

ARTICLES OF AGREEMENT

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

BETWEEN

M/S.SOHAM ASSOCIATES [formerly known as M/s.Soham Eisha Associates] a partnership firm duly Registered under the provisions of the Indian Partnership Act, 1932 having its Registered Office at 604, San-Mahu Complex, 5, Bund Garden Road, Pune 411001, by the hand of one of its Partners SHRI.SUBHASH SITARAM GOEL / SHRI.SWARANSINGH GYAANSINGH SOHAL, 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) SMT.RATANBAI INDRAKUMAR AKA INDRAJEET KACHI, (2) SHRI MILIND INDRAKUMAR AKA INDRAJEET KACHI (3A) SOU.SHRUTI HEMANT KANCHI (3B) KUMARI SALONI HEMANT KACHI & (3C) KUMAR ATHARVA HEMANT KACHI [heirs and next of kin of the late SHRI.HEMANT INDRAKUMAR AKA INDRAJEET KACHI] (4) SHRI SACHIN INDRAKUMAR AKA INDRAJEET KACHI (5) SHRI AMAR INDRAKUMAR AKA INDRAJEET KACHI, all of Pune Indian Adult Inhabitants residing at Radhika Apartments, Motibagh, Gultkedi, Pune 411038, hereinafter referred to collectively as "the Confirming Parties" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators] of the Second Part

AND

1. **SHRI.** _____,

PAN NO. _____

2. **SOU.** _____,

PAN NO. _____

hereinafter referred to jointly 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 Other Part;

WHEREAS the Confirming Parties are the Owners of a portion admeasuring Hectares 02 = 16 Ares out of land admeasuring Hectares 02 = 36 Ares earlier bearing Survey No.47 Hissa No.1 and presently out of CTS No.1996 situate, lying and being at Village Mundhwa within the Registration Sub-District of Taluka Pune City, District Pune and within the limits of the Municipal Corporation of Pune;

AND WHEREAS vide an Agreement dated 27.12.2013 [duly Registered under Serial No.10342 of 2013 with the Sub-Registrar, Haveli XVII, Pune] read with an Agreement Supplemental thereto dated 08.09.2022 [duly Registered under Serial No.12450 of 2022 with the Sub-Registrar, Haveli XIII, Pune] made by and between the Confirming Parties herein on the one hand and the Promoter herein on the other hand the Confirming Parties herein granted rights of development of a portion admeasuring Hectares 01 = 20 Ares out of their said holding admeasuring Hectares 02 = 16 Ares out of land earlier bearing Survey No.47 Hissa No.1 and presently bearing CTS No.1996, Mundwa to the Promoter herein at or for the consideration and on the terms and conditions therein contained; the said portion admeasuring Hectares 01 = 20 Ares is hereinafter referred to as "**the said Larger Land**";

AND WHEREAS the provisions of the Urban Land (Ceiling & Regulation) Repeal Act, 1999 apply to the said Larger Land;

AND WHEREAS the Municipal Corporation of Pune has, vide its Commencement Certificate No. CC/0140/21 dated 20.04.2021 sanctioned a Layout of Buildings in respect of the said Larger Land whereunder the same is laid out in a Building containing

Four Wings ("A-1", "A-2", "A-3" and "A-4"), Area under Open Spaces, Amenity Space, Area under "G-52" Reservation, Internal Roads and Area under widening of 24 Meter wide Development Plan Road;

AND WHEREAS after deducting from the area of the said Larger Land [i.e. 12,000 sq.mtrs.], the areas are as follows, that is to say:

Amenity Space - 277.40 sq.mtrs.

Area under G-52 Reservation - 240 sq.mtrs.

Area under MSEDCL Transformer - _____ sq.mtrs.

Area under widening of the said
24 Meter wide Development Plan
Road - 2212.07 sq.mtrs.

The net area of the said Larger Land is _____ sq.mtrs. and which is hereinafter referred to as "**the said Land**" and more particularly described in the First Schedule hereunder written;

AND WHEREAS the Promoter has procured the "NOC" of the Tehsildar, Pune City for change of user of portions out of the said Larger Land to "Non-Agricultural" under the provisions of Section 42B of the Maharashtra Land Revenue Code, 1966 vide its Order dated 24.06.2021 bearing No. Zameen/SR/26/2021;

AND WHEREAS the Promoter has procured the Environmental Clearance Certificate / Letter from the concerned Environmental Authority for implementation of the said Real Estate Project on the said Land;

AND WHEREAS the Promoter proposes to implement three separate Real Estate Projects (as part of the Whole Project to be known as "GANGA AVANTA") on the said Land comprising of the said Buildings / Wings ("A-1", "A-2", "A-3" and "A-4") containing Retail Shopping Premises on the Ground and First Floor thereof and Residential Flats on the Upper Floors thereof;

AND WHEREAS a separate Building / Wing ("A-4") containing Residential Flats is proposed to be constructed by the Promoter on the said Land which are to contain Flats to be allotted to the allottees of the Maharashtra Housing Area Development Authority;

AND WHEREAS the Building plans in respect of the said Building / Wing "A-1" have been sanctioned by the Municipal Corporation of Pune vide its Commencement Certificate No. CC/0140/21 dated 20.04.2021 whereunder Two Basements + Ground Floor + Mezzanine Floor and Ten Upper Floors have been sanctioned;

AND WHEREAS the Promoter proposes to revise such sanctioned plans and procure sanction of the said Corporation to the Building Plans in respect of the said Building / Wing "A-1" whereunder the same will consist of Two Basements, Ground Floor and Mezzanine Floor partially containing Retail Shopping Premises and partially containing Parking spaces, a Podium + Twenty One Floors containing Residential Flats;

AND WHEREAS the Promoter has procured Registration of the Project known as "GANGA AVANTA" in respect of the said Building / Wing "A-1" from the Maharashtra Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder (hereinafter referred to as "**the said Act**") under the Registration Certificate bearing No._____;

AND WHEREAS the said Project to be known as "GANGA AVANTA" comprised of the said Building / Wing "A-1" ultimately to consist of Two Basements, Ground Floor and Mezzanine Floor partially containing Retail Shopping Premises and partially containing Parking spaces, a Podium + Twenty One Floors containing Residential Flats shall be hereinafter referred to as "**the said Project**" and whereas, after the Promoter receives sanction of the Municipal Corporation of Pune for the proposed revision of the Building Plans in respect of the said Project, it shall upload the same on the Profile Page of the said Project on the website of the said Maharashtra Real Estate Regulatory Authority;

AND WHEREAS the Promoter has entered into a standard Agreement with SHRI. PRAMOD DESHPANDE, Architect who is 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 DESIGN WERKZ ENGINEERING PRIVATE LIMITED (Shri. Rajesh Mankani) for the preparation of the structural design and drawings of the said Building and the Promoter accepts the professional supervision of the said Architect and the said Structural Engineers till the completion of the said Building, provided however that, the Promoter reserves the right to change the said Architect and Structural Engineers at any time before the completion of the Building;

AND WHEREAS 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 / Occupation Certificate/s in respect of the said Project after the physical completion thereof;

AND WHEREAS, in the circumstances, the Promoter is entitled to implement the said Project and sell the Retail Shopping Premises / Residential Flats in the said Project and to enter into Agreements for Sale with prospective allottees / purchasers thereof under the provisions of the said Act and to receive the sale consideration in respect thereof;

AND WHEREAS the Promoter has agreed to sell to the Purchaser/s herein and the Purchaser/s have agreed to purchase from the Promoter herein the Residential Flat admeasuring _____ sq.mtrs. carpet area (as defined hereinbelow) bearing No._____ to be situate on the _____ Floor of the said Building / Wing "A-1" to be known as "GANGA AVANTA" to be constructed by the Promoter on the said Land TOGETHER WITH the exclusive right of user of the Open Terrace at eye-level admeasuring _____ sq.mtrs. appurtenant thereto and FURTHER TOGETHER WITH the exclusive right of user of _____ covered Car Parking space/s bearing No/s._____ to be situate in the _____ Basement Floor / on the Ground Floor of the said Building / Wing "A-1" at or for the consideration and on the terms and conditions set out hereinafter; the said Flat together with its said appurtenances is more particularly described in the Second Schedule hereunder written and the same is hereinafter referred to as "**the said Unit**" and which Flat together with the said Open Terrace at eye-level appurtenant thereto is delineated in Red Ink on the _____ Floor plan of the said Building annexed hereto as **Annexure "C-1"** while the said covered Car Parking space/s bearing No/s._____ is delineated in Red Ink on the _____ Basement Floor / Ground Floor plan of the said Building annexed hereto as **Annexure "C-2"**;

AND WHEREAS the Purchaser/s have demanded from the Promoter and the Promoter has 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 said Unit hereby agreed to be sold and of such other documents as are specified under the said Act;

AND WHEREAS the Purchaser/s hereby confirm that the Promoter has handed over to the Purchaser/s a draft of this Agreement along with all Schedules and Annexures before purchasing the said Unit and after reading and having understood the contents of such draft along with all Schedules and Annexures, the Purchaser/s are entering into this Agreement for purchase of the said Unit;

AND WHEREAS authenticated copies of following documents have been annexed to this Agreement, details of which are as follows:-

Annexure "A" – Copy of the Certificate of Title of the Promoter to the said Larger Land issued by the Advocates of the Promoter.

Annexure "B" – Copy of the latest VII/XII Extracts and the latest Property Register Card Extract in respect of the said Larger Land.

Annexure "C-1" – Copy of the internal Floor Plan of the said Unit agreed to be purchased by the Purchaser/s.

Annexure "C-2" – Copy of the _____ Basement Floor / Ground Floor Plan showing the said Car Parking space/s delineated thereon.

Annexure "D" – Copy of the said Commencement Certificate bearing CC/0140/21 dated 20.04.2021 issued by the Municipal Corporation of Pune and Sheet 1 of the Plan attached thereto of the said Sanctioned Layout in respect of the said Whole Project.

Annexure "E" – Copy of the Order dated 24.06.2021 bearing No. Zameen/SR/26/2021 issued by the Office of the Tehsildar, Pune City in respect of change of user of the said Larger Land to "Non-Agricultural";

Annexure "F" – Copy of the Registration Certificate bearing No. _____ issued for the said Project known as "GANGA AVANTA" by the Maharashtra Real Estate Regulatory Authority under Section 3 of the said Act.

Annexure "G" – Copy of the Certificate / Letter dated _____ issued by the SEAC-II / concerned Environmental Authority in respect of Environmental Clearance for the said Project.

AND WHEREAS, the Promoter and the 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 same under the provisions of 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 commenced with the implementation of the said Project (as defined above) to be known as "GANGA AVANTA" 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 (as defined above) in accordance with the plans sanctioned / to be sanctioned by the concerned Authorities and in accordance with the terms and conditions mentioned in this Agreement.
- 3) The Purchaser/s hereby declare that before execution of this Agreement, the Promoter has made full and complete disclosure and the Purchaser/s have taken full and free inspection of, inter-alia, the following:-
 - (a) Nature of the title of the Promoter to the said Larger Land and along with the relevant Documents.
 - (b) All the plans sanctioned by the Municipal Corporation of Pune in respect of the said Project proposed to be constructed on the said Land.
 - (c) The common Amenities and Facilities of the said Project which are more particularly described in the Third Schedule hereunder.
 - (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 allottees / purchasers of Units in the said Project to which title is to be passed being, at the option of the Promoter, either a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a Condominium of Apartment Owners under the

provisions of the Maharashtra Apartment Ownership Act, 1970 formed of the allottees / purchasers of all Units in the said Project.

4) The Purchaser/s hereby declare 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, have entered into this Agreement.

5) The Promoters declare 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 Fifth 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/deposit as mentioned in Clause Nos. 17 to 19 of this Agreement as agreed upon without delay at the times stipulated for payment therefor. The Promoter shall complete the said Project in all respects and obtain the Completion / Occupancy Certificate/s in respect thereof on or before _____.

(c) The carpet area of the said Unit shall be _____ sq.mtrs. as aforesaid. For the purposes of this Clause and this Agreement, the term "carpet area" shall have the same meaning as mentioned in Section 2(k) of the said Act and 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, dry balcony and open terrace area but includes the area covered by the internal partition walls and internal columns of the said Unit. The carpet area of the said Unit shall be subject to a variation of plus and minus 3%.

(d) The Promoter shall, within the time prescribed therefor under the provisions of the said Act, at its option, **either** submit the said Project under the provisions of the Maharashtra Apartment Ownership Act, 1970 to form a Condominium of Apartment Owners of all the allottees / purchasers of Units in the said Project and thereafter convey individual

"Apartments" in the said Project to the allottees / purchasers thereof together with a pro-rata undivided share in the said Land and in the Common Areas and Facilities of the said Project or form a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 of all the allottees / purchasers of Units in the said Project and the Promoter shall (subject to its right to dispose of unsold Units, if any) convey the said Land and Buildings thereon to/in favour of such Society, provided by that time the Promoter has received all its dues from the purchasers of Units in the said Whole Project.

- 6) The said Unit hereby agreed to be sold is intended and shall be used for permissible Residential purposes only and the Purchaser/s undertake that the said Unit shall not be used by the Purchaser/s for any other purpose whatsoever. The Purchaser/s shall not enclose the Open Terrace at eye-level and/or the covered Car Parking space or to utilize the Parking Space for any purpose other than for parking of Motor Vehicles. The said Open Terrace at eye-level and the said Parking Space shall be deemed to be appurtenant to the said Unit.
- 7) The Purchaser/s hereby accept and shall always be deemed to have accepted the title of the Promoter to the said Larger Land and they agree not to raise any requisition or objection in respect thereof.
- 8) As mentioned above, the Purchaser/s have agreed to purchase the said Unit from the Promoter 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 Third Schedule hereunder written but exclusive of the amounts payable towards Goods and Services Tax ("GST"). In addition to the said lumpsum agreed consideration amount, the Purchaser/s shall separately bear and pay all the amounts towards Stamp Duty, Registration Fees and Charges, GST and the amounts specified in Clause Nos. 17 to 19 hereinbelow.
- 9) 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 issued in favour of the Promoter according to the Schedule of Payments set out in the Fourth 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 Fourth Schedule hereunder written and to demand from the Purchaser/s the aggregate of the instalments towards the agreed consideration amount along with the applicable Taxes as mentioned in the Fourth Schedule hereunder written.

10)The mutually agreed consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

11)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 Municipal Corporation of Pune at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Purchaser/s, obtain from the Municipal Corporation of Pune the Completion / Occupancy Certificate/s in respect of the said Unit.

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

- i. The title / beneficial title of the Promoter to the said Larger Land is free, clear and marketable and the Promoter has the 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 rights and requisite approvals from the Municipal Corporation of Pune and other relevant 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 are no encumbrances on or in respect of the said Larger Land.

- iv. There is no litigation pending before any Court of Law with respect to the said Larger 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 Larger 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 Larger Land to the Competent Authorities.
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received or served upon the Promoter in respect of the said Project and the said Larger Land.

13)The Purchaser/s hereby agree to pay all amounts due and payable under this Agreement within 15 (Fifteen) Days from the date of receipt of intimation from the Promoter 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 this Contract. It is hereby expressly agreed that if, for any reason whatsoever, the Purchaser/s fail or delay 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 agree to pay interest as specified in the Rules made under the said Act (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 Three defaults of any such payment of instalments, the Promoter, at its own option, may terminate this Agreement. Provided that, Promoter shall give notice of 15 (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 fail 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/s, after deducting a sum of 10% of the agreed consideration price of the said unit [being the agreed quantum of liquidated damages which shall stand forfeited by the Purchaser/s] within a period of 30 (Thirty) Days of such termination. Such refund shall be subject to the Purchaser/s joining the Promoter in the execution of a formal Deed of Cancellation in respect of this Agreement and which Deed of Cancellation shall also be duly registered with the Office of the concerned Sub-Registrar, Taluka Pune City, District Pune. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also GST or any other taxes paid till date on the instalments shall not be taken into account while calculating the amounts paid by the Purchaser/s 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 deems fit and proper without recourse or reference to the Purchaser/s.

14) 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 do not intend to withdraw from the Project then the Promoter agrees to pay interest as specified in the Rules (i.e. 2% + State Bank of India highest Marginal Rate of Interest) on the aggregate of all amounts paid by the Purchaser/s to the Promoter pursuant to this Agreement and such interest shall commence 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.

15) As stated above, the Promoter shall give possession of the Unit to the Purchaser/s on or before the stipulated period mentioned in Clause 5 (b) above. If the Promoter fails and/or neglects to give possession of the Unit to the Purchaser/s on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by it 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 a reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of the said Unit is delayed on account of:-

- i) War, Civil Commotion or Act of God.
- ii) Any notice, order, rule, notification of Government, Municipal Corporation of Pune 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 or any other Public Body or Authority including the M.S.E.D.C.L, in issuing

or granting necessary Certificates/ NOCs/ 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 mentioned hereinabove).
- vi) Any "lockdowns" or curfews ordered by the Government of Maharashtra, Government of India or Local Bodies or Authorities due to a COVID-19 like pandemic or epidemic.
- vii) Any other reasons beyond the control of the Promoter.

16) The Promoter shall offer possession of the Unit to the Purchaser/s in terms of this Agreement in writing within 7 (Seven) Days of receiving the Completion / Occupancy Certificate in respect of the said Unit 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 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 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 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 plus and minus 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 defect liability period as mentioned hereinbelow, the Promoter shall not be obliged to entertain any complaint or claim made by the Purchaser/s in respect of the said Unit after possession thereof has been handed over to the Purchaser/s.

17) On or before taking possession of the said Unit hereby agreed to be purchased, the Purchaser/s shall deposit with the Promoter a sum of Rs. _____/- (Rupees _____ Only) calculated @ Rs. _____/- per square foot of the carpet area of the said Unit. The Promoter shall deposit the said Deposit and the other deposits received from the other allottees / purchasers 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 name of the Society / Condominium to be formed of all allottees / purchasers of Units in the said Project. The said deposit shall be utilized for building up of a fund of the said Society / Condominium for meeting all expenditure for maintenance/ repair/ improvement of the common areas and facilities of the said Project. The interest accrued on said deposit and the other deposits received from the other allottees / purchasers of Units in the said Project will be utilized for defraying costs of maintenance, repair and upkeep of the Common Areas and Facilities of the said Project till the handing over of the management and control of the said Building / Wing and its Common Areas and Facilities to the said Society / Condominium. In the event of the interest accrued on the said deposits mentioned in this Clause being found at any time to be insufficient for defraying costs of maintenance, repair and upkeep of the Common Areas and Facilities of the said Building, then, the Purchaser/s herein and the allottees / purchasers of other Units in the said Project shall be obliged to make further contributions towards the same otherwise the Promoter shall be entitled to utilize any part of the deposits as mentioned above recovered by it from the purchasers of Units in the said Project for the said purpose.

18) On or before taking possession of the said Unit, the Purchaser/s shall deposit with the Promoters the following amounts:-

(a) Rs. _____/- (Rupees _____ Only) as the Purchaser/s' pro-rata share in the Legal expenses for formation of the Co-operative Housing Society or Condominium of Apartment Owners, at the option of the Promoter.

(b) Rs. _____/- (Rupees _____ Only) towards the deposit for installation of an electric meter in the said Unit and other deposits paid / to be paid by the Promoter to the M.S.E.D.C.L. and also towards the proportionate share of the Purchaser/s of the cost of installation of a electric transformer on the said Land and incidental expenses.

(c) Rs. _____/- (Rupees _____ Only) as Club Membership charges / fees.

(d) Rs. _____/- (Rupees _____ Only) calculated @ Rs.4/- per square foot of carpet area of the said Unit representing the pro-rata contribution (and GST payable thereon) of the Purchaser/s towards the expenses and outgoings for maintenance, repair and upkeep of the Common Areas and Facilities of the said Project as set out in the Sixth Schedule hereunder written for a period of 24 (Twenty Four) Months from the date the Promoter intimates to the Purchaser/s that the said Unit is completed. This amount is independent of and in addition to the Deposit referred in the Clause 17 above. After expiry of the said period of 24 Months, the Purchaser /s shall be liable to make payment of such contribution within 15 (Fifteen) Days after notice in writing is given by the Promoter in that behalf and until such time as the Promoter hands over maintenance and management of the said Project to the said Society / Condominium. From the date such management and control of the said Project is handed over to the said Society / Condominium, the Purchaser /s shall be obliged to make payment of such contribution to such Society / Condominium. In the event of the amount so collected for maintenance, repair and upkeep of the Common Areas and Facilities of the said Project being found at any time to be insufficient, then the Purchaser /s herein and the allottees / purchasers of other Units in the said Project shall be obliged to make further contributions towards the same failing which the Promoter shall be entitled to utilize the principal amount of the deposits and/or the interest accrued on such deposits mentioned in Clause 17 above.

19) Before being entitled to receive possession of the said Unit, the Purchaser/s shall be obliged to deposit a sum of Rs. _____/- (Rupees _____ Only) with the Promoter. The said sum of Rs. _____/- shall be held as an Interest Free Security Deposit by the Promoter for a period of ____ (_____) Year from the date the said Unit is handed over to the Purchaser /s for the purpose of carrying out its items of interior work in the said Unit. If any damage is caused to any of the Common Areas and Facilities of the said Wing / Building in which the said Unit is housed due to the carriage / transport of any items of Furniture/ Fixtures/ Goods to and from the said Unit during the process of the work of interiors being carried out or otherwise or if any damage is caused by the workers, labourers of the Purchaser /s while carrying out the work of interiors in the said Unit then the Promoter shall deduct from the said Security

Deposit an amount sufficient to rectify/ repair any such damage caused and the balance, if any, shall be refunded without interest to the Purchaser /s on expiry of the said period of 1 (One) Year.

20) The Purchaser/s shall make payment to the Promoter of Goods and Services Tax ("GST") arising from this Agreement 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 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 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 7 (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 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.

21)

(a) If within a period of 5 (Five) Years from the date of handing over possession of the said Unit to the Purchaser/s, the Purchaser/s bring to the notice of the Promoter any structural defect in the Unit 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 its 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.

(b) The Purchaser/s shall not, without the prior written consent of the Promoter 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 said Act 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.

(c) The word "Defect" shall not mean defect/s caused by normal wear and tear and by negligent use of said Unit by the Purchaser/s, occupants, vagaries of nature etc. It shall be the responsibility of the Purchaser/s to maintain the said Unit in a proper manner and take all due care needed including but not limited to the joints in the tiles in his Unit are regularly filled in with white cement/epoxy to prevent water seepage. 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 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 in manner and by the entity prescribed by such Manufacturer is not attended to by the Condominium to be formed of the purchasers of all Units in the said Project.

(d) The Purchaser/s have been made aware and the Purchaser/s expressly agree that the regular wear and tear of the said Unit/Building/said Project include minor hairline cracks on the external and internal walls excluding the RCC Structure which occur due to variation in temperature and which do not amount to structural defects and hence cannot be attributable to either bad workmanship or structural defect.

22) Upon all the Unit purchasers in the said Project co-operating and executing necessary papers, the Promoter herein will **either** form a Condominium of Apartment Owners under the provisions of the Maharashtra Apartment Ownership Act, 1970 **or** a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, 1960. The purchasers of all Units in the said Project, including the Purchaser/s herein, shall become members of such Association or Society. The Purchaser/s shall, within 7 (seven) days from the Promoter calling upon it to do so, execute all deeds, documents and papers for

or in connection with the formation and registration of the Condominium or 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 agrees to be bound by the said additions and alternations and hereby covenants and undertakes not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoter and purchasers of the other Units may be affected, prejudiced and endangered in any manner or likely so to be.

23)The purchasers of all of such Units in the said Project shall be admitted as members of the said Condominium of Apartment Owners / Co-operative Housing 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 Condominium or Society without any reservations or conditions. However, it is clarified that before the Purchaser/s herein is admitted as Member of any such Condominium or Society, the Purchaser/s shall have paid / cleared all its dues under the terms hereof to the Promoter and/or said Condominium or Society, including amounts by way of contribution towards the Common Expenses and Outgoings of the said Project.

24)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 formed of the Unit purchasers in the said Project for looking after maintenance and management thereof only including collection and disbursement of contributions from the purchasers 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 Unit purchasers. 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.

25)The Purchaser/s hereby irrevocably consent and authorize the Promoter to represent them 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 execution of a Deed of Conveyance in favour of the said Society / till the execution of the final Deed of Apartment in the said Project represent the Purchaser/s and their interest and give consents, NOCs and do all necessary things in all departments of the Municipal Corporation of Pune, the 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.

26)It is hereby clarified that the Promoter herein shall be deemed to be a liaisoning agency for applying to the Municipal Corporation of Pune and other Authorities and Departments 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 the Municipal Corporation of Pune or any such 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.

27)It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and also bear and pay the proportionate Stamp Duty and Registration Charges payable on the Deed of Apartment to be executed by the Promoter in favour of the Purchaser/s herein in pursuance of this Agreement or on the Deed of Conveyance in favour of the said Co-operative Housing Society.

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

- i. To maintain the Unit at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the 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 Unit is situate and the Unit itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Unit any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the Building / Wing 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 / Wing in which the Unit is situate including entrances of the said Building / Wing and in case any damage is caused to the Building / Wing in which the Unit is situate or the 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.
- iii. To carry out at their own cost all internal repairs to the said Unit and maintain the 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 Unit is situate or the 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.
- iv. Not to make or cause to be made any addition or alteration of whatsoever nature in or to the Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the said Building / Wing in which the Unit is situate and the Purchaser/s shall keep the pipelines, sewers, drains in the 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 / Wing 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 Unit.
- v. 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

Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- vi. 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 / Wing in which the Unit is housed.
- vii. Pay to the Promoter within 15 (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 Unit is situated.
- viii. 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 Unit by the Purchaser/s for any purposes other than for purpose for which it is sold.
- ix. 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.
- x. Not to lay/ install over the exterior of the said Building / Wing 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.
- xi. 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 / Wing or any of the Common Areas thereof, including on the terrace thereof.
- xii. 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 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 have procured the prior written permission of the Promoter for any such assignment or transfer.

- xiii. The Purchaser/s shall observe and perform all the rules and regulations and bye-laws that the Society / Condominium to be formed of all purchasers 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 the 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 / Condominium 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.
- xiv. Till the execution of the Deed of Conveyance in favour of the said Society or till the execution of the final Deed of Apartment 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 / Wing thereon or any part thereof to view and examine the state and condition thereof.

29)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 the said Land. However, the Purchaser/s herein have 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.

30)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 the

Deed of Conveyance in favour of the said Society or Deeds of Apartment are executed in favour of the purchasers of all Units in the said Project.

- 31) 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.
- 32) 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 15 (Fifteen) Days from the date of receipt of this Agreement by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar. If the Purchaser/s fail to execute and deliver to the Promoter this Agreement within 15 (Fifteen) Days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration, 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, the proposed allotment of the said Unit by the Promoter in favour of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation after deducting a sum of 10% of the agreed consideration price of the said unit towards "Cancellation Charges" therefrom and which amount shall stand forfeited. Such refund by the Promoter to the Purchaser /s shall be subject to the Purchaser /s joining the Promoter in the execution of a formal Deed of Cancellation in respect of this Agreement and which Deed of Cancellation shall also be duly registered with the Office of the concerned Sub-Registrar, Taluka Pune City, District Pune.
- 33) The Promoter shall be entitled to grant lease or license of any portion of the said Larger Land to any Government / Semi-Government, Local Body or Authority, the Municipal Corporation of Pune or to the M.S.E.D.C.L. or to any Private Party or Parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Purchaser/s herein shall not be entitled to raise any objection to such grant of lease or license. The execution of the Deed of Conveyance in favour of the said Society or Deeds of Apartment in favour of purchasers of all Units in the said Project shall be

expressly subject to the rights created under any such Lease or License mentioned in this Clause.

34)A portion out of the said Land is earmarked for installation of a MSEDCL Transformer. Such portion will have to be demised to the MSEDCL for a period of Ninety-Nine years. In the circumstances, the execution of the Deed of Conveyance in favour of the said Society or Deeds of Apartment in favour of purchasers of all Units in the said Project shall be expressly subject to such lease of the said portion granted in favour of MSEDCL.

35)The Promoter has named the Project under construction on the said Land as "GANGA AVANTA" 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.

36)The Purchaser/s shall at 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.

37)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.

38)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.

E-mail address of the Promoter: _____

E-mail address of the Purchaser/s: _____

- 39) 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 her which shall for all intents and purposes be considered as properly served on all the Purchaser/s.
- 40) 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 or the said Land.
- 41) This Agreement may only be amended through written consent of the Parties.
- 42) 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 thereunder.
- 43) 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 / transferee, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.
- 44) 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.
- 45) The Promoter and Purchaser/s agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

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

47)Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, then it shall be referred to Conciliation with the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the 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 being a portion admeasuring _____ sq.mtrs. out of the portion admeasuring Hectares 01=20 Ares out of land admeasuring Hectares 02=16 Ares earlier bearing Survey No.47 Hissa No.1 and presently out of CTS No.1996 situate, lying and being at Village Mundhwa within the Registration Sub-District of Taluka Pune City, District Pune and within the limits of the Municipal Corporation of Pune and which land admeasuring Hectares 01=20 is bounded as follows, that is to say:-

On or towards the East : Survey No. 45, Mundhwa.

On or towards the South : Survey No. 45, Mundhwa.

On or towards the West : Survey No. 46, Mundhwa.

On or towards the North : Portion of Survey No. 47/1, Mundhwa.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Unit)

The Residential Flat admeasuring _____ sq.mtrs. carpet area (as defined hereinabove) bearing No. _____ to be situate on the _____ Floor of the said Building / Wing "A-1" comprising the Project to be known as "GANGA AVANTA _____" to be constructed by the Promoter on the said Land TOGETHER WITH the exclusive right of user of the Open Terrace at eye-level admeasuring _____ sq.mtrs. appurtenant thereto and FURTHER TOGETHER WITH the exclusive right of user of _____ covered Car Parking space/s bearing Nos. _____ to be situate on the _____ Basement Floor / Ground Floor of the said Building / Wing and which Flat together with the said Open Terrace at eye-level appurtenant thereto is delineated in Red Ink on the _____ Floor Plan annexed hereto as **Annexure "C-1"** and which Car Parking space/s are delineated in Red Ink on the _____ Basement Floor / Ground Floor Plan annexed hereto as **Annexure "C-2"**.

THE THIRD SCHEDULE ABOVE REFERED TO:

(Description of Common Areas and Facilities)

- Stair cases
- Lifts
- Lift lobbies
- Fire escapes
- Common entrances and exits of the Building / Wing
- Parking area on Ground Floor
- Parks
- Play areas
- Water Tanks
- Sumps
- Motors
- Ducts

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Schedule of Payments)

Sr No	Stages	%	Cum %
1	On Booking	10%	10%
2	On Agreement	10%	20%
3	Commencement of Plinth	20%	40%
4	Commencement of 1st Floor	4%	44%
5	Commencement of 3rd Floor	4%	48%
6	Commencement of 5th Floor	4%	52%
7	Commencement of 7th Floor	4%	56%
8	Commencement of 9th Floor	4%	60%
9	Commencement of 11th Floor	4%	64%
10	Commencement of 13th Floor	4%	68%
11	Commencement of 15th Floor	4%	72%
12	Commencement of 17th Floor	4%	76%
13	Commencement of 19th Floor	4%	80%
14	Commencement of 20th Floor	4%	84%
15	Commencement of 21st Floor	4%	88%
16	On Brickwork Work	3%	91%
17	On Plastering Work	3%	94%
18	On Flooring Work	3%	97%
19	On or before Possession	3%	100%

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Specifications and Amenities)

SPECIFICATIONS

- Floor to Ceiling Height of 4.20 meters
- Premium Grade A finish of all the Common Areas of the Building including Lobby, etc.
- 3 High Speed Elevators and 1 High Speed Service Elevator
- Heated Swimming Pool + Massage Rooms + Grade A Gym
- Car Parking with Car Wash and Electric Car Charging facilities
- Spacious Games Room
- Roof Top Lounge
- 100% Diesel Generator backup
- Water and Sewage Treatment Plants
- Gas Pipeline + Indoor / Outdoor Wi-fi connectivity + Garbage chute
- BMS, Access Controls, Security Cameras
- Air Conditioned Drivers Rooms
- Premium Aluminium Windows
- SS Railings in Deck Area
- Attractive Façade Lighting for Building elevations
- Conference Room + 2 Meeting Rooms

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Common Expenses & Outgoings)

- i. Housekeeping and cleanliness
- ii. Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, solar System, intercom.
- iii. Running cost of all the equipment and instruments above.
- iv. Common electricity bills for common area of buildings and common areas of the Project
- v. Security charges
- vi. Gardening charges
- vii. Expenses of water as may be required to be purchased from private sources and all other related expenses

- viii. Running expenses for recreational areas and play grounds and equipment's thereof.
- ix. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses after the completion of the Project and the whom has been specifically appointed for the said reason only.
- x. Non agricultural taxes if any applicable and any other similar taxes after the completion of the Project and as laid down by the PMC or concerned local bodies.
- xi. Pest control expenses after the completion of the Unit.
- xii. Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.
- xiii. Elevator repairs & maintenance contracts along with lift inspection charges.
- xiv. Firefighting certification after completion
- xv. Operational and electricity charges for the sewage treatment plant for the Project
- xvi. Property Tax after the completion of the said Unit and Building.
- xvii. Any other taxes, levies, cess etc. of the said Unit ,
Any other statutory charges

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
 (Details of Payments made on or before execution hereof)

Sr. No.	Date	Amount	Bank	Cheque No./RTGS/DD.No.
1				
	TOTAL		(Rupees _____)	

SIGNED & DELIVERED by the)
withinnamed Promoter)
M/S.SOHAM ASSOCIATES)
by the hand of one of its Partners)
SHRI.SUBHASH SITARAM GOEL /)
SHRI.SWARANSINGH GYAANSINGH)
SOHAL in the presence of:-)

1.

2.

SIGNED & DELIVERED by the)
withinnamed Confirming Parties)
(1) SMT.RATANBAI INDRAKUMAR)
AKA INDRAJEET KACHI)
(2) SHRI MILIND INDRAKUMAR AKA)
INDRAJEET KACHI)
(3A) SOU.SHRUTI HEMANT KANCHI)
(3B) KUMARI SALONI HEMANT KACHI)
& (3C) KUMAR ATHARVA HEMANT)
KACHI [heirs and next of kin of the late)
SHRI.HEMANT INDRAKUMAR AKA)
INDRAJEET KACHI])
(4) SHRI SACHIN INDRAKUMAR)
AKA INDRAJEET KACHI)
(5) SHRI AMAR INDRAKUMAR AKA)
INDRAJEET KACHI in the presence of)

1.

2.

SIGNED & DELIVERED by the)
withinnamed Purchaser)
SHRI./SMT._____)
in the presence of:-)

1.

2.