

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Pune this _____ day of _____ in the Christian Year Two Thousand and Nineteen.

BETWEEN

GOEL GANGA DEVELOPMENTS LLP, (PAN : AARFG6686R), a Limited Liability Partnership firm duly constituted under the provisions of the Limited Liability Partnership Act, 2008 having its Registered Office at San-Mahu Commercial Complex, 5, Bund Garden Road, Pune 411001, by the hand of one of its Designated Partners SHRI. _____ or SHRI _____, 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 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] **OF THE FIRST PART;**

AND

- 1 Name :
 Age :
 Address:

 PAN No:
 Contact No.
 E Mail :

- 2 Name :
 Age :
 Address:

 PAN No:
 Contact No.
 E Mail :

Hereinafter referred to as "**the Purchaser/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 SECOND PART;**

WHEREAS the said lands admeasuring Hectares 01=57.50 Ares, Hectares 01=57.50 Ares, Hectares 03=15 Ares and Hectares 03=14 Ares bearing Hissa Nos.1/A, 1/B, 2 and 3 respectively of Survey No.46, Bavdhan Khurd, Taluka Mulshi, District Pune and the said land admeasuring Hectares 00=06 Ares bearing Survey No.63 Hissa No.1/B, Bavdhan Khurd, Taluka Mulshi, District Pune forming a contiguous block

admeasuring Hectares 09=50 Ares was owned by **MARVEL OMEGA BUILDERS**, hereinafter for the sake of brevity and convenience referred to as "**MARVEL**";

AND WHEREAS MARVEL applied for and obtained sanction of the Municipal Corporation of Pune (vide its Commencement Certificate dated 06/02/2012 bearing No. CC/3947/11) for a Building Layout (whereby the same was laid out in areas earmarked for construction of multi-storied/other Buildings, Amenity Space, Area under Biodiversity Park, Area under the Internal Road, area under Open Space and Area under widening of Development Plan Road) and Building Plans in respect of the construction of a Complex consisting of buildings containing Residential Flats / Units / Villas /Bungalows and other structures on the said contiguous block admeasuring Hectares 09=50 Ares and subsequently obtained sanction of the said Corporation for subsequent revisions of the same and whereas the last of such revised Building Layouts was sanctioned by the Municipal Corporation of Pune vide its Commencement Certificate dated 17.02.2016 bearing No.CC/3805/15 from the Municipal Corporation of Pune in respect thereof and which Building Layout is hereinafter referred to as "**the said Sanctioned Layout**";

AND WHEREAS the Office of the Collector, District Pune has, vide its Order dated 01.06.2012 bearing No.PMA/NA/SR/116/12 made under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966, granted permission for conversion of the user of the said lands bearing Hissa Nos.1/A, 1/B, 2 and 3 of Survey No.46, Bavdhan Khurd, Taluka Mulshi, District Pune to "Non-Agricultural";

AND WHEREAS the said lands bearing Hissa Nos.1/A, 1/B, 2 and 3 of Survey No.46 and Survey No.63 Hissa No.1/B, Bavdhan Khurd, Pune have been amalgamated and such amalgamated block of land admeasuring 95000 sq.mtrs has been assigned Survey No.46, Bavdhan Khurd, Taluka Mulshi, District Pune; and whereas the said contiguous block admeasuring 95000 sq.mtrs is hereinafter referred to as "**the said Larger Land**";

AND WHEREAS MARVEL commenced construction of two Buildings ["A" and "B"] containing Residential Flats and independent and semi-independent Villas as part of a Whole Project to be known as "MARVEL SELVA RIDGE" on a portion of the said Larger Land and has entered into Agreements for Sale of such Residential Flats/ Villas with the prospective purchasers thereof under the provisions of the Maharashtra Ownership Flats Act, 1963;

AND WHEREAS MARVEL has procured Registration of a Project known as "MARVEL SELVA RIDGE A, B BUILDING" [which comprises the said Buildings "A" and "B" and the Residential Flats therein] and of a Project known as "MARVEL SELVA RIDGE VILLA PHASE 01" [which consists of certain of the Villas under construction by the Vendor on a portion of the said Larger Land] from the Maharashtra Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation & Development) Act, 2016 and the Rules made thereunder;

AND WHEREAS MARVEL has consumed F.A.R. (FSI) of 7393.17 sq.mtrs in the said Projects known as "MARVEL SELVA RIDGE A, B BUILDING" and "MARVEL SELVA

RIDGE VILLA PHASE 01" and MARVEL will be required to consume additional F.A.R. (FSI) of 12034.72 sq.mtrs for the completion of the said Projects and for construction of Buildings "C" and "D" (containing residential Flats) and other Villas as permitted under the said Sanctioned Plans;

AND WHEREAS vide Deed of Conveyance dated 26/09/2018 (duly registered under Serial No.14306 of 2018 with the Sub-Registrar Haveli No.XIV, Pune), MARVEL has assigned, transferred, assured and conveyed a portion admeasuring 7436 sq.mtrs out of the said Larger Land bearing Survey No.46, totally admeasuring 95000 sq.mtrs situate, lying and being at Village Bavdhan Khurd, Taluka Mulshi, District Pune, hereinafter referred to as "**the said land**" and which is more particularly described in the **First Schedule** hereunder written, to/in favour of the Promoter herein together with the potential and appurtenances as mentioned in the said Deed of Conveyance dated 26/09/2018, to be utilized on the said land, hereinafter referred to as "**the said rights appurtenant to the said land**", together with the right to implement a Project on the said portion consisting of Buildings containing Commercial Premises/Residential Flats thereon and to sell such Commercial Premises / Residential Flats to prospective purchasers thereof under the provisions of the Real Estate (Regulation & Development) Act, 2016 and to receive and appropriate the sale proceeds thereof. Copy of the 7/12 extract in respect of the said land bearing Survey No.46 is annexed hereto and marked as "**Annexure – A**"

AND WHEREAS all the facts and circumstances pertaining to Devolution of Title of the Promoter to the said Land and the said rights appurtenant to the said land is 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 Municipal Corporation of Pune has sanctioned Building Layout Plans in respect of the said Land vide **Commencement Certificate No. CC/0218/19 dated 04/05/2019**, a copy of the Commencement Certificate and Copy of the Building Layout is annexed hereto as **Annexure "C" and Annexure "D"** respectively;

AND WHEREAS the Promoter has commenced construction on the said Land in accordance with the said plans sanctioned and approved by the Municipal Corporation of Pune and the Whole Project which will be constructed on the said Land in accordance with the sanctioned plans will be known as "**GANGA UTOPIA**" and whereas the said Whole Project consists of 2 (Two) Buildings/Wings i.e. "E" and "F" and provision of necessary infrastructural facilities thereto and sale of the Residential Flats and Commercial Units therein.

AND WHEREAS the said 2 (Two) Buildings/Wings namely "E" and "F" along with the common areas and facilities alongwith the infrastructural facilities thereto all together constitute "**the said Whole Project**";

AND WHEREAS "**Project - I**" of the Whole Project to be implemented by the Promoter on the said Land shall consist of construction of Commercial Units comprising of **19 (Nineteen) Shops** at **Lower Parking and Upper Parking Level** of

Buildings/ Wings "E" and "F" and provision of necessary infrastructural facilities thereto and sale of the Commercial Units therein.

AND WHEREAS "Project - II" of the Whole Project to be implemented by the Promoter on the said Land shall consist of construction of **2 Basements, Ground Floor, Upper Ground Floor, 2 Podium and 19 Upper Floors** of the said Building/Wing "E" consisting of residential units, and provision of necessary infrastructural facilities thereto and sale of the Residential Flats therein;

AND WHEREAS "Project - III" of the Whole Project to be implemented by the Promoter on the said Land shall consist of construction of **2 Basements, Ground Floor, Upper Ground Floor, 2 Podium and 19 Upper Floors** of the said Building/Wing "F" consisting of residential units, and provision of necessary infrastructural facilities thereto and sale of the Residential Flats therein;

AND WHEREAS details of the said Project – II 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 "E"	2 Basements + Ground Floor + Upper Ground Floor + 2 Podiums + 19 Upper Floors		

Construction of the said Building "E" whereof the building plans are presently sanctioned and the additional tenements/units in Building "E" to be constructed, if any, in respect whereof building sanction will be procured hereafter, and provision of necessary infrastructural facilities thereto and sale of the Residential Units therein shall constitute "**Project II**" of the said Whole Project and which is hereinafter referred to as "**the said project**".

AND WHEREAS while sanctioning the said Building Layout and Building Plans the Municipal Corporation of Pune 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 the Promoter has registered the said project under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder with the Maharashtra Real Estate Regulatory Authority on _____ under Registration No. _____; Copy of the said Registration Certificate is annexed hereto and marked as "**Annexure – D**".

AND WHEREAS in the circumstances, the Promoter is entitled to develop the said Project and sell the Residential Units in the said Project and to enter into Agreement for Sale with Prospective Purchaser/s and to receive the sale consideration in respect thereof;

AND WHEREAS the Promoter has entered into a standard Agreement with _____ who are registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects and the Promoter has appointed _____, 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 has/have demanded from the Promoter and the Promoter have given inspection to the Purchaser/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 hereby confirms that the Promoter has handed over to the Purchaser/s a draft of this Agreement along with all Schedules and Annexures before purchasing the Flat and after reading and having understood the contents of such draft along with all Schedules and Annexures, the Purchaser/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 Flat bearing No. _____ having carpet area (as defined below) of _____ sq.mtrs. on the _____ Floor of **Building/Wing "E"** of Project II of "the said Whole Project" known as "**GANGA UTOPIA**" 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 has/have agreed to purchase a **Residential Unit** bearing **Flat No.** _____ admeasuring _____ sq. mtrs carpet area to be situate on the _____ floor of Building "E" of "**the said Project – II**" of the said Whole Project known as "**GANGA UTOPIA**" 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/on the _____ 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 "E"** 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 **Second Schedule** hereunder written.

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

Annexure "A" – Copy of the Extract of Village Form VII/XII in respect of the said Lands bearing Survey No.46, Bavdhan Khurd.

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 Commencement Certificate No. CC/0218/19 dated 04/05/2019,

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.

Annexure "F" – Copy of the Environmental Clearance Certificate

AND WHEREAS, the Promoter and Purchaser/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 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 construction work of the said Project as part of the said Whole Project known as "**GANGA UTOPIA**" on the said 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 Municipal Corporation of Pune and in accordance with the terms and conditions mentioned in this Agreement.
3. The Purchaser/s hereby declare/s that before execution of this Agreement, the Promoter 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 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 and the said Whole 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 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 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, 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 Municipal Corporation of Pune. The said Unit shall be built as per the specifications, which are set out in the **Fourth Schedule** hereunder written.
 - (b) Possession of the said Unit agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Promoter on or before _____ provided that the Purchaser/s shall have made payment of the installments towards the purchase price along with the applicable Taxes and other charges as mentioned in **Clause Nos. 19 to 22** of this Agreement as agreed upon without delay at the times stipulated for payment therefor.
 - (c) The aggregate 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 **± 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 of units in the said Project.
- 6) The said Unit hereby agreed to be sold is intended and shall be used for Residential purpose only and the Purchaser/s undertake/s that the said Unit shall not be used by the Purchaser/s for any other purpose whatsoever.
- 7) The Purchaser/s hereby accept/s and shall always be deemed to have accepted the title of the 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 has/have agreed to purchase / acquire said Residential Unit being **Flat No.**_____ admeasuring _____ sq. mtrs carpet area to be situate on the _____ floor of Building "E" of "**the said Project – II**" of the said Whole Project known as "**GANGA UTOPIA**" 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/on the _____ **Floor** of the said Building at or for the mutually agreed total lumpsum consideration of **Rs.**_____/ - (**Rupees**_____ **Only**) which includes the proportionate price of the Common Amenities and facilities.
- 9) The above price does not include expenses for Stamp Duty, Registration Fees and Charges, Goods and Services Tax (GST) and the amounts specified in **Clause Nos. 19 to 22** herein below. The sale of the said Unit is on the basis of Carpet area only. The Purchaser/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 favour of the Promoter according to the Schedule of Payments set out in the **Third 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 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 **Third Schedule** hereunder written and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration amount along with the applicable Taxes as mentioned in the **Third Schedule** hereunder written.

- 10) The Promoter shall hand over the Possession of the said Unit to the Purchaser/s within the date specified in Clause No 5 (b) above and will complete the said Project on or before _____.
- 11) The mutually agreed consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the Municipal Corporation of Pune and/or any other increase in charges which may be levied or imposed by Municipal Corporation of Pune Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by Municipal Corporation of Pune 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, 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, obtain Completion Certificate/Occupation Certificate in respect of the said Unit from the Municipal Corporation of Pune.
- 13)(a) The Promoter hereby declares that the total Floor Space Index (FSI) (inclusive of the FSI already made available by paying premium) in respect of the residential Units of Buildings “E” i.e. **Project II** of the said Whole Project known as “**GANGA UTOPIA**”, is _____ sq.mtrs out of which **13847.08 sq.mtrs** of Floor Space Index has been sanctioned by the Municipal Corporation of Pune, under the plans sanctioned vide Commencement Certificate No.CC/0218/19 dated 04/05/2019. The Promoter has planned and will consume the sanctioned FSI of **13847.08 sq.mtrs** for completing residential Units of **Building “E” (19 Floors – _____ Flats)**. The balance Floor Space Index (FSI), the sanction in respect of which will be procured later will be consumed for additional tenements/units to be constructed, if any, in Buildings “E” or as may be deemed fit by the Promoter.
- (b) The Promoter is well and sufficiently entitled to **FAR (FSI)** out of the balance and unutilized F.A.R (FSI) arising from the said Larger Land, “TDR-FAR”, FAR (FSI) granted by the Municipal Corporation of Pune in lieu of the Amenity Space and area under DP Road out of the said Sanctioned Layout being handed over to the said Corporation.
- (c) The Promoter hereby declares that the Promoter shall avail the TDR and/or FSI/FAR as mentioned above as permissible under the prevailing Development Control Rules of Municipal Corporation of Pune and also the increased FSI/FAR which may be available in future on modification/ amendment to the Development Control Rules of Municipal Corporation of Pune. The Purchaser/s has/ have agreed to purchase the said Unit

knowing the fact about construction to be carried out by the Purchaser by utilizing such proposed FSI/ FAR and sale of the units resulting therefrom.

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

- i. The title of the Promoter to the said land is clean, clear and marketable, and the Promoter has requisite rights 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 rights 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. Save and except the Mortgage on the said Land created in favour of "**J M FINANCIAL CREDIT SOLUTIONS LTD.**" [as Security for repayment of Project Finance availed of by the Promoter] by the Promoter, there are no encumbrances upon the said Land or the said Project;
- iv. There is no litigation pending before any Court of law with respect to the said Land;
- v. 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.
- vi. 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 created herein, may prejudicially be affected;
- vii. 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 under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement;

- ix. 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;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Project and said Land.
- 15) The Purchaser/s hereby agree/s to pay all amounts due and payable under this Agreement within **15 (Fifteen) 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 mentioned in this Agreement. It is hereby agreed that the time for payment of all dues under this Agreement by the Purchaser/s to the Promoter is the essence of the contract. It is hereby expressly agreed that if, for any reason whatsoever, the Purchaser/s fail/s or delay/s to make payment of any of the said dues within a period of **15 (Fifteen) days** from the date of receipt of intimation given by the Promoter, then Purchaser/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 commit/s three defaults of any such payment of installments, the Promoter shall at it's own option, may terminate this Agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser/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 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 fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund without interest to the Purchaser/s the amounts paid by Purchaser, after deducting therefrom a sum of **Rs.2,00,000/- (being the agreed quantum of liquidated damages which shall stand forfeited by the Promoter)** within a period of **30 (Thirty)** days of such termination. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also Service Tax, Value Added Tax, GST 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. The Purchaser/s shall only have a money claim simplicitor on

the Promoter for refund of all such amounts due to the Purchaser/s from the Promoter. The Promoter shall be fully entitled to deal with and dispose off the said Unit in such manner as the Promoter deem fit and proper without recourse or reference to the Purchaser/s.

16) Subject to what is stated in the next succeeding Clause, in the event the Promoter fails and/or neglects to complete the said Unit and hand over possession thereof to the Purchaser/s within the stipulated period and if the Purchaser/s does not intend to withdraw from the Project then Promoter agrees to pay interest as specified in the Rules, **(i.e. 2% + State Bank of India highest Marginal Rate of Interest)** on all the amounts paid by the Purchaser/s, from the date of payment till the handing over of the possession of the Unit. The Promoter shall be liable to make payment of such interest for the period commencing from the date of scheduled completion mentioned in **Clause 5 (b)** above and upto actual completion of the said Unit and handing over of possession thereof to the Purchaser/s. The Promoter shall be entitled to set off any amount payable by the Purchaser/s to the Promoter as and by way of interest on any delayed instalment from the aggregate of the amounts payable by the Promoter to the Purchaser/s towards interest as aforesaid.

17) As stated above, the Promoter shall give possession of the Unit to the Purchaser/s on or before _____. If the Promoter fails or neglects to give possession of the Unit to the Purchaser/s by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/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. 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 Municipal Corporation of Pune, 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.
- v) Any Delay or default by the Purchaser/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 hereinabove).
- vi) Any other reasons beyond the control of the Promoter.

18) The Promoter shall offer the possession of the Unit to the Purchaser/s in terms of this Agreement in writing within **7 (seven)** days of receiving the Completion Certificate and the Purchaser/s shall take possession within **15 (Fifteen)** days of the Purchaser/s receiving such intimation. The Promoter shall give possession of the Unit to the Purchaser/s only after the Purchaser/s has/ have paid to the Promoter/s all amounts along with all applicable taxes and deposits under this Agreement. The Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/s 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 Purchaser/s/s in respect of the said Unit after possession thereof has been handed over to the Purchaser/s.

19) On or before taking possession of the said Unit hereby agreed to be sold/ purchased, the Purchaser/s shall deposit with the Promoter a mutually agreed lumpsum amount of **Rs. _____/- (Rupees _____ Only)**. The Promoter shall deposit the said Deposit and the other similar deposits received from the other Purchaser/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 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 **Fifth Schedule** hereunder written for the maintenance / repair/improvement of the common areas and facilities of the said Project. 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 and of the said Whole Project, then the Purchaser/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 and of the said Whole Project.

- 20) On or before taking possession of the said Unit, the Purchaser/s shall pay to the Promoters, provisional advance maintenance charges for an initial period of **24 (Twenty Four) months** from the date of handing over possession of the said Unit to the Purchaser/s, as may then be derived by the Promoter/s. The said maintenance charges to be borne by the Purchaser/s, will commence immediately, from the date on which the Purchaser/s unit is ready for possession. Even if, the Purchaser/s delays in taking possession, the Purchaser/s herein, agrees/ accepts that he/ she/ they shall be liable, to pay maintenance charges, from the date the said unit is ready for possession. The amount so paid by the Purchaser/s as well as the other unit Purchasers in the said project will be utilized by the Promoters towards local taxes, betterment charges or such other levies by the concerned local authority and/or Government, Water charges, garden, play area & common area maintenance, lift maintenance, M.S.E.B. Bills for common lights, lifts, water pumps, all repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building/s. Upon formation of the Society and handing over the day to day maintenance of the said property and building/s to it, the aforesaid maintenance advance collected from the Purchaser/s as well as the other unit Purchasers in the said project, after deducting therefrom the expenses incurred for the aforesaid management and maintenance activities will be handed over to the Society. It has been specifically agreed, that the Purchaser herein and the Purchasers of other units in the said Complex, shall not be entitled to raise any dispute regarding the amounts spent by the Promoters for the aforesaid management and maintenance activities. The Purchaser/s shall make payment to the Promoter of "Central Goods and Services Tax" and "State Goods and Services Tax", as applicable on the said amount who shall thereupon make payment of the same to the Government as prescribed by Law.
- 21) On or before taking possession of the said Unit hereby agreed to be sold/ purchased, the Purchasers agree/s to make payment of **Rs. _____** /- (Rupees _____ Thousand Only) to the Promoters towards Infrastructure Charges.
- 22)a) The Purchaser/s has/have agreed to purchase / acquire said Unit bearing, in the said Project at or for the mutually agreed total lump-sum consideration of Rs. _____ /- (Rupees _____ Only) which includes the proportionate price of the common areas and facilities appurtenant to the Unit. It has been expressly agreed and confirmed by the

Purchaser that the above said lump-sum agreed consideration is arrived at after considering the benefits arising out of input tax credit under the Central Goods and Services Tax Act, 2017 and the Maharashtra Goods and Services Tax Act, 2017. In addition to the above said lump-sum agreed consideration, the Purchaser shall separately bear and pay all the amounts towards Stamp Duty, Registration Fees and Charges, Central Goods and Services Tax and State Goods and Services Tax and the amounts specified in the present Clause and Clauses 19, 20 and 21.

b. The Purchaser/s shall make payment to the Promoter of "Central Goods and Services Tax" and "State Goods and Services Tax", as applicable who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of such Central Goods and Services Tax and State Goods and Services Tax are increased or decreased by the Central and State Government respectively, 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 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 Purchaser/s 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 Purchaser/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 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 Purchaser/s of any such taxes, duties etc.

- 23) If within a period of **5 (Five) years** from the date of handing over the said Unit to the Purchaser/s, the Purchaser/s brings 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 shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The Purchaser/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 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 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.

- 24) Upon all the Unit Purchaser/s in the said Project co-operating and executing necessary papers, the Promoter herein will form a Co-operative Housing Society. The Purchaser/s of all Units in the said Project, including the Purchaser/s/s herein, shall become members of such Society. The Purchaser/s shall, within **7 (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 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 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 of the Units may be affected, prejudiced and endangered in any manner or likely so to be.
- 25) The Purchaser/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 herein and other members of such Society without any reservations or conditions. However, it is clarified that before the Purchaser/s herein is/are admitted as Members of any such Society, the Purchaser/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.
- 26) 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 for looking after maintenance and management thereof only including collection and disbursement of contributions from the Purchaser/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/ss. 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.

- 27) The Purchaser/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. The Promoter may, till the transfer of the said Land and buildings thereon to the said Society, represent the Purchaser/s and his/her/their/it's interest and give consents, NOC's and do all necessary things in all departments of the Municipal Corporation of Pune, Government of Maharashtra, MSEDCL on behalf of the Purchaser/s and whatsoever acts done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s and the same shall be binding on the Purchaser/s.
- 28) It is hereby clarified that the Promoter herein shall be deemed to be a liasoning agency for applying for all Municipal and other local bodies and authorities for 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 Municipal, and other 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.
- 29) It is hereby expressly agreed that the Purchaser/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.
- 30) The Purchaser/s for himself/themselves/itself 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 own cost/s in good tenantable 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 of 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 said 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 Unit is situate or the said Unit itself on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/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 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 committing any act in contravention of the above provision, the Purchaser/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 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 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) 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 for any purposes other than for purpose for which it is sold.

- h) 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.
 - i) 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.
 - j) 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.
 - k) The Purchaser/s shall not let, transfer, assign or part with the Purchaser/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 to the Promoter under this Agreement are fully paid up and on and only after the Purchaser/s has been put in possession of the said Unit and only if the Purchaser/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 has procured the prior written permission of the Promoter for any such assignment or transfer.
 - l) The Purchaser/s shall observe and perform all the rules and regulations of the Society to be formed of all Purchaser/s of Units in the said Project may adopt at it's 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 Municipal Corporation of Pune and other public bodies. The Purchaser/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.
 - m) 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 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.
- 31) The Promoter shall comply with all the requirements of the Municipal Corporation of Pune 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 Whole Project. However, the Purchaser/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 or the Whole Project through such water connections, the requirement of water for the said Project or the Whole 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.

- 32) 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 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.
- 33) After execution of 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.
- 34) That on completion of the said Building "E", individual Tenant Co-partnership Co-operative Housing Society will be constituted of the purchasers of the Flats/ Commercial Premises/ Units in the said Building and that the Promoters herein shall convey the said Building to such Co-operative Housing Society within a period of **1 (One) year** from the date the Promoter completes the last Unit in the said Whole Project and after the Promoter has realized all its dues from all the Purchaser/s of all units in the said Whole Project..
- 35) That MARVEL shall form one or separate Tenant Co-partnership Co-operative Housing Societies of the Purchasers of Flats/ Units in the Buildings forming part of "MARVEL SELVA RIDGE A, B BUILDING" and "MARVEL SELVA RIDGE VILLA PHASE 01" and convey each of such Buildings to each of such Societies and that all such separate Tenant Co-partnership Co-operative Housing Societies shall thereupon be admitted as Members of the Apex Society and MARVEL and the Promoter herein shall within a period of **1 (One) Year** from completion of the last Building forming part of the said Whole Project convey their respective holdings out of the said Larger Land together with the Common Areas and Facilities to such Apex Society as contemplated under the Rules framed under the said Act by the Maharashtra Real Estate Regulatory Authority. Each of such Societies shall contribute on a pro-rata basis towards the expenses and outgoings for Maintenance, Repair and Up-keep of the said Common Areas Infrastructure and Facilities of such Apex Society.
- 36) Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/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 and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser/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 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 for rectifying the default, which if not rectified within **15 (fifteen)** days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection there with including the booking amount shall be returned to the Purchaser/s without any interest or compensation after deducting a sum of **Rs.50,000/- (Rupees Fifty Thousand Only)** towards "Cancellation Charges" and which amount shall stand forfeited.

- 37) The Promoter shall be entitled to grant lease or licence of any portion of the said Land to any Government/ Semi-Government, 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 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 of Units shall be expressly subject to the rights created under any such Lease or Licence mentioned in this Clause.
- 38) 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 99 (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 of Flats/ Units in the said Housing Project and/or the Apex Society formed with the Cooperative Societies formed of the holders of Units in individual Societies in the said Project as its Members, shall be expressly subject to such lease of the said portion granted in favour of MSEDCL.
- 39) The Promoter has expressly informed the Purchaser/s that the Promoter proposes to take the following steps for providing water to the said project to be known as "**GANGA UTOPIA**":-
 - 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 Municipal Corporation of Pune as per the prevailing norms, rules and regulations.

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

- 40) The Promoter have named the said Whole Project under construction on the said Land as "**GANGA UTOPIA**", which may be changed to any other name at the discretion of the Promoter for which the Purchaser/s shall not be entitled to raise any objection for such change in the name of the Project.
- 41) The Purchaser/s shall at his/her/their/it's 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.
- 42) 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 nor shall the same in any manner prejudice the rights of the Promoter hereunder.
- 43) All letters, receipts, and/or notices issued by the Promoter dispatched under R.P.A.D. to the address of the Purchaser/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 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, the Purchaser/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 given hereinabove shall be treated/ deemed to have been received by the Purchaser/s.
- 44) That in case there are Joint Purchaser/s, all communications shall be sent by the Promoter to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.
- 45) As per the provisions of Environment (Protection) Act 1986, the Promoter has obtained Environmental Clearance for the said Whole Project and will provide the required Infrastructure/Services for the said Whole 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 of the Units, the Purchaser/s of all Units in the said Project, including the Purchaser/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 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.

- 46) 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.
- 47) This Agreement may only be amended through written consent of the Parties.
- 48) 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.
- 49) 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, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.
- 50) 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.
- 51) The Promoter and Purchaser/s agree/s that he/she/they/it 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.
- 52) The Purchaser/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 assign/s the benefit of this

Agreement and his/her/their/its interest in the said Unit to a subsequent Purchaser/s.

53) 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 land)

All that piece and parcel of land or ground admeasuring **7436 sq.mtrs.** being a portion out of the said contiguous block of land admeasuring 95,000 sq.mtrs formed of Portions admeasuring Hectares 01=57.50 Ares, Hectares 01=57.50 Ares, Hectares 03=15 Ares and Hectares 03=14 Ares earlier bearing Hissa Nos. 1/A, 1/B, 2 and 3 respectively of Survey No.46, Village Bavdhan Khurd, Taluka Mulshi, District Pune and of land admeasuring Hectares 00=06 Ares earlier bearing Survey No.63 Hissa No.1/B, Bavdhan Khurd and which contiguous block has now been assigned Survey No.46, Village Bavdhan Khurd and the same falls in the "Residential" Zone under the Development Plan for the extended areas of the city of Pune and which portion admeasuring 7436 sq.mtrs is bounded as follows, that is to say:-

On or towards the East : By land bearing Survey No.38, Bavdhan Khurd

On or towards the South : By remaining portion of the said Larger Land

On or towards the West : By Amenity Space out of the sanctioned Layout in respect of the said Larger Land

On or towards the North : By 60 Meter wide Development Plan Road

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

Flat No. _____ admeasuring _____ sq. mtrs carpet area to be situate on the _____ floor of Building "E" of "**the said Project – II**" of the said Whole Project known as "**GANGA UTOPIA**" 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/on the

_____ Floor of the said Building, and which Unit is delineated in red ink on the plan and annexed hereto as **Annexure "E"**.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Schedule of Payments)

Sr. No.	Amount	%	Particulars
1			At the time of Application
2			At the time of Registration of the document.
3			On completion of Plinth of the Building
4			Upon completion of Mezannine Slab of the Building.
5			On completion of external plaster of the building/ wing in which the said Unit will be located.
6			On completion of brick work of the said Unit
7			On completion of the flooring of the said Unit
8			At the time of handing over possession of the said Unit to the Purchaser/s on or after receipt of Completion Certificate
		100%	Total

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 will be located and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ items of work set out in the hereinabove schedule of payment and to demand from the Purchaser/s the aggregate of the installments towards agreed consideration mentioned in such installments.

The Purchaser/s shall deduct T.D.S., if applicable, from the payment to be made to the Promoter 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. The Purchaser/s shall indemnify and keep the Promoter 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 in making the payment of the T.D.S. to the concerned authorities of Income Tax.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Specifications of the Unit)

FLOORING : **Vitrified Flooring**

TOILETS	:	Vitrified Flooring/ Antiskid Quality CP and Sanitary Fittings Wash basins with counters Exhaust Fans
ELECTRIFICATION	:	Power Load Provision – 1.25/ KVA 100 sq.fts of Carpet Area Adequate Electrical Points with Premium Modular Switches
CONNECTIVITY	:	Provision for Broad Band Connectivity
SECURITY	:	Smoke Detector Fire Fighting Rolling Shutters

THE FIFTH 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
- 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)
"PROMOTER")
GOEL GANGA DEVELOPMENTS LLP)
 by the hand of one of its authorized Partner)

SHRI. _____ or)
 SHRI. _____)

in the presence of:-

1.

2.

SIGNED & DELIVERED by the within named)

"PURCHASER/S")

1. _____)

2. _____)

in the presence of:

1.

2.