

AGREEMENT

THIS AGREEMENT IS MADE AND EXECUTED AT PUNE ON THIS ____ DAY OF JUNE
IN THE YEAR 2017
BETWEEN

M/S. SANJIVANISHELTERS, a Partnership Firm registered under the Partnership Act, 1932, through its Partners Mr. Nitin Govind Sable and Mrs. Surekha Rajiv Sable, having its registered office at: 1199, Sable Sanjivani, Subhash Nagar, Lane No. 3, Shukrawar Peth, Pune 411002 hereinafter referred to as "**Developer/Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors and administrators) of the **First Part**;

AND

MR.-----
Age- -- years, Occu.-----

(Pan No.- -----)

Indian Inhabitants Re/ at- -----
-----, hereinafter referred to as the "**UNIT ALLOTTEE/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/its heirs, executors, administrators **OR** its partners from time to time and survivor or survivors of them and the heirs, executors, administrators of the last surviving partner and their successors in title **OR** its successors-in-business and assigns) of the **Second Part**;

WHEREAS

- A. By a Notification dated 15 July 1989 bearing No. TPS-1885/3225/CR-329/UD-13A issued by Urban Development Department under Section 86 of Maharashtra Regional Town Planning Act, 1966, land bearing Plot No. 47A admeasuring 3186.39 sq.mtrs. (hereinafter referred to as said "**Land**") and more particularly described in the Schedule I written hereunder, was created and the name of Pune Municipal Corporation was recorded as owner of the thereof.
- B. As the said Land was encroached upon by slum dwellers, by a Notification bearing No. 2418 issued under the Maharashtra Slum Areas (Improvement, Clearance and Re-development) Act, 1971 ("**MSA Act**"), by the Competent Authority and Assistant Municipal Commissioner, PMC, Pune and published in the Government Gazette dated 23 February 1984, various parcels of land including the said Land was declared as a Slum Area as per Section 4 of the MSA Act.
- C. The Developer/Promoter thereafter applied to Slum Rehabilitation Authority for getting registered as a Developer/Promoter under the Slum Rehabilitation Authority and by Registration Certificate dated 30 June 2008 Slum Rehabilitation Authority registered the Developer/Promoter as a Developer/Promoter with the Slum Rehabilitation Authority and was made entitled to implement Slum Rehabilitation Scheme under Slum Rehabilitation Authority Rules.

- D. By Order bearing No.Ja.KraZo.Pu.Pra./KATa/Zo.Pu.Aa/257/2014, dated 10 February 2014, passed by the Chief Executive Officer, Slum Rehabilitation Authority under Section 3(C) of MSA Act declared all the Slum Areas including the said Land as "Slum Rehabilitation Area". Thereby all the said Land became entitled to be developed under a Slum Rehabilitation Scheme.
- E. The Developer/Promoter submitted a proposal to develop the said Land under the Slum Rehabilitation Scheme with the Slum Rehabilitation Authority on 13 January 2015 and by a Letter bearing No. SRA/Ta.1/193/2015 dated 21 January 2015, the Additional CEO, Slum Rehabilitation Authority, in pursuance thereof the Developer/Promoter was directed to deposit 25% of the Market Value of the said Property amounting to Rs. 1,20,01,857/- (Rupees One Crore Twenty Lakhs One Thousand Eight Hundred and Fifty-Seven only). By a Receipt bearing No. 1278 issued by Bank of Baroda, the Developer/Promoter deposited the sum of Rs. 1,20,01,857/- (Rupees One Crore Twenty Lakhs One Thousand Eight Hundred and Fifty-Seven only) in the account standing in the name of Slum Rehabilitation Scheme.
- F. Pursuant to the aforesaid letter dated 21 January 2015 and receipt No. 1278, Slum Rehabilitation Authority issued a Letter of Intent dated 27 February 2015 in favour of the Developer/Promoter. And simultaneously, the Slum Rehabilitation Authority also made an application with the Pune Municipal Corporation requesting them to grant their No-Objection to the re-development of the said Land by the Developer/Promoter.
- G. By a Resolution bearing No. 328 dated 18 September 2015, passed in General Body Meeting, Pune Municipal Corporation gave its No-Objection to the proposal of the Developer/Promoter to develop the said Land under Slum Rehabilitation Scheme.
- H. The Slum Rehabilitation Authority in pursuance of Sections 44 and 45 of the MRTP Act, Section 253 and 254 of the Bombay Regional Corporation Act, 1949 and MSA Act granted permission to Developer/Promoter to commence construction on the said Land as per the sanctioned layout and building plans vide various Commencement Certificates the last one bearing No. Ja.Kra. SRA/Ta. 1/Pra. Kra. 202/88/2017 dated 17 January 2017 on the terms and conditions stated therein.
- I. The Sanctioned layout consists of one building comprising of 2 Basements + Ground + 13 Floors. Further, the Basement No. 1 is reserved as parking for Slum Rehabilitation Component, the Basement No. 2 is reserved as parking for the Free sale Component. Both the basement have their own independent ramps for entering in the parking area. There is also additional parking area reserved for the Slum Rehabilitation Component on the Fourth Floor. The Ground and First Three Floors form part of the Free Sale Component which are demarcated for commercial use and the balance Ten Floors form part of the Slum Rehabilitation Component which are demarcated for residential use. The aforesaid Commercial – cum- Residential Project comprising of a Multistored Building together with the amenities and car parking is hereinafter referred to as "**said Project**". It is also to be noted that the Slum Rehabilitation Component and the Free Sale Component though would be comprised in one building but the two components

are entirely separate from each other i.e. all the facilities, access, water tanks, parking, etc. would be separate for the two components and the same has been done with the sole intent that the two components do not interfere with each other's functioning.

- J. The Developer/Promoter has appointed Mega Planners, having their head office in Office No. 70, 71 and 72, 4th Floor, Patil Arcade Apts., Khilare Road, Erandwane, Pune 411004 as the Architects for the project to be executed by the Contractor and to present all drawings, layouts etc., done by them and liaise with the authorities for needed sanctions on the project. The Developer/Promoter has appointed Nikhil Inamdar, a duly qualified structural engineer for the purpose of preparing structural designs and drawings for said Project to be constructed on said Land. The Developer/Promoters accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Said Project.
- K. The Promoters are in the process of making an application with the Real Estate Regulatory Authority for registration of the Said Project.
- L. The copy of the Sanctioned Layout as approved by the concerned Local Authority has been annexed hereto and marked as **Annexure "E"**
- M. Whereas, the Unit Allottee/sherein being desirous of purchasing a in said Project called "**Hirabaug Business Centre**" being constructed by the Developer/Promoter on said Land and have perused all the necessary documents, deeds and writings and after having been fully informed and satisfied about the same, as also about the status and the plans, the Unit Allottee/s herein are desirous of purchasing, Unit No. --admeasuring- -- sq. mtrs. carpet area (i.e. --sq.mtrs. built up area), situated on the Ground floor (Ground Level) more fully described in the **Schedule "III"** hereunder and hereinafter collectively called "**said Unit**" at or for the price and on the terms and conditions hereinafter contained. The Developer/Promoter has represented and confirmed that the said Unit is part of the Free Sale Component and thus the Developer/Promoter is entitled to sell, transfer and convey the said Unit of the Unit Allottee/s.
- N. At or before entering into this *Articles of Agreement*, the UnitAllottee/s has :
- Satisfied himself/herself/themselves, about the terms and conditions contained in this *Articles of Agreement*.
 - Satisfied himself/herself/themselves, about the title of the Pune Municipal Corporation with respect to said Land.
 - Satisfied himself/herself/themselves about the title of the Developer/Promoter and their right to develop the said Project and to sell and transfer said Unit.
 - The area and other dimensions and specifications of the said Unit.
- O. The UnitAllottee/shas demanded from the Developer/Promoter and the Developer/Promoter has duly given and the UnitAllottee/s has duly taken full, free and complete inspection of documents of title relating to the said Land (including those recited herein above) as also the plans, designs and specifications prepared by Architects and presented to the authorities and all other documents specified under the Maharashtra Ownership of Flats (Regulation of Promotion, Construction, Sale,

Management and Transfer) Act 1963 and the Real Estate (Regulations and Development) Act, 2016 (RERA) (hereinafter referred to as "**the said Acts**") and the rules made there under and amended up to date and is fully satisfied with the same.

P. The Promoter has further represented that by a Deed of Mortgage dated 28/12/2015, registered with the office or Sub-Registrar, Haveli No., at Serial No. 8988/2015, the Promoter has availed a loan of Rs. 10,00,00,000/- (Rupees Ten core only) by creating a charge on the TDR which is to be generated on rehab construction and other individual property of promoters, from JANATA SAHAKARI BANK LTD, PUNE Bank on the terms and conditions as more particularly stated therein. At the time of registration of this document a NOC from JanataSahakari Bank Ltd. will be attached.

Q. Annexure with the *Articles of Agreement* :

- a. Annexure A – Map demarcating the said Land;
- b. Annexure B - Specifications and Amenities for said Unit.
- c. Annexure C - Certificate of Title dated 7 October 2016 issued by Hariani & Co., Advocates and Solicitors for the Developer/Promoter;
- d. Annexure D - Floor plan demarcating the *said Unit*;
- e. Annexure E – Sanctioned Layout Plan of the said Project;
- f. Annexure F - Property Card in respect of the said Land;

R. The Developer/Promoter has represented to the Unit Allottee/s that the Unit Allottee/s is entitled to basic and other amenities as mentioned in **Annexure-B** to this *Agreement* in respect of the said Unit.

S. The Developer/Promoter has agreed to sell to the Unit Allottee/s and the Unit Allottee/s has agreed to buy from the Developer/Promoter, the said Unit at the price and on the terms and conditions herein contained and for the purpose of sale of the said Unit and in compliance with the provision of the said Acts, the parties have entered into this *Agreement to Sell* on the terms and conditions set forth hereunder.

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

1. ALLOTMENT: -

- a. In view of what is stated hereinabove, the Developer/Promoter agrees to sell, transfer, convey, allot unto the Allottee/s and Allottee/s/s agree/s to purchase/acquire from the Developer/Promoter Unit No. 10 admeasuring --.-- sq. mtrs. Carpet area (--.--sq. mtrs. Build up Areas) on the Ground floor of the Building to be known as "**Hirabaug Business Centre**" together situated on Plot admeasuring 3186.39 sq.

mtrs. i.e. 34,285.55 sq. ft. bearing Plot No. 47A, also known as CTS No.1077, Old Survey No.22 (P), situated at Village ShukrawarPeth, Town Planning Scheme No. III Pune, within the limits of Pune Municipal Corporation and also within the jurisdiction of Sub-Registrar Taluka Haveli, District Pune and more particularly described in the **Schedule II** hereunder written and hereinafter wherever the context permits collectively referred to as "**the said Unit**") to be constructed by the Developer/Promoter on the said Land in accordance with the plans and specifications sanctioned by the said Authority for the lumpsum consideration of **Rs. -----/- (Rupees -----Only)** inclusive of the proportionate price of the common area and facilities appurtenant to the said Unit,. The said Unit is shown verged red on the building plan annexed and marked **Annexure D** hereof. The dimensions of the said Unit and the nature extent and description of the common / limited / restricted areas and facilities appurtenant to the said Unit are also more particularly shown on the **Annexure D** annexed hereto.

- b. The Total Aggregate Consideration amount for the premises including the garage/covered car parking space is this **Rs. -----/- (Rupees -----Only)**

2. CONSTRUCTION AS PER SANCTIONED PLAN: -

The said Authority has by their Order dated 17th January 2017, bearing No. JhoPuPra/Ta.1/Pra. Kra. 202/ 88/ 2017 granted their sanction and approval to the building layout and floor plans to be constructed on the said Land. The Developer/Promoter hereby expressly agrees to carry out construction of the Said Unit as per sanctioned building layout and floor plans as sanctioned by the said Authority. However, the Unit Allottee/s hereby expressly agrees that the Developer/Promoter herein shall have absolute right to revise the said sanctioned building layout and floor plans in any manner, without affecting the Said Unit and separate consent for the same of the Unit Allottee/s shall not be required. The Unit Allottee/s hereby expressly agrees that in case if any separate consent of the Unit Allottee/s will be required due to any reason, the Unit Allottee/s shall give the same without any delay and without demanding any compensation/amount from the Developer/Promoter .

3. TOTAL CONSIDERATION: -

- a. The Unit Allottee/s hereby agree/s to purchase the Said Unit, for the total price / consideration of **Rs. -----/- (Rupees -----Only)** which includes entire price of the Said Unit and parking consideration and also includes proportionate price in respect of right to enjoy all common areas and facilities available in the said project.
- i. The Unit Purchaser/s has till date paid an amount described in below by way of earnest money.
- a) Rs. -/- (Rs. Only) (Includes Service Tax) by Cheque bearing No.----- dated ---
---- and ----Bank,

b) Rs. /- (Rs. Only) (Includes Service Tax) by Cheque bearing No.----- dated ---
 ---- and ---- Bank,

Total an amount of Rs.-----/- (Rupees Only) received by way of part payment out of the total consideration of Rs. -----/- (**Rupees -----Only**) to the Developer the receipt of which the Developer hereby admits and acknowledges.

ii. The Unit Purchaser/s jointly and severally hereby agree/s and undertake/s to pay to the Developer the balance amount of the consideration of **Rs. /- (Rupees only)** to the Developer in the following manner:

PAYMENT SCHEDULE		
Sr.NO.	STAGE OF WORK (time from now)	% PAYABLE of agreement value
1	BOOKING AMOUNT	10%
2	After REGISTRATION (Within 7 Days)	20%
3	Gr FLOOR SLAB (PLINTH)	15%
4	on completion of slab of booked unit	25%
6	After Brick Work & Plastering	5%
7	After Lift Installation, Bathroom & Tiles Fitting at Unit	5%
8	After External plumbing and external plaster, elevation of Building	5%
9	Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain	10%
11	Possession	5%
	Total	100%

Total amount - Rs. -----/- (Rupees -----Only)

All other sums excluding the total amount of consideration / price, which the Unit Allottee/s has agreed to pay to the Developer/Promoter and of which details are given hereinafter in this agreement shall be payable on or before delivery of possession of the Said Unit by the Developer/Promoter herein to the Unit Allottee/s herein.

Further if the Unit is ready for possession before the schedule date mentioned herein after, then the Unit Allottee/s shall be liable to pay all dues, payable to the Developer/Promoter within 15 days in respect to the said Unit upon receiving intimation from the Developer/Promoter and take possession of the said Unit.

b. The Sale Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer/Promoter) up to the date of handing over the possession of the said Unit.

- c. The Sale Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- d. The Developer/Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building/s 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 3 (three) percent. The Sale Price payable for the carpet area shall be recalculated upon confirmation by the Developer/Promoter. If there is any reduction in the carpet area within the defined limit then Developer/Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the State Bank of India highest Marginal Cost of Lending Rate then applicable Plus 2%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan.
- e. The Allottee authorizes the Developer/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 Developer/Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer/Promoter to adjust his payments in any manner.
- f. Prior to the handing over of possession of the said Unit by the Developer/Promoter to the Unit Allottee/s in terms contained herein, the Unit Allottee/s shall make payment of the following amounts which shall be over and above the Sale Price as mentioned in Clause 2 hereinabove:

Particulars	Amount (Rs.)
(i) Legal Charges	Rs. 30,000/-
(iii) Provisional maintenance charges for 36 months from the date of possession or the date of completion of Said Unit whichever Earlier.	Rs./-
(ii) Charges for formation, registration of the Society and Membership Fees and electrical meter charges inclusive of Service tax. (Current Service Tax Rate is levied at rate of 15%, it may go for changes at the time of payment as per prevailing rate then, or As Applicable or changed by Government Time to time. Government has announced applicability of GST from July 1, 2017 and proposed 12% GST rate on real estate services, whenever the said tax will come into force, corresponding GST rate will be charged)	Rs.01,72,500/-

TOTAL	Rs./-
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g. The Unit Allottee/s shall make all payments of the Sale Price due and payable to the Developer/Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of “**M/S. SANJIVANISHELTERS**”. In case of any financing arrangement availed of by the Unit Allottee/s with any financial institution with respect to the purchase of the said Unit, the Unit Allottee/s undertakes to direct such financial institution to pay all such amounts towards the Sale Price, and the Unit Allottee/s shall ensure that such financial institution shall disburse/pay all such amounts towards Sale Price due and payable to the Developer/Promoters through an account payee cheque / demand draft drawn in favour of “**M/S. SANJIVANISHELTERS**”. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Unit and/or payment under this Agreement and shall be construed as an Event of Default on part of the Unit Allottee/s as mentioned in Clause 4 hereinafter appearing.

4. DEFAULT:-

The Unit Allottee/s hereby expressly agrees to pay the entire agreed/ consideration in respect of the Said Unit to the Developer/Promoter, as per the schedule of payment given hereinabove together with proportionate share of taxes and other outgoings, levied by local authority under these presents. Time is the essence of contract. In case, if the Unit Allottee/s herein fails to pay any amount which is due and payable under these presents, on the due date/s, then the Unit Allottee/s shall be liable to pay damages in lieu of interest @ State Bank of India highest Marginal Cost of Lending Rate then applicable Plus 2% per annum to the Developer/Promoter from the date on which the amount became due till the date of actual payment. In case, if the Unit Allottee/s commits 3 (three) defaults of payment of Installments and other amounts due and payable, along with the amount due towards damages at the said agreed rate, within a period of one month from the due date, the Developer/Promoter herein shall have a discretion to terminate this agreement by issuing a notice to that effect to the Unit Allottee/s. Upon termination of this Agreement by the Developer/Promoter, the Unit Allottee/s shall cease to have any right or interest, to acquire the Said Unit and the Developer/Promoter shall have absolute right and entitlement to sell the Said Unit to any person as the Developer/Promoter deems fit and the Unit Allottee/s shall not raise any objection on the same. Upon termination of this agreement by the Developer/Promoter on account of default as mentioned hereinbefore the Developer/Promoter shall be liable to refund the entire amount received by the Developer/Promoter from the Unit Allottee/s within a period of four months from the date of termination of this agreement after deducting 20% of the sale Consideration received by the Developer/Promoter till such termination as and by way of liquidated damages. It is expressly agreed by the Unit Allottee/s that upon

issuance, of a termination notice by the Developer/Promoter/s, the Developer/Promoter/s shall absolutely be entitled to sell the said Unit to any other person by executing agreement of sale to that effect even prior to execution of Deed of Cancellation by the Unit Allottee/s in order to cancel this agreement and the Unit Allottee/s shall not raise any objection to the same and shall bear all the expenses with respect to registration of Cancellation Deed. As such, in short upon issuance of a termination notice by the Developer/Promoter, the Unit Allottee/s shall cease to have any claim any rights and benefits in regard to the Said Unit on the basis of this agreement and the only right which shall vest in favour of the Unit Allottee/s shall to receive the refund of entire amount paid by the Unit Allottee/s to the Developer/Promoter.

5. TITLE: -

That, the Pune Municipal Corporation is the owner and has a clear and marketable title to the said Land and the Developer/Promoter has irrevocable, valid and subsisting right to develop the said Land and that the said Land is free from all encumbrances. The Unit Allottee/s has already made scrutiny of entire record as mentioned hereinbefore and has also satisfied himself that the said Land is free from any encumbrances and the Developer/Promoter has irrevocable, valid and subsisting right to develop the same and the Developer/Promoter herein has a right to sell and transfer the said Unit constructed thereon after having allotted a premises each to the Slum Dwellers. The Unit Allottee/s hereby further expressly agrees that the Unit Allottee/s shall not raise any query in respect of the title of the said Land and in regard to right of the Developer/Promoter to sell the Said Unit to the Unit Allottee/s. The Unit Allottee/s hereby further expressly agrees that the Unit Allottee/s shall not withhold any further payment to the Developer/Promoter towards consideration or on any other amount as mentioned in this agreement on account of any query in relation to the title of the said Land as well as in regard to Said Unit.

6. SPECIFICATIONS: -

- a) The specifications to be used by the Developer/Promoter, in the Said Unit and in the said Building are as mentioned in “**Annexure-B**” annexed to this agreement. The Developer/Promoter shall have a discretion to make any changes in the said specifications without seeking any separate consent of the Unit Allottee/s, subject to a condition that the Developer/Promoter shall make such changes on account of non-availability of the agreed material of agreed company and under these circumstances the Developer/Promoter shall provide material/ equipment of similar standard company and the Unit Allottee/s shall not raise any objection to the same.
- b) The fixtures, fittings and amenities provided by the Developer/Promoter in the Said Unit and in the said Building are those which are set out in Annexure annexed hereto and Unit Allottee/s has approved and satisfied himself about the same. It is agreed that if at the instance of the Unit Allottee/s, the

Developer/Promoter carries out any additional work in the Said Unit at the request of Unit Allottee, the Unit Allottee/s shall be responsible to make payments along with service tax in respect thereof as per mutual understanding between the parties hereto.

7. COMPLETION CERTIFICATE:-

That the Developer/Promoter hereby expressly agree to carry out construction of the Said Unit as per sanctioned building layout and floor plans and thereupon to apply and obtain completion certificate in regards to the same after completing the construction from the competent authority. The Developer/Promoter hereby also expressly agrees to complete the said project as per sanctioned Building layout plan / floor plans sanctioned by the said Authority and thereupon to apply and obtain completion certificate in respect of entire project from the said Authority. The Developer/Promoter herein hereby expressly agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions imposed by the said Authority at any time till completion of entire project and also to follow and observe the development control rules and regulations as may be applicable from time to time.

8. POSSESSION: -

- a. The Developer/Promoter herein shall deliver the actual possession of the Said Unit to the Unit Allottee/son or before 31 August 2019, subject to payment of entire agreed consideration and all other charges agreed to be paid by the Unit Allottee/s, as per the terms of this agreement. The Developer/Promoter shall be entitled to claim extension of said period for delivering possession of the Said Unit on account of any force majeure clause as mentioned below. However, in the absence of any force majeure clause, if the Developer/Promoter fails to deliver possession of the Said Unit to the Unit Allottee/s within the said stipulated period or within mutually extended period and if the Unit Allottee/s refuse to extend the period, if cause of delay is not included in the force majeure clause, then after expiry of 3 months period from the date of refusal of extension by the Unit Allottee/s, the Developer/Promoter shall be liable to refund entire amount received towards the Unit except Govt duties and taxes from the Unit Allottee/s to the Developer/Promoter till such time along with damages in lieu of Interest @ State Bank of India Highest Marginal Cost of Lending Rate + 2%p.a. and at the time of receiving amount of refund along with damages. The Unit Allottee/s shall be liable to execute Deed of Cancellation in order to cancel this agreement and to register the same.
- b. The Developer/Promoter shall on obtaining the Occupancy Certificate from the concerned authority and on the Allottee/s making all the necessary payment as per the present Agreement shall within a period of 7 (Seven) days of obtaining of such Occupation Certificate offer in writing the possession of the Said Unit to the Allottee/s. The Allottee shall accept possession of the Said Unit within a period of 15 (fifteen) days from the date of the Developer/Promoters herein giving written

intimation to the Unit Allottee herein to the effect that the Said Unit is ready for use and occupation subject to payment of entire consideration and all other charges agreed to be paid by the Unit Allottee to the Developer/Promoters herein in respect of the Said Unit by virtue of these presents.

- c. On the Developer/Promoters herein giving 15 (Fifteen) days Written Notice to the Unit Allottee to take possession of the Said Unit on payment of the balance consideration and the Unit Allottee failing/neglecting/refusing to take possession of the Said Unit even after paying the balance consideration, then, the Allottee shall be liable to pay common maintenance charges as hereinafter mentioned and without prejudice to any other remedy available under this agreement or enactment, and the Developer/Promoter shall be further entitled to recover the cost of maintaining the Said Unit from the date of expiry of the period of seven days as specified in the Developer/Promoter's Notice upto the date the Allottee/s takes actual possession of the Said Unit.

9. **FORCE MAJURE CLAUSE:** -

That in case if the construction work is stopped or suspended due to below mentioned reasons, the entire period of suspension or stoppage of construction work shall not be considered while computing period of delivery of possession of the Said Unit and the period of delivery of possession shall be extended suitably. The reasons of stoppage of work may be as follows: -

- (i) Non-availability of steel, cement, other building material, water or electric supply;
- (ii) War, civil commotion or act of God;
- (iii) Any notice, order, rule, notification of the Government/ said Authority and/or other public or competent authority; any stop work/ any other orders by the SRA.
- (iv) Pendency of litigation; any orders of Court/ Tribunal etc. as to Status Quo/ Injunction etc.
- (v) Delay in grant of any sanction of plan, NOC, permission, license, approval, connection, installation of any services such as electricity, water, lifts, etc. and/or any extension thereof;
- (vi) Breach on part of the Unit Allottee/s and/or obstruction / hindrance by him/her/them in the construction of the said Building;
- (vii) Any other eventuality which is beyond the control of the Developer/Promoters including precarious financial condition of the Developer/Promoters and/or economic downswing in real estate or any other industry;
- (viii) Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Developer/Promoters or its agents including strikes or agitation by the workers or labourers of the Developer/Promoters or the Developer/Promoter or suppliers.

As such, the Developer/Promoter hereby expressly agrees to deliver possession of Said Unit within stipulated period subject to this force majeure clause. It is expressly agreed by the Unit Allottee/s that if the work is stopped due to any above referred cause, the period

to complete the construction work shall be resumed only upon removal of the above referred force majeure cause and as mentioned earlier, the period from the commencement of cause till the end of cause shall be excluded while computing the period of delivery of possession accordingly and if necessary, the Unit Allottee/s shall issue requisite writing to that effect in favour of the Developer/Promoter herein accepting the force majeure clause while computing the period of completion of construction. Even if the Unit Allottee/s fails to execute any such in writing then also the period for computing the period of completion of construction shall be automatically extended from the date of commencement of cause till the date of end of the period of cause.

10. USE OF THE SAID UNIT: -

The Unit Allottee/s shall use the Said Unit or any part thereof or permit the same to be used only for the purpose for which the said Authority has given the sanction.

11. TRANSFER OF THE BENEFITS ACQUIRED BY VIRTUE OF THIS AGREEMENT: -

That the Unit Allottee/s hereby expressly agrees that the Unit Allottee/sherein shall not transfer the benefits and rights acquired by virtue of this Agreement in respect of the Said Unit in favour of any person in whatsoever manner till the Said Unit is duly transferred in the name of the Unit Allottee/s herein, by executing appropriate deed to that effect by the Developer/Promoter herein upon receiving the entire balance amount towards consideration and all other amounts payable by the Unit Allottee/sherein as mentioned in this agreement.

12. ORGANISATION: -

- a.) The Slum Dwellers are in the process of formation of the Society, tentatively named as Akhil Hirabaug Sahakari Grihanirman Sanstha ("**the said Slum Dwellers Society**") for residential units built for the Slum Dwellers in the said Building constructed on the said Land being developed by the *Developer/Promoter* for better and smooth and proper administration of the Slum Dwellers share of the Premises in the said Building.
- b.) On the Developer/Promoter allotting/accepting booking of 51% of the total units in Free Sale Component of the Said Project, the Developer/Promoter shall make the necessary application for formation of a Society/ies under the provision of the Maharashtra Co-operative Societies Act, 1960:
- c.) The *Unit Allottee/s* shall become a member of the **Cooperative Society formed for the Free Sale Component Allottees** (hereinafter referred to as the "**Free Sale Component Society**"). The *Society* shall be named "*Hirabaug Business Centre Co-operative Society Ltd.*" or by such other name as may be decided upon by the *Developer/Promoter* or by such name as may be approved by the Registrar of Cooperatives Societies, as the case may be.

- d.) The *Unit Allottee/s* shall co-operate with the *Developer/Promoter* in forming, registering and incorporating such Free Sale Component Society and agrees and undertakes to become a constituent of such Free Sale Component Society and from time to time to sign and execute the application, forms, writings as may be required and duly fill, sign and return the same within 10 (days) of the same being forwarded by the *Developer/Promoter* to the *Unit Allottee/s*.
- e.) No objection shall be taken by the *Unit Allottee/s* if changes or modifications are made in the name or in the draft bye-laws, rules and regulations of such Free Sale Component Society by the authority concerned.
- f.) The *Unit Allottee/s* shall be bound from time to time to sign all papers and documents and to do all other things as the *Developer/Promoter* may require him/ her/them to do from time to time for safeguarding the interest of the *Developer/Promoter* the Slum Dwellers Society and the Unit Allottee/s of other units in the said Project.
- g.) The *Unit Allottee/s* shall pay proportionate share of all out goings and maintenance costs and general expenses such as insurance, municipal expenses, taxes, annual maintenance contracts and cesses, electrical and water tax and all other maintenance charges of the building, including salaries and overheads of the maintenance crew to the *Developer/Promoter* as may be determined by the *Developer/Promoter*. In the event of default in paying such expenses, the *Developer/Promoter* or the Free Sale Component Society shall have the right to remove/disconnect such common amenities including water and electricity from enjoyment of the *Unit Allottee/s*. No maintenance charges / obligations shall be placed on the *Developer/Promoters* with regard to unsold units.
- h.) The Free Sale Component Society will ensure that all provisions of this Articles of *Agreement* are carried into effect fully and completely by passing appropriate resolution/s for the said purpose. The Free Sale Component Society and all its members shall also ratify, confirm and adopt the *Articles of Agreement*, and other ancillary agreements which the *Developer/Promoter* will enter into with other *Unit Allottee/ss* of units in the said building/s.
- i.) In the event of the Free Sale Component Society being formed and registered before the sale and disposal of all free sale component premises, parking space, other rights in the said Project by the *Developer/Promoter*, the power and authority of the Co-operative Society shall be subject to the overall control and authority of the *Developer/Promoter* in respect of the matters concerning the said Project, the construction and completion thereof and all amenities pertaining to the same and in particular the *Developer/Promoter* shall have absolute authority and control as regards the unsold units, etc. and the disposal thereof and the consideration for which the same shall be disposed off and as and when such Units, etc. are sold to the persons of the *Developer/Promoter* choice and at the discretion of the

Developer/Promoter, the Free Sale Component Society shall treat them as co-members without charging any premium or any other extra payment.

13. TRANSFER/ LEASE: -

- a) The Developer/Promoter on receiving the Completion Certificate from the said Authority shall in the first instance deliver to Slum Dwellers possession of the units allotted to the Slum Dwellers.
- b) Once the units of Slum dwellers are allotted to them, the possession of the units/Unit in the Free Sale Components are to be handed over to such unit Allottee/s.
- c) Pune Municipal Corporation will thereafter issue a notification whereby the said Land would stand transferred to the name of Slum Rehabilitation Authority, Pune and PimpriChinchwad Area, Pune.
- d) Thereafter, the Slum Rehabilitation Authority along with Developer/Promoter will first execute a Lease Deed in respect of proportionate part of said Land in favour of Slum Dwellers Society and thereafter the Slum Rehabilitation Authority shall execute another Lease Deed for the balance portion of said Land in favour of Free Sale Component Society.
- e) The duration of Lease Deed in both the aforesaid instances shall be of 30(Thirty) years and which shall be renewable for a further period of 30 years on the same terms and conditions that would be mentioned in the aforesaid Lease Deeds.
- f) It is expressly agreed by the Unit Allottee/s herein that till execution of Deed of Lease in favour of the said Society the Unit Allottee/s herein, shall not be entitled to raise any objection in respect of any additional construction, if carried out by the Developer/Promoter herein on the existing building, subject to obtaining requisite permission to that effect from the said Authority without affecting the Said Unit in any manner whatsoever.

14. PARKING:-

- a. The Developer/Promoter is constructing the parking as per the rules and regulations as prescribed by Slum Rehabilitation Authority. The Owners shall be entitled to regulate the allotment and use of the Parking Space and shall allot the same on "First Come, First Serve" basis and as such, the Unit Allottee/s who have not been allotted or allowed to use the Parking Space shall not be entitled to raise any objection, claim or dispute before any forum whatsoever in future.
- b. Once the Developer/Promoter has allotted the parking spaces to the various Unit Allottees, such allotment of the Developer/Promoter shall be confirmed by the association of Unit Allottees that may be formed, in the same manner in which the allotment has been made by the Developer/Promoter.

15. REMOVAL OF DEFECTS IN CONSTRUCTION:-

That the Developer/Promoter hereby expressly agrees to remove at its own cost, any defect in the structure of the building or material used therein within a period of 5(Five) years from the date of possession of the Unit.

It is further agreed that the Unit Allottee/s shall not carry out any alterations of whatsoever nature in the Said Unit or in the fittings therein, in particular it is hereby agreed that the Unit Allottee/s shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, toilet, WC, terrace, etc. If any of such works are carried out or any heavy load are stored in the Said Unit, balcony, terrace, etc., any liability including the defect liability automatically shall become void and the Unit Allottee/s alone shall be responsible for it. Further, the Unit Allottee/s will be liable for paying damages, if any, to the Unit Allottee/s/User of the premises below or any affected premises. If due to the Unit Allottee/s or any other Unit Allottee/s act or negligence, the Unit Allottee/s premises is damaged, the repairs shall be carried out by the party responsible for such an act and the Developer/Promoter herein shall not be liable for the same.

16. MAINTENANCE CHARGES: -

- a) The Unit Allottee/sherein shall be liable to pay for all the running expenses and annual maintenances contracts fees for facilities like DG Sets, lifts, housing keeping, security, CCTVs and other facilities from the date of possession or the date of completion of Said Unit whichever earlier.
- b) It is hereby agreed that the Developer/Promoter appointed agency shall maintain the building/s through advances received from the Unit Allottee/s. The Developer/Promoter herein shall have the sole right to discontinue the maintenance at any time, after giving prior notice of thirty days. The Unit Allottee/s has specifically agreed to pay his/ her/ their contribution in advance for running and maintaining the lifts irrespective of the floor on which the Said Unit is located and also irrespective of the use of the lifts by the Unit Allottee/s herein.
- c) It is expressly agreed by the Unit Allottee/sherein that the Developer/Promoter herein shall not be liable to pay maintenance charges in respect of unsold tenements to the organization of tenement Unit Allottee/s at any time and to tenement Unit Allottee/s/seven before formation of organization. In short only the prospective Unit Allottee/s of the Developer/Promoter herein shall be liable to pay maintenance charges from the date of acquisition of the same and the Developer/Promoter shall not be liable to pay the same at any time.
- d) The Developer/Promoter herein is liable to submit statement of accounts, to the organization of tenement Unit Allottee/s, only on or after the formation OFFree Sale Component Society and after 1st General Body meeting.

17. **DEVELOPER/PROMOTER'S RIGHT TO DEAL IN RESPECT OF RESTRICTED AREAS AND FACILITIES:-**

That, the rights of the Unit Allottee/s herein are strictly restricted to the Said Unit and the Developer/Promoter herein shall be absolutely entitled to deal in respect of the restricted areas, underin any manner and shall have a right to grant exclusive right to use and enjoy the restricted areas by any prospective tenement Unit Allottee/s on suitable terms and the Unit Allottee/s herein shall not raise any objection in regard to the same.

18. **ALTERATIONS- INTERNAL WIRING**

- a) The Developer/Promoter shall intimidate the Unit Allottees by giving him a 10 (ten) days' notice period from the Unit Allottee/s to prepare to undertake the internal wiring of the said Unit to the specifications as the Unit Allottee/s shall deem fit and proper.
- b) The Unit Allottee/s shall within the aforesaid notice period of 10 days commence the work of internal wiring and shall complete the same within 10 (ten) days thereof.
- c) The Unit Allottee/s while undertaking the work of internal wiring ensure that the material being used by the Unit Allottee/s or his contractors shall be in compliance with the ISO Standards.

19. ***THE DEVELOPER/PROMOTER HEREBY COVENANTS WITH THE UNIT ALLOTTEE AS FOLLOWS:***

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

- i. The Developer/Promoter has sole , absolute and unfettered right to carry out development upon the said Land and also has actual, physical and legal possession of the said 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 said 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 said Land except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project 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 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, said Land and common areas;

- vi. The Developer/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;
- vii. The Developer/Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee/s in the manner contemplated in this Agreement;
- ix. The Developer/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 withrespect to the said Project to the competent Authorities till the completion of the said Project and on completion it shall be responsibility of the Unit Allottee/s and or the Organisation of Unit Allottee/s to pay the same;
- x. 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 Developer/Promoter in respect of the said Land and/or the Project except those disclosed in the title report.
- xi. After the Developer/Promoter executes this Agreement, the Developer/Promoter shall not mortgage or create a charge on the said Unit 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/s who has taken or agreed to take the said Unit.

20. THE UNITALLOTTEE/SBOTH HEREBY COVENANT WITH THE DEVELOPER/PROMOTER HEREIN AS FOLLOWS:

- a) Tomaintain the Said Unit at theUnit Allottee/s own costs in good tenantable condition from the date ofdelivery of possession of the Said Unit and shall not do or cause to be done anything, shall not change / alter or make addition in or to the Said Unit or the building in which the Said Unit is situated, stair-case or any passages which may be against the rules, regulations or bye-laws of concerned authority or any other authorityor change/alter or make addition in or to the Said Unit and/or the building in which the Said Unitis situated.
- b) Not to storein/outside the Said Unit/ building/surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause damage to the construction or structure of the building or storing of which goods is objected to by concerned authorities or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the

building in which the Said Unit is situated including entrances of the building and in case any damage is caused to the building in which the Said Unit is situated or to the Said Unit or any fatality on account of negligence or default of the Unit Allottee/sherein in this behalf, the Unit Allottee/s herein shall be liable for all the consequences of the breach.

- c)** To carry out at his / her own cost all internal repairs to the Said Unit and maintain the Said Unit in the same condition, state and order in which it was delivered by the Developer/Promoter herein to the Unit Allottee/s herein and shall not do or suffer to be done anything to the Said Unit and/or in or to the building in which the Said Unit is situated or the premises which may be in contravention to rules and regulation of the concerned authority. In an event of the Unit Allottee/s herein committing any act in contravention of the above mentioned provisions, the Unit Allottee/s herein shall be solely responsible and liable for the consequences thereof to the said Authority and /or other public authority.
- d)** Not to demolish or cause to be demolished the Said Unit or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Said Unit or any part thereof, nor any alteration in elevation and outside colour scheme of the building in which Said Unit and shall keep the portion of sewers, drains, pipes and appurtenances in the Said Unit and appurtenances thereof in good tenantable repair and condition, and in particular so as to support shelter and protect other parts of the building and shall not in any other manner cause damage to the columns, beams, walls, slabs or RCC Partis or other structural members in the Said Unit without the prior written permission of the Developer/Promoter herein.
- e)** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the building in which the Said Unit or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f)** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Unit in the compound or any portion of the said Land and the building, in which the Said Unit is situated.
- g)** Pay to the Developer/Promoter herein or the Society within seven days of demand, his/ her/ their share of security deposit demanded by any Government body for giving water, electricity or any other service connection to the building in which the Said Unit is situated.
- h)** To bear and pay local taxes, NA taxes, water charges, insurance, Property taxes and such other levies, if any, which are imposed by revenue authorities and/or Government and/or other public authority, on and from the date of Completion Certificate in respect of the Said Unit or the date of possession of the Said Unit

whichever earlier and also any additional increased taxes, insurance etc., which are imposed by the revenue authorities and/or the Government and/or other public authority on account of permitted change of user of the Said Unit by the Unit Allottee/s herein, with the consent of the Developer/Promoter herein.

- i)** The Unit Allottee/sherein shall not let, sub-let, transfer, assign or part with the Said Unit or part with the possession of Said Unit with the license to enter into the Said Unit until all the dues payable by the Unit Allottee/sherein to the Developer/Promoter herein under this Agreement are fully paid up and only if the Unit Allottee/sherein had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Unit Allottee/sherein has intimated in writing to the Developer/Promoter herein, in that behalf.
- j)** The Unit Allottee/sherein shall obtain prior written permission from the Developer/Promoter if the Unit Allottee/sherein intends to transfer or sell the Said Office/Units / his rights or benefits of this agreement or give the Said Unit on Leave and License or Lease, before the final conveyance/lease of the Subject Land and the building constructed thereon in favour of the Apartment holders. Under these circumstances, the Developer/Promoter herein shall be entitled to charge, certain charges to the Unit Allottee/s herein in regard to give consent for such transfer. The Unit Allottee/s also liable to submit the registered copy of such transfer documents/deeds to the Developer/Promoter herein. Similarly, the Unit Allottee/s and/or the prospective transferee shall bear all taxes in relation to such transfer and the Developer/Promoter herein shall not be held responsible and liable in any manner.
- k)** The Unit Allottee/s herein shall not be entitled to raise any objection or claim or any reduction in price of the Said Unit agreed to be acquired by the Unit Allottee/s and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever. It is agreed by and between the parties herein that even after transfer of the Said Unit/ building along with the Said Land, in favour of the Unit Allottee/s/ organization of the Unit Allottee/s and thereafter, if any construction is permitted on any account, on remaining part of the said Land or on any existing building/s then the Developer/Promoter herein shall have an absolute right to put up additional construction and storey / floor and the Unit Allottee/s herein himself/ herself or through an organization shall not raise any objection in respect of the same.
- l)** The Unit Allottee/sherein shall observe and perform all the rules and regulations which the Society may adopt on its inception and the additions alterations or amendments thereof that maybe made from time to time for protection and maintenance of the said building and the premises 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 the Government and other public bodies. The Unit Allottee/sherein shall also observe and perform all the stipulations and

conditions laid down by the Society regarding the occupation and use of the Said Unit in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- m)** Till the Transfer Deeds/Deeds of Conveyance/Lease in respect of the respective premises and/or the Said Land are executed, the Unit Allottee/sherein shall permit the Developer/Promoter herein and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Land and the said building or any part thereof to view and examine the state and condition thereof and/or for carrying out to any work of construction in the Said Office/Unit/ building or any part thereof on the Said Land.
- n)** The Unit Allottee/sherein shall not obstruct the development work for any reason and in any way.
- o)** If the Unit Allottee/sherein shall desire to fit grills from inside to the Said Office/Unit, the Unit Allottee/sherein shall do so at the expense of the Unit Allottee/s herein, only as per the designs and specifications approved by the Developer/Promoter herein.
- p)** The Unit Allottee/sherein shall not cause any nuisance to other Unit Allottee/ss and the Developer/Promoter herein in any manner whatever.
- q)** The Unit Allottee/s herein shall be entitled to put up his signage, name boards only on the places specified by the Developer/Promoter herein. The Unit Allottee/s herein shall be permitted to fit AC Units, Dish Antennae, only on the places specified by the Developer/Promoter herein. The Unit Allottee/s herein shall not be allowed to make any change in the elevation of the building. If the Unit Allottee/s herein carries on any work contrary to the above terms, the Unit Allottee/s herein shall be liable to incur rectification expenses for the same.
- r)** Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law, of the Said Land and/or said building and/or any part thereof. The Unit Allottee/s herein shall have no claim, save and except in respect of the Said Unit hereby agreed to be sold to him/ her, in respect of all open spaces, staircases, lobbies, parking slots/spaces, common terrace, garden, recreation spaces, etc. will remain with the Developer/Promoter herein until the Said Land and/or any part thereof and proposed building/s is/ are transferred to the Apartment License Holders/ Co-operative Society, as mentioned herein, but subject to the rights of the Developer/Promoter herein.
- s)** That the Developer/Promoter herein shall have a first charge and lien on the Said Unit in respect of any amount payable by the Unit Allottee/s herein under the terms and conditions of this Agreement.

- t) Even after the final conveyance of the Said Land and building/s in favour of the Society, the Developer/Promoter herein shall have a right to dispose of the unsold Units in the said building/s in any manner and the sale proceeds thereof shall belong absolutely to the Developer/Promoter herein and such Unit Allottee/s shall be accepted as members of such Society. The Developer/Promoter herein in such case shall not be required to pay any transfer fee to the Society.

21. FSI (FLOOR SPACE INDEX): -

- i. The Developer/Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 10280.63 square meters only and Promoter has planned to utilize Floor Space Index of zero square meters by availing of 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 Developer/Promoter has disclosed the Floor Space Index of 4.00 as proposed to be utilized by him on the said Land in the said Project and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of Units to be carried out by the Developer/Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- a. The Developer/Promoter herein is absolutely entitled to consume the entire FSI in respect of the Said Land, available as per prevailing Development Control Rules or any other prevailing regulations. The Developer/Promoter herein shall be entitled to use and consume additional available FSI in respect of the Said Land by constructing additional premises and the Developer/Promoter herein shall be entitled to sell the same to different persons, without obtaining consent of the Unit Allottee/s herein, by constructing additional premises and the Unit Allottee/s herein shall not raise any objection for the same. The Unit Allottee/s herein hereby expressly agrees that even after formation of the Society, the Developer/Promoter herein shall be entitled to use and consume additional FSI on any account, by constructing additional premises and the Developer/Promoter herein shall jointly also be entitled to sell such premises to different persons to transfer the same and the Unit Allottee/s herein shall not raise any objection for the same. However, the Developer/Promoter herein hereby expressly agrees that the Developer/Promoter herein shall carryout all necessary repairs, including repainting of portion of the building, if damaged during such proposed construction without any way affecting the Said Unit in any manner whatsoever.

22. WAIVER: -

Any delay tolerated or indulgence shown by the Developer/Promoter herein in enforcing the terms of this Agreement or any forbearance or providing extended time span to the Unit Allottee/s herein shall neither be construed as a waiver on the part of the Developer/Promoter herein in respect of breach or non-compliance of any of the terms

and conditions of this Agreement by the Unit Allottee/s herein nor shall the same in any manner prejudice the rights of the Developer/Promoter herein.

23. NOTICES: -

All the Notices to be served to the Unit Allottee/s shall be deemed to be properly served, if served to the Unit Allottee/s under Certificate of Posting on his address as given in the caption of this agreement.

24. TAXES: -

a) In the event, any development charges or betterment charges or any premium of tax or luxury tax or any other levy, which becomes payable by the Developer/Promoter herein and/or which is legally the sole responsibility of the Unit Allottee/s herein, becomes payable, the Unit Allottee/s herein hereby expressly agrees to pay the same and/or reimburse the same to the Developer/Promoter herein, in proportion to the area of the Said Unit agreed to be purchased by the Unit Allottee/s herein and in determining such amount, the decision of the Developer/Promoter herein shall be conclusive and binding on the Unit Allottee/s herein.

b) The Unit Allottee/s herein hereby expressly agrees to bear any tax liability in respect of the present transaction, arising due to any change or modification/ amendment made by State/ Central Government in the existing law or due to introduction of new law, which includes sales tax, service tax, tax on transfer on property, Works Contract Act, MVAT, L.B.T. and any other Taxes etc., and the Developer/Promoter herein shall not be held responsible or liable for the same, in any manner. The Unit Allottee/s herein hereby expressly agrees to pay his/ her / their liability immediately and in any circumstances on or before accepting possession of the Said Unit from the Developer/Promoter herein. The Unit Allottee/s herein further expressly agrees to pay any such tax liability even after accepting possession of the Said Office/Unit, if the same is arising thereafter and the Developer/Promoter herein shall not be held responsible or liable for the same, in any manner. The Unit Allottee/s herein hereby expressly agrees to indemnify the Developer/Promoter herein in respect of any such tax liability arising due to the present transaction at any time and the Developer/Promoter herein shall not be held responsible or liable for the same, in any manner.

c) N. A. and other taxes levied in future in respect of the said building (other than individual taxes, etc.) by the Government, shall be paid jointly by the Unit Allottee/s herein along with remaining Unit Allottee/s of the respective premises/ units proportionately.

d) In case if any tax, service tax, levy, assessments, betterment or development charges are levied or are levied with retrospective effect, by the local authority or

planning authority or any other local or Govt. body or if there is any increase in such taxes, levies, assessments, betterment or development charges or in case there is any increase in the amount of deposit or other charges to be paid for securing water and electricity connection, the Unit Allottee/sherein shall contribute proportionately towards payments of such taxes and increases in taxes, levies, deposits, etc.

25. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:-

All the expenses of stamp duty, registration charges and all the incidental expenses pertaining to the presents and the final conveyance have been agreed to be borne by the Unit Allottee/s herein.

SCHEDULE I REFERRED TO ABOVE

“SAID LAND”

All that piece and parcel of land bearing C.T.S. No. 1077, Final Plot No. 47Aadmeasuring 3186.39 sq.mtrs. located in ShukrawarPethsituated with the limits of Taluka – Haveli, District – Pune and bounded as under:

On or towards the North	Road
On or towards the South	CTS Nos. 1040, 1041, 1042, 1043 and 1044;
On or towards the East	Road
On or towards the West	CTS No.

SCHEDULE II REFERRED TO ABOVE

“SAID OFFICE/UNIT”

Premises being Unit No. --admeasuring--.--sq. mtrs. carpet area i.e. --.--sq.mtrs. Built Up Area (on the ----- Floor of the Building known as “Hirabaug Business Centre” to be constructed on the said Land, described in “**Schedule I**” written hereinabove, along with exclusive right to use all common areas and facilities provided the said Project and the Said Unit is shown in Red line in the plan annexed herewith.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR HANDS AND SIGNATURE ON THE DAY AND DATE FIRST HEREINABOVE MENTIONED.

Witness-

1. Sign-
Name-
Add-

2. Sign-
Name-
Add-

**M/S. SANJIVANI SHELTERS THROUGH ITS PARTNER
MR. NITIN GOVIND SABLE
SIGNED SEALED AND DELIVERED by the withinnamed“DEVELOPER”**

**MR. -----
UNIT PURCHASER**