

FOR GANRAJ HOMES

[Signature]

PARTNER

[Signature]

AGREEMENT FOR SALE

AGREEMENT FOR SALE made at Pune this _____ day of _____ in
the Christian Year Two Thousand and Seventeen.

BETWEEN

1) GANRAJ HOMES LLP., (PAN NO. AAPFG7304Q) a Limited Liability Partnership registered under the provisions of Limited Liability Partnership Act, 2008, (formerly known as GANRAJ HOMES PVT. LTD., a Private Limited Company), having its office at San Mahu Complex, 5, Bund Garden Road, Pune – 411 001, by the hand of one of its Designated Partners SHRI.SUBHASH SITARAM GOEL or SHRI.RAHUL SURESHCHAND GARG, hereinafter referred to as "**the Promoter**" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said LLP and its successors-in-interest] **OF THE FIRST PART;**

AND

(2) M/S.KALYANEE FORTUNE CONSTRUCTIONS, (PAN NO. AALFK9451E) a partnership firm having its Registered Office at 3AA, Edena Building, 97, M. K. Road, Marine Lines, Mumbai 400020, by the hand of its Partners (1) SHRI. KISHORE BHURMALJI JAIN and (2) SHRI. NILESH SHAMLAL AGARWAL, hereinafter referred to as "**the Co-promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of such last survivor or his / her or their assigns) **OF THE SECOND PART;**

AND

1 MRS. _____
AGE : _____ YEARS
OCCUPATION: _____
PAN NO: _____
CONTACT NO. _____
E MAIL : _____

2 MR. _____
AGE : _____ YEARS
OCCUPATION: _____
PAN NO: _____
CONTACT NO. _____
E MAIL : _____
ADDRESS: _____

Hereinafter referred to as "**the Purchaser/s/ Allottee/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) **OF THE THIRD PART;**

WHEREAS the Co-Promoter abovementioned is the sole and absolute Owner of and is absolutely seized and possessed of the contiguous block of land admeasuring Hectares 02=63.54 Ares equivalent to 26354 sq.mtrs or thereabouts formed of a portion admeasuring Hectares 02=03.54 Ares of land admeasuring Hectares 02=08 Area bearing Survey No.41 Hissa No.1 and of the lands admeasuring Hectares 00=40 Ares and Hectares 00=20 Ares bearing Hissa Nos.2/14 and 2/1 respectively of land bearing Survey No.41, situate, lying and being at Village Sus within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Sus and which contiguous block is more particularly described in the First Schedule hereunder written and hereinafter referred to as "**the said Larger Land**", copies of the Extracts of Village Form VII/XII in respect of the said Lands bearing Survey No.41 Hissa No.1 , Survey No.41 Hissa No.2/14 and Survey No.41 Hissa No.2/1, Sus are annexed hereto and marked as "**Annexure – A**";

AND WHEREAS vide an Agreement dated 10/10/2013 (duly registered at Serial No.7047 of 2013 with the Sub-Registrar of Assurances, Haveli XXIII, Pune) made by and between the Co-Promoter herein of the One Part and the Promoter herein of the Other Part, the Promoter hereinabove have agreed to cause development of the said Land on the terms and conditions therein contained, whereby, the obligation to carry out construction and development is entirely undertaken by the Promoter, with all its assurances and responsibilities with respect to compliance under the provisions of the Real Estate (Regulation and Development) Act, 2016 along with all central and state made rules contained therein or otherwise, whether in the present or the future except the responsibility of the title to the Larger land described hereinabove, which is undertaken by the Co-Promoter,

AND WHEREAS all the facts and circumstances pertaining to Devolution of Title of the Co-promoter to the said Larger land and the beneficial title of the Promoter to the same are set out in the Certificate of Title issued by the Advocates of the Promoter, M/s Rajiv Patel & Associates, a copy whereof is annexed hereto as **Annexure "B"**;

AND WHEREAS the Office of the Collector (Revenue Branch), Pune vide his Order dated 12/11/2014 bearing No.PA-MA-A/NA/SR/136/201 has granted permission for conversion of the user of the said Larger land admeasuring 26354 sq.mtrs from "agricultural" to "non-agricultural purpose of residential" under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966, a copy whereof is annexed hereto as **Annexure "C"**;

AND WHEREAS the Pune Metropolitan Regional Development Authority, Pune has sanctioned the layout and building layout plans in respect of the said Larger land vide the conditions mentioned in the Annexure to the Letter No.CR.NO.616/16-17/MOUZA SUS MULSHI/S.NO/G.NO/CTS NO.41/1 AND ORS dated 25/10/2016, a copy whereof is annexed hereto as **Annexure "D"**;

AND WHEREAS the said sanctioned layout in respect of the said Larger Land admeasuring 26354 sq.mtrs. includes an area of Amenity Space admeasuring 3626.53 sq.mtrs, area admeasuring 960.69 under 24 Meter Road, area admeasuring 770.44 sq.mtrs under 30 Meter D.P.Road and area admeasuring 446.00 sq.mtrs under Green Belt;

AND WHEREAS after deducting the aforesaid areas under Amenity Space, Roads and Green Belt, the net plot area admeasures **20550.34 sq.mtrs**, which is hereinafter referred to as "**the said Land**" and the same is more particularly described in the **Second Schedule** hereunder written;

AND WHEREAS the Promoter has commenced construction on the said Land in accordance with the said plans sanctioned and approved by Pune Metropolitan Regional Development Authority, Pune and the Project which will be constructed on the said Land in accordance with the sanctioned plans will be known as "**GANGA ACROPOLIS**" (hereinafter referred to as "**the said Project**") and whereas the said Project consists of 6 (Six) buildings, the details of which are listed hereinbelow;

AND WHEREAS the said project to be implemented by the Promoter on the said Land shall consist of construction of the said Buildings "A", "B", "C", "D", "E" and "F" and provision of necessary infrastructure thereto and sale of the Residential Flats therein, (which is hereinafter referred to as "**the Said Project**");

AND WHEREAS details of the said Project are as under:-

	No. of Floors	Floors in respect of which building plans have been sanctioned	Floors in respect of which building plans are yet to be sanctioned
Building "A"	Parking + 7 Floors	Parking + 7 Floors	Nil
Building "B"	Parking + 7 Floors	Parking + 7 Floors	Nil
Building "C"	3 Parking Floors + 18 Floors	3 Parking Floors + 18 Floors	Nil
Building "D"	3 Parking Floors + 18 Floors	3 Parking Floors + 18 Floors	Nil
Building "E"	3 Parking Floors + 18 Floors	3 Parking Floors + 18 Floors	Nil
Building "F"	Future Development	—————	—————

AND WHEREAS while sanctioning the said Building Layout and Building Plans the Pune Metropolitan Regional Development Authority (PMRDA) has laid down certain terms, conditions, stipulations and restrictions which

are to be observed and performed by the Promoter while developing the said Project and upon due observance and performance of which only the Completion Certificate in respect of the said Project shall be granted by the said Office;

AND WHEREAS since the said Project is an "ongoing" Project the Promoter proposes to apply to the Maharashtra Real Estate Regulatory Authority within the stipulated period under the provisions of Section 3 of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS subject to what is stated above, the Promoter has received all the approvals from the concerned authorities for implementation of the said Project and the Promoter shall take all steps and do all acts, matters or things necessary for obtaining Completion Certificate in respect of the said Project after the physical completion thereof;

AND WHEREAS in the circumstances, the Promoter is entitled develop the said Project and sell the flats in the said Project and as such, the Promoter and Co-Promoter are entitled to enter into Agreements For Sale with flat purchasers and both are entitled to receive the sale consideration in respect thereof;

AND WHEREAS the Promoter has entered into a standard Agreement with DWP INTERICS PRIVATE LIMITED, ARCHITECTS who are registered with the Council of Architects under the Architects Act, 1972 and such Agreement is in accordance with the agreement prescribed by the Council of Architects and the Promoter has appointed DESIGN WERKZ ENGINEERING PRIVATE LIMITED, for the preparation of the structural design and drawings of the said Project and the Promoter accepts the professional supervision of the said Architects and the said Structural Engineer till the completion of the said Project ; provided however, the Promoter reserves the right to change the said Architect and Structural Engineers at any time before the completion of the Project;

AND WHEREAS the Purchaser/s/ Allottee/s has/have demanded from the Promoter and the Promoter have given inspection to the Purchaser/s/ Allottee/s of all the documents of title relating to the said Land , the plans, designs and specifications in respect of the said Project and the Flat hereby agreed to be sold and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the Purchaser/s/ Allottee/s hereby confirm/s that the Promoter has handed over to the Purchaser/s/ Allottee/s a draft of this Agreement along with all Schedules and Annexures required to be attached thereto before purchasing the Flat and only after reading and having understood and having agreed to the contents of such draft along with all Schedules and Annexures, the Purchaser/s/ Allottee/s is/ are entering into this Agreement for purchase of the Flat;

AND WHEREAS pursuant to discussions by and between the parties hereto, the Promoter has agreed to sell the Residential Flat having a carpet area (as defined below) of -----sq.mtrs. bearing No. ----- situate on ----- floor in "-----" Building in the said Project known as "**GANGA ACROPOLIS**" under construction by the Promoter on the said Land on the terms and conditions mutually agreed upon and set out in this Agreement for Sale;

AND WHEREAS the Purchaser/s/ Allottee/s has/have agreed to purchase the residential Flat admeasuring -----sq. mtrs carpet area bearing No. ---- -- to be situate on the ----- floor of Building "-----" of the said Project known as "**GANGA ACROPOLIS**" under construction by the Promoter on the said Land TOGETHER WITH the enclosed balcony admeasuring -----sq.mtrs, and the attached balcony/ dry balcony admeasuring -----sq.mtrs TOGETHER WITH the exclusive right of user of the Open Terrace at eye-level having an area of -----sq. mtrs appurtenant thereto AND FURTHER TOGETHER WITH the exclusive right of user of ----- covered Car parking space situate in the Basement/ Parking Floor of the said Building (the said residential Flat along with the enclosed balcony, attached balcony/ dry balcony and attached Terrace is hereinafter referred to for the sake of convenience and brevity as "**the said Unit**") on the terms and conditions set out hereinafter and whereas the said Building "-----" in which the said Unit is housed is hereinafter referred to as "**the said Building**" and whereas the said Unit is more particularly described in the **Third Schedule** hereunder written;

AND WHEREAS following documents have been Annexed to this Agreement, details of which are as follows :- .

Annexure "A" – Copies of the Extracts of Village Form VII/XII in respect of the lands bearing Survey No.41 Hissa No.1, Survey No.41 Hissa No.2/14 and Survey No.41 Hissa No.2/1, Sus.

Annexure "B" - Copy of the Certificate of Title of the Promoter to the said Larger Land issued by the Advocate of the Promoter.

Annexure "C" - Copy of the "N.A." Order in respect of the said Lands.

Annexure "D" - Copy of the Sanctioned Layout of the said Project.

Annexure "E" - Copy of the internal plan of the said Unit agreed to be purchased by the Purchaser/s/ Allottee/s.

Annexure "F" – Copy of the Environmental Clearance Certificate

Annexure "G" – Registration Certificate of the LLP i.e. **GANRAJ HOMES LLP.**, i.e. No.1 of the Promoter and

AND WHEREAS, the Promoter and Purchaser/s/ Allottee/s have relied on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Unit with the Purchaser/s/ Allottee/s being, in fact, these presents and also to register the Agreement under the Registration Act, 1908;

NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. The Promoter has started with the construction work of the said Project on the said Larger Land more particularly described in the First Schedule hereunder written.
2. The Promoter shall construct the said Project and the said Unit in accordance with the plans sanctioned by the concerned Authorities and in accordance with the terms and conditions mentioned in this Agreement.
3. The Purchaser/s/ Allottee/s hereby declare/s that before execution of this Agreement, the Promoter has made full and complete disclosure and the Purchaser/s/ Allottee/s has/have taken full and free inspection of, inter-alia, the following:
 - a) Nature of the title of the Co-Promoter to the said Land along with the relevant Documents.
 - b) All the plans sanctioned by the concerned Planning Authorities in respect of the said Project proposed to be constructed on the said Land.
 - c) The common Amenities and facilities of the said Project.

- d) Nature and particulars of fixtures, fittings, and amenities to be provided in the said Unit hereby agreed to be sold.
 - e) The nature of organization of persons to be constituted of all Purchaser/s/ Allottee/s of Units in the said Project to which title is to be passed being a Co-operative Housing Society governed by the provisions of the Maharashtra Co-Operative Societies Act, 1960.
- 4) The Purchaser/s/ Allottee/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter, the Purchaser/s/ Allottee/s, with full knowledge thereof, has/have entered into this Agreement.
- 5) The Promoter declares that:
- (a) The said Unit and the said Project shall be constructed in accordance with the plans and specifications approved and sanctioned by the concerned Planning Authorities. The said Unit shall be built as per the specifications, which are set out in the **Sixth Schedule** hereunder written.
 - (b) Possession of the said Unit agreed to be purchased by the Purchaser/s/ Allottee/s shall be handed over to the Purchaser/s/ Allottee/s by the Promoter on or before **31st December 2019** provided that the Purchaser/s/ Allottee/s shall have made payment of the installments towards the purchase price along with the applicable Taxes and other charges/deposit as mentioned in **Clause Nos. 20 & 21** of this Agreement as agreed upon without delay at the times stipulated for payment therefor.
 - (c) The carpet area of the said Unit shall be **—sq. mtrs.** For the purposes of this Clause and this Agreement, "carpet area" shall mean the net usable floor area of the said Unit, excluding the area thereof covered by the external walls, areas under service shafts (if any) exclusive Balcony area and exclusive Open Terrace at eye-level but includes the area covered by the internal partition walls [including Column within the Unit] of the said Unit. The carpet area of the said Unit shall be subject to a variation of $\pm 3\%$.
 - (d) The Promoter shall, within the time prescribed therefor under the provisions of Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder,

take necessary steps for formation of a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 of all the Purchaser/s/ Allottee/s of units in the said Project.

As stated above, the carpet area of the said Unit (as defined under the said Act) is —sq.mtrs.. However, the Promoter has already entered into Agreements for Sale of certain Flats in "GANGA ACROPOLIS" with the respective purchasers thereof under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963. In such Agreements entered into by the Promoter under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963, the carpet areas of such Flats have been shown as per the definition of "carpet area" then prevailing. Only for the limited purpose of one yardstick being employed for working out/ determining, the respective pro-rata shares of all the purchasers of Flats in "GANGA ACROPOLIS" towards the expenses and outgoings of the Common Areas and Facilities of the said Project, the Promoter clarifies that the "carpet area" of the said Unit hereby agreed to be sold by the Promoter to the Purchaser as worked out under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 is —sq.mtrs..

- 6) The said Unit hereby agreed to be sold is intended and shall be used for permissible residential purposes only and the Purchaser/s/ Allottee/s undertake/s that the said Unit shall not be used by the Purchaser/s/ Allottee/s for any other purpose whatsoever. The Purchaser/s/ Allottee/s shall not enclose Open Terrace and/or Covered Parking Space or to utilize the Parking Space for any purpose other than for Parking of Vehicles. The said Open Terrace at eye-level and the said Covered Parking Space shall be deemed to be appurtenant to the said Unit.
- 7) The Purchaser/s/ Allottee/s hereby accept/s and shall always be deemed to have accepted the title of the Co-Promoter to the said Land and he/she/ they agree/s not to raise any requisition or objection in respect thereof.
- 8) As mentioned above, the Purchaser/s/ Allottee/s has/have agreed to purchase / acquire said Unit bearing No. — on — floor, in Building "—" in the said Project to be known as "GANGA ACROPOLIS" at or for the mutually agreed total lumpsum consideration of Rs. —/- (Rupees — Only) including the proportionate

price of the Common Amenities and facilities which are more particularly described in the **Fourth Schedule** hereunder written.

- 9) The above price does not include expenses for Stamp Duty, Registration Fees and Charges, Service Tax, Value Added Tax (VAT), and the amounts specified in **Clause Nos. 20 & 21** herein below. The sale of the said Unit is on the basis of Carpet area only. The Purchaser/s/ Allottee/s shall make payment of the said agreed consideration amount along with the applicable Taxes by local Cheques / Demand Drafts / Bank Pay Orders drawn /issued on/in the name of _____ in respect of the price of the said flat according to the Schedule of Payments set out in the **Fifth Schedule** hereunder written. The Promoter shall have a first charge/ lien on the said Unit to the extent of all amounts receivable by the Promoter from the Purchaser/s/ Allottee/s under the terms hereof. It is hereby clarified that the Promoter 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 Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the **Fifth Schedule** hereunder written and to demand from the Purchaser/s/ Allottee/s the aggregate of the installments towards the agreed consideration amount along with the applicable Taxes as mentioned in the **Fifth Schedule** hereunder written.
- 10) The Promoter shall hand over the Possession of the said Unit to the Purchaser/s/ Allottee/s within the date specified in Clause No 5 (b) above and will complete the said Project on or before **31st December 2022.**
- 11) The mutually agreed consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the Collector/ Pune Metropolitan Regional Development Authority (PMRDA) and/or any other increase in charges which may be levied or imposed by the said Development Authority / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s/ Allottee/s for increase in development charges, cost, or levies imposed by the said Development Authority the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s/ Allottee/s, which shall only be applicable on subsequent payments.
- 12) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which

may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Purchaser/s/ Allottee/s, obtain from the Pune Metropolitan Regional Development Authority (PMRDA) Completion Certificate / Occupation Certificate in respect of the said Unit.

13)The Promoter hereby declares that the total Floor Space Index (FSI) (inclusive of the FSI already made available by paying premium) in respect of **"GANGA ACROPOLIS"** is **31250.31 sq.mtrs.**, out of which **27623.78 sq mtrs** of Floor Space Index has been sanctioned by the Pune Metropolitan Regional Development Authority (PMRDA), under the plans sanctioned vide the conditions mentioned in the Annexure to the Letter No.CR.NO.616/16-17/MOUZA SUS MULSHI/S.NO/G.NO/CTS NO.41/1 AND ORS dated 25/10/2016. The Promoter has planned and will consume the said sanctioned FSI of **27623.78 sq mtrs** for completing **Building "A" (Parking + 7 Floors – 14 Flats), Building "B" (Parking Floor + 7 Floors – 14 Flats), Building "C" (3 Parkings + 18 Floors – 72 Flats) and Building "D" (3 Parkings + 18 Floors – 108 Flats) and Building "E" (3 Parkings + 18 Floors – 72 Flats)**. The balance Floor Space Index (FSI), the sanction in respect of which will be procured later will be consumed for the proposed **Building "F"**.

14)The Promoter hereby represents and warrants to the Purchaser/s/ Allottee/s as follows:

- i. The Promoter has requisite right to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the said Project;
- ii. The Promoter has lawful right and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
- iii. There is no litigation pending before any Court of law with respect to the said Land;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the said Project and said Land are valid and subsisting and have been obtained by following

due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project and said Land shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project and said Land.

- v. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s/ Allottee/s created herein, may prejudicially be affected;
 - vi. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project and said Land which will, in any manner, affect the rights of Purchaser/s/ Allottee/s under this Agreement;
 - vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s/ Allottee/s in the manner contemplated in this Agreement;
 - viii. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project and said Land to the Competent Authorities;
 - ix. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Project and said Land.
- 15)The Co-Promoter hereby represents and warrants to the Purchasers /Allottees that the title of the Co-Promoter to the said land is free, clear and marketable.
- 16)The Purchaser/s/ Allottee/s hereby agree/s to pay all amounts due and payable under this Agreement within 15 days from the date of receipt of intimation by way of E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement and Telephonic Messages on the cell phone number of the Purchaser/s/ Allottee/s mentioned in this Agreement. It is hereby agreed that the time for payment of all dues under this Agreement by the Purchaser/s/ Allottee/s to the

Promoter is the essence of the contract. It is hereby expressly agreed that if, for any reason whatsoever, the Purchaser/s/ Allottee/s fail/s or delay/s to make payment of any of the said dues within a period of fifteen days from the date of receipt of intimation given by the Promoter, then Purchaser/s/ Allottee/s agrees to pay interest as specified in the Rules (2% + State Bank of India highest Marginal Rate of Interest) on all the delayed payments from the date the said amount is payable till the date of payment. However if the Purchaser/s/ Allottee/s commit/s three defaults of any such payment of installments, the Promoter shall at his own option, may terminate this Agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser/s/ Allottee/s, by E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement and Telephonic Messages on the cellphone number of the Purchaser/s/ Allottee/s mentioned in this Agreement of the Promoter's intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter and Co-Promoter shall refund without interest to the Purchasers / Allottees the amounts paid by Purchasers/Allottees, after deducting therefrom a sum of Rs.2,00,000/- (being the agreed quantum of liquidated damages which shall stand forfeited by the Promoter and Co-Promoter) within a period of thirty days of such termination. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoter and Co-Promoter. The Allottees shall only have a money claim simplicitor on the Promoter for refund of all such amounts due to the Purchasers /Allottees from the Promoter. The Promoter as well as Co-Promoter shall be fully entitled to deal with and dispose off the said Unit in such manner as they deem fit and proper without recourse or reference to the Purchasers / Allottees.

- 17) Simultaneously with the execution of this Agreement, the Purchaser/s shall be obliged to pay to the Promoter applicable Goods and Service Tax (GST), in terms of the provisions of Central Goods and Service Tax Act, 2017 / Integrated Goods and Service Tax Act, 2017 / Maharashtra Goods and Service Tax Act, 2017 or rules framed there under or any other law for the time being in force for the purpose, of the agreed sale / purchase price of the said Apartment. The said amount shall be paid by the Promoter to the Government as prescribed by the law. The Purchaser/s shall make

payment of GST applicable to the said Apartment at the rate prescribed by Law at the time of execution of these presents. If, however, at any time hereafter, the rates of such Goods and Service Tax (GST) are increased or decreased by the Government, the amount payable by the Purchaser/s to the Promoter under this Clause shall vary accordingly. In addition to the above, the Purchaser/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Apartment by the Promoter to the Purchaser/s before or after taking the possession of the said Apartment as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Allotee/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Purchaser/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Purchaser/s hereby agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Purchaser/s of any such taxes, duties etc.

18) As stated above, the Promoter shall give possession of the Unit to the Purchaser/s/ Allotee/s on or before **31st December 2019**. If the Promoter fails or neglects to give possession of the Unit to the Purchaser/s/ Allotee/s by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/s/ Allotee/s the amounts already received by him in respect of the said Unit with interest (2% + State Bank of India highest Marginal Rate of Interest) from the date the Promoter received the sum till the date the amounts and interest thereon is repaid and the Co-Promoter shall be liable for refund only the amount of consideration received to its share... The said amount and interest shall be charged on the said Unit to the extent of amounts due, but subject to any prior encumbrances. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the said Unit is to be situated is delayed on account of –

- i) War, Civil Commotion or Act of God.
- ii) Any notice, order, rule, notification of Government, Municipal or other Public or Competent Authority which prevents the Promoter from carrying out with the work of development and construction on the said Land.
- iii) Any delay on the part of the Pune Metropolitan Regional Development Authority (PMRDA), Office of the Collector Pune or any other Public Body or

Authority including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said Land.

- iv) Any additional work in the said Unit undertaken by the Promoter at the instance of the Purchaser/s/ Allottee/s.
- v) Any Delay or default by the Purchaser/s/ Allottee/s in making payments as per terms and conditions of this Agreement (without prejudice to the right of the Promoter to terminate this agreement under Clause 15 mentioned herein below).
- vi) Any other reasons beyond the control of the Promoter.

19) The Promoter shall offer the possession of the Unit to the Purchaser/s/ Allottee/s in terms of this Agreement in writing within seven days of receiving the Completion Certificate and the Purchaser/s/ Allottee/s shall take possession within fifteen days of the Purchaser/s/ Allottee/s receiving such intimation and upon failure of the Purchaser/Allottees to pay the balance consideration and/or taking of possession, the Promoter shall be entitled to terminate these presents. The Promoter shall give possession of the Unit to the Purchasers / Allottees only after the Purchasers / Allottees have paid to the Promoter all amounts along with all applicable taxes and deposits under this Agreement. The Promoter agrees and undertakes to indemnify the Purchasers/Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchasers/Allottees shall take possession of the said Unit after inspecting the same and satisfying itself / herself / themselves that the same has been constructed in accordance with the Building Plans sanctioned in respect thereof, that the carpet area thereof is as mentioned herein (subject to a variation of $\pm 3\%$) and that the same has been provided with the Amenities agreed upon and that the quality of the workmanship and material used is of the requisite quality. Subject to what is stated above, save and except any latent defects which become visible during the said defect liability period, the Promoter shall not be obliged to entertain any complaint or claim made by the Purchasers/Allottees in respect of the said Unit after possession thereof has been handed over to the Purchasers/Allottees.

- 20) On or before taking possession of the said Unit hereby agreed to be sold/ purchased, the Purchaser/s/ Allottee/s shall deposit with the Promoter a sum of **Rs. -----/-** (Rupees -----
-----Only) per square mtrs. on the carpet area of the said Unit. The Promoter shall deposit the said Deposit and the other similar deposits received from the other Purchaser/s/ Allottee/s of Units in the said Project in a separate bank account opened for that purpose and shall transfer all amounts lying in such account to the account of the Society to be formed of all Purchaser/s/ Allottee/s of Units in the said Project. The said deposit shall be utilized for the building up of a fund of the Society for major repairs/ maintenance of the Common facilities and infrastructural of the said Project in future. The interest accrued on such Deposits shall be applied for meeting all the expenses and outgoings as set out in the **Seventh Schedule** hereunder written for the maintenance / repair / improvement of the Common Areas and Facilities of the said Project as set out in the **Fourth Schedule** hereunder written. In the event of the interest accrued on such Deposits amount collected being found at any time to be insufficient for maintenance repair and upkeep of the Common Areas and Facilities of the said Project, then the Purchaser/s/ Allottee/s herein and the purchaser/s of other Units shall be obliged to make further contributions as may be derived by the Promoter towards the same, failing which the Promoter shall be entitled to utilize the principal amount of the Deposits for maintenance repair and upkeep of the Common Areas and Facilities of the said Project.
- 21) It is further agreed upon and explained by the Promoter to the Purchaser/s that, Goods and Service Tax (GST) has been made applicable by the Government and will be applicable w.e.f. 01-07-2017 or any other date as per the government policy. The Promoter has already passed on the tax rebate/benefit of GST to the Purchaser/s on the price agreed in the present agreement i.e. the price already been discounted considering the setoff of Goods and Service Tax (GST) to the Promoter. This consideration amount and the setoff mechanism has been explained to the Purchaser/s by the Promoter, and the Purchaser/s has/have verified the same. Hence the consideration amount decided in this agreement is net off Goods and Service Tax (GST). Therefore, the Purchaser/s in no case shall demand any further reduction/rebate/benefit in the agreed price for the said unit and is under obligation to pay such applicable Government charges including the Goods and Service Tax (GST) for the present unit and have no objection for the same. The Purchasers / Allottees shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge and other Taxes as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to

the sale of the said Unit by the Promoter to the Purchasers / Allottees before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Purchasers/Allottees shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Purchasers/Allottees shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Purchasers/Allottees hereby agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Purchasers/Allottees of any such taxes, duties etc.

22) If within a period of **five years** from the date of handing over the said Unit to the Purchaser/s/ Allottee/s, the Purchaser/s/ Allottee/s bring/s to the notice of the Promoter any structural defect in the Unit or the building in which the said Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s/ Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, however, the same shall always be and be deemed to have been subject to reasonable wear and tear, which shall not be treated as a defect. The Purchaser/s/ Allottee/s shall not, without the prior written consent of the Promoter to carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Purchaser/s/ Allottee/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out without the written consent of the Promoter, the liability of the Promoter under the Real Estate (Regulation and Development) Act 2016 to rectify defects automatically shall become void and Purchaser/s/ Allottee/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Solar Heating System, Sewage Treatment Plant, Organic Waste Converter, Sanitary Fittings and C.P. Fittings to be provided by the Promoter in the said Project and/or in the said Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend

beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance as prescribed by the Manufacturer is not attended to by the Co-operative Housing Society formed of the purchasers of Flats/ Units in the said Project. Or the purchaser/s himself/herself/themselves/itself as may be applicable. Further, all/any liability towards the Purchaser/Allottees in respect of all/any of the situations envisaged hereinabove shall be of the Promoter only. The Purchaser/Allottees, at the time of taking possession of the said unit, shall inspect the same to confirm any defect and quality of construction and on such inspection the Allottee shall not be entitled to raise any complaint on account of any natural wear and tear or damage to any part of the flat on account of use by use Allottee.

23) Upon all the Unit Purchaser/s/ Allottee/s in the said Project co-operating and executing necessary papers, the Promoter herein will form a Co-operative Housing Society. The Purchaser/s/ Allottee/s of all Units in the said Project, including the Purchaser/s/ Allottee/s herein, shall become members of such Society. The Purchaser/s/ Allottee/s shall, within seven days from the Promoter calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the Society and Bye-laws thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchaser/s/ Allottee/s as may be required by the authorities concerned or as may be desired by the Promoter to protect the rights and interest of the Promoter and the Purchaser/s/ Allottee/s agree/s to be bound by the said additions and alternations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoter and Purchaser/s/ Allottee/s of the Units may be affected, prejudiced and endangered in any manner or likely so to be.

24) The Purchaser/s/ Allottee/s of all of such Units shall be admitted as members of the said Society which shall be formed with the same rights and the same benefits and subject to the same obligations as those of the Purchaser/s/ Allottee/s herein and other members of such Society without any reservations or conditions. However, it is clarified that before the Purchaser/s/ Allottee/s herein is/are admitted as Members of any such Society, the Purchaser/s/ Allottee/s shall have paid/cleared all his/her/their dues under the terms hereof to the Promoter and /or said Society, including amounts by way of contribution towards the Common Expenses and Outgoings of the said Project.

- 25) The Promoter shall be entitled to entrust the management and control of the said Land and the said Project thereon to an Ad-Hoc Committee of the Unit Purchaser/s/ Allottee/s for looking after maintenance and management thereof only including collection and disbursement of contributions from the Purchaser/s/ Allottee/s of Units in the said Project towards payment of outgoing and expenses referred to herein. In such event, the Promoter shall not be under any obligation or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefor or any matter concerning maintenance or management of the said Land and Project thereon and liabilities in that behalf shall be that of the Ad-hoc Committee of the Unit Purchaser/s/ Allottee/s. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad-hoc Committee shall extend only to manage the said Land and the Project standing thereon and the common areas thereof etc. and pay the outgoings. The entrustment of the management as aforesaid shall not affect the rights of the Promoter provided under this Agreement, nor shall such an act on the part of the Promoter be deemed be a waiver of the rights of the Promoter under this Agreement.
- 26) The Purchaser/s/ Allottee/s hereby irrevocably consent/s and authorize/s the Promoter to represent him/her/them it in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Purchaser/s/ Allottee/s. The Promoter may, till the transfer of the said Land and buildings thereon to the said Society, represent the Purchaser/s/ Allottee/s and his/her/their its interest and give consents, NOC's and do all necessary things in all departments of the Office of the Collector of Pune, PMRDA, Gram Panchayat the Government of Maharashtra, MSEDCL on behalf of the Purchaser/s/ Allottee/s and whatsoever acts done by the Promoter on behalf of the Purchaser/s/ Allottee/s shall stand ratified and confirmed by the Purchaser/s/ Allottee/s and the same shall be binding on the Purchaser/s/ Allottee/s.
- 27) It is hereby clarified that the Promoter herein shall be deemed to be a liasoning agency for applying for all Authorities, local bodies, Office of Collector Pune/ PMRDA, and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such Government body or authority or MSEDCL in providing such amenities, services or

facilities to the Project on the said Land or to the Unit agreed to be sold hereunder.

28) It is hereby expressly agreed that the Purchaser/s/ Allottee/s shall bear the Stamp Duty and Registration Charges payable on this Agreement including the proportionate Stamp Duty, if any, payable on the Deed of Conveyance which shall be executed by the Promoter in favour of the said Society formed of the purchasers of all units in the said Project.

29) The Purchaser/s/ Allottee/s for himself/themselves with intention to bind all persons in to whosoever hand the said Unit may come, doth hereby covenant with the Promoter as follows:

- a) To maintain the said Unit at the Purchaser/s/ Allottee/s's own cost in good tenable repair and condition from the date of possession of the said Unit is taken and shall not do or suffer to be done anything in or to the building in which the said Unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said Unit is situate and the said Unit itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the said Unit any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the building in which the Unit is situate 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 goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Unit is situate including entrances of the said building and in case any damage is caused to the building in which the said Unit is situate or the said Unit itself on account of negligence or default of the Purchaser/s/ Allottee/s in this behalf, the Purchaser/s/ Allottee/s shall be liable for the consequences of the breach.
- c) To carry out at his/her/their own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s/ Allottee/s and shall not do or suffer to be done anything in or to the said Building in which the said Unit is situate or the said Unit itself which may be against the rules and regulations and bye laws of the concerned local authority and/or other public authority. In the event of the Purchaser/s/ Allottee/s committing any act in contravention of the above provision, the Purchaser/s/ Allottee/s shall be

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

- d) Not to make or cause to be made any addition or alteration of whatsoever nature in or to the said Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the said Building in which the said Unit is situate and the Purchaser/s/ Allottee/s shall keep the pipelines, sewers, drains in the said Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the said Unit is situate and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said Unit.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land / building in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to hang clothes to dry outside the windows, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and the building in which the said Unit is housed.
- g) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Unit is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Unit by the Purchaser/s/ Allottee/s for any purposes other than for purpose for which it is sold.
- i) 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 Promoter.
- j) 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.

- k) 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.
 - l) The Purchaser/s/ Allottee/s shall not let, transfer, assign or part with the Purchaser/s/ Allottee/s interest or benefit factor of this Agreement or part with the possession of the said Unit until all dues payable by the Purchaser/s/ Allottee/s to the Promoter under this Agreement are fully paid up and on and only after the Purchaser/s/ Allottee/s has/have been put in possession of the said Unit and only if the Purchaser/s/ Allottee/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s/ Allottee/s has /have procured the prior written permission of the Promoter for any such assignment or transfer.
 - m) The Purchaser/s/ Allottee/s shall observe and perform all the rules and regulations of the Society to be formed of all Purchaser/s/ Allottee/s of Units in the said Project may adopt at its inception and the additions, alterations or amendments thereof and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority such as Gram Panchayat and Office of Collector Pune, PMRDA and other public bodies. The Purchaser/s/ Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.
 - n) Till the transfer of the said Project is executed in favour of the said Co-operative Housing Society to be formed of all the Purchasers in the said Project, the Purchaser/s/ Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and the building thereon or any part thereof to view and examine the state and condition thereof.
- 30) The Promoter shall comply with all the requirements of Pune Metropolitan Regional Development Authority (PMRDA) for sanction of water connections of the requisite capacity for the said Project to be constructed on a part of the said Land and / or for the said Project. However, the Purchaser/s/ Allottee/s herein has been made expressly aware by the Promoter that till such time as such

water connections are procured and sufficient water becomes available for the said Project through such water connections, the requirement of water for the said Project shall be met from other sources, including procurement of water from Water Tanker Agencies and that a pro-rata share incurred for such purchase shall be borne and paid by the Purchaser/s/ Allottee/s.

31) 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 any part thereof. The Purchaser/s/ Allottee/s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all Open spaces, Parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until said Project is transferred to the Society.

32) After execution of the this Agreement , the Promoter shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s/ Allottee/s.

33) The Promoter has expressly informed the Purchasers/ Allottees as under:

- a) That a Tenant Co-partnership Co-operative Housing Society will be formed of the purchasers of Flats in the said Project.
- b) That within the time stipulated therefor under the provisions of the said Act and Rules, such Society will be duly formed and registered.
- c) That within a period of three months from the date of receipt by the Promoter of the Occupancy Certificate of the last Building in the said Project, the Promoter shall convey Buildings "A", "B", "C", "D" "E" and "F" of the said Project in favour of such Co-operative Housing Society.

34) Forwarding this Agreement to the Purchaser/s/ Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s/ Allottee/s until, firstly, the Purchaser/s/ Allottee/s signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s/ Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser/s/ Allottee/s fail/s to execute and

deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s/ Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a Notice to the Purchaser/s/ Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s/ Allottee/s, application of the Purchaser/s/ Allottee/s shall be treated as cancelled and all sums deposited by the Purchaser/s/ Allottee/s in connection there with including the booking amount shall be returned to the Purchaser/s/ Allottee/s without any interest or compensation after deducting a sum of Rs.25,000/- (Rupees **Twenty Five Thousand Only**) towards "Cancellation Charges" and which amount shall stand forfeited .

35)The Promoter shall be entitled to grant lease or licence of any portion of the said Land to any Government/ Semi-Government, Local 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/ Allottee/s herein shall not be entitled to raise any objection to such grant of lease or licence. Conveyance of the said Land and buildings thereon in favour of the Co-operative Housing Society to be formed of all the Purchaser/s/ Allottee/s of Units shall be expressly subject to the rights created under any such Lease or Licence mentioned in this Clause.

36)A portion out of the said Land shall be earmarked for installation of a MSEDCL Transformer/ Sub-Station. Such portion will have to be demised to the MSEDCL for a period of Ninety-Nine years or more. In the circumstances, conveyance of the said Land and Buildings thereon in favour of the Co-operative Housing Society formed of the Purchaser/s/ Allottee/s of Flats/ Units in the said Housing Project shall be expressly subject to such lease of the said portion granted in favour of MSEDCL.

37)The Promoter has expressly informed the Purchaser/s/ Allottee/s that the Promoter proposes to take the following steps for providing water to "GANGA ACROPOLIS":-

a) Dig Borewells and install Submersible Pumps therein for drawing upon the ground water, to recharge such Borewells and to provide Rain Water Harvesting System for the Project.

b) To apply and procure water connection from the Grampanchayat/Town Planning Authority/ Pune Metropolitan

Regional Development Authority (PMRDA), as per their prevailing norms.

The Promoter has not given any implied or expressed warranty as to the quantity of water which shall become available for "GANGA ACROPOLIS".

- 38) The provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder have been brought into effect from 01.05.2017 and whereas as the said Project known as "GANGA ACROPOLIS" is an "on-going" Project, the Promoter herein proposes to apply for Registration of the said Project under the provisions of Section 3 of the said Act within the time stipulated therefor.
- 39) The Promoter have named the said Project under construction on the said Land as "GANGA ACROPOLIS", which may be changed to any other name at the discretion of the Promoter for which the Purchaser/s/ Allottee/s shall not be entitled to raise any objection for such change in the name of the Project.
- 40) The Purchaser/s/ Allottee/s shall at his/her/their own costs lodge this agreement for Registration with the concerned Sub-Registrar and forthwith inform the Promoter the Serial Number under which the same is lodged to enable the Promoter to admit execution of the same.
- 41) Any delay or indulgence by the Promoter in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s/ Allottee/s nor shall the same in any manner prejudice the rights of the Promoter hereunder.
- 42) All letters, receipts, and/or notices issued by the Promoter dispatched under R.P.A.D. to the address of the Purchaser/s/ Allottee/s mentioned hereinabove or sent by E-mail or by Telephonic Messages or Private Courier will be sufficient proof of receipt of the same by the Purchaser/s/ Allottee/s and shall effectually discharge the Promoter. If there is any change in the said address or e-mail identification or Mobile Cell Number of the Purchaser/s/ Allottee/s, the Purchaser/s/ Allottee/s shall be obliged to intimate in writing of any such change of address to the Promoter, failing which, all letters, receipts and/ or Notices dispatched by the Promoter as aforesaid at the address of the Purchaser/s/ Allottee/s given hereinabove shall be treated/ deemed to have been received by the Purchaser/s/ Allottee/s.

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

44) As per the provisions of Environment (Protection) Act 1986, the Promoter has obtained Environmental Clearance for the said Project and will provide the required Infrastructure/Services for the said Project. The Promoter shall maintain the Infrastructure / Services which are provided to the said Project till handing over of the said Project to the Society. However after formation of the Co-operative Housing Society of the Purchaser/s/ Allottee/s of the Units, the Purchaser/s/ Allottee/s of all Units in the said Project, including the Purchaser/s/ Allottee/s herein, shall share cost of maintenance and upkeep of the Environmental Infrastructure that is provided by the Promoter to the said Project. Once the Society is formed then Chairman/secretary/Estate Manager will be responsible for the maintenance of all such Infrastructure / Services. The Society shall ensure that all environment equipment are duly operational and maintained & regular monitoring as per provisions of Environmental Clearance for the said Project is carried out. It is hereby further agreed that the Promoter shall not be held responsible or liable whereby the Society fails to comply with or contravenes any of the provisions/rules/orders issued for the said Project under the Environment (Protection) Act 1986.

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

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

47) The terms and conditions of this Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and the Rules made there under.

48) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit shall equally be applicable to and enforceable against any subsequent Purchaser/s/

Allottee/s, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

49) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

50) The Promoter and Purchaser/s/ Allottee/s agree/s that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

51) The Purchaser/s/ Allottee/s has/have informed the Promoter, that the Purchaser is an Investor and hence the Purchaser reserves his/her/it's/their right to claim Stamp Duty set off/ adjustment of Stamp Duty paid by the Purchaser 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/ Allottee/s assign/s the benefit of this Agreement and his/her/their/its interest in the said Unit to a subsequent Purchaser/s/ Allottee/s.

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

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the said Larger land)

The contiguous block of admeasuring Hectares 02=63.54 Ares formed of a portion admeasuring Hectares 02=03.54 Ares of land admeasuring

Hectares 02=08 Area bearing Survey No.41 Hissa No.1 and of the lands admeasuring Hectares 00=40 Ares and Hectares 00=20 Ares bearing Hissa Nos.2/14 and 2/1 respectively of land bearing Survey No.41, situate, lying and being at Village Sus within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Village Sus and which contiguous block admeasuring Hectares 02=63.54 Ares is bounded as follows, that is to say:-

On or towards the East :By 18 Metre wide Development Plan Road.
 On or towards the South :Partly by land bearing Survey No.41 and partly by land bearing Survey No.42, Sus.
 On or towards the West : By Nalla.
 On or towards the North : By lands bearing Survey Nos.38,39, 40 and 41, Sus.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Description of the said land)

All that piece and parcel of the land or ground admeasuring **20550.34 sq.mtrs**, or forming part of the Larger land more particularly described in the First Schedule hereinabove written after deducting therefrom the area of Amenity Space admeasuring 3626.53 sq.mtrs, area admeasuring 960.69 under 24 Meter Road, area admeasuring 770.44 sq.mtrs under 30 Meter D.P.Road and area admeasuring 446.00 sq.mtrs under Green Belt.

THE THIRD SCHEDULE ABOVE REFERRED TO:-
(Description of the said Unit)

The residential Flat admeasuring **—sq. mtrs** carpet area bearing No. — to be situate on the — floor of Building “——” the said Project known as “GANGA ACROPOLIS” under construction by the Promoter on the said Land TOGETHER WITH the enclosed balcony admeasuring **—sq.mtrs**, and the attached balcony/ dry balcony admeasuring **—sq.mtrs** TOGETHER WITH the exclusive right of user of the Open Terrace at eye-level having an area of **—sq. mtrs** appurtenant thereto AND FURTHER TOGETHER WITH the exclusive right of user of — covered Car parking space situate on the **Lower Level** Floor, and which Flat together with the open terrace at eye level is delineated in red ink on the plan and annexed hereto as **Annexure “E”**.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

Common amenities and facilities

- Swimming Pool, Plunge pool, Jacuzzi
- Clubhouse for games and get-togethers
- Indoor Games area (Table tennis, carom, chess etc.)
- Gymnasium
- Lounge area
- Mini theatre for private screenings
- Business Centre
- Library
- Fun-filled children area
- Party lawn
- Designer landscape garden
- Senior Citizen Zone
- Tennis Court
- Squash Court
- Badminton Court
- Skating Rink
- Barbeque pits
- Separate car washing area
- Concierge Services

FIFTH SCHEDULE ABOVE REFERRED TO:-

(Schedule of payments)

Sr. No	Amount	%	Stage Due
1	-----/-	10%	Booking Amount
2	-----/-	10%	Agreement & Booking within 21 days
3	-----/-	10%	On Initiation of Plinth Work
4	-----/-	5%	On Initiation of First Slab
5	-----/-	5%	On Initiation of Third Slab
6	-----/-	5%	On Initiation of Fifth Slab
7	-----/-	5%	On Initiation of Seventh Slab
8	-----/-	5%	On Initiation of Ninth Slab
9	-----/-	5%	On Initiation of Eleventh Slab
10	-----/-	5%	On Initiation of Thirteen Slab
11	-----/-	5%	On Initiation of Fifteen Slab
12	-----/-	5%	On Initiation of Seventeenth Slab
13	-----/-	5%	On Initiation of Nineteenth Slab
14	-----/-	5%	On Initiation of Twenty First Slab
15	-----/-	5%	On Initiation of Twenty Third Slab
16	-----/-	4%	On Initiation of Brick Work
17	-----/-	4%	On Initiation of Flooring and Plumbing
18	-----/-	2%	On or Within Seven days of The Promoter intimating to the Purchaser/s/ Allottee/s that the unit is ready for use & Occupation
	-----/-	100%	

The Purchaser/s/ Allottee/s shall deduct T.D.S., if applicable, from the payment to be made to the Promoters towards the agreed consideration and shall in turn make the payment of the same to the concerned authorities of Income Tax within the stipulated period as per the provisions of Income Tax Act, without any delay or default & submit the challan / TDS certificate in respect thereof to the Promoters within 7 days of such payment. The Purchaser/s/ Allottee/s shall indemnify and keep the Promoters forever indemnified, saved, defended and harmless against all penalties / actions that may result on account of any delay or default on the part of the Purchaser/s/ Allottee/s in making the payment of the TDS to the concerned authorities of Income Tax.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Specifications OF the Unit)

LIVING:-

- Imported Marble Flooring
- POP/ Gypsum finishes for walls and ceiling
- Telephone and cable TV connections
- Private terrace with glass railing

BEDROOM:-

- Vitrified Tile/ Laminated wooden flooring
- Air conditioning

KITCHEN:-

- Modular kitchen with hob and chimney
- Dry Terrace
- Water purifier

BATHROOMS:-

- Vitrified/Ceramic Flooring
- Wash basin with counter
- Good quality C. P. fittings and sanitary ware
- Solar Heater connection in one bedroom only

AUTOMATION:-

- Apartment management system with touch screen/ remote control
- 100 % Generator back-up.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

Common Expenses & Outgoings

- Maintenance and repairs of Common areas and facilities.
- Wages of Watchmen (Security) Sweepers (Housekeeping) etc.
- Diesel for Generators.
- Electricity Charges of Common Meters of Common Areas.
- Garbage disposal Expenses.
- Garden Maintenance Expenses.
- Pest Control Expenses.
- Society Manager and other staff Salary.
- Water Tanker Charges.
- Printing and Stationary.
- Annual Maintenance Contract Charges for Lift , Generator, etc
- Swimming Pool Maintenance Expenses
- Club House and Gymnasium Maintenance Expenses.
- Maintenance Charges of STP , OWC etc
- Revenue Assessment.
- All other taxes, levies, charges and ceases.
- Social gathering and other function Expenses.
- Expenses of and incidental to the Management and Maintenance of the said Project.

SIGNED & DELIVERED by the within named)
"PROMOTERS (1) GANRAJ HOMES LLP)
(formerly known as GANRAJ HOMES PVT. LTD.)
by the hand of one of its Designated Partners,)
SHRI. SUBHASH SITARAM GOEL or)
SHRI. RAHUL SURESHCHAND GARG,)



(2) **M/S.KALYANEE FORTUNE CONSTRUCTIONS**)
by the hand of it's Partners)
(1) **SHRI. KISHORE BHURMALJI JAIN**)



(2) **SHRI. NILESH SHAMLAL AGARWAL**)

SIGNED & DELIVERED by the within named)

"PURCHASER/S")

1. **MRS.** _____)



2. **MR.** _____)

in the presence of:

1.

2.