

Date:

ALLOTMENT LETTER

To,

Mr.

Mrs.

Address.....

.....

Contact Number:

E-mail address:

Dear Sir / Madam,

You have shown your interest in purchasing an Apartment (details of Apartment is more particularly described herein below) in our project _____, situated at Survey No. _____, at village _____, Taluka _____, District _____. We have accepted your offer on following terms and conditions;

APARTMENT PARTICULARS	
APARTMENT No.	
FLOOR	
CARPET AREA	_____ Sq. mtrs.
USABLE FLOOR AREA OF ENCLOSED BALCONY	_____ Sq. mtrs.
USABLE FLOOR AREA OF ATTACHED BALCONY	_____ Sq. mtrs.
USABLE FLOOR AREA OF TERRACE	_____ Sq. mtrs.
TOTAL USABLE FLOOR AREA OF APARTMENT	_____ Sq. mtrs.
COVERED PARKING SPACE FOR 4 WHEELER	Numbers _____

TOTAL PRICE AND PAYMENT PLAN		
Price of Apartment		Rs.
Price of Covered car parking		Rs.
Agreement Cost		Rs.
PAYMENT SCHEDULE		
On or before execution of Agreement	10%	Rs.

Within 2 weeks after the execution of Agreement	20%	Rs.
On Completion of the Plinth of the building	15%	Rs.
On Completion of 2nd Slab above the Plinth	05%	Rs.
On Completion of 4th Slab above the Plinth	05%	Rs.
On Completion of 6th Slab above the Plinth	05%	Rs.
On Completion of 8th Slab above the Plinth	05%	Rs.
On Completion of 10th Slab above the Plinth	05%	Rs.
On Completion of the walls and internal plaster / gypsum of the said Apartment	05%	Rs.
On Completion of the external plaster of the said Apartment	05%	Rs.
On Completion of the external plumbing of the said Apartment	05%	Rs.
On Completion of the flooring of the said Apartment	05%	Rs.
On Completion of the electrical work of the said apartment, staircase and lobby of the floor on which the said apartment is situated	05%	Rs.
At the time of handing over of the possession of the Apartment to the Allottee / Purchaser/s on or after receipt of completion certificate, whichever is earlier	05%	Rs.
Grand Total	100%	Rs.

OTHER CHARGES PAYABLE BY ALLOTTEE ON OR BEFORE EXECUTION OF AGREEMENT	
Stamp Duty – __%	Rs.
Registration Charges -	Rs.
GST - @ __%	Rs.
Miscellaneous Registration Expenses	Rs.
Total	Rs.

AMOUNTS PAYABLE BY THE ALLOTTEE ON OR BEFORE DELIVERY OF POSSESSION OF THE APARTMENT	
Deposit towards Outgoings of Society and Maintenance charges Rs. _____ for 24 months	Rs.
GST (@____%) on the maintenance Charges (or as applicable)	Rs.
Total	Rs.

TERMS AND CONDITIONS:

1. Issuance of this non-transferable Allotment Letter to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee signs and delivers the Agreement with all the schedules (Copy attached) along with the payments due as stipulated in the above Payment Plan within 30 (thirty) days from the date of this Allotment Letter; and appears for registration of the Agreement before the concerned Sub - Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law.
2. If the Allottee(s) fails to execute and deliver to the Promoter Agreement within 30 (thirty) days from the date of this Allotment letter and / or appear before the Sub-Registrar for its registration as and when intimated by the Promoter within the aforesaid 30 days, then the Promoter shall serve a notice to the Allottee by email / by hand / by Post (RPAD) / by courier on the address given by the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application / Allotment of the Allottee, the developer shall have the sole discretion to cancel the said flat and refund all sums deposited by the Allottee in connection there with including the booking amount / token amount after deduction of administration and documentation charges and return the balance amount to the Allottee without any interest or compensation whatsoever.
3. Minimum token amount should be equivalent to Rs.1,00,000/- which shall be retained as interest free bonafide refundable deposit, refundable.
4. Unless agreement is entered into by the applicant, no right of any nature is conferred or intended to be conferred by this Letter on the applicant.
5. All taxes, cess, charges or levies under any concerned statute shall be borne and paid by the Purchaser, over and above the price of the Apartment.
6. I / We am / are aware of the complete details of the project and made this advance payment against option to buy, at my / our own discretion and decision. I / We has / have been shown and given copy of sanctioned plans, layout plans, alongwith specifications, approved by the competent authority. I / We has / have confirmed that the above mentioned plans, specifications etc. are displayed at the site.
7. Any Financial Scheme offered is subject to the approval of the Banks.
8. The proposed Purchaser is intimated to take full and free inspection of the Flat / Project before the execution of Agreement to Sale of the Flat and copies of documents have been provided to the proposed Purchaser/s.
9. The Developer shall give the possession of the Flat to the Purchaser on or before _____ from the date of execution of the Agreement with grace period of 6 months and any delay covered under Force Majeure shall be excluded from the said period and the grace period.
10. Booking amount of the Flat is 10% of the Basic Flat Cost, which can be paid by a Cheque / Bankers Cheque / Credit Card / RTGS / NEFT and the same will be adjusted as part consideration after the allotment is confirmed on execution & registration of

Agreement to Sale of the Flat. The proposed Purchaser shall be liable to pay the cheque return charges & cheque clearing charges (if any).

11. If the cheque / DD is not honoured / paid within a reasonable time, due to whatsoever reason, then the option to buy shall stand automatically cancelled.
12. If the proposed Purchaser is doing self-funding, then he / she/ they needs / need to pay the due amount as per payment schedule within 30 days from the option to buy along with all Post Dated Cheques (at the time of Registration) as per CLP (Construction Linked Plan).
13. If the proposed Purchaser/s is / are opting not to buy the said Flat, the proposed Purchaser/s agree/s for receiving the amount, after deducting following amount on account of administration and documentation charges without any interest.

a. Cancellation Charges - Rs. 15,000/- per flat

15. If the proposed Purchaser opting for loan, he / she / they should obtain loan sanction letter within 15 days from the option to buy and register the Agreement to Sale within 20 days. If the Purchaser fails to do so then interest would be charged @12% or Developer would cancel the option to buy with cancellation charges. The Developer holds the right to cancel the option to buy of the Purchaser on failure of Agreement to Sale and payments as per the payment schedule. It is the sole responsibility of the proposed purchaser to obtain the loan sanction letter from the respective financial institution.

16. The proposed Purchaser is fully aware of the total cost he / she / they has / have to pay for buying the Flat, along with registration charges, stamp duty, GST and other applicable taxes, if any, and undertakes to make the balance amount on due dates, without fail, if opts to buy. The said GST shall be subjected to the change in taxes as per State Government and Central Government.

17. The proposed Purchaser shall always allow the PMRDA / PMC Authorities or any other concerned authority for the purpose of drainage, water health, MSEDCL etc. and shall have no claim in respect thereof. All such easement rights are presumed to be given to PMRDA / PMC Authorities and other local authorities by the Developer.

18. Developer will be applying to the concerned authorities for giving separate water connection for the scheme and electricity meters and connections for MSEDCL supply connections from the concerned department. If the said Authorities / Departments fail to supply water to the said project within reasonable time then in such case the Developer may provide water supply through a sub meter or may arrange the supply of water through any other temporary arrangement due to which or if there is improper supply of water, the Developer shall not be held responsible for the same and the proposed Purchaser hereby consents for any temporary arrangement that may be made, determined & decided by the Developer. In case the concerned Authority fails to supply the water to the said project then the temporary arrangements for supply shall become permanent arrangement and the proposed Purchaser/s shall pay the charges for the same at actuals as may be decided by the Developer. If the MSEDCL / concerned Authority fails to supply electrical connection and electricity to the said project within reasonable time then in such case the Developer may provide electrical supply through a sub meter or may arrange the supply of electricity through any other temporary arrangement due to which or if there is improper supply of electricity the Developer shall not be held responsible for the same and the proposed Purchaser hereby consents for any temporary arrangement that may be made, determined & decided by the Developer. The proposed Purchaser shall be liable to pay charges for the said facilities at actuals. The Developer shall be entitled to deduct any dues of such proportionate or entire charges payable by the proposed Purchaser/s for the above mentioned expenses from maintenance deposit / charges or any deposit accounts

for which the proposed Purchaser/s hereby give/s his / her / their consent.

22. The Purchaser agrees to timely receive any relevant communication / offers via Phone Courier / Emails or SMS.

22. The terms and conditions set out in the Agreement to Sale will be final on the Purchaser/s.

23. Any dispute will be subject to jurisdiction of civil courts in Pune only.

24. The Purchaser/s hereby agrees to abide by all terms and conditions as mentioned above and confirm that the details mentioned in above are true and correct to the best of my knowledge.

I / We have read, understood, accepted and agreed for the above mentioned contents, payment plan, terms and conditions.

Allottee's Signature 1) _____ 2) _____

_____ **(PROMOTER)**

Mr.

Sales Person Signature: _____

ARTICLES OF AGREEMENT

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

BETWEEN

(1) M/S.VEDANT CONSTRUCTION and (2) M/S.VEDANT DEVELOPERS, both partnership firms duly registered under the provisions of the Indian Partnership Act, 1932 having its Registered Office at 311, Third Floor, City Tower, Dhole Patil Road, Pune 411001, by the hands of one of its Partners, **SHRI. RAHUL PREMPRAKASH GOYAL / SHRI.AKASH PREMPRAKASH GOYAL**, hereinafter referred to jointly as "**THE PROMOTERS**" (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 firms, the survivor or survivors of them and the heirs, executors, administrators and assigns of such last survivor)

...OF THE FIRST PART

AND

(1) SHRI.SANDEEP BABURAO NAIK, (1A) SOU.SNEHALATA BABURAO NAIK and (2) SOU.PARWATIBAI BAJIRAO JAGADALE, all Indian Adult Inhabitants Nos.(1) and (1A) residing at Snehdeep Bungalow, Plot No.41, Tulshi Baugwale Colony, Sahakarnagar, Pune 411009 and No.(2) residing at 216/217, Somwar Peth, Pune, by the hands of their duly constituted attorneys, **SHRI. RAKESH CHANDRABHAN AGARWAL and SHRI.SANDEEP DEEPAK AGARWAL**, hereinafter referred to collectively as "**THE CONFIRMING PARTIES**" and individually as "No. (1), (1A) and No. (2) of the Confirming Parties" respectively (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. MR.

Age:

Occupation:

PAN:

Residing at: _____

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 Third Part;

A) WHEREAS Nos. (1) and (1A) of the Confirming Parties herein are the Owners of all that piece and parcel of land or ground admeasuring Hectares 00=73 Ares bearing Survey No.39 Hiss No.2

and of a portion admeasuring Hectares 00=26 Ares out of land admeasuring Hectares 00=66 Ares bearing Survey No.39 Hissa No.3 both situate, lying and being at Village Mohammedwadi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune;

B) AND WHEREAS vide an Agreement for Development dated 02.08.2004 (duly registered under Serial No.3191 of 2004 with the Sub-Registrar, Haveli XII, Pune) made by and between Nos.(1) and (1A) of the Confirming Parties herein of the One Part and one Shri. Sunil H. Kripalani of the Other Part, Nos.(1) and (1A) of the Confirming Parties herein granted rights of development of the said land bearing Survey No.39 Hissa No.2, Mohammedwadi, Pune to/in favour of the said Shri. Sunil H. Kripalani at or for the consideration and on the terms and conditions therein contained;

C) AND WHEREAS vide an Agreement for Assignment dated 28.11.2006 (duly registered under Serial No.9453 of 2006 with the Sub-Registrar, Haveli XII, Pune) made by and between the said Shri. Sunil H. Kripalani and Shri. Arvind Valjibhai Thakkar HUF, Shri. Nitin Valjibhai Thakkar HUF & Shri. Ranjit Valjibhai Thakkar HUF, the said Shri. Sunil H. Kripalani assigned and transferred all and whatsoever his right, title and interest in the said land bearing Survey No.39 Hissa No.2, Mohammedwadi, Pune and the benefit factor of the said Agreement dated 02.08.2004 to/in favour of the said Shri. Arvind Valjibhai Thakkar HUF and Two Others at or for the consideration and on the terms and conditions therein contained;

D) AND WHEREAS vide an Agreement for Development dated 04.12.2006 (duly registered under Serial No.9351 of 2006 with the Sub-Registrar, Haveli XII, Pune) made by and between the said Shri. Arvind Valjibhai Thakkar HUF and Two Others of the One Part and Shri. Atul Jaiprakash Goel and Shri. Amit Jaiprakash Goel of the Other Part, the said parties jointly agreed to develop the said land bearing Survey No.39 Hissa No.2, Mohammedwadi, Pune and to implement a project thereon on the terms and conditions therein contained;

E) AND WHEREAS vide an Agreement for Assignment of Development Rights dated 31.05.2008 (duly registered under Serial No.6922 of 2008 with the Sub-Registrar, Haveli XII, Pune), made by and between, interalia, the said M/s. Goel Ganga Celestial and No.(2) of the Developer herein, the said M/s. Goel Ganga Celestial assigned and transferred all and whatsoever its beneficial right, title and interest in the said land bearing Survey No.39 Hissa No.2, Mohammedwadi, Pune to/in favour of No.(2) of the Developer herein at or for the consideration and on the terms and conditions therein contained;

F) AND WHEREAS vide an Agreement dated 27.12.2007 (duly registered under Serial No.11191 of 2007 with the Sub-Registrar, Haveli XI, Pune) made by and between, interalia, Nos.(1) and (1A) of the Confirming Parties herein and one Shri. Khursheed Riaz Siddiqui & Sou. Saba Khursheed,

Nos.(1) and (1A) of the Confirming Parties herein granted rights of development of the said portion admeasuring Hectares 00=26 Ares out of the said land bearing Survey No.39 Hissa No.3, Mohammedwadi, Pune to/in favour of the said Shri. Khursheed Riaz Siddiqui & Sou. Saba Khursheed at or for the consideration and on the terms and conditions therein contained;

G) AND WHEREAS vide an Agreement for Development dated 02.02.2010 (duly registered under Serial No.1084 of 2010 with the Sub-Registrar, Haveli II, Pune) made by and between, interalia, Nos.(1) and (1A) of the Confirming Parties herein and No.(1) of the Promoters herein, Nos.(1) and (1A) of the Confirming Parties herein [with the consent of the said Shri. Khursheed Riaz Siddiqui & Sou. Saba Khursheed], granted rights of development of the said portion admeasuring Hectares 00=26 Ares out of the said land bearing Survey No.39 Hissa No.3, Mohammedwadi, Pune to/in favour of No.(1) of the Promoters herein at or for the consideration and on the terms and conditions therein contained;

H) AND WHEREAS No.(2) of the Confirming Parties herein is the Owner of all that piece and parcel of land or ground admeasuring Hectares 00=05 Ares bearing Survey No.39 Hissa No.1/9, situate, lying and being at Village Mohammedwadi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune;

I) AND WHEREAS vide an Agreement dated 28.03.2007 (duly registered under Serial No.2306 of 2007 with the Sub-Registrar, Haveli XV, Pune) made by and between No.(2) of the Confirming Parties herein and M/s. Dilip Oswal and Associates, No.(2) of the Confirming Parties herein granted rights of development of the said land bearing Survey No.39 Hissa No.1/9, Mohammedwadi, Pune to/in favour of the said M/s. Dilip Oswal and Associates at or for the consideration and on the terms and conditions therein contained;

J) AND WHEREAS vide an Agreement for Development dated 19.04.2010 (duly registered under Serial No.3430 of 2010 with the Sub-Registrar, Haveli II, Pune) made by and between, interalia, No.(2) of the Confirming Parties herein and No.(1) of the Developer herein, No.(2) of the Confirming Parties herein [with the consent of the said M/s. Dilip Oswal and Associates], granted rights of development of the said land bearing Survey No.39 Hissa No.1/9, Mohammedwadi, Pune to/in favour of No.(1) of the Developer herein at or for the consideration and on the terms and conditions therein contained;

K) AND WHEREAS, in the circumstances, the Developer herein is entitled to develop the said lands bearing Survey No.39 Hissa Nos.2 and 1/9, Mohammedwadi, Pune and the said portion admeasuring Hectares 00=26 Ares out of the said land bearing Survey No.39 Hissa No.3, Mohammedwadi, Pune;

L) AND WHEREAS No.(1) of the Developer herein is sufficiently entitled to the following lands/portions out of land bearing Survey No.39, Village Mohammedwadi, Taluka Haveli, District Pune:

Survey No.	Area in Are	Doc. No.	Document	Company
39/1/9	5	3430/10	Agreement to Sell	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal and Mr. Sandeep Agarwal
39/2	73	6922/08	Agreement to Assignment of Development rights	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal and Mr. Sandeep Agarwal
	26	1084/10	Agreement	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal and Mr. Sandeep Agarwal
	2	6612/10	Sale Deed	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal and Mr. Sandeep Agarwal
	1	6611/10	Sale Deed	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal and Mr. Sandeep Agarwal
	1	8332/10	Sale Deed	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal and Mr. Sandeep Agarwal
	4	9318/10	Deed of Sale	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal and Mr. Sandeep Agarwal
	2	1066/11	Sale Deed	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal and Mr. Sandeep Agarwal
39/3	1	1725/11	Sale Deed	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal, Mr. Sandeep Agarwal and Mr. Rahul Goyal
	13	1081/11	Sale Deed	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal, Mr. Sandeep Agarwal and Mr. Rahul Goyal
	3	857/11	Deed of Sale	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal, Mr. Sandeep Agarwal and Mr. Rahul Goyal
	9.5	1057/11	Sale Deed	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal, Mr. Sandeep Agarwal and Mr. Rahul Goyal
	3	9709/10	Deed of Sale	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal and Mr. Sandeep Agarwal
39/13B + 14/1	2.34	1068/11	Sale Deed	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal, Mr. Sandeep Agarwal and Mr. Rahul Goyal
39/13B + 14/1	2.33	1085/11	Sale Deed	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal, Mr. Sandeep Agarwal and Mr. Rahul Goyal
39/13B + 14/1	2.33	1088/11	Sale Deed	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal, Mr. Sandeep Agarwal and Mr. Rahul Goyal
39/13B +	7	3558/11	Sale Deed	M/s. Vedant Construction through its

14/2				Partners Mr. Rakesh Agarwal, Mr. Sandeep Agarwal and Mr. Rahul Goyal
39/13B + 14/3	7	7775/11	Sale Deed	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal and Mr. Sandeep Agarwal
39/13B + 14/4	10	7933/10	Sale Deed	M/s. Vedant Construction through its Partners Mr. Rakesh Agarwal and Mr. Sandeep Agarwal
Total	174.5			

M) AND WHEREAS the said land admeasuring Hectares 00=73 Ares bearing Survey No.39 Hissa No.2, Mohammedwadi, Pune, the said portion admeasuring Hectares 00=65.5 Ares out of the said land bearing Survey No.39 Hissa No.3, Mohammedwadi, Pune, the said land admeasuring Hectares 00=05 Ares bearing Survey No.39 Hissa No.1/9, Mohammedwadi, Pune, the said lands admeasuring Hectares 00=07 Ares, Hectares 00=07 Ares, Hectares 00=07 Ares and Hectares 00=10 Ares bearing Hissa Nos. 13B+14+1, 13B+14+2, 13B+14+3 and 13B+14+4 respectively of Survey No.39, Mohammedwadi, Pune held by the Developer herein formed a contiguous block admeasuring Hectares 01=74.50 Ares and which contiguous block admeasuring Hectares 01=74.50 Ares is hereinafter referred to as **“THE SAID LARGER LAND”**;

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

O) AND WHEREAS the Additional Collector of Pune has permitted conversion of user of the said Larger Land to “residential” under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966 vide its Order dated 07/12/2012 bearing No. PMH/NA/SR/1279/2011;

P) AND WHEREAS the Municipal Corporation of Pune, vide its Commencement Certificate dated 18/01/2018 bearing No. CC/2241/17; sanctioned the building layout / building plans in respect of the construction to be carried out on the said Larger Land and whereas as per the said sanctioned building layout / building plans, the Promoters are to construct Buildings “A”, “B”, “C”, “D”, “E”, “F” and “G” containing Residential Flats thereon;

Q) AND WHEREAS the said sanctioned Layout in respect of the said Larger Land contains an Amenity Space and road widening area admeasuring 2594.69 sq. mtrs and 202.03 sq. mtrs. respectively and whereas after deducting the area of the said Amenity Space and road widening from the area of the said Larger Land thereof, the net area thereof is 14653.28 sq. mtrs and which is more particularly described in the **SCHEDULE I** hereunder written and hereinafter referred to as **“THE SAID LAND”**;

R) AND WHEREAS the Promoters have entered into a standard Agreement with **SPACE DESIGNERS SYNDICATE, Pune**, ARCHITECTS who are registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects and the Promoters have appointed **G.A. Bhillare & Associates, Pune** for the preparation of the STRUCTURAL DESIGN and DRAWINGS of the said buildings and the Promoters have accepted the professional supervision of the said Architects and the said Structural Engineer till the completion of the project;

S) AND WHEREAS the said Property is demarcated and measured by Demarcation and Measurement Certificate bearing M. R. No. 814 dated 02/08/2013.

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

T) AND WHEREAS the Developer has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Developer shall have right to change, amend and revise the sanctioned layout plans, construction plans and the Purchaser shall not withhold his consent without any reasonable objection. The Developer has annexed the proposed layout plan to this Agreement as an **ANNEXURE "H"**, but without disturbing the area and the location of the said unit, the Developer shall have right to change, amend and revised the said proposed layout plan, the proposed construction plans and got the same sanctioned and the Purchaser/s shall not withhold his / her / their consent for the same. The Developer shall form the co-operative society as the case may be of the Purchasers as per the wings and when the units are sold and buildings are completed then the Condominium shall be formed.

U) AND WHEREAS the Developer has disclosed to the Purchaser/s that he has got the primary sanction of 7 residential building bearing Nos. "A", "B", "C", "D", "E", "F" and "G". In phase I there shall be building nos. A, B and C, in Phase II there are two buildings bearing nos. D and E, in Phase III there is building No. F and in Phase IV there is building No. G. The Building No. A has P + 9 Residential Floors. The Building No. B has P + 9 residential Floors. The Building No. C has P + 9 residential floors. The Building No. D has P + 9 residential floors. The Building No. E has P +11

residential units. The Commercial units 1 – 5 in the Commercial “A” building has ground floor and mezzanine floor. The Commercial units 6 – 9 in the Commercial “E” building has ground floor and mezzanine floor. The Commercial units 10 – 17 in the Commercial “C” building has ground floor + mezzanine floor and offices bearing 101 - 104 on the first floor. The Commercial Building Nos. A, E and C have been completed and Pune Municipal Corporation has issued Completion Certificate bearing No. OCC/1470/13 dated 31/12/2013. The Building No. F has been sanctioned with P + 11 floors and Building No. G has been sanctioned with P + 6 floors. The Residential Building Nos. A to F have been completed and Pune Municipal Corporation has issued Completion Certificates bearing Nos. OCC/0844/11 dated 25/01/2011, OCC/0326/12 dated 14/06/2012, OCC/085/14 dated 29/09/2014, OCC/1556/14 dated 20/03/2015 and OCC/0837/17 dated 26/07/2017. The construction plans of the Building No. G shall be revised and the TDR will be loaded on it and the proposed Building No. G shall have P + 15 floors. The Developer has applied / shall be applying for revision to consume the available FSI as well as the paid and premium FSI and thereafter the Developer shall get sanction of additional floors on the said buildings. The Developer through this Agreement is giving the Purchaser full knowledge that after receiving the revised sanction, the project and the building size shall be increased. The Developer has given the Purchaser full knowledge about the same and the Purchaser shall issue a No Objection Certificate / Consent Deed for the additional construction after the revision of the sanction plan.

V) AND WHEREAS the copies of Certificate of Title issued by the Advocate of the Developer is annexed hereto as “**ANNEXURE A**”, floor plans of the unit/s agreed to be purchased by the Unit Purchaser approved by the concerned local authority is annexed hereto as “**ANNEXURE B**”, N.A Order is annexed hereto as “**ANNEXURE C**”, the Commencement Certificate issued by Pune Municipal Corporation is annexed hereto as “**ANNEXURE D**”, Details of the said accommodation are mentioned in **SCHEDULE II**, Amenities of the flat and common amenities are mentioned in **SCHEDULE III**, the specifications of the said accommodation are mentioned in **SCHEDULE IV**, 7/12 extract of said property showing the title of the Owner and Developer is annexed hereto as “**ANNEXURE E**” and the consent letter of the Purchaser/s is annexed hereto as “**ANNEXURE F**”. The sanctioned layout plan of the Schedule I property is annexed hereto as ‘**ANNEXURE G**’. The proposed Layout Plan has been annexed hereto as ‘**ANNEXURE H**’. Any other relevant revenue records showing the nature of the title of the Developer to the said property, on which the units are constructed, are separately shown to the Purchasers.

W) AND WHEREAS the Purchaser/s has / have before execution of these presents independently scrutinized the foregoing / necessary documents with the help of his / her / their Advocate and has completely satisfied himself / herself / themselves in respect of the title of the Developer to the said property and his right to construct a building project thereon and his right to sell the constructed Flats / Units and of the due compliance by the Promoter of the relevant provisions contained in the said Acts and Rules. As per the provisions of The Real Estate (Regulation and Development) Act,

2016 the Developer has handed over copies of all the relevant / necessary documents to the Unit Purchaser/s and the Unit Purchaser/s acknowledge / s the receipt thereof.

X) AND WHEREAS in pursuance of the Sanctioned Plan the Promoter has started construction of **Phase 4** of “**GANGA KINGSTON**”, consisting of Multistoried Buildings having Residential Units in a portion out of the said property. The Purchaser/s herein is / are aware of the fact that the Developer herein has entered or will enter into similar or separate agreements/s with several other person/s and party/ies in respect of other shop/s, commercial premise/s flat/s, terrace/s, garage/s, office unit/s, tenement/s, basement, car parking/s under the stilt and land adjacent to the building/s.

Y) AND WHEREAS that the Developer is developing the said property in 4 phases or more and as such there would be a phase wise construction on the said property. The Developer has further disclosed to the unit purchaser/s that the development of the said property shall be phase wise and the Developers shall have right to change, amend and revised the sanctioned layout plans, construction plans with the consent from the unit purchaser/s but the unit purchaser shall not withhold the said consent without any reasonable cause. The Developer shall form the co-operative society of unit purchasers in the phase wise or building wise manner i.e. as and when the phases are sold and buildings are completed subject to the provisions of Maharashtra Ownership Flats Act and The Real Estate (Regulation and Development) Act, 2016.

Z) AND WHEREAS the Purchaser/s is / are desirous of acquiring right, title interest in Residential Premises bearing Unit No. _____, having carpet area admeasuring _____ sq. Mtrs enclosed balcony admeasuring about _____ Sq. Mtrs. and dry balcony admeasuring about _____ Sq. Mtrs (the “carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or Verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee / Unit Purchasers, but includes the area covered by the internal partition walls of the apartment.) along with adjacent terrace admeasuring carpet area of about _____ sq. mtrs. situated on ____ Floor of building “G” in Phase No. 4 in the complex known as “**GANGA KINGSTON**” situated on Schedule I Property and the above mentioned unit is more particularly described in Schedule II written hereunder and hereinafter referred to as the **SAID ACCOMMODATION / UNIT** and has made an offer to the Promoter.

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

BB) AND WHEREAS the Developer hereby discloses that he has obtained project loan for the construction of the “G” building in the said project from Omprakash Deora People’s Cooperative Bank Ltd. Hingoli.

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

DD) AND WHEREAS the Developer has accepted the offer of the Purchaser and agreed to execute these presents with the Purchaser subject to the terms and conditions mentioned hereinafter.

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

1. CONSTRUCTION AS PER APPROVED PLANS: -

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

2. CONSIDERATION OF THE SAID ACCOMMODATION: -

Relying upon the Purchaser/s representation and the assurance, the Developer herein have agreed to sell and the Purchase/s herein has/ have agreed to purchase a Flat in the construction scheme known as “**GANGA KINGSTON**” a residential Flat bearing Unit/ Flat No. ____ admeasuring carpet area of about ____ Sq. mtrs. enclosed balcony admeasuring about ____ Sq. Mtrs. and dry balcony admeasuring about ____ Sq. Mtrs along with adjacent terrace admeasuring carpet area of about of ____ Sq. mtrs. situated on ____ Floor of building “G” in Phase No. 4 appurtenances thereto which is more particularly described in “Schedule II” written hereunder and herein after the aforesaid premises referred to or called as “**THE SAID ACCOMMODATION**” at or for total consideration of Rs. _____/- (Rupees _____ Only) including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and further including price of common areas and facilities appurtenant to the said accommodation and also including the Share Money, Entrance Fee and Other Expenses for formation of the Ultimate Body to be formed, towards Club Membership Charges expenses for obtaining electric connection from M.S.E.D.C.L., but excluding the amount of Stamp Duty and Registration, Amount of Taxes such as, GST and Amount of Legal Charges and amount of annual maintenance which shall be paid

by the Purchaser/s directly to the Developer. The nature, extent and description of the common areas and facilities and restricted areas and facilities are more particularly described in Schedule III written hereunder and the Developer herein has agreed to provide the amenities mentioned in Schedule III and the specifications in the said accommodation are more particularly described in the Schedule IV written hereunder.

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

The Unit Purchaser/s has/have agreed to pay the GST by separate payments to the Developer. It is also agreed between the parties hereto that, the Unit Purchaser/s herein shall bear and pay the amount of GST as applicable on every installment of payment of consideration. If at any time, after execution of this agreement, the increase in GST under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes / duty / charges / premium / cess / surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute / rule / regulation notification order / either by the Central or the State Government or by the local authority or by any revenue or other authority,

in respect of the said property or the said tenement or this agreement or the transaction herein, shall exclusively be paid / borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. The agreed consideration of the said unit / accommodation has been fixed by the parties hereto by considering the set off / benefits of GST as may be applicable from time to time and the Developer has already passed on the benefit of set off of GST to the Unit Purchaser/s. It is therefore agreed between the parties hereto that the Developer shall be entitled to get the set off / credit of the GST paid on these presents and the Unit Purchaser/s shall not have any claim over the same.

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

3. PAYMENT IN INSTALLMENTS:-

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

<u>TOTAL PRICE AND PAYMENT PLAN</u>		
Price of Apartment		Rs._____-/-
Price of Covered car parking		Rs._____-/-
Agreement Cost		Rs._____-/-
PAYMENT SCHEDULE		
On or before execution of Agreement	10%	Rs._____-/-
Within 2 weeks after the execution of Agreement	20%	Rs._____-/-
On Completion of the Plinth of the building	15%	Rs._____-/-
On Completion of 2nd Slab above the Plinth	05%	Rs._____-/-
On Completion of 4th Slab above the Plinth	05%	Rs._____-/-
On Completion of 6th Slab above the Plinth	05%	Rs._____-/-
On Completion of 8th Slab above the Plinth	05%	Rs._____-/-
On Completion of 10th Slab above the Plinth	05%	Rs._____-/-
On Completion of the walls and internal plaster / gypsum of the said Apartment	05%	Rs._____-/-
On Completion of the external plaster of the said Apartment	05%	Rs._____-/-
On Completion of the external plumbing of the said Apartment	05%	Rs._____-/-

On Completion of the flooring of the said Apartment	05%	Rs. _____/-
On Completion of the electrical work of the said apartment, staircase and lobby of the floor on which the said apartment is situated	05%	Rs. _____/-
At the time of handing over of the possession of the Apartment to the Allottee / Purchaser/s on or after receipt of completion certificate, whichever is earlier	05%	Rs. _____/-
Grand Total	100%	Rs. _____/-

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

regulations published / issued in that behalf to that effect alongwith the demand letter being issued to the Unit Purchaser/s.

4. OBSERVANCE OF ALL CONDITIONS IMPOSED BY LOCAL AUTHORITIES:

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

5. UTILIZATION F.S.I: -

The Developer has shown the sanctioned plan to the Flat Purchaser which shows the Floor Space Index (FSI) presently available & unutilized F.S.I in respect to the said land. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is 15767.19 square meters only and the Promoter has planned to utilize future construction potential of 0 Sq. mtrs by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme or F.S.I. that may become available due to the handing over of roads etc. as mentioned in the Development Control Regulation or based on execution of increased FSI which may be available in future or modification to Development Control Regulations which are applicable to the said project and the T.D.R. admeasuring about 9000 Sq. mtrs. The Developer has disclosed the construction potential of 24767.19 Sq. mtrs as proposed to be utilized by him on the project land in the project and the Unit Purchaser/s has agreed to purchase the said accommodation based on the proposed construction and sale of accommodations to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Developer has attached the Sanctioned Layout Plan as well as Proposed Layout Plan to these presents as **ANNEXURE "G"** & **ANNEXURE "H"**. The plan of the said Premises is subject to amendments and changes as may be stipulated by the sanctioning authorities, Government, local authority and / or the requirements of the Developer. The Unit Purchaser/s has / have agreed to purchase the said Apartment based the proposed construction and sale of apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Developer only. The Purchaser hereby agrees and gives his specific irrevocable consent, through the present Deed by executing a No-Objection Certificate/ Consent Deed, is attached as **ANNEXURE "F"**, to the Developer to carry out such amendments, alterations, modifications and / or variations in constructing the said Premises, said Building on the said property and / or to the layout plan and / or to the Building plans (whether or not envisaged and / or constructed at present), provided that the location and the area / size of the said Premises agreed to be purchased by the Purchaser

is not in any manner adversely affected. The Purchaser agrees that the said consent is irrevocable. It is disclosed by the Developer to the Purchaser/s that the amenity space in the said lay out or in the proposed lay out shall be developed by the Developer by getting the construction plans sanctioned from the appropriate authority and the Unit Purchaser/s consent/s to the same. The Developer shall sell the units in the building constructed on the said amenity space to any third party at any price as he may deem fit and the Purchaser / s shall not have any concern with it. It is further disclosed by the Developer to the Unit Purchaser / s that at the option of Developer, the amenity space can be developed by the Developer himself or can be handed over to the Government / Semi Government as the case may be and appropriate additional F.S.I. could be obtained for construction on the said property. The Developer shall exercise the said option at the time of completion of the project and accordingly may construct the amenity space himself by getting the construction plans sanctioned on the amenity space and construct thereon and sell the units therein any bonafide Purchaser/s at any price that he may deem fit. The sanctioned Layout in respect of the said land includes Amenity Space/s. It is hereby clarified that when title to the said Land transferred to the Ultimate Body formed of all the purchasers of Shops Premises / Flats / Units in **“GANGA KINGSTON”** the said Amenity Space/s will not be so conveyed in favour of the Ultimate Body and the Promoters shall be entitled to deal with and treat the said Amenity Space as is permissible under the applicable Building Bye-laws and as per Law.

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

The residual F.A.R. (F.S.I.) in the plot of the layout which is not consumed will be available exclusively to the Developer at all times. The Developer has disclosed to the Unit Purchaser/s that the part of the F.S.I. shall become available only after happening of certain events during the construction of the said project and after such events happened, the Developer shall get the construction plans revised from the appropriate authority, without disturbing the area and location of the said accommodation and the Unit Purchaser/s shall give his No Objection without any delay. The Developer shall also without let, hindrance or objection on any account from the Unit Purchaser be entitled to avail and utilize the FSI / T.D.R, or any other benefit if allowed in future anywhere on the said Schedule I property or in / upon the proposed building/s. The Developer is entitled to utilize the residual TDR / FSI if any permitted as per revised D.C. rules & or the Developer is also entitled to put any additional floors for which adequate arrangement of amenities are already made and for putting such additional floors, the structural arrangement have already been made and the said construction is part of the said project & about the same Purchaser/s has / have got satisfied after seeing the necessary records of the Developer and have accorded their consent for making further construction over the building already sanctioned subject to the condition of Purchaser's tenement is not altered or changed. The developer has the sole rights / authority to amalgamate the adjoining plot into the existing plot / project and convert it into a bigger layout. The developer has the rights to utilize the FSI somewhere else / in the existing project / the amalgamated land as it thinks deem fit to do so.

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

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

consent/s to the same. The term ultimate body shall be accordingly construed wherever such construction is permissible in relation to said term.

f. The development / widening roads / infrastructure outside the project is not the responsibility of the developer / promoter, the same will be developed by the concerned sanctioning authorities i.e. Pune Municipal Corporation. Any kind of development outside the boundary of the project “**GANGA KINGSTON**” is not the responsibility of the developer.

g. It being made expressly clear that the ultimate body's transfer deed/s in respect of the said property viz. The said land and/or any part/s thereof with building thereon shall contain such provision which shall be accordingly framed and the burden thereof shall run with the land shall be binding upon all the persons who are the holders of their respective flat/s comprised in the said property as the Developer may reasonably require for giving effect to and/or enforcing the said restriction covenants and stipulations.

h. It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested into each and therefore the Unit Purchaser shall have no right or remedy to defer or deny any obligation imposed on him since he has availed of the benefit factor of such obligation by reduction in the consideration hereunder.

8. DECLARATION OF PURCHASER/S: -

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

- a) Nature of the title of the Confirming Parties to their respective holdings in the said Land along with the relevant Documents.
- b) All the plans sanctioned by the Municipal Corporation of Pune in respect of the said Complex proposed to be constructed on the said Land and the specifications of the said Complex.
- c) Nature and particulars of fixtures, fittings, and amenities to be provided in the Unit hereby agreed to be sold.
- d) The Purchaser/s will not be permitted to sell the said flat before the possession / completion certificate is obtained as well the Purchaser/s will have to obtain the no objection certificate from the Promoters before selling the said flat.
- e) The nature of organization of persons to be constituted of all purchasers of Units in the said Complex to be known as “**GANGA KINGSTON**” and to which title is to be passed being one or more Co-operative Housing Societies governed by the provisions of the Maharashtra Co-operative Societies Act, 1960.

- f) The fact that after the said Unit has been completed and the Purchaser/s put in possession thereof, the Purchaser/s shall be obliged to bear and pay the Municipal Property Taxes in respect of the said Unit as may be assessed and levied by the Planning Authority, any other taxes or charges, Electricity Charges and Water Charges as may be applicable from time to time.
- g) The Purchaser/s confirm/s that the Developer has disclosed to him / her / them that if there is any setback from the boundary which is not a part of the project / no development zone; hence the rights and ownership of the same is with the land owner and the Purchaser/s have no rights / objection for the same.
- h) The Purchaser/s accepts that in case the water tap is left open in the flat of the said Purchaser/s, in such circumstances if any leakage /seepage occurs in the adjoining or below flats, the Purchaser/s will be solely responsible and agrees to bear the damage cost of the flat where the damage has occurred due to his / her / their negligence.
- i) The purchaser accepts and understands that under any circumstances he / she will not be allowed to enter the area / building of construction in the project where the purchaser has purchased the flat due to safety reasons, till the time he / she is called by the developer / promoter for the possession of the said flat or the Unit Purchaser/s may be allowed to visit the construction site with at least 7 days prior appointment in writing from the office of the Developer.
- j) As mentioned above, the said land is situate within the limits of the Municipal Corporation of Pune and in the circumstances, the Municipal and Planning Authority is the said Corporation. However, at the time when the Promoter submitted the building layout and building plans in respect of the said Land for sanction to the Municipal Corporation of Pune / PMRDA, the Municipal Corporation of Pune has, as a pre-condition for grant such sanction, required the promoter to make provision of supply of water to the project to be implemented on the said Land and which undertaking has been taken by the said Corporation from the Promoter. The promoter has made application to the Municipal Corporation of Pune for Municipal water connections of the requisite capacity for the said project and the Promoter has made payment of the necessary charges in respect of such water connections to the said Corporation. However, until such time as such, Municipal water connections are provided by the Municipal Corporation of Pune and the same become operational and until such time as the Municipal water supply through such connections inadequate for the needs of the holders/occupants of flats/units in the said project, the promoter proposes to procure water for the requirement of the holders / occupants of flats/units in the said Project through water tanker agencies and other sources. All costs, charges and expenses for provision of such water to the said project are to be borne and paid by the holders / occupants of flats/units in the said Project on a pro – rata basis. Such cost of provision of water to the said Project shall be deemed to be part of the expenses and outgoings of the common Areas and Facilities of the said Project as specified in the Fifth Schedule hereunder written. In the circumstances, from out of the amounts contributes by the purchaser/s herein and the purchasers of other Flats / Units in the said project towards the expenses and outgoings of the Common Areas and Facilities of the said project, the promoter shall defray the costs of making provision for water.

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 Promoters, the Purchaser/s, with full knowledge thereof, has / have entered into this Agreement.

9. INTEREST ON AMOUNTS DUE: -

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

10. TITLE OF BUILDING: -

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

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

The Developer shall be liable to pay only the Pune Municipal Corporation Taxes / statutory taxes, at actual, in respect of the unsold flats and other premises and the token sum of Rs. 11/- (Rs. Eleven Only) per month towards out goings in respect of the unsold Units. In case the Deed of Conveyance is executed in favour of the Ultimate Body, the disposal by the Developer of all the flats and other premises in the said building/s, then and in such case the Developer / Member in respect of such

unsold premises and as and when such premises are sold, to the person of the choice and at the discretion of the Developer (the realizations belonging to the Developer alone) the Ultimate Body shall admit as members the Purchasers of such premises without charging any premiums or any other extra payment of whatsoever nature. The Developer shall not and will not be liable or required to pay any transfer fees, entrance fees or any fees or charges under any head and also will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold units other than the token sum of Rs. 11/- per month as mentioned above and also the allottees of such unit shall be liable to pay maintenance from the date of allotment and delivery of possession. The Developer is developing the said property in phase wise manner. It shall be the option of the Developer either to have one Ultimate Body for each building or one Ultimate Body/ies in respect of all the buildings or different group of Building/s to be constructed by the Developer as aforesaid on the said property or on the said layout land and to convey the said property or the said layout land to such ultimate body / society or to have separate Co-operative Housing Societies in respect of the different building/s / flats to be constructed by the Developer, in which event, such different building or buildings / flats together with the land appurtenant thereto (to the extent and of the dimensions as may be decided upon by the Builders) shall be conveyed in favour of the separate bodies/Co-operative Housing Societies with adequate means of access to each of such building/s, with provisions for maintenance and repairs by the societies concerned of the water tanks, water and other pipes and amenities and giving access to the respective building/s. The provisions here in above contained in the proceeding clause, for conveying the said building/s and the said property described in the SCHEDULE I hereunder shall be subject to the provision of this clause.

11. TERMINATION OF AGREEMENT: -

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

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

breach within 15 days from the receipt of notice, then the Developer shall be entitled to terminate these presents and shall refund the amount received till then by the Developer from the Purchaser/s after the deductions of the administrative charges @ rate of 10% of the Agreement value and the liquidated damages, if any, and after deducting the amount paid towards the Stamp Duty, Registration, Legal Charges and the amount paid towards the taxes such as GST, TDS / any other taxes (if any) on all the amounts. The Developer shall not be liable to pay any interest on such refund amount. Upon termination of this agreement and refund of aforesaid amount by the Developer and the Purchaser/s shall execute and register a Cancellation Deed in favour of the Developer canceling the present Agreement. Further the Developer shall be at liberty to dispose off and sell the said Accommodation to such person and at such price as the Developer may in their absolute discretion think fit after the execution and registration of the Cancellation Deed with the Purchaser/s.

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

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

12. POSSESSION OF UNIT: -

The Developer shall give possession of the said Unit to the Unit Purchaser/s on or before ___/___/___ from these present on receiving all the dues payable by the Unit Purchaser/s, to the Developer, if any. However, Unit Purchaser/s will not be entitled to claim or get the possession of his / her / their Unit till he / she / they rectify breach, if any, of any of the terms presents. The Unit Purchaser/s shall take the possession within 15 days from the date of intimation from the Developer that the said unit is ready for occupation, failing which the unit purchaser shall be liable to pay Rs. _____/- (Rupees _____ only) plus GST thereon towards the maintenance of the said unit for a period of twenty four months. In pursuance of these presents if the Developer fails to give possession of the Unit to the Unit Purchaser/s by the said date on account of any reasons beyond their and/or their agents control as per the provisions of section 8

of Maharashtra Ownership Flats Act, and provisions of Real Estate (Regulations and Development) Act 2016, and after a grace period of nine months if those reasons stills exists, then Purchaser/s shall have right to terminate this Agreement and the Developer shall be liable on demand to refund to the Purchaser the amount received by them in respect of the Unit along with interest as prescribed under the Rules i.e. the State Bank of India Highest marginal cost of lending rate plus 2% from the date the Developer has received the sum till the date the amount and interest is repaid. If the Unit Purchaser/s does / do not intent to withdraw from the project then the Developer shall pay the interest as specified in the rule on all the amounts paid by the Unit Purchaser/s every month of delay, till the handing over the possession.

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

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

13. USE OF FLAT / PARKING: -

That the Unit Purchaser/s shall use the Unit or any part thereof or permit the same to be used only for purpose allowed as per plan sanctioned by the local authority. He / she / they shall use the parking space only for purpose of keeping or parking his / her / their own vehicle and shall only park his / her / their vehicle in the specific parking space attached to him / her / them and shall not disturb the parking facilities attached to the other Unit Purchasers or claim any rights on the un-attached parking spaces. It will be the sole power / decision of the developer to keep the Residential and Commercial parking space common / separate / connected under the podium area in the said project. The Purchaser/s is / are hereby prohibited from raising in the matter of attachment of accommodation flat / car parking etc. as per the **SCHEDULE II** by the Developer on the ground of

nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality.

14. FORMATION OF CO-OPERATIVE SOCIETY / LIMITED COMPANY / APARTMENT CONDOMINIUM: -

The Unit Purchaser/s along with other Purchaser/s of the Unit/s in the building/s shall join in forming and registering the Co-operative Society / Limited Company / Apartment Condominium and for becoming a member including the bye-laws of the proposed Co-operative Society / Limited Company / Apartment Condominium and duly filled in, sign and return to the Developer within 8 days of the same being forwarded by the Developer to the Unit Purchaser/s so as to enable the Developer to register the said organization of the purchaser/s under section 10 of the said Act and the time limit prescribed by the Rule 8 of the Maharashtra Ownership Flats (Regulation of the Developer of Construction, Sale, Management and Transfer) Rules 1964 shall not be applicable since these presents provide for the time limit. No objection shall be taken by the Unit Purchaser/s if any changes or modification are made in the draft, Byelaws or the Memorandum and / or Article of Associations as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be or any other Competent Authority. The Developer shall have the right and discretion to form in singular or with separate identities from time to time, sign and execute the application for registration and or membership and other papers of the documents necessary for the registration and complete the formalities required for that. The Developer shall, may in his discretion, form one society in full or separate societies for separate buildings / wings in respect of the buildings constructed on the said property. In case the Developer decides to form several the Co-operative Society / Limited Company / Apartment Condominium then there shall be formed a Federation of Societies and each of the societies from the buildings constructed on the said property shall send their representative to the Federation of the Co-operative Society / Limited Company / Apartment Condominium which shall be registered with Deputy District Registrar (Housing) Co-operative Societies, Registrar of Companies or any other concerned Authority. If due to any legal impediment or for any other reasons, such federation of societies could not be formed, then the Developer shall execute a Deed of Conveyance of the internal roads, common amenities and facilities as mentioned in Schedule III A to all the societies jointly. The decision taken by the Developer shall be final and binding on the unit purchaser/s. The charges of formation, registration, legal expenses, handing over, membership fees of the Co-operative Society / Limited Company / Apartment Condominium are included into consideration of flat.

15. CONVEYANCE IN FAVOUR OF CO-OPERATIVE SOCIETY / LIMITED COMPANY / APARTMENT CONDOMINIUM: -

Unless prevented by circumstances beyond the control of the Developer it is agreed that Co-operative Society / Limited Company / Apartment Condominium of unit purchasers will be formed and registered and the land covering the plinth area and the building thereon will be conveyed to

such Co-operative Society / Limited Company / Apartment Condominium or its members within three months from and after (i) the receipt of occupation / Completion Certificate from the appropriate authority on Completion of construction of all the buildings and utilization of entire FSI and TDR permissible to be utilized in the said whole of the project on the said property and by completing all the construction on the said property as per Development control Rules (whether previously got sanctioned or not) and the Unit Purchaser/s shall not withhold his/her/their consent without any reasonable cause for such revision of construction / layout plans, (ii) Sale of all units in scheme, (iii) Acceptance of the draft of sale deed / Deed of Declaration as the case may be by the Parties concerned (i.e. by Developer and Co-operative Society / Limited Company / Apartment Condominium) by their mutual consent and (iv) After payment of all the dues, amounts and considerations including stamp duty, etc. by all the members of the Co-operative Society / Limited Company / Apartment Condominium of all the unit purchasers (whichever is later). It is clarified by the Developer to the Unit Purchaser/s that the Purchaser/s will have to bear and pay the stamp duty and registration charges extra before the conveyance of the land, plinth area and building thereon. After the executions of above Deed of Conveyances / Deed of Declarations and after the formation of Apex Body all the common facilities and the other amenities mentioned in Schedule - III A shall be transferred to the said Apex Body by executing appropriate document / indenture in favour of the said Apex Body. If the formation of the Apex Body is not possible for whatever reasons then the Developer shall execute the Sale Deed of internal roads, common areas, facilities etc. in favour of all the societies jointly. Thereafter the said Apex Body or the said societies shall maintain the said common facilities and amenities as provided hereunder. It is clarified by the Developer to the Unit Purchaser/s that the area of the said land shall be reduced due to the handing over of Amenity Space and other handing over of part of the said land for obtaining F.S.I. and the Developer shall execute the above mentioned Sale Deed in respect of the remaining portion of the said land.

16. PROJECT / BUILDING MAINTENANCE:

Commencing a week after notice in writing is given by the Promoter to the Purchaser that the said tenement is ready for use and occupation the Purchaser shall be liable to bear and pay the maintenance charge of Rs. _____/- (Rupees _____ Only) plus GST thereon to the Developer for the share of outgoings in respect of the said land and building/s namely maintenance of for / of, 1) Towards maintenance and repairs of common areas and facilities, 2) Wages of Watchmen, Sweepers, waste management, Gardener, STP and OWC operator etc., 3) Revenue Assessment, 4) All other taxes, levies, charges and ceases, 5) Electricity bills, maintenance & deposit charges in respect of common area electricity, water pumps, STP, OWC, Fire equipment, installations and bills 6) Expenses of and incidental to the management and maintenance of the said Complex known as “**GANGA KINGSTON**”, 7) Remuneration paid to an Estate Manager appointed to supervise the management and upkeep of the said complex till such management and control is handed over to the Ultimate Body formed of the purchaser/s of Units in the said complex, 8) All costs, charges and expenses to procure water for the requirement of the

holders / occupants of Flats / Units in the said Project through water tanker agencies and other sources. 9) Repair & replacement of solar, machinery, electrical items, internal roads, water pumps, lifts, tiles or any spare parts of the common area machinery. 10) All expenditure done for the repair & replacement of infrastructure / machinery or man power being used by the residents commonly for their daily convenience and usage. 11) Maintenance of the common facilities mentioned in Schedule III A and 12) The Developer / Promoter have the sole discretion to run the maintenance on its own or give the contract to an agency. Payment to such maintenance Agency will be borne from Maintenance charges so collected. Misc. Charges and it excludes following items Property Taxes and other Local Authorities / Municipal Taxes concerned with the individual flat holders and Building/ Buildings, Insurances or Sinking Funds concerned with the individual flat holders and Building / Buildings, Personal Water Charges / Bills and personal MSEDCL Bills, Internal Flat Maintenance. On or before taking possession of the said Unit, the Purchaser/s shall be obliged to make payment to the Developer an amount of Rs. _____/- (Rupees _____ Only) plus GST at actual as per the law for the said Unit towards the pro-rata share of the Purchaser/s for a period of Twenty Four Months commencing at the time of the Purchaser/s is / or called upon to take the possession of the said Unit in the outgoings and expenses of the Common Areas and Facilities of the said Complex / said whole of the project as mentioned hereinabove. If any government taxes / charges are levied after completion, the same will be paid out of maintenance charges like Environmental Clearance renewal / property tax / Audit / NOC / AMC and any other as applicable as per rules and regulations. It is hereby clarified that the said pro-rata contribution of the Purchaser/s in the outgoings and expenses of the Common Areas and Facilities of the said Complex being found to be insufficient even within / before the end of Twenty Four months as mentioned herein above, the Purchaser/s shall be obliged to make up / pay the shortfall as and when called upon by the Promoters to do so. If the Purchaser/s do not make up / pay the shortfall amount as required towards maintenance amount, the developer will discontinue the maintenance of the services and the developer will not be responsible for the inconvenience / damage caused to any of the parts / machineries i.e. Lifts, STP, OWC, pumps, or any such of the common machineries. If the Purchaser/s do not pay the electricity bill on time and if the MSEDCL disconnects the connection and takes away the meter, in that case also the developer will not be held responsible. It is agreed by and between parties hereto the above mentioned amenities shall be completed by the Promoters simultaneously with completion of the whole of the project and not in the phase wise manner but the necessary amenities like road, light, septic tank which are basic amenities shall be completed alongwith the construction of the building/s.

The above mentioned facilities and amenities are provided by the Developer for the use and enjoyment of the unit purchasers and as such any untoward incident and / or accident takes place or occurs, the Developer shall not be responsible for the same. The above mentioned facilities and amenities are common for all the 4 Phases or more and the Unit Purchaser/s shall have no objection

for the same. The Purchaser/s have seen the amenities and facilities in the said project, the same is ready and final and the same is agreed by the Purchaser/s.

The Project / Buildings will be maintained by the Developer from the maintenance amounts received from the Unit Purchasers for the tenure of 2 years from the date possession of the particular building in which the said unit is located and the expenses occurred in this respect are Non Accountable & Non Refundable. If the customer does not come to take the possession on receiving the intimation from the developer to take the possession, the maintenance for the said flat will start immediately from the start date as mentioned in the letter / email sent by the developer to the Purchaser/s.

After the formation of the Co-operative Society / Limited Company / Apartment Condominium of Unit Purchasers all the permissions / renewal / audit / NOC / AMC in respect of sewage treatment plant, organic waste converter, Lifts, water and in respect of all the amenities provided by the Developer which requires auditing / NOC / AMC / renewal of permissions from the central government, state government, local authorities, Maharashtra Pollution Control Board and permissions from fire department shall be renewed by the said Co-operative Society / Limited Company / Apartment Condominium at its own costs and the said facilities and formalities shall be maintained by the said Co-operative Society / Limited Company / Apartment Condominium and its own expense. The said societies shall maintain the above mentioned common facilities at their own costs.

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

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

18. STAMP DUTY & REGISTRATION CHARGES: -

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

19. MSEDCL CHARGES:-

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

20. SPECIAL RIGHT OF THE DEVELOPER:-

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

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

a) The Developer shall be entitled to transfer, assign, attach, dispose off and / or sell in any manner as they deem proper the said open spaces, adjoining terraces and other specified and unspecified spaces to anybody on the terms and conditions mentioned in the proceeding clause/s. The Unit Purchaser/s along with the other Purchaser/s or Purchaser/s of whatsoever kind in respect of the

rights, title, interest of the Developer and/or its nominees or assigns in respect of matter mentioned in the proceedings clause/s hereby gives their consent to the same.

b) The Developer shall become member of the Co-operative Society / Limited Company / Apartment Condominium, if the Developer transfers, assigns and disposes off the said open spaces unattached covered car parking, adjoining terrace or other specified or unspecified spaces at any time to anybody the assignees, transferee and / or the Purchaser/s thereof shall be admitted as member/s of the Co-operative Society / Limited Company / Apartment Condominium. The other Unit Purchaser/s will have no right to raise any objection to admit such assignee or transferee or allottee or Purchaser/s as member of Co-operative Society / Limited Company / Apartment Condominium.

c) **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO** that the Unit Purchaser shall be entitled to erect TV antennas only at such places as the Developer shall allow. Dish Antenna shall specifically not be erected without the prior written consent of the Developer. The Unit Purchaser shall not have any grievances as regards internal road/s which can only be completed after all the buildings in the scheme are duly constructed. All unattached terraces / parking spaces or open gardens / spaces / areas etc. shall remain exclusively owned by the Developer unless specifically attached to any Unit Purchaser and the Unit Purchaser shall not object and obstruct to the Developer for attaching or using the same in any manner as they may deem fit. In case of exclusive open space / terrace / garden area / parking space rights agreed to be attached to any particular Unit Purchaser physical attachment thereof will be made only along with the agreed Unit to the Unit Purchaser/s attached thereof.

d) The Developer has reserved the right to change and alter the building plan, the elevation, the amenities, the facilities at their sole discretion, provided however if there is any major change or changes on account of such revision of plan in the Unit of the Unit Purchaser, the same shall be communicated to the Unit Purchaser. The revision / modification / changes in respect of such additions / alterations etc. shall be binding on the Unit Purchaser and the Unit Purchaser shall not be entitled to claim any damages or compensation from the Developer.

e) The top terraces on the buildings shall always be the common for all the Unit Holders in their respective buildings but the Developer / Societies right and authority to depute its representative to go to the terrace for the regular check up and upkeep, maintenance and for repairing the water storage tanks and lifts, T.V. / Dish Antenna etc. at all reasonable time.

f) The Developer shall develop the open space and construct Club House or other such facility. The Developer as owner is and shall be entitled to exclusively retain the open spaces and club house in the layout in the land and/or under the entire layout though the unit purchaser and other

unit purchasers will be admitted as members thereof and allowed to use the facilities subject to rules thereof.

The Developer shall be entitled to avail of the FSI that may be granted on the said open space and internal roads and construct thereon a recreational/cultural hall, club house, sports complex or any other construction as may be decided by the Developer in its absolute discretion and retain the same for its exclusive use and ownership. The said hall etc. and open space/s shall exclusively belong to the Developer. The Developer at its discretion may allow the use thereof for such use and consideration as the Developer in its absolute discretion may decide and the Purchaser has hereby given his irrevocable consent thereof. The Developer shall extend the facility of the open space/club house etc. to the unit purchaser/s and the said facilities shall be maintained through the maintenance charges received from the Unit Purchasers as mentioned herein above.

g) The Developers shall be entitled to connect the common area of the society with the amenity plot and drainage / water line of the said building/s in the scheme shall pass through the same and the Unit Purchaser/s shall have no objection for the same. The amenities, common areas, internal roads and all the facilities are common for all the 4 phases or more to be constructed on the Schedule I property under the name and style “**GANGA KINGSTON**”.

h) The Unit Purchaser/s is / are aware and has / have agreed that the amenity plot / space shall be owned by the Developers and the Developers shall be entitled to sell, transfer, assign the said amenity plot / space and / or to develop the same as per the permissions and sell, transfer, assign the construction thereon in favour of any third party / parties and shall be entitled to accept the consideration thereof.

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

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

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

b)Not to store in / outside the said Unit / building / surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors, which may damage or likely to damage the staircase, common passage or any other structure of the building and in case any damage is caused to the building or the Unit in account of negligence or default of the Unit Purchaser/s in their behalf, the Unit Purchaser/s shall be liable for the consequences of the Breach. It is clearly understood and agreed by the Purchaser/s that he / she / they will not carry any heavy goods in the lifts.

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

d)Not to demolish or cause to demolished the Unit or any part thereof, not at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Unit or any part thereof, or in or to the building in which said Unit is situated and not to make any alteration in the elevation and outside colour scheme of the building in which the Unit/s is situated and shall keep the portion, sewers, drains, pipes in the Unit/s and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support the shelter and protect the other parts of the building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, parapet or other structural members in the said Unit without the prior written permission of the Developer and / or from the managing Committee of the “**GANGA KINGSTON**” as the case may be. If the Purchaser/s does any kind of changes / alterations in the said flat by any other / outside / external agencies, the warranty of the developer will immediately be extinguished and the developer will not be responsible for any kind of damage / leakage in the said flat / neighboring flats.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and building in which the Unit/s are situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

f) Not to hang clothes at the conspicuous places of the building, not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit etc. in the compound or any portion of the said land and the building in which the Unit/s are situated.

g) To install the Cooling Units / Compressors of "Split Type" Air Conditioners appurtenant to the said Unit only at such places as shall be prescribed therefor by the Promoters.

h) Not to lay/ install over the exterior of the said Building or the Common Areas thereof such as staircases, landings and ducts thereof, grills, chimney, neon signboards or electronic board/s any Electrical, Telecom Lines or Conduits. The Purchaser/s will not affix a grill outside the main door or at any location therein which such grill will be visible from the exterior of the said flat or the said building without taking the prior written permission of the Promoter / Ultimate body.

i) Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae projects outside the said Unit or on any part of the exterior of the said Building or any of the Common Areas thereof, including on the terrace thereof without the prior written permission of the Promoters and/or the Society.

j) To bear and pay all local taxes, water charges, insurance and such other levies, if any, and any increase as applicable, which are imposed by the concerned local authority and / or Govt. or other public authority, on account of change of user of the Unit by the Unit Purchaser/s viz user for any purpose other than for the purpose allowed.

k) The Unit Purchaser/s shall not let, sub-let, transfer, assign or part with other Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Unit/s until all the dues payable by the Unit Purchaser/s to the Developer under this agreement are fully paid up and only if the Unit Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until they have intimated in writing to the Developer and obtain their written consent. After delivery of possession of the said tenement by the Promoter to the Purchaser/s herein in terms of this present, the Purchaser/s herein for whatsoever reason desire to grant the use of the said tenement to any third party / Bachelor / Student / Family / Foreigners on leave and license basis or otherwise, prior written consent of the Promoter till the formation of Co-operative Society and thereafter consent of the society in writing shall be required to be obtained by the Purchaser/s herein or owner of the said tenement as the case may be and further copy of such instrument shall be handed over to the Promoter or society as the case may be and further the Purchaser/s herein shall inform to the concerned police station in writing as to the grant of use alongwith the details of the persons who intend to reside / use the said tenement.

l) The Unit Purchaser / s shall permit the Developer and their surveyors and agents with or without workmen and others, at all reasonable items, to enter into and upon the said Unit and the said land and buildings or any part thereof to view and examine the state and condition thereof.

m) Any obstruction, objection, nuisance etc, created or caused by the Unit Purchaser shall forth will be removed as asked for by the Builder & Developer / by the body members thereof suffering inconvenience on account of such cause.

n) The Unit Purchaser shall not complain that any nuisance is being caused to him / them by reason of the fact that the Developer are carrying out the construction in respect of the Unit / Building/s and Structures nor shall he / she / they be entitled to complain about any loss of light and air or any other facilities on account of any construction by the Developer or his nominee/s.

o) The covenants contained in this agreement to be performed on the part of the Unit Purchaser are enforceable not only against him / them but in case of his / her / their legal representative and against his / her / their estate. However the covenants contained in this agreement to be performed on the part of the Developer are personal and shall be enforceable only against the Developer, and only by the Unit Purchaser and no other person.

p) The Unit Purchaser shall not decorate the exterior of his / her / their premises otherwise than in the manner agreed to by the Developer or in the manner as near as may in which the same as previously decorated nor will the Unit Purchaser hang out clothes, enclose balconies, paint walls, put planters or do such exterior treatments so as to change the elevation of the Building.

q) The Unit Purchaser shall not demand to be compensate for any loss, damage caused by fire, riot, shrikes, earthquakes, fluctuations in the temperatures, abnormal heavy rains or due to any other cause whatsoever after handing over possession of the Unit to the Unit Purchaser.

r) The Unit Purchaser/s shall observe and perform all the rules and regulations which the Co-operative Society / Limited Company / Apartment Condominium or as the case may be, may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of the Government and other public bodies. The Unit Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Co-operative Society / Limited Company / Apartment Condominium regarding the occupation and use of the Unit Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

23. INTIMATION FOR OCCUPATION AND DEFECT LIABILITY: -

The Unit Purchaser/s shall take the possession of the said Unit within 15 days of the Developer giving written notice to the Unit Purchaser/s intimating that the said Unit is ready for use and occupation. The possession will be given only after clearing Total cost of Unit, Other Charges, Extra

Work Charges, if any, Interest on due amounts delayed and unpaid installments, etc. The Unit Purchaser shall obtain the Provisional Possession / Possession Letter from the Developer otherwise without the Provisional Possession / Possession Letter; Possession will be treated as illegal. After the possession of the premises / building handed over, if any kind of work required to be carried out the same shall be carried out by the Purchaser in co-operation with the other Purchaser/s of the said building at their own costs and the Developer shall not be in any manner liable or responsible for the same. Provided that if within a period of five years from the date of handing over the Premises or after handling the possession to the Purchaser, the Purchaser brings to the notice of the Developer any structural defect in the said Premises or the building in which the said Premises is situated or the defective use of material therein, then, wherever possible such structural defects shall be rectified by the Developer at their own cost. That the Unit Purchaser/s has / have been made aware and that the Unit Purchaser/s expressly agree/s that the regular wear and tear of the unit / building / phase / wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 Degree Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The Developer shall not be liable to rectify any defects or for any structural defects which are additional carried out in the Premises by the Purchaser on his own wish and expenses. In case of sanitary fittings and the fitted items in the said unit which have been manufactured by other manufacturers shall bear their respective warranties given by the manufacturer and the said manufacturer shall be liable directly for the said warranty period and the Developer shall not be liable for the same. The structural defect liability means the RCC structure and slabs but will not include the outer plaster, inner plaster, paints, tiles, other fixtures and fittings provided in the Bathroom and W.C. etc.

24. NO GRANT TILL CONVEYANCE: -

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

25. FORBEARANCE NOT TO BE CONSTRUED AS WAIVER: -

Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Unit Purchaser/s by the Developer shall not be construed as waiver on the part of the Developer of any breach or non-compliance of any of the terms &

conditions of this Agreement by the Unit Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.

26. REGISTRATION OF AGREEMENT AND CONVEYANCE: -

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

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

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

28. USE OF TERRACE: -

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective Unit Purchaser/s of the Terrace Flat and such terrace spaces are intended for the exclusive use of the respective Unit Purchaser/s of the Terrace flats. The said terrace shall not be enclosed by the Unit Purchaser/s till permission in writing is obtained from the Pune Municipal Corporation Authorities and the Developer.

It is hereby agreed that the areas mentioned in Schedule III written hereunder under the head of common facilities only shall be the common facilities and the Developer shall be entitled to declare all other areas as restricted or reserved areas and facilities or to alienate and dispose off other areas and facilities in such manner as the Developer thinks fit. Common Amenities available in the project such as Water tanks, Pumps, STP, Transformer/s etc. will be common for the complete project, hence the maintenance of the same shall be borne and paid by all the residents and commercial unit holders in the project "**GANGA KINGSTON**". The amenity space in the said project shall be developed by the Developer as per the Rules and Bye-laws and the Developer shall be entitled to sell the units therein to any Third Party at any consideration as he deems fit and the Unit Purchaser/s shall not have any concern with it. The amenities and facilities mentioned herein shall be completed simultaneously with the completion of all the phases and the project but the amenities and facilities like road, lights etc. shall be completed separately for each of the phase.

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

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

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

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

Despite the declaration herein above, if any tax in the nature provided hereunder is imposed then the Unit Purchaser/s shall separately pay the GST, Betterment and Development Charges or any other tax or out goings charges payable if any levied by the State or Central Govt. or any other authority at present or in future in respect of the sale and / or transfer of the said Flat / Unit as per this Agreement. Such payment shall be effected within 7 days of demand, and the Unit Purchaser/s shall exclusively be liable for any delay in payment thereof. In case the Developer is required to pay the same for any reason whatsoever, the Unit Purchaser/s shall immediately reimburse the said payment to the Developer as per their demand. The Purchaser shall keep the Developer indemnified from all such liabilities. The Purchasers has / have hereby agreed to execute separate Indemnity Bond/s for this purpose, before taking possession of the said unit. Despite the declaration herein above, if any tax in the nature provided hereunder is imposed then the flat purchaser/s hereby agree/s that in the event of any amount by way of tax, Premium betterment charges, or development or tax or Educational cess or any other tax or payment of a similar nature becoming payable to the local authority or to the state and / or central Govt. or any authority, on the purchase, development / construction of the said property and / or sale of the flat, etc. and / or any of the incidents of this transfer of property in good involved in works contraction, etc. by the Developer either before or delivery of possession of the said flat the same shall be paid by the purchaser in advance to the Developer, as and when charged and demanded by the Developer. The Developer shall not be liable to pay the same. If purchaser/s fail/s to pay the amount within seven days from demanded then flat purchaser/s shall be liable to pay interest @ 12% p.a. until the payment is made. Also in the said event there shall be a charge of the amount due on the said flat and income there from and till payment of said dues purchaser/s shall not be entitled assign, shall or transfer the said flat in any manner. It is understood that interest shall not cover the damages/losses that will be suffered by the Developer due to non-payment. Therefore, purchaser/s shall be further liable to pay damages and losses that will be suffered by the Developer due to non-payment and the purchaser/s shall keep the Developer harmless and indemnified there from. The flat purchaser/s has / have hereby agreed to execute separate Indemnity Bond/s for this purpose, before taking possession of the said flat. In

case of dispute regarding above the same shall be referred to a single arbitrator to be appointed by the Developer. The Arbitrator shall dispense with oral evidence, give only one date for hearing both parties which will be informed to the parties on the address given below (and deemed as valid communication) and arbitrator shall give award maximum within 30 days from accepting the appointment. The award given as above shall be final and binding on both parties.

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

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

32. SET BACK COMPENSATION: -

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

33. CHANGE IN AREA OR ADDITIONS: -

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

34. REVISION OF APPROVED PLANS: -

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

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

As per the Development Control Rules applicable to the said land, the Developer herein has to provide certain car parking spaces, scooter parking spaces and cycle parking spaces for common use of the tenements holders in the said project, but considering which parking spaces will be insufficient and will cause disputes between the buyers of the tenements in the project regarding parking of their vehicles and due to that, to avoid such disputes the Developer and the Purchaser/s has mutually decided herein to make arrangement not to provide separate scooter / two wheeler parking and cycle parking, on the contrary, to enable the Developer to try and attach maximum covered / open car parking space for the tenement holders in the project. Such parking spaces will be under stilt as well as within side margin of the building/s. To avoid the disputes between tenement holders about parking spaces, the Developer herein shall be entitled to attach the parking spaces under stilt and within side margin of the building / other areas within the said project.

36. EASEMENT RIGHTS: -

The Unit Purchaser/s shall always allow the PUNE MUNICIPAL CORPORATION Authorities or any other concerned authority for the purpose of drainage, water, health, MSEDCL etc. and shall have no claim save and except in respect thereof. All such easement rights are presumed to be given to

PUNE MUNICIPAL CORPORATION Authority and other local authorities by the Developer. As also the Unit Purchaser/s shall not object to the Developer putting a slab on them for making access to the adjacent lands or for granting the access.

37. ARBITRATION: -

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

38. CONSENT TO REPRESENT: -

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

39. CONSTRUCTION IN PHASES: -

The Developer is developing said Schedule I property in phases. The Developer has sole discretion to develop the said property in phases. The Developer may join the four phases in future as one or keep them separate. The present Agreement is only in respect of Phase 3, "F" building and the Developer shall have right to enter into different Agreements with prospective Purchasers for different Phases separately. The Developer has sole discretion to provide the Common Amenities and facilities mentioned herein, common for all the four Phases. The said Phases, may be developed separately or simultaneously with each other at the discretion of the Developer. The Unit Purchaser/s has / have no objection for such Phase wise development. The Developer herein is constructing building/s on the remaining portion of the said land in phases. The Unit Purchaser/s undertakes that he / she / they shall not raise any objection on whatsoever ground including nuisance and annoyance or shall not obstruct the construction in any manner. However in any of the above mentioned eventuality the said four Phases shall be treated as one single project even if developed separately. The Unit Purchaser/s consents and authorizes the Developer to utilities and

take connections from water, electricity, sewage or drainage lines and other convenience in the said scheme / buildings as and when they require to do so for carrying on further development.

40. POSSESSION OF SAID UNIT:-

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

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

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

42. UNSOLD UNITS: -

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

43. AVAILING WATER CONNECTION & ELECTRICAL METERS: -

As the Developer will be applying to the concerned authorities for giving separate water connection for the scheme and electricity meters and connections for MSEDCL supply from the concerned department, then in that case the Developer may provide electrical connection / water supply through a sub meter or any other temporary arrangement due to which or if there is improper or inadequate supply of water the Developer shall not be held responsible for the same and the Unit Purchaser hereby consents for any temporary arrangement that may be made as demanded, determined & decided by the Developer. The services of supplying water including drinking water

and electricity are liable for payment of charges as per the consumption of the Unit Purchaser/s. The Developer shall be entitled to deduct any dues of such proportionate or entire charges payable by the Unit Purchaser for the above expenses from the maintenance deposit or any deposit accounts including corpus fund for which the Unit Purchaser/s hereby give/s consent. The Developer has not undertaken any responsibility nor has he agreed anything with the Unit Purchaser/s orally or otherwise to provide the said above mentioned services and there is no implied agreement or covenant on the part of the Developer and the Owners than the terms and conditions expressly provided under this agreement.

44. ALTERATION WORK: -

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

45. TITLE OF THE SAID LAND: -

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

46. SPECIFICATIONS OF THE UNIT:-

The Specifications of the Unit and the fixtures, fittings and the amenities to be provided by the Developer to the said Unit or to the said building are described in the Schedule III given herein below, and the Unit Purchaser shall not be entitled to any extras. If any other extra fittings, fixtures or amenities are provided by the Developer as per the request of the Unit Purchaser, the Unit Purchaser shall be bound to pay the extra price with taxes thereon for such additions as per the bills of the Developer. The bills raised by Developer shall be final. The specifications / amenities may be

changed suitably by the Developer depending on the availability of building materials, site conditions and / or changes in Government policies or laws or rules for which changes the Developer shall not be bound or held responsible or liable for doing, providing or performing any acts, matters, services, amenities or extra works for the Unit Purchaser other than those expressly appearing in this Agreement. Whatever design, elevation, layout, trees, lawns colour scheme etc. shown in the show flat / Brochure & Pamphlet of this scheme are only for aesthetic value and advertisement and the Developer has explained this fact to the Unit Purchaser/s and is not bound to provide the same and except as expressly provided under this agreement. The furniture / paint / wall paper / electronics etc. shown in the show flat is only for the Purchaser/s to understand how much space will be available / how the flat will look after the fitments of the electronic items / furniture and fittings and the developer is not committing to provide the flat as per the show flat and the Purchaser/s understands / accepts and will not raise any query / demand in future any of the items shown in the show flat apart from the actual specifications which will be provided by the developer with the said flat as mentioned in Schedule IV. It is specifically understood that the Brochure/s published by Developer from time to time in respect of the scheme is just an advertisement material and contain various features such as furniture layout in tenement, vegetation and plantation shown around the building, scheme, colour scheme, vehicles etc. to increase the aesthetic value only and the Developer are not obliged to / nor have agreed to provide the same. The Purchaser/s has gone through all the details and marketing collaterals presented to him / her after 1st May 2017 as per the RERA Act and then decided to go ahead and purchase the said flat. The balconies as shown in the sanctioned plan or pamphlet may be either kept as balconies or may be enclosed at discretion of the Developer. The Developer shall be entitled to allot or grant rights of exclusive use of all or any of them limited / restricted common areas and facility to any of the Unit Purchaser as the Developer may determine and such area of facility so reserved for exclusive use by such Unit purchaser shall be restricted facility and area for the said Unit Purchasers and shall be available for use and enjoyment to the concerned Unit Purchaser to the exclusion of the other Unit Purchaser.

47. MEASUREMENT OF THE SAID ACCOMMODATION: -

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

that, the Developer herein has agreed to sell and purchaser/s herein has agreed to purchase the said tenement alongwith appurtenances thereto on ownership basis for the lump-sum consideration and which is agreed between the parties hereto, on the basis of the carpet area of the said tenement.

48. MORTGAGE OF THE SAID PROPERTY / SCHEDULE I PROPERTY: -

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

49. INVESTOR AGREEMENT:-

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

50. T.D.S. DEDUCTION:-

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

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

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

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

SCHEDULE I ABOVE REFERRED TO:

All that piece and parcel of land or ground admeasuring 14653.28 sq. mtrs being a portion out of the contiguous block of land admeasuring Hectares 01=74.50 Ares equivalent to 17500 sq. mtrs formed of lands/portions admeasuring Hectares 00=73 Ares, Hectares 00=65.50, Hectares 00=05 Ares, Hectares 00=07 Ares, Hectares 00=07 Ares, Hectares 00=07 Ares and Hectares 00=10 Ares bearing Hissa Nos.2, 3 (Part), 1/9, 13B+14+1, 13B+14+2, 13B+14+3 and 13B+14+4 of Survey No.39 situate, lying and being at Village Mohammedwadi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune and which portion admeasuring 14653.28 sq. mtrs is bounded as follows, that is to say:-

On or towards the East	: S.No.39/13/13C belongs to Datratray Rambhau Ghule
On or towards the South	: D.P. Road 39/13B/14+3 belongs to Vedant Construction
On or towards the West	: 39/3 belongs to Vedant Construction
On or towards the North	: 39/13B+14/3 belongs to Vedant Construction

SCHEDULE II ABOVE REFERRED TO

All that piece and parcel of Residential Premises bearing Unit No. _____, admeasuring carpet area _____ sq. mtrs is delineated in red ink, enclosed balcony admeasuring about _____ Sq. mtrs. is hatched in green ink, dry balcony admeasuring about _____ Sq. mtrs. is hatched in blue ink together with Adjacent Terrace admeasuring _____ sq. mtrs on the _____ floor, in the Building "G", in Phase – 4 of the project "Ganga Kingston" situated on Schedule-I Property along with one covered car Parking (the Car Parking No. shall be allotted at the time of possession).

SCHEDULE III

A) COMMON AREAS AND FACILITIES:-

1. The land and the open space described in the First Schedule above (subject to the right of exclusive use of open spaces and car parking attached or that will be attached to various units.
2. The footings, RCC structures and main walls of the building.
3. Staircase column in the building, top terrace.
4. Firefighting system.
5. Common drainage, water and electrical lines.
6. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps, STP, OWC, Transformer/s, Electricity meters for common amenities etc.

7. Compound walls, fencing and gates, open car parkings
8. Each building with two lifts of reputed make
9. Generator back up for lifts and all common areas

B) LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. The Car parking, attached terraces to the units will be attached to specific unit purchaser/s by the Developers as per their discretion.
3. Other exclusive and limited common areas and facilities, club house, gym, etc. will be a limited to the Unit Purchasers only and as decided by the developers / society committee.

10. OTHER AMENITIES

HEALTH & FITNESS

Club House
Swimming Pool
Baby Pool
Gymnasium
Indoor Games
Sand pit

NATURE & LANDSCAPE

Landscaped garden
Party lawn

SECURITY & SAFETY

CCTV surveillance at entrance gate
Provision of Intercom system
Fire Fighting System
Entrance Gate with Security Cabin

ENTERTAINMENT

Multipurpose hall
Children's Play Area

ECO-FRIENDLY SYSTEMS

Sewage Treatment Plant
Internal Concrete Roads
OWC - Organic Waste Composite System
Solar System

ADD ON VALUES

Common Servants toilet in each building
Entrance Lobby

C) RESTRICTED AREAS AND FACILITIES:

1. Excluding the Common Parking Space, all the remaining parking space at Ground Floor level shall be restricted and the Promoters herein shall have exclusive right to allot the same to any accommodation holder in the building or otherwise.
2. Adjacent terraces as shown on the **SCHEDULE II** shall be restricted and shall be for exclusive use of such respective tenement holders.
3. The Promoters herein shall have exclusive right to convert terraces of the building as per present sanctioned building plan into constructed accommodation/s by using remaining FSI of the said land or by bringing in TDR if any on the said land.
4. All areas etc. which are not covered under aforesaid head "Common areas and Facilities" are restricted areas and facilities which include, the marginal open spaces, terraces, car-parkings within the said land and in the building/s which is / are under construction on the said land is reserved and Promoters shall have exclusive rights to sell or transfer, convey or attach the same in part or in full to any buyer of flat, terrace/s, parking space, etc. or to convert the Restricted Area into Common Area or vice-versa.

SCHEDULE IV
(SPECIFICATIONS)

STRUCTURE

Earthquake resistant RCC structure

WALLS

6" External Walls & 6" Internal Walls
Sand faced plaster for external walls
Gypsum plaster for internal walls

PAINT

Oil Bond Distemper for Internal Walls
Acrylic Paint for External Walls

FLOORING

Wooden finish tiles in master bedroom
Vitrified Flooring in all Rooms
Anti Skid Flooring in Terraces, Washrooms & Dry Balcony

ELECTRICAL

Video Door Phone
Home Automation System
Concealed Electrical Copper Wiring
Modular switches
Adequate number of Electrical Points
TV & Telephone points in Living Room & Master Bed Room
A.C. Point in Master Bed Room
Provision for inverter backup

WINDOWS

Aluminium sliding windows with Mosquito nets
Granite window sill
Powder Coated Aluminium Louvered windows in washrooms
Provision for Exhaust in Kitchen & washrooms

DOORS

Main Entrance Door with both sides Laminate
All Bedroom, Toilet & Terraces Doors will be laminated doors
Toilet Door Frames in Granite

KITCHEN

Granite Kitchen Platform with Stainless Steel Sink
Kitchen Dado with tiles up to 2'-0" height above kitchen platform level
Provision for Water Purifier
Provision for washing machine in dry balcony

TOILETS & BATHROOMS

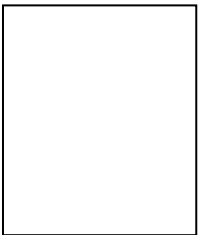
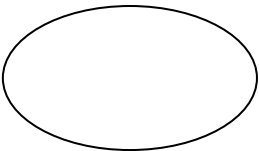
Dado tiles up to Lintel level
CP fittings
Concealed Internal Plumbing
Hot & Cold Water Mixer
Sanitary wares
Solar Water Heating System provision in Master Toilet

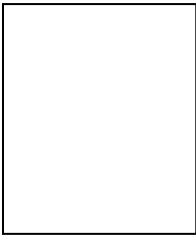
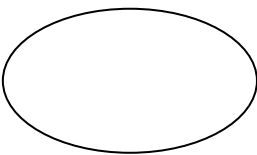
LIFTS

Each Building with two lifts of reputed make
Generator back up for lifts & all common areas

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first hereinabove written hereunder:

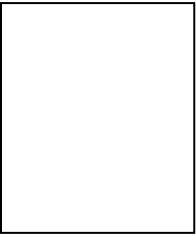
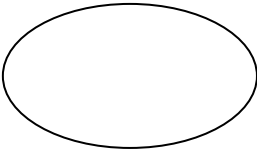
SIGNED & DELIVERED by the within named)
Promoters **(1)** M/S.VEDANT CONSTRUCTION)
and **(2)** M/S.VEDANT DEVELOPERS,)
by the hands of one of its Partners,)
SHRI.RAHUL PREMPRAKASH GOYAL /)
SHRI.AKASH PREMPRAKASH GOYAL)





SIGNED & DELIVERED by the within named
Purchaser/s

1. Mr. _____



Witnesses:

1.

2.