well as the potential to utilize such balance FSI of the entire layout

b) FINAL CONVEYANCE OF PROJECT LAND - The Promoter shall, within three months of registration of the Apartment Association, as aforesaid, cause to be transferred to the Apartment Association all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

THE PROMOTER HEREBY COVENANTS THAT :

- i) Title to the land whereupon the project is being implemented is clean, clear and marketable;
- ii) The Promoter has valid and legal rights and interests to carry out the project of development and sale of units upon the said property;

iii) Promoter 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 implementation of the Project;

iv). The Promoter has 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;

v) There are no encumbrances upon the project land or the Project except those disclosed in the Title report;

vi) 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;

vii) All approvals, licenses and permits issued by the competent authorities with respect to the 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;

viii) 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;

ix) 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;

x) The Promoter confirms that there is no restriction to promoter to sell the said apartment to the allottee/s by this agreement.

xi) 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 till final conveyance of the building;

xii) 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.

10. DEFECT LIABILITY :-

If within a period of five years from the date of handing over the Apartment to the Allottee/s, 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.

Provided that the warranty given above shall be valid only if

- (a) the Allottee/s don't/doesn't 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 limited to columns, beams etc. or in the fittings therein,
- (b) Allottee/s don't/doesn't make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water.
- (c) Allottee/s organization of allottee/s shall renew and update the warranties by payment of requisite amount to the vendor or service provider in respect of the bought out items or services;
- (d) The defects, repairs such as – leakage due to non-filling of the joints in tiles from time to time, wearing of the paint in passage of time, damage to flooring due to heavy loading and off loading of the goods, problems in functioning of the electric items such as lift, water purification, water treatment plants, solar systems due to lack of maintenance are not covered under the warranty above.
- (e) Further the defects and damages arising out of the unauthorized works by Allottee/s or organization without written permission of the promoter and lack of maintenance shall automatically nullify the warranty given hereby.

- (f) The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.
- (g) That it shall be the responsibility of the allottee/s to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- (h) Further where the manufacturer warranty as shown by the developer to the allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.
- (i) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.
- (j) That the allottee/s has been made aware and that the allottee/s 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 C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (k) **Differences and Resolutions:** The issue of defect liability shall be firstly referred to the Architect of the Project who shall act as 'Mediator'/ 'Conciliator' as contemplated by provisions of Arbitration and Conciliation Act, 1996 and in case of amicable non-resolution to the Arbitrator as detailed in para no 3 (xi) (c) above.

11. FIXTURE AND FITTING –

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range to be

provided by the promoter in the said building and the apartment as are set out in **SCHEDULE III** hereto.

12. THE ALLOTTEE/S HIMSELF/ THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE APARTMENT MAY COME, HEREBY COVENANT/S WITH THE PROMOTER AS FOLLOWS :-

- i) 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;
- ii) 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;
- iii) 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/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iv) 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/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v) Not to demolish or cause to be demolished the 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 tenable 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, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Apartment of Association.

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

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

viii) 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.

ix) To bear and pay increase 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.

x) 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.

xi) The Allottee/s shall observe and perform all the rules and regulations which the Apartment Association 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/s

shall also observe and perform all the stipulations and conditions laid down by the Apartment Condominium 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.

xii) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Association of Apartment 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.

xiii) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apartment Association, 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 project land or any part thereof to view and examine the state and condition thereof.

xiv) After conveyance not to object the promoter to carry out balance works of development or the balance works in the entire project as well as to sell the unsold units/ apartments.

xv) **PERMISSIBLE USE** – The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop for carrying on any industry or business He shall use the parking space, as may be allocated by mutual consent of all the unit holders or by organization, only for purpose of keeping or parking vehicles.

xvi) It is expressly given to understand to the Allottee/s that the warranties against defect liabilities shall be valid and enforceable provided the Allottee/s and/ or the organization of Allottee/s comply all the requirements mentioned above strictly.

13. SEPARATE ACCOUNT OR SUMS RECEIVED:-

The Promoter shall after registration of the project with RERA Authority maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Association Of

Apartments or a Company or any such legal entity/organisation that may be formed, towards the out goings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilise the same as contemplated and permitted under the said act and rules and regulations made there under.

14. ARRANGEMENTS REGARDING PARKING SPACES -

Considering the need of the Developer to regulate the Parkings, in the interest of flat Allottee/s, the Developer has informed to the Allottee/s, as under:-

- i) The promoters have not sold or allotted any covered or open parking spaces.
- ii) Promoters shall facilitate the allocation of parking spaces by the organization of unit Allottee/s.
- iii) The respective unit holder having allocated particular parking space shall park his/her/their private vehicle in the respective parking lot only.
- iv) The visitors shall on first-cum-first-served basis park their vehicles in the areas car-marked for Common Parking and not elsewhere.
- v) The Developer shall regulate the entry and exit of the Allottee/s and visitors, inter alia, for security and parking purposes till final conveyance of all the buildings and the land underneath the building as well as common amenities and facilities.
- vi) Car Parking shall be subject to the rules to be framed by the organization to avoid any unnecessary disputes among the Purchaser/s, their visitors and other parties visiting the Project. Street parking shall be strictly prohibited in all parts of the Project.
- vii) Cars will be washed and/or cleaned in the designated Cars Washing / Areas only.
- viii) No automobile, vehicle or equipment shall be dismantled, rebuilt, repaired, serviced or repainted in the Car Parking Areas.
- ix) The foregoing restriction shall not prevent temporary parking of vehicles for loading or unloading purposes and other activities incidental thereto.

15. NON OBSTANTE CLAUSE -

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.

16. DISPUTE RESOLUTION:

- a) Any dispute/ difference relating to terms of this Agreement shall be firstly referred to Project Architect who shall act as the 'mediator/ conciliator';
- b) The mediator shall call upon parties to submit their written claims, replies and objections;
- c) Upon consideration and hearing the mediator shall attempt to resolve the dispute amicably;
- d) In case of mutual resolution the mediator shall reduce the terms in form of 'Settlement Agreement' as provided by provisions of Arbitration and Conciliation Act, 1996;
- e) In event of absence of consensus the Mediator shall call upon parties to appoint the Arbitrator for resolution of dispute;
- f) the mediator shall thereafter refer the matter with entire proceedings and his report to Arbitrator mutually consented to by the parties.

17. BINDING EFFECT -

- (a) 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/s 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.
- (b) 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 condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee/s.

- (c) This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.
- (d) That the allottee/s has not given any third party any rights to enforce this said agreement unless there is formal & legal transfer of the unit apartment by registered agreement after compliance of all the terms & conditions of this agreement.

18. ENTIRE AGREEMENT -

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

19. RIGHT TO AMEND

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / 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.

21. 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.

22.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 Project.

23. 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.

24. PLACE OF EXECUTION

This agreement shall be executed and registered at Pune.

25. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease 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.

26. 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:

ALLOTTEE/S

MR. _____

Residing at : _____

Notified Email ID: _____

PROMOTER

M/s. SAI CONSTRUCTION

Through its Partner,

MR. NANDKUMAR SUBHASH KALBHOR
MR. SUBHASH KASHINATH KALBHOR

Having its office at: Pandhare Mala, Loni
Kalbhor, Pune – 412201.

MR. NANDKUMAR SOPAN BAHIRAT
MRS. SAPANA NANDKUMAR BAHIRAT

Having its office at: Pandhare Mala, Loni
Kalbhor, Pune – 412201.

Notified Email ID: nandukalbhor24@gmail.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.

27. JOINT ALLOTTEES

That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

28. STAMP DUTY AND REGISTRATION:-

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee/s.

29. GOVERNING LAW

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

DETAILS OF SCHEDULES AND ANNEXURE

SCHEDULE	PARTICULARS
Schedule I	Entire property
Schedule II	Said project
Schedule III	Said Apartment
Schedule IV	Specification
Schedule V (A)	Common Amenities and Facilities
SCHEDULE V(B)	Limited Common Areas And Facilities

Schedule VI(A)	External Development Work
Schedule VI (B)	Internal Development Work
Details of Annexure	
Annexure A	Entire Layout
Annexure B	Property Card/ 7/12 extract of the land
Annexure C	NA order/Commencement Certificate
Annexure D	Title Certificate
Annexure E	Sanction Plan
Annexure F	Floor Plan showing said apartment
Annexure G	Proposed layout plan
Annexure H	Copy of Power of Attorney by Promoter for presentation and admission of the agreement
Annexure I	Copy of Index II of DA & POA

SCHEDULE I

(SAID ENTIRE PROPERTY/ LAND)

Ownership units scheme styled as ‘SAILEELA’ comprised in larger ownership unit project ‘AMBAR VILAS’ upon all that piece and parcel of amalgamated portion of land totally admeasuring “5.26 R” comprising of “Gat No. 395” situated at Village KADAM WAKWASTI Taluka Haveli Dist. Pune and said total portion admeasuring 5.26R is bounded as under:

On or towards East : ROAD,
On or towards South : By property of Mr WALTHER,
On or towards West : By property of OPEN SPACE ,
On or towards North : By property of Mr SHAIKH,

subject to rights of promoter/ owner to alter the layout and carry out additional structure, floors etc.

SCHEDULE ‘II’
(of the SAID PROJECT)

All that piece and parcel of ownership units project styled as “**SAILEELA**” comprising according to the layout sanctioned by Collector Pune vide No. / NA/ SR/240/309/12, dated 16/03/13 upon the recommendation of Assistant Director Town Planning Pune, Vide order No.MOU. KADAMWAKWASTI/ TAL. HAVELI/ GAT NO. 395/ SSP/ 3639, dated 21/07/12 having total sanctioned FSI adm.636.845. **Mtrs.** in the layout of the land bearing Gat No. 395, described in Schedule I above, lying being and situated at Village KADAMWAKWASTI Taluka Haveli, District and Division Pune.

SCHEDULE III
(of the SAID APARTMENT)

Project	" SAILEELA "
Wing / Building No.	" _____ "
Unit No.	_____
Apartment No.	_____
Floor	_____rd Floor
Carpet Area	
Sq. Mtrs.	____'____
Sq. Ft.	_____
Area of enclosed balconies	
Sq. Mtrs.	____'____
Sq. Ft.	_____
Area of adjoining terrace/s	
Sq. Mtrs.	_____
Sq. Ft.	_____
Area of Dry Balcony adjoining kitchen	
In Sq. Mtrs.	_____
In Sq. Ft.	_____
Undivided share in common areas, spaces, facilities etc. as per Deed of Declaration	_____ %

Above mentioned flat/ unit in the ownership units project “SAILEELA
” as detailed in “**SCHEDULE II**” above.

“SCHEDULE -IV”

SCHEDULE OF SPECIFICATIONS

RCC CONSTRUCTION:-

- Designed as per Earthquake Resident Norms.
- External 6” & Internal 4” wall of fly ash Bricks
- Neeru/ Gypsum Finish over cement plaster for internal walls & Sand faced Plaster for external walls.

DOORS & WINDOW:-

- Wooden door frame to main door having laminated shutters with quality fittings.
- Aluminum sliding shutter with mosquito net terrace attached to living room.
- Aluminum sliding windows with Mosquito net & M.S. safety grills.
- Granite Jams to Windows.
- Glass Railings for attached terrace in Living/Bed room.

FLOORING :-

- Vitrified tiles of 600mm X 600mm for the entire flat (with matching skirting), entrance lobby, Passages & common Lobbies.
- Designer anti skid ceramic tiles for terrace.
- Checkered Tiles/ Trimix Concrete in Parking Area.
- Designer dado up to 3’0” for Dry balcony / Utility.

KITCHEN :-

- 8’0” for 1BHK Granite Platform with Nirali stainless steel sink.
- Glazed tiles dado up to lintel level.
- Provision for Water Purifier.
- Provision for Exhaust fan.

ELECTRICAL:-

- Modular electrical switches with concealed copper wiring.

TOILET:-

- Designer anti skid ceramic flooring and dado up to Lintel level.
- Provision for geyser in toilet.

PLUMBING & SANITATION:-

- Internal concealed CPVC Plumbing
- make for C.P. Fittings.
- Sanitary fitting

PAINTING:-

- Internal walls finished with tractor Emulsion paint

- MS grills finished with oil paint
- External walls finished with superior quality paint.

All the above specifications will be completed in all respects.

WATER SOURCES :-

- Bore well
- Water Tanker (Chargeable)
- Gram Panchayat Kadamwak Wasti/ Z.P. /

P.M.R.D.A. To be maintained by Association

Apartment.

“SCHEDULE -V(A)”
“COMMON AMENITIES AND FACILITIES”

Item	Period of completion	Remark, if any
Well designed Entrance Gate	Completed	To be maintained by Apartment Association
Elegant Compound Wall	Completed	== do ==
Underground water Tank	== do ==	== do ==
Common access internal roads	== do ==	== do ==
Street lights	Completed	== do ==

"SCHEDULE V(B)"
LIMITED COMMON AREAS AND FACILITIES

- 1)** Partition walls between the two units shall be limited common property of the said two units.
- 2)** Other exclusive and limited common areas and facilities as mentioned in the body of this agreement.
- 3)** Passages and toilets/W.C.s which are not the part of specified units.

4) Roof Terrace shall be having access to all occupants of the building

SCHEDULE VI (A)
EXTERNAL DEVELOPMENT WORKS

Item	Period of completion
Roads	Completed
Water Supply System	Completed from common Under Ground Water Tank to Over Head Water Tank by pumping system
Electricity Supply and transformer	Network completed transformer functioning.
Solid Waste Management and Disposal	Grampanchayat

All facilities to be maintained by Association of Apartment.

SCHEDULE ‘VI (B)’
INTERNAL DEVELOPMENT WORKS

Item	Period of completion
Roads	Completed
Water Supply	Completed from common Under Ground Water Tank to Over Head Water Tank by pumping system
Sewers	Completed
Drains	Completed
Tree planting	Completed
Street Lighting	Completed

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED HEREUNDER AT PUNE ON
THE DATE MENTIONED HEREINABOVE

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER/ OWNER SAI CONSTRUCTION THROUGH IT'S AUTHORIZED PARTNER SIGN MR NANDKUMAR SUBHASH KALBHOR PARTY OF FIRST PART	<u>PHOTO</u>	<u>Left Hand Thumb</u> <u>Impression</u>
SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER/ OWNER SAI CONSTRUCTION THROUGH IT'S AUTHORIZED PARTNER SIGN MR SUBHASH KASHINATH KALBHOR PARTY OF SECOND PART	<u>PHOTO</u>	<u>Left Hand Thumb</u> <u>Impression</u>
SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER/ OWNER SAI CONSTRUCTION THROUGH IT'S AUTHORIZED PARTNER SIGN MR NANDKUMAR SOPAN BAHIRAT PARTY OF THIRD PART	<u>PHOTO</u>	<u>Left Hand Thumb</u> <u>Impression</u>
SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER/ OWNER SAI CONSTRUCTION THROUGH IT'S AUTHORIZED PARTNER SIGN MRS SAPANA NANDKUMAR BAHIRAT PARTY OF FORTH PART	<u>PHOTO</u>	<u>Left Hand Thumb</u> <u>Impression</u>

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE/S	<u>PHOTO</u>	<u>Left Hand Thumb Impression</u>
SIGN..... 1) MR. WITNESS No. 01;	WITNESS No. 02;	
	<u>PHOTO</u>	<u>Left Hand Thumb Impression</u>
SIGN..... 2) MRS. _____		

Sign

Name

R/at
