

AGREEMENT

THIS AGREEMENT is made and executed at Pune on this day of ...
 Two Thousand and

BETWEEN

M/S. SAIESHWAR PROJECTSS, (PAN : ABTFS4067P) a partnership firm, having its office at 302 Park Plaza, Third Floor, Dr. Ketkar Road, Erandwane, Pune 411004 through its Partners **1) SHRI. VIJAY NARAYAN JALAN**, age 54 years, occupation: business, **2) SHRI. RAJENDRA SHAMSUNDAR BIHANI**, age 55 years, occupation: business, **3) SHRI. SHRIKANT HIRALALJI UNECHA**, age 39 years, occupation: business, carrying on business as above.

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

“PARTY OF THE FIRST PART”

AND

- 1) **MR./MRS./SMT.**
 age about __ years, Occupation
(PAN : _____)
- 2) **MR./MRS./SMT.**
 age about __ years, Occupation
(PAN : _____)
 Both Residing at _____

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

“PARTY OF THE SECOND PART”

W H E R E A S

(A) All that piece and parcel of the property bearing Sub Plot No. 69 out of Final Plot No. 548, corresponding to City Survey No. 1187/69/1, admeasuring 834 sq.mtr. situated at village **Bhamburda (Shivajinagar)** of City of Pune, Tal. Pune City, Dist. Pune within the limits of Pune Municipal Corporation, Pune, which is more particularly described in the SCHEDULE - I written hereunder and hereinafter referred to as the **SAID PROPERTY / SAID LAND** is owned and possessed by the Promoters. The Promoters purchased the said property from its erstwhile owner viz. Chandan Ventures by Sale Deed dated 9/7/2010 and same document is registered at Sr.No. 6820 on even date in the office of Sub Registrar, Haveli No. 11, Pune and the Promoters have become the Owners and Possessors of the said property. The Title and Rights of the Developer to the said property are detailed in the Note on Title annexed hereto and marked as **ANNEXURE "A"** annexed hereto and is to be read as a part and parcel of these presents.

(B) The said Property was constructed one even prior to 17-2-1976 i.e. before the commencement of Urban Land (Ceiling and Regulation) Act, 1976. The previous Owner was not under obligation to file any returns under the said Act. The Promoters herein purchased the said Property after the abolition of Urban Land (Ceiling and Regulations) Act, and as such there is no impediment of the said Act or its provisions to the present transactions.

(C) The Promoter herein had obtained from Pune Municipal Corporation, Pune sanction to the building plans of the building which is under construction on the said land vide Commencement Certificate No. CC/0697/17 dated 13/06/2017.

(D) The Developer has obtained registration from the Real Estate Regularity Authority vide Registration No. _____. The Developer has provided all the documents mentioned in Sec. 4 (2) of the Real Estate (Regulation and Development) Act to the said authority along with its application for registration. The Developer has also submitted his declaration under Sec. 4 (2) (I) to the said authority. The Developer has opened a separate Bank Account in the _____ Bank for the deposit of the 70% of the consideration under these presents. The Developer shall abide by its declaration and the provisions of the said Act. The Developer has created a web page on the web site of the said authority and has entered all details of the proposed project as provided under Sub Sec. (2) of Sec. 4 of the Real Estate (Regulation and Development) Act which is available for public viewing.

(E) The Developer has completed all the legal formalities with respect to the right, title and interest in respect of the said property on which the said project is to be constructed. The Developer has further disclosed to the Purchaser that the Developer shall have right to change, amend and revise the sanctioned layout plans, construction plans and the Purchaser shall not withhold his consent without any reasonable objection. The Developer has annexed the sanctioned layout plan to this Agreement as an Annexure F. Without disturbing the area and the location of the said unit, the Developer shall have right to change, amend and revised the said layout plan, the construction plans and got the same sanctioned and the Purchaser/s shall not withhold his / her / their consent for the same.

(F) The Developer has disclosed to the Purchaser/s that the Promoter is constructing multi storied building consisting many commercial/ residential tenements on the said property. The Promoters herein has decided to form an Association of Apartments under name and style "**SAI SQUARE APARTMENTS / SAI SQUARE CONDOMINIUM**" of all Accommodations holders in the said building which is under construction on the said property and adjacent properties. Whenever the additional FSI in future in the form of either paid FSI, premium FSI, amenity handover FSI, TDR and/or due to amalgamation of adjoining land, Then the additional FSI/TDR is sanctioned by local authority to be used in the project the Developer has applied / shall be applying for revision to consume the available FSI as well as the paid and premium FSI and thereafter the Developer shall get sanction of additional floors and units. The Developer through this Agreement is giving the Purchaser full knowledge that after receiving the revised sanction, if required, the project and the building size may be increased. The Developer has given the Purchaser/s full knowledge about the same and the Purchaser/s shall issue a No Objection Certificate / Consent Deed for the additional construction, if any, in case of the revision of the sanctioned plan.

(G) As a result of the aforesaid, the Developer herein alone is entitled to develop and construct buildings on the said property and have exclusive right to sell, lease, mortgage etc. the, shops, commercial units, flats, tenements, car parkings, adjoining terraces, reserved/restricted areas, garden area, garage/outhouse, etc. in the building/s which are under construction or to be constructed on the said property by the Developer and to enter into agreements with the Purchasers, Mortgages, Lessees, etc. and receive sale price/consideration and deposit and other charges in respect thereof.

(H) The Developer have already initiated steps to acquire additional land adjoining the said property and the said additionally acquired land shall be amalgamated into the said property for effectual development of the said property and successful completion of the said project being developed by the Developer to

be known as **“SAI SQUARE”**. The Developer reserves his absolute right to develop all other adjoining lands which may be taken for development or which are already been developed by the Developer, however for the integrity of the project the layout of the buildings have been prepared on the said property together with the intended land to be taken for development and common areas & amenities agreed to be provided herein shall be for the entire project on the said property and all other adjoining lands taken for development by the Developer to be collectively known as **“SAI SQUARE”**. The Developer also reserve his right to amalgamate the said property and all other adjoining lands that may be acquired for development and also to utilise all the benefits arising there from either jointly or solely on any of the said property or the newly acquired lands.

(I) The Developer herein has appointed Architect M/s. VOW5 Vinay Wakalkar having office at Office at 501, Saiket Apartment, Prabhat Road, Lane No. 15, Opp. Symbiosis School, Pune 411 004 as its Architect and Spectrum Consultants, having office at 759/25, behind Goodluck Hotel, Bhandarkar Road, Deccan Pune 411004, as its Structural Engineer for the preparation of the drawings and structural design of the building which is under construction on the said property. The Developer herein has reserved right to change aforesaid Architects and Engineers before the completion of the building/s

(J) The Developer has accordingly commenced work of the said building to be known as **“SAI SQUARE”** on the said property.

(K) The copy of the Certificate of Title issued by the Advocate of the Developer is annexed hereto as **“ANNEXURE A”**, floor plans of the unit/s agreed to be purchased by the Unit Purchaser approved by the Pune Municipal Corporation is annexed hereto as **“ANNEXURE B”**, Commencement Certificate issued by Pune Municipal Corporation is annexed hereto as **“ANNEXURE C”**, Details of the said accommodation are mentioned in **SCHEDULE II**, Common Areas of the said accommodation and common amenities are mentioned in **SCHEDULE III**, the specifications of the said accommodation are mentioned in **SCHEDULE IV**, Property Card extract of said property showing the title of the Owner and Developer is annexed hereto as **“ANNEXURE D”**, the consent letter of the Purchaser is annexed hereto as **“ANNEXURE E”**, The sanctioned layout plan of the said property is annexed hereto as **“ANNEXURE F”**. Any other relevant revenue records showing the nature of the title of the Developer to the said property, on which the units are constructed, are separately shown to the Purchasers.

(L) For development of the said property, the Consenting Party has not taken any financial assistance from any financial institution and the said Property is free from encumbrances.

(M) The Purchaser/s herein demanded from the Developer and the Developer has given inspection to the Purchaser/s and has also provided the Purchaser/s with one set of all the documents relating to the said property and the plans, designs and specifications prepared by the Architect of the Developer and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and The Provisions of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Acts") and rules made thereunder.

(N) After the Purchaser's inquiry, the Developer herein has requested the Purchaser/s to carryout independent search by appointing his/her their own Advocate and to ask any queries, he/she/they has/have regarding the marketable title and nature of the title and rights of the Developer. The Purchaser/s has/have satisfied himself/herself/themselves in respect of the marketable title and rights of the Developer herein and therefore has/have approached the Developer for allotment and have agreed to purchase the shop / commercial premises / Unit / tenement / car parking more particularly described in the **SCHEDULE II** hereunder written and delineated in red color boundary line on the Annexure "B" annexed hereto (hereinafter referred to or called as "**THE SAID ACCOMMODATION / UNIT**").

(O) The Developer herein has agreed to provide Specifications & amenities in the said unit, which are more particularly described in the "**SCHEDULE IV**" hereunder written.

(P) The Purchaser/s herein is/are aware of the fact that the Developer herein have entered or will enter into similar or separate agreements/s with several other person/s and party/ies in respect of other shop/s, commercial premise/s Flat/Shop/Office/s, adjacent terrace/s, garage/s, office unit/s, tenement/s, basement, car parking/s under the stilt and land adjacent to the building/s.

(Q) Relying upon the said offer and subject to whatever stated herein the Developer have agreed to sell to the Purchaser/s the said Accommodation/Unit at the price and on the terms and conditions herein appearing.

(R) This agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.

(S) The Promoter/s in compliance of Section 4 of Maharashtra Ownership Flats Act, 1963 and Section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Accommodation/Unit in favour of the Allottee/s, / Unit Purchaser/s, being in fact these presents and also to register said Agreement for Sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

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

1. CONSTRUCTION AS PER APPROVED PLANS: -

The Developer has commenced the Construction of the said building/s on the said property in accordance with the plans, designs, specifications, approved by the Pune Municipal Corporation and as per ensuing building plans which have been seen & approved by the Unit Purchaser/s subject to such variation, alterations and modification as the Developer may consider necessary or as may be required by the concerned authorities to be made in them or any of them and duly certified by the Architect/Engineer.

2. CONSIDERATION OF THE SAID ACCOMMODATION: -

Relying upon the Purchaser/s representation and the assurance , the Developer herein have agreed to sell and the Purchase/s herein has/ have agreed to purchase a Unit in Building known as **“SAI SQUARE”** a Unit bearing Flat/Shop/Office No ---- admeasuring carpet area of about ----- sq.mtr. i.e ----- sq.ft., (the “carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or Verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.) situated on ----- Floor in appurtenances thereto which is more particularly described in **“SCHEDULE II”** written hereunder and herein after the aforesaid premises referred to or called as **“THE SAID ACCOMMODATION”** at or for total consideration of Rs. -----/- (Rupees ----- Only) including the price for the proportionate share in the said property subject to the encumbrances of restricted areas and facilities and further including price of common areas and facilities appurtenant to the said accommodation and also including the Share Money, Entrance Fee and Other Expenses for formation of the Ultimate Body to be formed, expenses for obtaining electric connection from M.S.E.D.C.L., but excluding the amount of Stamp Duty and Registration, Amount of Taxes such as GST and Amount of Legal Charges and

amount of annual maintenance which shall be paid by the Purchaser/s to the representative authorities directly or to the Developer. The nature, extent and description of the common areas and facilities and restricted areas and facilities are more particularly described in **SCHEDULE III** written hereunder and the Developer herein has agreed to provide the Specifications & amenities in the said accommodation are more particularly described in the **SCHEDULE IV** written hereunder.

The above mentioned price is a unit price which is escalation-free, save and except increases which the Unit Purchaser/s hereby agree/s to pay, 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 from time to time. The Developer undertakes and agrees that while raising a demand on the Unit Purchaser/s for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Unit Purchaser/s, which shall only be applicable on subsequent payments. The Developer may charge the Unit Purchaser/s separately for any up gradation/ changes specifically requested or approved by the Unit Purchaser/s in fittings, fixtures and specifications and any other facility which have been done on the Unit Purchaser/s request or approval but which have not been agreed upon herein or as shown in the website of the registered authority and the area mentioned is for the purpose of paying Stamp Duty as prescribed by the registration authorities and this is not a Sq. Ft. deal but a package deal and on the terms and conditions hereinafter appearing. It excludes the amount of stamp duty, registration charges, amount of G.S.T. and Legal Charges and amount of maintenance, as applicable which shall be paid by the Purchaser/s to Developer as and when asked for. The Developer and the Unit Purchaser/s agreed not to question or challenge the said consideration since the same having been settled on lump sum basis considering all aspects and other terms of the agreement. The present Agreement is not a construction agreement or works contract of service contract and the Property in the said building as well as in the said unit would vest only with the Developer and would pass on to the Unit Purchaser/s only on the execution of the Conveyance Deed or Deed of Apartment. Despite the said legal position, if any taxes are levied on the present agreement then the Unit Purchaser/s shall be liable to pay the same.

The Unit Purchaser/s has/have agreed to pay the GST by separate payments to the Developer. It is also agreed between the parties hereto that, the Unit Purchaser/s herein shall bear and pay the amount of GST as applicable on every installment of payment of consideration. If at any time, after execution of this agreement, the increase in GST under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any

additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said property or the said accommodation/unit or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Developer from all such levies, cost and consequences. The agreed consideration of the said unit / accommodation has been fixed by the parties hereto by considering the set off of GST as may be applicable from time to time and the Developer has already passed on the benefit of set off of GST to the Unit Purchaser/s by way of reduction/discount. It is therefore agreed between the parties hereto that the Developer shall be entitled to get the set off / credit of the GST paid on these presents and the Unit Purchaser/s shall not have any claim over the same.

The Developer shall intimate the Unit Purchasers about the imposition of any other taxes that may be levied due to construction of the present Agreement or by any amendment to any of the tax laws by the Government. The Unit Purchaser shall pay the said tax to the Developer within 7 days from the date of intimation. If the Unit Purchaser/s fail/s to pay the said tax within the stipulated period then there shall remain a lien or charge of the said arrears on the said unit in favour of the Developer and the Developer shall be entitled to recover the same from the Unit Purchaser/s with interest thereon.

3 **PAYMENT IN INSTALLMENTS:-**

The Purchaser/s herein is well aware that construction of the Building on the said property is in progress and considering this aspect the Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Developer s herein the following manner

Sr. No.	%	Amount in Rs.	Particulars
1.	10		Before signing the Agreement
2.	Not exceeding 30 %		Paid by the Unit Purchaser/s to the Developer on signing the Agreement by way of Cheque bearing No. _____ dated _____ drawn on _____ Bank, _____ Branch.
3.	Amount Not more than 45 % of transaction price		Within 8 days from the Commencement of PLINTH WORK of the building in which said accommodation is situated i.e. on or before _____.

4.			Within 8 days from the Completion of FIRST SLAB including podiums and stilts of the building or wing in which said accommodation is situated on or be fore _____.
5	For stage No. 4 to Stage No. 6 the amount not more than 70 % of the transaction price		Within 8 days from the Completion of SECOND SLAB including podiums and stilts of the building or wing in which said accommodation is situated on or be fore _____.
6.			Within 8 days from the Completion of THIRD SLAB including podiums and stilts of the building or wing in which said accommodation is situated i.e. on or before _____.
7.		Amount not exceeding 75 % of the transaction price	
8.	Amount Not more than 80 % of transaction price		Within 8 days from the Completion of staircases, lift wells, lobbies upto the floor level of the said apartment i.e. on or before _____.
9.	Amount Not more than 85 % of transaction price		Within 8 days from the completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said apartment is located i.e. on or before _____.
10.	Amount Not more than 95 % of transaction price		Within 8 days from the completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of the Sale of the building or wing in which

			the said Accommodation is located.
11.	Remaining Amount		To be paid against and at the time of handing over the possession of the Apartment to the Allottee on or after receipt of Occupancy Certificate or Completion Certificate On Possession of the Flat/Shop/Office i.e. on or before _____.
	Total		

The Developer shall have a first charge/ lien on the said Unit to the extent of all amounts receivable by the Developer from the Purchaser/s under the terms hereof. It is hereby clarified that the Developer shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Unit is housed and of the said Unit itself and the Developer shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out hereinabove in the table and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration amount mentioned hereinabove in the table to be paid as per the stages of construction/Items of Work. The Purchaser/s shall pay the aforesaid amount of consideration on due date without any intimation from the Developer and in case the Developer gives the written intimation to the Purchaser/s calling upon the Purchaser/s to make the payment then the Purchaser/s shall pay the aforesaid amount within 07 days from the receipt of intimation. Payment is the essence of contract. The Purchaser/s shall make payment of all installments towards the agreed consideration amount to the Developer by Demand Draft or by local Cheques. If the Purchaser/s makes payment of any of such installments by way of Out-station Cheques, then in such event, the date of payment of the amount represented by such Cheques shall be the date when such amount is credited in the account of the Developer after deducting there from the amount of commission charged for clearance of any such Cheques by the Bank to the Developer. The Unit Purchaser/s shall issue cheques / D.D.s for the each of the installments and after the realizations of the said Cheques / D.D.s, the Developer shall instruct his bankers to bifurcate such amounts in the proportion of 70:30 and the 70% amount shall be transferred to the separate account as per the provisions of RERA. The Developer shall deposit the 70 % of each of the above mentioned installments against the said consideration received from the Unit Purchaser / s in the separate Bank Account as mentioned hereinabove and shall provide certificates from Engineer, Architect and the Chartered Accountant at the time of withdrawal of the amounts as per the RERA. The remaining 30% of the amount shall be deposited by the Developer in his own account. The said total amount of consideration is

subject to increase due to the 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 Developer undertakes and agrees that while raising a demand on the Unit Purchaser/s for increase in development charges, costs or leave imposed by the competent authorities etc. the Developer shall enclose the said notification / order / rule / regulations published / issued in that behalf to that effect alongwith the demand letter being issued to the Unit Purchaser/s.

4. **OBSERVANCE OF ALL CONDITIONS IMPOSED BY LOCAL AUTHORITIES:**

It is hereby agreed that the Developer and the Unit Purchaser/s shall observe, perform and comply with all the terms, conditions, stipulations, and restrictions, if any, which have been or which may be imposed by the concerned local authorities at the time of sanctioning of the plans or any time thereafter or at the time of granting Completion Certificate. The Unit Purchaser / s shall not be entitled to claim possession of the said Unit until the completion certificate in respect of the said Unit is received by the Developer and the Unit Purchaser pays all the dues payable under this agreement in respect of the said Unit to the Developer and is not guilty of breach of any of the terms of these presents.

5. **UTILIZATION F.S.I: -**

The Developer has shown the sanctioned plan to the Unit Purchaser which shows the Floor Space Index (FSI) presently available & unutilized F.S.I in respect to the said property. The Developer hereby declares that the Floor Space Index available as on date in respect of the said property is _____square meters only and the Developer has planned to utilize future construction potential of _____ by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme or F.S.I. that may become available due to the handing over of roads etc. as mentioned in the Development Control Regulation or based on execution of increased FSI which may be available in future or modification to Development Control Regulations which are applicable to the said project and the T.D.R. The Developer has disclosed the construction potential as proposed to be utilized by him on the said property and the Unit Purchaser/s has agreed to purchase the said accommodation based on the proposed construction and sale of accommodations to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only. The plan of the said Accommodation/Unit is subject to amendments and changes as may be stipulated by the sanctioning authorities, Government, local authority and / or the requirements of the Developer. The Unit Purchaser/s has/

have agreed to purchase the said Apartment based the proposed construction and sale of apartments to be carried out by the Developer by utilizing the proposed FSI / TDR and on the understanding that the declared proposed FSI shall belong to Developer only. The Purchaser hereby agrees and gives his specific irrevocable consent, through the present Deed by executing a No-Objection Certificate/ Consent Deed, is attached **ANNEXURE E**, to the Developer to carry out such amendments, alterations, modifications and / or variations in constructing the said Accommodation/Unit, said Building on the said property and / or to the layout plan and / or to the Building plans (whether or not envisaged and / or constructed at present), provided that the location and the area / size of the said Accommodation/Unit agreed to be purchased by the Purchaser is not in any manner adversely affected. The Purchaser agrees that the said consent is irrevocable. It is disclosed by the Developer to the Purchaser/s that the amenity space in the said layout or in the proposed layout shall be developed by the Developer by getting the construction plans sanctioned from the appropriate authority and the Unit Purchaser/s consent/s to the same. The Developer shall be entitled to obtain appropriate additional F.S.I. for construction on the said property.

6. **T.D.R. / FUTURE F.S.I. :-**

The Developer hereby declares that the Floor Space Index available in respect of the said property is used only for the said Project and no part of the said Floor Space Index has been utilized by the Developer elsewhere for any purpose whatsoever. The residual F.A.R. (F.S.I.) in the said property of the layout not consumed will be available exclusively to the Developer at all times. The Developer has disclosed to the Unit Purchaser/s that the part of the F.S.I. shall become available only after happening of certain events during the construction of the said project and after such events happened, the Developer shall get the construction plans revised from the appropriate authority, without disturbing the area and location of the said accommodation and the Unit Purchaser/s shall give his No Objection without any delay. The Developer shall also without let, hindrance or objection on any account from the Unit Purchaser be entitled to avail and utilize the FSI / T.D.R, or any other benefit if allowed in future anywhere on the said property or in/upon the proposed building/s. The Developer is entitled to utilize the residual TDR / FSI if any permitted as per revised D.C. rules & or the Developer is also entitled to put any additional floors for which adequate arrangement of amenities are already made and for putting such additional floors, the structural arrangement have already been made & about the same Purchaser / s has / have got satisfied after seeing the necessary records of the Developer and have accorded their consent for making further construction over the building already sanctioned subject to the condition of Purchaser's tenement is not altered or changed.

7. THE SAID UNITS ARE AGREED TO BE SOLD SUBJECT TO: -

- a. Any scheme or reservation affecting the said property or any part or parts thereof made or to be made by any Authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the said property.
- b. Its present user as residential and / or non-residential and / or other permissible users. Any relevant and necessary covenants as may be stipulated by the Developer for the more beneficial and optimum use and enjoyment of the said property (i.e. the said property together with the building thereon) in general and for the benefit of any class of holders of any Flat/Shop/Office/s and other Flat/Shop/Office/s as the case may be or any part thereof including the absolute and irrevocable right of the Developer to exclusively and absolute use and utilized as above enumerated the benefit of any enhanced FSI / FAR or to absorb and consume the TDR rights, if any, acquired on any portion/s of the said property.
- c. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s and their prospective members affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Developer shall not be required to show the creation of or define or apportion any burden.
- d. All the covenants and conditions ensuring for the benefit of the said person / s as contained in the Agreement / s made between them and / or the Developer, Order of Layout and / or sub-division relating to the said property, Order of conversion and all terms and conditions stipulated by the Developer in respect of the common areas and facilities and amenities to be provided for the benefits of the said property or any part / s thereof.
- e. For the aforesaid purpose and all purposes of and incidental thereto, and / or for the more beneficial and optimum use and enjoyment of the various portions of the said property and / or any part / s thereof of the Developer in such manner as may be desired by the Developer, the Developer shall be entitled to grant, over, upon or in respect of any portion/s of the said property, all such rights, benefits, privileges, easements etc. including right of way, right of draw from or connect to all drains, sewers, water, electricity, telephone lines / connections and/or installations and other service in the said property and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said property and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Developer. The Developer shall, if they so desire, be also at liberty to form and incorporate one ultimate body hereinafter referred to in respect of the said property and/or any part/s thereof subject to the same being

permissible by the authorities concerned and the Purchaser/s hereby irrevocably consent/s to the same. The term ultimate body shall be accordingly construed wherever such construction is permissible in relation to said term.

- f. It being made expressly clear that the ultimate body's transfer deed/s in respect of the said property viz. The said property and/or any part/s thereof with building thereon shall contain such provision which shall be accordingly framed and the burden thereof shall run with the land shall be binding upon all the persons who are the holders of their respective Flat/Shop/Office/s comprised in the said property as the Developer may reasonably require for giving effect to and/or enforcing the said restriction covenants and stipulations.
- g. It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested into each and therefore the Unit Purchaser shall have no right or remedy to defer or deny any obligation imposed on him since he has availed of the benefit factor of such obligation by reduction in the consideration hereunder.

8. **DECLARATION OF PURCHASER/S** :-

The Purchaser/s hereby declare/s that before execution of this Agreement, the Developer has made full and complete disclosure and the Purchaser/s has/have taken full and free inspection of, inter-alia, the following:

- a) Nature of the title of the Developer to their respective holdings in the said property along with the relevant Documents.
- b) All the plans sanctioned by the Pune Municipal Corporation in respect of the said building to be constructed on the said property and the specifications of the said project.
- c) Nature and particulars of fixtures, fittings, and amenities to be provided in the Unit hereby agreed to be sold.
- d) The nature of organization of persons to be constituted of all purchasers of Units in the said project to be known as **SAI SQUARE** and to which title is to be passed being one or more Association of Apartment governed by the provisions of the Maharashtra Apartments Ownership Act 1970 and rules made thereunder.
- e) The fact that after the said Unit has been completed and the Purchaser/s put in possession thereof, the Purchaser/s shall be obliged to bear and pay the Municipal / Grampanchayat Property Taxes in respect of the said Unit as may be assessed and levied by the Planning Authority, any other taxes or charges, Electricity Charges and Water Charges as may be applicable from time to time.

The Purchaser/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Developer, the Purchaser/s, with full knowledge thereof, has/have entered into this Agreement.

9. **INTEREST ON AMOUNTS DUE: -**

The Unit Purchaser / s agree / s to pay to the Developer with interest as prescribed under the Rules i.e. the State Bank of India Highest marginal cost of lending rate plus 2 % on all the amounts which become due and payable by the Unit Purchaser / s to the Developer under the terms of this agreement from the date the said amount is payable by the Unit Purchaser/s to the Developer. It is specifically agreed that the Developer shall be entitled to claim interest amount from the Unit Purchaser/s any time before handing over the possession of the referred Unit to them.

10. **TITLE OF BUILDING: -**

The name of the buildings under construction are and shall always remain as stated above and the name of the Association of Apartment formed and the said property hereditaments and premises together with the building or buildings and other structure constructed thereon shall bear the name “**SAI SQUARE**”. The Unit Purchaser’s Association of Apartment/Co-operative Society/Limited Company as the case may be shall not change, alter or modify the said name without the prior written consent of the Developer at any time. The Unit Purchaser/s shall keep the front side and rear elevation of the said building or building/s or other structures in which the said Accommodation/Unit are situated in the same position only as the Developer construct and shall not at any time alter the position of the said elevation in any manner whatsoever without the consent in writing of the Developer. If the Unit Purchaser or any other Unit Purchaser/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air-conditioners, the same shall be according to the design supplied by the Developer and in such places or in such manner as may be directed by the Developer.

In the event of the ultimate body being formed and registered before the sale and disposal of all the Units by the Developer in the said building the power and authority of the Association so formed or of the Unit holders and the Unit Purchasers of the other Flat/Shop/Offices in the building shall be subject to the overall authority and control of the Developer in respect of any of the matters concerning the said building/s, the construction and completion thereof and all amenities pertaining to the same and in particular the Developer shall have absolute authority and control as regards the unsold Units and other premises and the disposal thereof.

The Developer shall be liable to pay only the Grampanchayat Taxes/statutory taxes, at actual, in respect of the unsold Flat/Shop/Offices and other premises and the

token sum of Rs.11/- (Rs. Eleven Only) per month towards out goings in respect of the unsold Units. In case of Deed of Declaration is executed in favour of the Ultimate Body, the disposal by the Developer of all the Flat/Shop/Offices and other premises in the said building/s, then and in such case the Developer/Member in respect of such unsold premises and as and when such premises are sold, to the person of the choice and at the discretion of the Developer (the realizations belonging to the Developer alone) the Ultimate Body shall admit as members the Purchasers of such premises without charging any premiums or any other extra payment of whatsoever nature. The Developer shall not and will not be liable or required to pay any transfer fees, entrance fees or any fees or charges under any head and also will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold units other than the token sum of Rs. 11/- per month as mentioned above and also the allottees of such unit shall be liable to pay maintenance from the date of allotment and delivery of possession. The Developer shall either form a Apartment Condominium or Co-operative Society or Private Limited Company of the Unit Purchaser/s in the building to be constructed by the Developer on the said property and to convey the said property to such Apartment Condominium / society / Private Limited Company. The provisions here in above contained in the further clause, for conveying the said building/s and the said property shall be subject to the provision of this clause.

11. TERMINATION OF AGREEMENT: -

Time for payment of each installment and other dues in terms hereof is the essence of the contract. In the event of the Purchaser/s committing default in payment on due date / stages / schedule of any amount due and payable by the Purchaser/s to the Developer under this agreement (including his / her / their proportionate share of taxes levied by concerned local authority and other outgoings) or on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at his own option to terminate this agreement.

Provided always that the power of termination hereinabove contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser/s fifteen days prior notice in writing of his intention to terminate this agreement by Registered Post A.D. at the address given in this Agreement for service or by e-mail of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within the time mentioned in such notice. If Purchaser/s fail/s to remedy the said breach within 15 days from the receipt of notice, then the Developer shall be entitled to terminate these presents and shall refund the amount

received till then by the Developer from the Purchaser/s after the deductions of the administrative charges of amount Rs. 50,000/- and the liquidated damages, if any, and after deducting the amount paid towards the Stamp Duty, Registration, Legal Charges and the amount paid towards the taxes such as G.S.T., T.D.S. on all the amounts. The Developer shall not be liable to pay any interest on such refund amount. Upon termination of this agreement and refund of aforesaid amount by the Developer and the Purchaser / s shall execute and register a Cancellation Deed in favour of the Developer canceling the present Agreement. Further the Developer shall be at liberty to dispose off and sell the said Accommodation to such person and at such price as the Developer may in their absolute discretion think fit after the execution and registration of the Cancellation Deed with the Purchaser/s.

Without prejudice to the right of the Developer to take action for breach arising out of delay in payment of the installments on the due dates, the Purchaser/s shall be bound and liable to pay interest as prescribed under the Rules i.e. the State Bank of India Highest marginal cost of lending rate plus 2 % with quarterly rests on the installments which become due and payable by the Purchaser/s to the Developer till date of actual payment and the Developer may continue with these presents.

Without prejudice to the aforesaid, the Developer may at its absolute discretion accept payment with interest as mentioned hereinabove on the amounts of installments in respect whereof a delay / default has been committed by the Purchaser for the delayed period. However this will not amount to waiver of any right or authority of the Developer including the right of the Developer to terminate the agreement and forfeit the earnest money nor will the same amount to waiver of specific condition that payment on time is the essence of the contract.

12. POSSESSION OF UNIT: -

The Developer shall give possession of the said Unit to the Unit Purchaser/s on or before --/--/201—after receiving all the dues payable by the Unit Purchaser/s, to the Developer, if any. However, Unit Purchaser/s will not be entitled to claim or get the possession of his/her/their Unit till he/she/they rectify breach, if any, of any of the terms presents. The unit purchaser shall take the possession within 15 days or any additional period of days as may be allowed by the Developer from the date of intimation from the Developer that the said unit is ready for occupation, failing which the unit purchaser shall be liable to pay Rs. ___/- per sq.ft. per month towards the maintenance of the said unit. In pursuance of these presents if the Developer fail or neglect to give possession of the Unit to the Unit Purchaser/s on account of reasons beyond their and/or their agents control as per the provisions of section 8 of Maharashtra Ownership Flat Act, and provisions of Real Estate (Regulations and

Development) Act, then Purchaser/s shall have right to terminate this Agreement and the Developer shall be liable on demand to refund to the Purchaser the amount received by them in respect of the Unit along with interest as prescribed under the Rules i.e. the State Bank of India Highest marginal cost of lending rate plus 2 % from the date the Developer has received the sum till the date the amount and interest is repaid. If the Unit Purchaser/s does/do not intent to withdraw from the project then the Developer shall pay the interest as specified in the rule on all the amounts paid by the Unit Purchaser/s every month of delay, till the handing over the possession. The Purchaser shall take possession of the said Premises within fifteen days of the Developer giving written notice to the Purchaser intimating the said Premises is ready for use and occupation, failing which the Flat/Shop/Office Purchaser shall be liable to pay Rs. _____/- per sq. ft. per month towards the maintenance of the said Accommodation/Unit.

Provided that the Developer shall be entitled to reasonable extension of time for giving possession of said Unit on the aforesaid date, if the completion of building in which the Unit is to be situated is delayed on account of:

- (i) War, civil commotion or local riots, heavy rain fall, fire, or act of God.
- (ii) Any notice, order, rules, notification of the Government and / or public or Competent Authority including the authorities under the Urban Land (Ceiling and Regulation) Act, 1976, Collector, or any disputes or matters relating to the property pending final determination by the courts or any other authorities.
- (iii) Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- (iv) Delay in grant of any NOC / permission / license / connection / installation of any services such as lifts, electricity & water connections and meters to the scheme / Flat/Shop/Office, Road NOC or Completion Certificate from appropriate Authority.
- (v) Delay or default in payment of dues by the Unit Purchaser under these presents. (Without prejudice to the right of Developer to terminate this agreement)
- (vi) Pendency of any litigation.
- (vii) Any act beyond control of the Developer.

13. USE OF FLAT/SHOP/OFFICE / PARKING: -

That the Unit Purchaser / s shall use the Unit or any part thereof or permit the same to be used only for purpose allowed as per plan sanctioned by the local authority. He /she/they shall use the parking space only for purpose of keeping or parking his / her/their own vehicle and shall only park his/her/their vehicle in the specific parking space attached to him / her/them and shall not disturb the parking facilities attached to the other Unit Purchasers or claim any rights on the un-attached parking spaces. The Purchaser/s is/are hereby prohibited from raising in the matter of attachment of

accommodation /car parking etc. by the Developer on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality.

14. **FORMATION OF APARTMENT CONDOMINIUM : -**

The Unit Purchaser/s along with other Purchaser/s of the Unit/s shall join in forming and registering Apartment Condominium and for becoming a member including the bye-laws of the proposed Apartment Condominium and duly filled in, sign and return to the Developer within 8 days of the same being forwarded by the Developer to the Unit Purchaser/s so as to enable the Developer to register the said organization of the purchaser/s under section 10 of the said Act and the time limit prescribed by the Rule 8 of the Maharashtra Ownership Flats (Regulation of the Developer of Construction, Sale, Management and Transfer) Rules 1964 shall not be applicable since these presents provide for the time limit. No objection shall be taken by the Unit Purchaser/s if any changes or modification are made in the draft, Byelaws or the Memorandum and / or Article of Associations as may be required by the Competent Authority. The Developer shall have the right and discretion to form Association of Apartments of all tenement holders in the building under name and style “**SAI SQUARE APARTMENTS / SAI SQUARE CONDOMINIUM**” of all Tenement holders in the building as aforesaid and the Purchaser/s herein undertake to become the member of the aforesaid association of apartments and further abide its all rules and regulations and bye-laws., sign and execute the application for registration and or membership and other papers of the documents necessary for the registration and complete the formalities required for that. The Developer shall, may in his discretion, form Association of Apartment or Co-operative Society or Limited Company in respect of the building constructed on the said property. The decision taken by the Developer shall be final and binding on the unit purchaser/s. The charges of formation, registration, legal expenses, handing over, Apartment Condominium are included into consideration of Flat/Shop/Office.

15. **CONVEYANCE IN FAVOUR OF APARTMENT CONDOMINIUM: -**

Unless prevented by circumstances beyond the control of the Developer it is agreed that Apartment Condominium of unit purchasers will be formed and registered and the said property and the building thereon will be conveyed to such Apartment Condominium or its members within three months from and after (i) the receipt of occupation / Completion Certificate from the appropriate authority on Completion of construction of all the buildings and utilization of entire FSI and TDR permissible to be utilized in the said project on the said property and by completing construction on the said property as per Development control Rules (whether previously got sanctioned or not) and the Unit Purchaser/s shall not withhold his/her/their consent without any reasonable cause for such revision of construction / layout plans, (ii) Sale of all units in scheme, (iii) Acceptance of the draft of Deed of Declaration/Deed

of Apartment by Developer and Apartment Condominium by their mutual consent and (iv) After payment of all the dues, amounts and considerations including stamp duty, etc. by all the members Apartment Condominium of all the unit purchasers (whichever is later).

16 **PROJECT / BUILDING MAINTENANCE:**

Commencing a week after notice in writing is given by the Developer to the Purchaser that the said accommodation/unit is ready for use and occupation the Purchaser shall be liable to bear and pay the maintenance charge of Rs. ____/- per sq.ft per month to the Developer for the share of outgoings in respect of the said property and building/s namely maintenance of for/of, 1) Towards maintenance and repairs of common areas and facilities, 2) Wages of Watchmen, Sweepers, 3) Revenue Assessment, 4) All other taxes, levies, charges and ceases, 5) Electricity bills, maintenance & deposit charges in respect of common area electricity, water pumps, Fire equipment, installations and bills 6) Expenses of and incidental to the management and maintenance of the said project known as "SAI SQUARE", 7) Remuneration paid to an Estate Manager appointed to supervise the management and upkeep of the said project till such management and control is handed over to the Ultimate Body formed of the purchaser/s of Units in the said project, 8) All costs, charges and expenses to procure water for the requirement of the holders/occupants of Flat/Shop/Offices/ Units in the said Project through water tanker agencies and other sources. 9) Repair & replacement of machinery, electrical items, water pumps, lifts, tiles or any spare parts of the common area machinery. 10) All expenditure done for the repair & replacement of infrastructure / machinery or man power being used by the residents commonly for their daily convenience and usage. 11) The Developer has the sole discretion to run the maintenance on its own or give the contract to an agency. Payment to such maintenance Agency will be borne from Maintenance charges so collected. Misc. Charges and it excludes following items Property Taxes and other Local Authorities / Municipal Taxes concerned with the individual Unit holders and Building, Insurances or Sinking Funds concerned with the individual Unit holders and Building, Personal Water Charges / Bills and personal MSEDCL Bills, Internal Flat/Shop/Office Maintenance. On or before taking possession of the said Unit, the Purchaser/s shall be obliged to make payment to the Developer an amount of **Rs./- (Rupees only)** plus GST at actual as per the law for the said Unit towards the pro-rata share of the Purchaser/s for a period of **Twenty Four Months** commencing at the time of the Purchaser/s is / or called upon to take the possession of the said Unit in the outgoings and expenses of the Common Areas and Facilities of the said project. If any government taxes/charges are levied after completion, the same will be paid out of maintenance charges like Environmental Clearance renewal, property tax and any other as applicable as per rules and regulations. It is hereby clarified that the said pro-rata contribution of the Purchaser/s in the outgoings and expenses of the Common Areas and Facilities of the said

project being found to be insufficient even within / before the end of Twenty Four months as mentioned herein above, the Purchaser/s shall be obliged to make up / pay the shortfall as and when called upon by the Developer to do so. It is agreed by and between parties hereto the above mentioned amenities shall be completed by the Developer s simultaneously with completion of the whole of the project.

The abovementioned facilities and amenities are provided by the Developer for the use and enjoyment of the unit purchasers and as such any untoward incident and/or accident takes place or occurs, the Developer shall not be responsible for the same.

The Project / Building will be maintained by the Developer for the tenure of 2 years from the date of first 5 possessions of the particular building/building/s and the expenses occurred in this respect are Non Accountable & Non Refundable.

After the formation of the Apartment Condominium of Unit Purchasers all the permissions in respect of Lifts, water and in respect of all the amenities provided by the Developer which requires renewal of permissions from the central government, state government, local authorities, Maharashtra Pollution Control Board and permissions from fire department shall be renewed by the said Apartment Condominium at its own costs and the said facilities and formalities shall be maintained by the said Apartment Condominium and its own expense.

17. CHANGE IN THE NAME OF PROJECT, BUILDING OR ELEVATIONS ETC.: -

The Name of the project and building shall be “**SAI SQUARE**” and this name shall hereinafter remain irrevocable by the Unit Purchaser/s and this name shall not be changed without the prior consent of the Builder & Promoter/Developer. That the elevation of the proposed buildings shall remain the same and shall not be liable to be modified, altered or changed by the Unit Purchaser/s and the colour combination of the exterior portion shall always remain the same. The Unit Purchaser/s, in case of fixing grills, safety door, air-conditioners shall comply with the unique designs, colours and projections etc. decided by the Developer and the same is to be affixed at the conspicuous place as may be directed by the Developer.

18. STAMP DUTY & REGISTRATION CHARGES: -

At the time of registration the Unit Purchaser/s shall pay to the Developer the Unit Purchaser / s share of stamp duty and registration charges payable, on the Agreement, Conveyance or lease or any documents or instrument of transfer in respect of the said property and the Apartment Deed to be executed in favour of the “M/S. SAIESHWAR PROJECTSS” and shall alone be held responsible for any difference in stamp duty / ies, penalties, if any on the count of Registration of this Agreement & on final Conveyance as the case may be.

19. **MSEDCL CHARGES: -**

The MSEDCL Charges is included in the Total amount of the Flat/Shop/Office. This amount is subject to increase by virtue of change made by State or Local Authority as the case may be before possession.

20. **SPECIAL RIGHT OF THE DEVELOPER: -**

The terrace or terraces, if any, adjoining with the units constructed on the said property along with the covered parkings which are under stilt, podium and any parking which is covered legally by whatever means shall be allotted by the Developer to the respective Unit Purchaser/s. The Developer shall be entitled to put up sign boards, hoardings or any other type of display on the said property at the conspicuous places for the advertisement of the project. The Agreement with the Unit Purchaser/s and other Purchasers of the accommodation/unit in the said buildings and other structures shall be subject to the aforesaid rights of the Developer or his nominees or assigns who shall be entitled to use the said terrace or terraces and the Unit Purchaser/s shall not be entitled to raise any objection or to any change in the price of the said Accommodation/Unit agreed by the Unit Purchaser / s or to any compensation or damages on the ground of inconvenience or any other grounds whatsoever. It is hereby further agreed that the Developer shall be entitled to either nominate any other person to obtain the benefit or the rights given and / or reserve in favour of the Developer under this clause or to assign the right and benefit hereby given to any other persons, such nominees or assigns shall be admitted as member of the 'SAI SQUARE" of unit purchasers in the same manner as the Developer admits the purchaser of the premises as its members in pursuance of the provisions hereinafter contained. It is further agreed by and between the parties that if the permitted floor space index or density is not consumed in the building being put up and / or at any time further construction or additional F.S.I. / T.D.R. is made available due to change or modifications in D.C. Rules on the said property is allowed the Developer shall always have the right to put additional storey and / or consume the balance / additional floor space index in any manner, the Developer may deem fit and in case of area under road widening, F.S.I. is available or any other F.S.I. / T.D.R. that may be allowed to the Developer either from the said property or the adjacent property of the Developer then the same is to be utilized by the Developer in the same building and the Unit Purchaser/s shall not withhold his consent without any reasonable cause.

21. **IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- a). The Developer shall be entitled to transfer, assign, attach, dispose off and / or sell in any manner as they deem proper the said open spaces, adjacent terraces, and other

specified and unspecified spaces to anybody on the terms and conditions mentioned in the proceeding clause/s. The Unit Purchaser/s along with the other Purchaser/s or Purchaser/s of whatsoever kind in respect of the rights, title, interest of the Developer and/or its nominees or assigns in respect of matter mentioned in the proceedings clause/s hereby gives their consent to the same.

- b). The Developer shall become member of the Apartment Condominium, if the Developer transfers, assigns and disposes off unattached covered car parking, terrace or other specified or unspecified spaces at any time to anybody the assignees, transferee and / or the Purchaser / s thereof shall be admitted as member/s of the Apartment Condominium. The other Unit Purchaser / s will have no right to raise any objection to admit such assignee or transferee or allottee or Purchaser/s as member of Apartment Condominium.
- c). **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO** that the Unit Purchaser shall be entitled to erect TV antennas only at such places as the Developer shall allow. Dish Antenna shall specifically not be erected without the prior written consent of the Developer. The Unit Purchaser shall not have any grievances as regards the facilities which can only be completed after all the buildings in the scheme are duly constructed. All unattached terraces / parking spaces or open gardens / spaces / areas etc. shall remain exclusively owned by the Developer unless specifically attached to any Unit Purchaser and the Unit Purchaser shall not object and obstruct to the Developer for attaching or using the same in any manner as they may deem fit. In case of exclusive open space / terrace / garden area / parking space rights agreed to be attached to any particular Unit Purchaser physical attachment thereof will be made only along with the agreed Unit to the Unit Purchaser/s attached thereof.
- d). The Developer has reserved the right to change and alter the building plan, the elevation, the amenities, the facilities at their sole discretion, provided however if there is any major change or changes on account of such revision of plan in the Unit of the Unit Purchaser, the same shall be communicated to the Unit Purchaser. The revision/modification/ changes in respect of such additions / alterations etc. shall be binding on the Unit Purchaser and the Unit Purchaser shall not be entitled to claim any damages or compensation from the Developer.
- e). The top terraces on the buildings shall always be common for all the Unit Holders but the Developer right and authority to depute its representative to go to the terrace for the regular check up and upkeep, maintenance and for repairing the water storage tanks and lifts, T.V. / Dish Antenna etc. at all reasonable time.

f) The Developers shall be entitled to connect the drainage / water line of the said building which shall pass through the said property and the Unit Purchaser/s shall have no objection for the same.

G) The Unit Purchaser/s is/are aware and has/have agreed that the Developers shall be entitled to sell, transfer, assign the said construction on the said property in favour of any third party / parties and shall be entitled to accept the consideration thereof.

22 COVENANT AS TO THE USE AND MAINTENANCE OF SAID UNIT BY THE UNIT PURCHASER/S: -

The Unit Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Unit may come, do hereby covenant with the Developer as follows for the said Unit and also for the building in which the said Unit is situated:

a) To maintain the said Unit by the Unit Purchaser/s at their own cost & keep the same in good tenantable repair and condition from the date of possession of the Flat/Shop/Office / garage / parking place is taken and shall not do or cause to be done anything in or to the building in which the Flat/Shop/Office is situated, staircase or any passage which may be against the rules, regulations or bye-laws or concerned local or any other authority or change / alter or make addition in the Unit itself and / or the building in which the Unit is situated or any part thereof.

b) Not to store in / outside the said Unit / building / surrounding area 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 unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors, which may damage or likely to damage the staircase, common passage or any other structure of the building and in case any damage is caused to the building or the Unit in account of negligence or default of the Unit Purchaser / s in their behalf, the Unit Purchaser / s shall be liable for the consequences of the Breach.

c) To carry at his / her / their own costs all internal repairs to the said unit and maintain the said Unit in the same conditions, state or order in which it was delivered by the Developer to the Unit Purchaser / s and shall not do or cause to be done anything in or to the building in which the Unit is situated or the Unit itself which may be contrary to the given rules & regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Unit Purchaser / s committing any act in contravention of the above provision, the Unit Purchaser / s shall be responsible

and liable for the consequence thereof to the concerned local authority and / or other public authority.

- d) Not to demolish or cause to be demolished the Unit or any part thereof, not 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, or in or to the building in which said Unit is situated and not to make any alteration in the elevation and outside colour scheme of the building in which the Unit / s is situated and shall keep the portion, sewers, drains, pipes in the Unit/s and appurtenances thereto in good tenable repair and condition, and in particular, so as to support the shelter and protect the other parts of the building and shall not in any other manner damage the columns, beams, walls, slabs or RCC, or any other structural members in the said Unit without the prior written permission of the Developer and / or from the managing Committee of the "SAI SQUARE" as the case may be.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- f) Not to hang clothes at the conspicuous places of the building, not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit etc. in the compound or any portion of the said property and the building in which the Unit / s are situated.
- g) To install the Cooling Units/ Compressors of "Split Type" Air Conditioners appurtenant to the said Unit only at such places as shall be prescribed therefor by the Developer s.
- h) Not to lay/ install over the exterior of the said Building or the Common Areas thereof such as staircases, landings and ducts thereof, grills, chimney, neon signboards or electronic board/s any Electrical, Telecom Lines or Conduits. The Purchaser/s will not affix a grill outside the main door or at any location therein which such grill will be visible from the exterior of the said Accommodation/Unit or the said building without taking the prior written permission of the Developer / Ultimate body.
- i) Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae projects outside the said Unit or on any part of the exterior of the said Building or any of the Common Areas thereof, including on the terrace thereof without the prior written permission of the Developer s and/or the apartment condominium.
- j) To bear and pay all local taxes, water charges, insurance and such other levies, if any, and any increase as applicable, which are imposed by the concerned local authority and / or Govt. or other public authority, on account of change of user of the

Unit by the Unit Purchaser/s viz user for any purpose other than for the purpose allowed.

- k) The Unit Purchaser / s shall not let, sub-let, transfer, assign or part with other Purchaser / s interest or benefit factor of this Agreement or part with the possession of the Unit / s until all the dues payable by the Unit Purchaser / s to the Developer under this agreement are fully paid up and only if the Unit Purchaser / s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until they have intimated in writing to the Developer and obtain their written consent
- l) The Unit Purchaser / s shall permit the Developer and their surveyors and agents with or without workmen and others, at all reasonable items, to enter into and upon the said Unit and the said property and buildings or any part thereof to view and examine the state and condition thereof.
- m) Any obstruction, objection, nuisance etc, created or caused by the Unit Purchaser shall forth will be removed as asked for by the Builder & Developer / by the body members thereof suffering inconvenience on account of such cause.
- n) The Unit Purchaser/s shall not complain that any nuisance is being caused to him / her / them by reason of the fact that the Developer are carrying out the construction in respect of the Unit / Building / s and Structures nor shall he / she / they be entitled to complain about any loss of light and air or any other facilities on account of any construction by the Developer or his nominee / s.
- o) The covenants contained in this agreement to be performed on the part of the Unit Purchaser/s is / are enforceable not only against him / her / them but in case of his / her / their legal representative and against his / her / their estate. However the covenants contained in this agreement to be performed on the part of the Developer are personal and shall be enforceable only against the Developer, and only by the Unit Purchaser/s and no other person.
- p) The Unit Purchaser/s shall not decorate the exterior of his / her / their premises otherwise than in the manner agreed to by the Developer or in the manner as near as may in which the same as previously decorated nor will the Unit Purchaser/s hang out clothes, enclose balconies, paint walls, put planters or do such exterior treatments so as to change the elevation of the Building.
- q) The Unit Purchaser/s shall not demand to be compensate for any loss, damage caused by fire, riot, shrikes, earthquakes, fluctuations in the temperatures, abnormal heavy rains or due to any other cause whatsoever after handing over possession of the Unit to the Unit Purchaser.

- r) The Unit Purchaser/s shall observe and perform all the rules and regulations which the Apartment Condominium, 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 Units 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 Purchaser / s shall also observe and perform all the stipulations and conditions lay down by the Apartment Condominium regarding the occupation and use of the Unit Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

23. **INTIMATION FOR OCCUPATION AND DEFECT LIABILITY: -**

The Unit Purchaser/s shall take the possession of the said Unit within 15 days of the Developer giving written notice to the Unit Purchaser/s intimating that the said Unit is ready for use and occupation. The possession will be given only after clearing Total cost of said Unit / accommodation, Other Charges, Extra Work Charges, if any, Interest on due amounts, delayed and unpaid installments, etc. The Unit Purchaser/s shall obtain the Possession Letter from the Developer otherwise without the Possession Letter; Possession of the said accommodation will be treated as illegal. After the possession of the said accommodation / building handed over, if any kind of work required to be carried out the same shall be carried out by the Unit Purchaser/s in co-operation with the other Unit Purchaser/s of the said building at their own costs and the Developer shall not be in any manner liable or responsible for the same. Provided that if within a period of five years from the date fixed for handing over the said accommodation or after handing over the possession to the Purchaser, the Purchaser/s bring/s to the notice of the Developer any structural defect in the said accommodation or the building in which the said accommodation is situated or the defective use of material therein, then, wherever possible such structural defects shall be rectified by the Developer at their own cost. That the Unit Purchaser/s has/ have been made aware and that the Unit Purchaser/s expressly agree/s that the regular wear and tear of the unit/ building/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°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The Developer shall not be liable to rectify any defects or for any structural defects which are additional carried out in the said accommodation by the Purchaser/s on his / her / their own wish and expenses. In case of sanitary fittings and the fitted items in the said unit which have been manufactured by other manufacturers shall bear their respective warranties given by the manufacturer and the said manufacturer shall be liable directly for the

said warranty period and the Developer shall not be liable for the same. The structural defect liability means the RCC structure and slabs but will not include the outer plaster, inner plaster, paints, tiles, other fixtures and fittings provided in the Bathroom and W.C. etc..

24. **NO GRANT TILL DECLARATION OF APARTMENT: -**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit or of the said property. The Unit Purchaser / s shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him/her/ them and subject to restrictions as imposed on the Unit Purchaser by virtue of the said Declaration of Apartment but shall be entitled to all common amenities & facilities as stated therein.

25. **FORBEARANCE NOT TO BE CONSTRUED AS WAIVER: -**

Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Unit Purchaser/s by the Developer shall not be construed as waiver on the part of the Developer of any breach or non-compliance of any of the terms & conditions of this Agreement by the Unit Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.

26. **REGISTRATION OF AGREEMENT AND CONVEYANCE: -**

The Unit Purchaser/s and/or the Developer shall present this Agreement as well as the Deed of Declaration at the proper registration for the registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof on receiving the written intimation with copy of registration receipt from the purchaser/s herein.

27. **UNIT PURCHASER/S ADDRESS FOR SERVICE OF NOTICE: -**

All notices to be served on the Unit Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Unit Purchaser/s by Under Certificate of Posting / Courier / Registered Post / Ordinary Post at his/her/their address/es specified in the title of this agreement or at the address intimated in writing by the Unit Purchaser / s after execution of this agreement. In case there are two or more Unit Purchaser/s then the notice sent to Unit Purchaser No. 1 shall be treated as notice sent to all the Unit Purchasers.

28. **USE OF TERRACE: -**

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace Flat/Shop/Offices in the said building, if any, shall belong exclusively to the respective Unit Purchaser / s of the Terrace Flat/Shop/Office and such terrace spaces are intended for the

exclusive use of the respective Unit Purchaser / s of the Terrace Flat/Shop/Offices. The said terrace shall not be enclosed by the Unit Purchaser / s till permission in writing is obtained from the Pune Municipal Corporation / PMRDA Authorities and the Developer.

It is hereby agreed that the areas mentioned in Schedule III written hereunder under the head of common facilities only shall be the common areas facilities and the Developer shall be entitled to declare all other areas as restricted or reserved areas and facilities or to alienate and dispose off other areas and facilities in such manner as the Developer thinks fit. The open space if any in the said project shall be developed by the Developer as per the Rules and Bye-laws and the Developer shall be entitled to sell the units therein to any Third Party at any consideration as he deems fit and the Unit Purchaser/s shall not have any concern with it. The amenities and facilities mentioned herein shall be completed simultaneously with the completion of the project.

If common TV antenna is not provided then unit purchaser/s shall be entitled to erect TV antenna (not dish antenna) on the terrace on top of the building at the place convenient and suitable for the said other unit purchaser/s.

29. M.A.O. ACT AND RERA: -

This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 (Mah. Act No. XV of 1971) , provisions of Maharashtra Ownership Flats (Regulation of the Promotion Of Construction, Sale, Management and Transfer) Act, 1963 and The Provisions of Real Estate (Regulations and Development) Act, 2016 and the rules made there under / and amendments made thereto up to date.

30. PAYMENT OF G.S.T. & OTHER TAXES: -

Despite the declaration herein above, if any tax in the nature provided hereunder is imposed then the Unit Purchaser/s shall separately pay the GST, Betterment and Development Charges or any other tax or out goings charges payable if any levied by the State or Central Govt. or any other authority at present or in future in respect of the sale and / or transfer of the said Accommodation/Unit as per this Agreement. Such payment shall be effected within 7 days of demand, and the Unit Purchaser/s shall exclusively be liable for any delay in payment thereof. In case the Developer is required to pay the same for any reason whatsoever, the Unit Purchaser/s shall immediately reimburse the said payment to the Developer as per their demand. The Purchaser shall keep the Developer indemnified from all such liabilities. The Purchasers has/have hereby agreed to execute separate Indemnity Bond/s for this purpose, before taking possession of the said unit. Despite the declaration herein above, if any tax in the nature provided hereunder is imposed then the

Flat/Shop/Office purchaser/s hereby agree/s that in the event of any amount by way of tax, Premium betterment charges, value added tax or services tax or development or tax or Educational cess or any other tax or payment of a similar nature becoming payable to the local authority or to the state and / or central Govt. or any authority, on the purchase, development / construction of the said property and / or sale of the Flat/Shop/Office, etc. and / or any of the incidents of this transfer of property in good involved in works contraction, etc. by the Developer either before or delivery of possession of the said Accommodation/Unit the same shall be paid by the purchaser in advanced to the Developer, as and when charged and demanded by the Developer. The Developer shall not be liable to pay the same. If purchaser/s fail/s to pay the amount within seven days from demanded then Flat/Shop/Office purchaser/s shall be liable to pay interest @ 24% p.a. until the payment is made. Also in the said event there shall be a charge of the amount due on the said Accommodation/Unit and income there from and till payment of said dues purchaser/s shall not be entitled assign, shall or transfer the said Accommodation/Unit in any manner. It is understood that interest shall not cover the damages/losses that will be suffered by the Developer due to non-payment. Therefore, purchaser/s shall be further liable to pay damages and losses that will be suffered by the Developer due to non-payment and the purchaser/s shall keep the Developer harmless and indemnified there from. The Flat/Shop/Office purchaser/s has/have hereby agreed to execute separate Indemnity Bond/s for this purpose, before taking possession of the said Accommodation/Unit. In case of dispute regarding above the same shall be referred to a single arbitrator to be appointed by the Developer. The Arbitrator shall dispense with oral evidence, give only one date for hearing both parties which will be informed to the parties on the address given below (and deemed as valid communication) and arbitrator shall give award maximum within 30 days from accepting the appointment. The award given as above shall be final and binding on both parties.

31. **RESTRICTED AREA, TERRACE, DUCT AREA, PARKING & OPEN SPACE: -**

The Terrace, Duct and / or Parking space and / or open space specifically attached to the particular Unit holder shall exclusively be used by the concerned Unit holder and the same shall be a restricted area for other Unit holder subject to the entry for maintenance of building, drainage, water line and or for any service or amenities and this entry will not be obstructed by the Unit holders on the pretext of any reason or reasonable cause.

32. **SET BACK COMPENSATION: -**

The Developer alone shall be entitled to claim and receive compensation for any portion of the land / building / s that may be notified for setback and claim the FSI / benefits & compensation available for areas under reservation for community center, D. P. Roads prior to the Deed of Declaration in favour of the proposed Association.

33. CHANGE IN AREA OR ADDITIONS: -

If there is any change in walls, site plans or room or portion of Unit etc., required to be made before handing over possession by the Developer to the Purchaser, due to peculiar site conditions or as per the direction of the Pune Municipal Corporation / PMRDA or any other State, Central or Local authority or on account of utilizing the remaining or additional FSI if any or if the Developer may so deem necessary and convenient, the Developer shall have an absolute right to effect the said changes for which the Purchaser shall not withhold his/her/ their consent in such an event. The Developer shall confirm the final carpet area that has been allotted to the Purchaser/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 five percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser/s within forty-five days with the interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Developer shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed hereinabove. The Purchaser shall allow the dry duct to be opened with a view to clean the same.

34. REVISION OF APPROVED PLANS: -

The Unit Purchaser shall not object to the Developer for making changes in and revising the layout (including roads / common amenities / open spaces if any etc.), add or delete floors, plans, designs, specifications and amenities including the plans of the building for any number of times as per the requirements of the Developer due to additional FSI available or otherwise and for completing the development as per the Developer discretion and shall give his / her/ their consent to such revision of plans, if it does not affect the said accommodation in any manner, if needed by the Developer. By executing these presents and with understanding the implications thereof, the Unit Purchaser hereby irrevocably consents and authorizes the Developer to do so. However the Developer shall obtain prior consent in writing of the Unit Purchaser if such alterations / modifications adversely and materially affect the construction and internal layout of the Unit Purchaser's Unit. The Unit Purchaser shall have no right to withhold or refuse such permissions without any reasonable and justifiable ground and shall give such permissions as and when required by the Developer herein. And whereas the Unit Purchaser agrees that the Developer is entitled to acquire TDR and use the FSI of the same, if allowed in future, in the building/s complex to be constructed or existing building/s and deal with and dispose off the same for its benefits. The Unit Purchaser further agrees that for

the said purpose the Developer is entitled to amend, to alter and to modify the building/s plans with or without modifications as and when Developer feels necessary and Unit Purchaser gives her/their/his consent for the same. The utilization of T.D.R. / paid F.S.I. / additional F.S.I. when sanctioned and constructing structures by using T.D.R. / paid F.S.I. / additional F.S.I. shall be the part of the project.

35. RIGHT OF ATTACHMENT OF CAR PARKING/GARAGES/OPEN TERRACES:-

The Developer has right to attach all the car parkings / garages / adjoining terraces / open spaces to any of the units situated in the building/s to be constructed in the said Project. The said car parkings shall be under stilt and the Unit Purchaser/s shall not be entitled to object to the said attachment of Car parkings / garages/ open spaces / open terraces to any of the units. The Developer may attach open car parkings within side margin to any unit purchaser/s in the project. The allotment of open parking shall be subject to the approval of the proposed Ultimate body of the Unit Purchasers and the Developer shall not be responsible for the same.

36. EASEMENT RIGHTS: -

The Unit Purchaser/s shall always allow the Pune Municipal Corporation / PMRDA Authorities or any other concerned authority for the purpose of drainage, water, health, MSEDCL etc. and shall have no claim save and except in respect thereof. All such easement rights are presumed to be given to Pune Municipal Corporation / PMRDA Authority and other local authorities by the Developer. As also the Unit Purchaser / s shall not object to the Developer putting a slab on them for making access to the adjacent lands or for granting the access.

37. ARBITRATION: -

In case of any dispute between the Developer and the Unit Purchaser / s regarding interpretation of any of the terms of this agreement or regarding any aspect of the transaction including quality of construction work, defective service by the Developer, delay in construction work and or sale deed, alteration in the plan, parking arrangements, grant of exclusive uses, rendering of account etc, then such dispute shall be referred to the arbitration of CREDAI Pune Metro who shall be sole arbitrator. The Unit Purchaser/s shall give notice of minimum period of 30 days to the Developer in case of any such dispute before invoking the Arbitration Clause. If reference of dispute to the CREDAI is held as not correct or legal by any Court or authority then the dispute shall be referred to the three arbitrators, one to be appointed by each party and third arbitrator shall be appointed by such two arbitrators and decision given by majority by arbitrators shall be final and binding on all the parties.

38. **CONSENT TO REPRESENT: -**

The Unit Purchaser / s hereby irrevocably consents / authorizes the Developer to represent him / her / them in all matters regarding property tax assessment and reassessment before the Pune Municipal Corporation / PMRDA Authorities and decisions taken by the Developer in this regard shall be binding on the Unit Purchaser. The Developer may till the execution of the Deed of Declaration represent the Unit Purchaser and his / her interest give Corporations, Collectors, Road, Water, Buildings Tax Assessment Department, Government and semi Government Departments, MSEDCL, ULC Officials etc. on behalf of the Unit Purchaser / s shall stand reified and confirmed by the Unit Purchaser / s.

39. **CONSTRUCTION: -**

The Promoter is constructing multi storied building consisting many commercial/ residential tenements on the said property. The Promoters herein has decided to form an Association of Apartments under name and style “**SAI SQUARE APARTMENTS / SAI SQUARE CONDOMINIUM**” of all Accommodations holders in the said building which is under construction on the said property and adjacent properties. The Unit Purchaser/s consents and authorizes the Developer to utilities and take connections from water, electricity, sewage or drainage lines and other convenience in the said building as and when they require to do so for carrying on further development.

40. **POSSESSION OF SAID UNIT :-**

The Developer shall give Possession of the said unit to the Purchaser/s after clearing Total cost of Unit, Other Charges, Extra Work Charges, if any, Interest on due amounts delayed and unpaid installments, etc. The Unit Purchaser/s shall obtain the Possession Letter from the Developer otherwise without the Possession Letter, Possession will be treated as illegal.

41. **RIGHT OF THE DEVELOPER TO GRANT ANY PORTION OF SAID PROPERTY FOR LEASE OR LICENSE :-**

The Developer shall be entitled to grant lease or license of any portion of the said property to any Government/ Semi-Government or Local or Municipal Body or Authority or to the M.S.E.D.C.L. or to any Private Party or Parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Purchaser/s herein shall not be entitled to raise any objection to such grant of lease or license. Declaration Deed of said property and buildings thereon in favour of the Association of Apartment to be formed of all the purchasers of Units in “**SAI SQUARE**” shall expressly be subject to the rights created under any such Lease or License mentioned in this Clause.

42. **UNSOLD UNITS: -**

In the event of the condominium being formed and registered before the sale and disposal of all the Units in the building, all the power, authorities and rights of the Unit Purchasers herein shall be always subject to the Developer over all, right to dispose of unsold Units and all other rights thereto. It is specifically agreed between the parties hereto that for the unsold Units the Developer or Owner herein shall and will not be liable or required to contribute towards the common expenses, or maintenance charges or any amount under any head towards the share in the common expenses in respect of the unsold premises / Units.

43. **AVAILING ELECTRICAL CONNECTION & ELECTRICAL METERS: -**

As the Developer will be applying to the concerned authorities for giving separate electricity connection for the units and electricity meters and connections for MSEDCL supply from the concerned department, then in that case the Developer may provide electrical connection. The services of Electricity supplying are liable for payment of charges as per the consumption of the Unit Purchaser/s. The Developer shall be entitled to deduct any dues of such proportionate or entire charges payable by the Unit Purchaser for the above expenses from the maintenance deposit or any deposit accounts including corpus fund for which the Unit Purchaser/s hereby give/s consent. The Developer has not undertaken any responsibility nor has he agreed anything with the Unit Purchaser/s orally or otherwise to provide the said above mentioned services and there is no implied agreement or covenant on the part of the Developer and the Owners than the terms and conditions expressly provided under this agreement.

44. **ALTERATION WORK: -**

The Unit Purchaser/s agrees not to make any demand, any change / alteration in the existing plans. The Unit Purchaser / s shall not make any changes in the plan of the unit annexed herewith. The Developer at the request of the Unit Purchaser /s may carry out any alterations in the Unit agreed to be purchased by the Unit Purchaser in terms of these presents, provided the estimated amount required for the said alterations is paid / deposited to the Developer in advance, however, to remove any doubt, it is agreed by the parties hereto in general and Unit Purchaser in particular that the option to carry out or not the alterations in the Unit proposed by the Unit Purchaser shall vest and continue to be vested with the Developer and as such the Developer is not / shall not be bound to carry out any alterations in the Unit proposed by the Unit Purchaser and Developer is not / shall not be liable to give any reasons / explanations in case the Developer decides not to carry out, such proposed alterations. The Developer shall not refund any amount for deleting any items of specifications and amenities on request of the Purchaser / s.

45. **TITLE OF THE SAID PROPERTY: -**

The Developer has made a full and true disclosure of the said property as well as the encumbrances, if any, known to the Developer. The Developer has also disclosed to the Unit Purchaser nature of its right, title and interest or right to construct building. The Developer has also given inspection of all the original documents to the Unit Purchaser as required by the law. The Builders and Developers have also requested the Unit Purchaser to carry out the search and to investigate the title by appointing his / her / their own advocate. The Unit Purchaser having acquainted himself / herself / themselves with all the facts and right of the Developer has entered in to this agreement.

46. **SPECIFICATIONS OF THE UNIT: -**

The Specifications of the Unit and the fixtures, fittings and the amenities to be provided by the Developer to the said Unit or to the said building are described in the Schedule IV given herein below, and the Unit Purchaser/s shall not be entitled to any extras. If any other extra fittings, fixtures or amenities are provided by the Developer as per the request of the Unit Purchaser/s, the Unit Purchaser/s shall be bound to pay the extra price for such additions as per the bills of the Developer. The bills raised by Developer shall be final. The specifications / amenities may be changed suitably by the Developer depending on the availability of building materials, site conditions and / or changes in Government policies or laws or rules for which changes the Developer shall not be bound or held responsible or liable for doing, providing or performing any acts, matters, services, amenities or extra works for the Unit Purchaser/s other than those expressly appearing in this Agreement. Whatever design, elevation, layout, trees, lawns colour scheme etc shown in Brochure & Pamphlet of this scheme are only for aesthetic value and advertisement and the Developer has explained this fact to the Unit Purchaser/s and is not bound to provide the same and except as expressly provided under this agreement. It is specifically understood that the Brochure / s published by Developer from time to time in respect of the scheme is just an advertisement material and contain various features such as furniture layout in tenement, vegetation and plantation shown around the building, scheme, colour scheme, vehicles etc. to increase the aesthetic value only and the Developer are not obliged to / nor have agreed to provide the same. The balconies as shown in the sanctioned plan or pamphlet may be either kept as balconies or may be enclosed at discretion of the Developer. The Developer shall be entitled to allot or grant rights of exclusive use of all or any of them limited / restricted common areas and facility to any of the Unit Purchaser/s as the Developer may determine and such area of facility so reserved for exclusive use by such Unit purchaser/s shall be restricted facility and area for the said Unit Purchaser/s and shall be available for use and enjoyment to the concerned Unit Purchaser/s to the exclusion of the other Unit Purchaser/s.

47. **MEASUREMENT OF THE SAID ACCOMMODATION : -**

It is specifically agreed between the parties hereto that, in this agreement wherever area of the said Accommodation are mentioned is Carpet area. The purchaser/s shall inspect and verify the said carpet area on his / her / their own and shall not raise any objection. It is agreed between the parties that the agreed consideration of the said accommodation is on lump sum basis. At the time of taking the possession of the said Accommodation by the Purchaser/s shall, at his/her/their own discretion, get measured the area of the said Accommodation and if any difference in the area is found then the consideration of the said Accommodation shall be adjusted accordingly and either Developers or Purchaser/s as the case may be refund or pay the differential amount. The increase or decrease of 3% in area shall be sustained by the respective parties and no additional consideration shall be payable. Notwithstanding anything contents in these presents, it is agreed by and between the parties hereto that, the Developer herein has agreed to sell and purchaser/s herein has agreed to purchase the said accommodation/unit alongwith appurtenances thereto on ownership basis for the lump-sum consideration and which is agreed between the parties hereto, on the basis of the carpet area of the said accommodation/unit.

48. **MORTGAGE OF THE SAID PROPERTY: -**

The Unit Purchaser hereby consents and authorizes the Developer for raising any additional finance by way of mortgage of the said property or project or any portion thereof as and when so deemed necessary by the Developer. At any stage during the implementation of the project the Developer shall be at liberty to sale, assign or transfer or otherwise deal with their right title and interest in the said property and building/s to be constructed thereon provided the same does not adversely affect or prejudice the rights granted in favour of the Unit Purchaser in respect of the said unit agreed to be purchased by him / her in terms of this agreement.

49. **INVESTOR AGREEMENT :-**

The Purchaser/s has/have informed the Developer that the Purchaser/s is/are the Investor/s and hence the Purchaser/s reserve/s his/her/its/their right to claim Stamp Duty set off/ adjustment of Stamp Duty paid by the Purchaser/s on these presents in terms of Article 5 (g-a)(ii) of Schedule I to the Bombay Stamp Act, 1958 in the event the Purchaser/s assign/s the benefit of this Agreement and his/her/their/its interest in the said Unit to a subsequent Purchaser.

50. **T.D.S. DEDUCTION :-**

As per finance Act 2013, Sec 194 IA of the Income Tax Act 1961 sale price of the said Unit exceeds above or equal to Rs.50,00,000/-, all installments towards the agreed sale price paid by the Purchaser/s herein shall be subject to deduction of "Tax Deducted at Source" (TDS) as amended/applicable from time to time and it is

the responsibility of the Purchaser/s to deduct and pay the TDS under this Agreement on the stipulated dates.

51. **MARKET VALUATION FOR THE PURPOSE OF STAMP DUTY: -**

Although consideration of the referred Unit is Rs. -----/- (Rupees ----- Only) Stamp Duty and Registration fee is paid on Purchase value, which is higher than Market value of the unit mentioned in the ready reckoner as provided with the office of Sub-Registrar, Haveli and after taking into consideration the percentage increase on and above the carpet area, as per guidelines / directions of Sub-Registrar, Haveli.

SCHEDULE I ABOVE REFERRED TO

(Description of the said property)

ALL THAT PIECE AND PARCEL OF property property bearing Sub Plot No. 69 out of Final Plot No. 548, corresponding to City Survey No. 1187/69/1, admeasuring 834 sq.mtr. i.e. 8980 sq.ft. situated at village **BHAMBURDA (SHIVAJINAGAR)** of City of Pune, Tal. Pune City, Dist. Pune within the registration District of Pune, Sub Registration District, Taluka Haveli, within the limits of Pune Municipal Corporation, Pune, with all appurtenances thereto and easementary rights and bounded as under :-

On or towards East :: Jangli Maharaj Road

On or towards South :: Ghole Road

On or towards West :: CTS No. 1187/69/2 &
1187/68, Shivajinagar, Pune

On or towards North :: CTS No. 1187/67, Shivajinagar, Pune

Alongwith all easementary rights and any other rights attached to the said Property including TDR, FSI, the existing structure etc.

SCHEDULE II ABOVE REFERRED TO

Flat/Shop/Office No. _____, in SAI SQUARE

FLOOR _____ BUILDING - _____

admeasuring area about _____ SQ.MTRS . i.e. _____ SQ.FT sq. ft. enclosed

balcony admeasuring about _____ Sq. Mtrs. and open balcony admeasuring about _____ Sq. Mtrs

Consisting of _____

SCHEDULE – III ABOVE REFERRED TO**(A) COMMON FACILITIES :**

1. RCC Frame work structure of the building.
2. Drainage and water line network.
3. Electric meters and water meter/s connected to common lights, water connections, pump set, etc.
4. Light points outside the building and the staircase/s as well as those in the common parking space.
5. One number of water reservoir of adequate capacity at ground floor with water pump connected to the one overhead water tanks.
6. One stairway from ground floor leading to top floor.
7. Parking space at Ground Floor situated shown as “Common Parking Space” and the plan of the same is annexed herewith as Annexure C by stating common parking space.

(B) RESTRICTED AREAS AND FACILITIES :

1. Excluding the Common Parking Space, all the remaining parking space at Ground Floor level shall be restricted and the Promoters herein shall have exclusive right to allot the same to any accommodation holder in the building or otherwise.
2. Adjacent terraces as shown on the Annexure C shall be restricted and shall be for exclusive use of such respective tenement holders.
3. The Promoters herein shall have exclusive right to convert terraces of the building as per present sanctioned building plan into constructed accommodation/s by using remaining FSI of the said land or by bringing in TDR if any on the said land.
4. Top Terrace of the building shall be restricted and the Promoters herein shall have exclusive right to allot the same to the tenement holder in the building, or has a right to use the same for any purpose including as the terrace or to install hoardings/ space for advertisement or for installing or for installing Tower and cabin for Mobile/WLL Companies on the terms and conditions as the Promoters may think fit and proper.
5. The space being duct is restricted areas and the Promoters herein shall have exclusive right to allot the same to the tenement holder in the building for open to sky parking purpose or otherwise.
6. All areas etc. which are not covered under aforesaid head “Common areas and Facilities” are restricted areas and facilities which include, the marginal open spaces,

terraces, car-parkings within the said land and in the building/s which is/are under construction on the said land is reserved and Promoters shall have exclusive rights to attach the same in part or in full to any unit or to convert the Restricted Area into Common Area or vice-versa.

SCHEDULE – IV ABOVE REFERRED TO
SPECIFICATIONS & AMENITIES FOR SAID ACCOMODATION

FOUNDATIONS	::	Foundation as per R.C.C. Consultant's recommendation.
STRUCTURE	::	R.C.C. framed building structure with slabs and lintels.
WALLS	::	External walls in 6" thick brick masonry and internal walls in 4" or 6" brick masonry work in cement mortar.
FLOORING	::	2 x 2 Ceramic Flooring Tiles of plain colour with skirting as per Promoters' discretion in the said accommodation.
DOORS	::	Main door will be a flush door with venier skin. All windows will be Aluminum Sliding type with M.S.grill.
TOILETS	::	Ceramic flooring as per Promoters' discretion and dado up to lintel level coloured glazed tiles in toilets.
ELECTRICALS	::	Sufficient light points in concealed wiring.
PLUMBING	::	Concealed Plumbing.
WATER SUPPLY	::	PMC water supply to underground tank. Pump set to pump water from underground water tank to overhead water tank.
PLASTERING	::	Neeru finished internal wall and sand finished external wall.
PAINTING	::	Dry distemper on internal walls, cement paint on external walls and windows as applicable.

Note :

1. The aforesaid specifications are general and will be provided in the residential accommodation as suitable in accommodation as per the discretion of the Promoters.
2. Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item.

IN WITNESS WHEREOF the parties hereto have unto set and subscribed their respective hands and seals this day and year first herein above mentioned.

M/S. SAIESHWAR PROJECTSS

through its Partners

1) SHRI. VIJAY NARAYAN JALAN

2) SHRI. RAJENDRA SHAMSUNDAR BIHANI

3) SHRI. SHRIKANT HIRALALJI UNECHA

“THE PROMOTERS / OWNERS”

1) _____

2) _____

“THE PURCHASER/S”

In the presence of Witnesses :-

1. Sign _____
Name _____
Add. _____

2. Sign _____
Name _____
Add. _____

Annexure "A"

Title Certificate

Annexure "B"

Copy of the Floor Plan

Annexure "C"

Commencement Certificate

Annexure "D"

Copies of the Property Card extract

Annexure "E"

Letter of Consent

Annexure "F"

Layout Plan