

**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made and executed at Pune this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian Year **Two Thousand and Nineteen.**

**BETWEEN**

**M/S.SHREE BALAJI ASSOCIATES**, (PAN No. **ABDFS3963Q**) a partnership firm duly Registered under the provisions of the Indian Partnership Act, 1932 having its Registered Office at San-Mahu Commercial Complex, 5, Bund Garden Road, Pune 411001, by the hand of one of its Designated Partners, **M/S. GANGA HOUSING PVT. LTD.** (PAN No. **AAACG6134G**) through its authorised Director **SHRI.SUBHASH SITARAM GOEL** (PAN No. **AAWPG2100P**) AND/OR **M/S. MEENAMANI GANGA BUILDER LLP** (PAN No. **AAUFM6455H**) through one of its designated partner **SHRI.ANUJ UMESH GOEL** (PAN No. **AHCPG8733F**), hereinafter referred to as "**the Promoter**" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of such last survivor] of the One Part;

**AND**

1. \_\_\_\_\_  
(PAN NO.: \_\_\_\_\_)  
Age : \_\_\_\_\_ Years, Occupation : \_\_\_\_\_,
  2. \_\_\_\_\_  
(PAN NO.: \_\_\_\_\_)  
Age : \_\_\_\_\_ Years, Occupation : \_\_\_\_\_,
  3. \_\_\_\_\_  
(PAN NO.: \_\_\_\_\_)  
Age : \_\_\_\_\_ Years, Occupation : \_\_\_\_\_,
- all 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 Other Part;

WHEREAS the Promoter herein is the owner of all those pieces and parcels of land or ground admeasuring Hectares 01=20 Ares and Hectares 03=06 Ares being portions out of lands admeasuring Hectares 04=30 Ares and Hectares 04=26 Ares bearing Hissa Nos.1 and 2/3 (2+3 old) respectively of land bearing Survey No.12 situate, lying and being at Village Dhanorie within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune;

AND WHEREAS the Promoter herein is also the owner of all that piece and parcel of land or ground admeasuring Hectares 00=03.75 Ares bearing Survey No.12 Hissa No.4/29 situate, lying and being at Village Dhanorie within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune;

AND WHEREAS (1) Shri.Subhash Sitaram Goel, (2) Shri.Rajendra Sitaram Goel and Shri.Umesh Sitaram Goel were the Owners of portions admeasuring Hectares 00=48 Ares, Hectares 00=36 Ares and Hectares 00=36 Ares respectively of land admeasuring Hectares 04=26 Ares bearing Survey No.12 Hissa No.2/3 (2+3 old ) situate, lying and being at Village Dhanorie within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune;

AND WHEREAS vide a Deed of Sale dated 29.02.2016 (duly registered under Serial No.2991 of 2016 with the Sub-Registrar, Haveli X, Pune), the said (1) Shri.Subhash Sitaram Goel, (2) Shri.Rajendra Sitaram Goel and Shri.Umesh Sitaram Goel assigned, transferred, assured and conveyed their said respective holdings admeasuring Hectares 00=48 Ares, Hectares 00=36 Ares and Hectares 00=36 Ares in the said land bearing Survey No.12 Hissa No.2/3 (2+3 old ), Village Dhanorie, Taluka Haveli, District Pune to/in favour of the Promoter herein at or for the consideration and on the terms and conditions mutually agreed upon;

AND WHEREAS the said portion admeasuring Hectares 01=20 Ares out of the said land bearing Survey No.12 Hissa No.1 Village Dhanorie, Taluka Haveli, District Pune and the said lands admeasuring Hectares 04=26 Ares and Hectares 00=03.75 Ares bearing Hissa Nos.2/3 (2+3 old ) and 4/29 respectively of Survey No.12, Village Dhanorie, Taluka Haveli, District Pune form a contiguous block admeasuring Hectares 05=49.75 Ares i.e. 54795 sq.mtrs;

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

AND WHEREAS the Municipal Corporation of Pune, vide its Commencement Certificate bearing No.CC/2108/12 dated 12.10.2012, sanctioned the building layout/building plans in respect of the construction to be carried out on the said Land;

AND WHEREAS the Promoter applied for and have obtained permission of the Office of the Collector, Pune vide his Order dated 10.06.2013 bearing No.PMH/NA/SR/52/2013, for conversion of the user of the said Land from "agricultural" to "non-agricultural" under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966;

AND WHEREAS the said sanctioned building layout and building plans were subsequently revised and the last of such revisions was sanctioned by the Municipal Corporation of Pune vide its Commencement Certificate No.CC/2865/16 dated 15.12.2016;

AND WHEREAS as per the Order passed by Deputy Superintendent of Land Records bearing Order No.SR66/2017 dated 23/01/2017 read with the Order passed by Collector, Pune 10.06.2013 bearing No.PMH/NA/SR/52/2013, the said portions admeasuring Hectares 01=20 Ares out of the land bearing Survey No.12 Hissa No.1, Hectares 04=26 Ares bearing Hissa Nos.2/3 (2+3 old ) and Hectares 00 = 03.75 Ares bearing Hissa Nos.2/3 (2+3 old ) and 4/29 respectively of Survey No.12 forming joint and contiguous block admeasuring Hectares 05=49.75 Ares i.e. 54795 sq.mtrs has been assigned new Survey Number i.e. Survey No.12/1/2/3/4/29 admeasuring 54795 sq.mtrs and effect of the same is given to the revenue records vide Mutation Entry No.23040. The said land bearing Survey No.12/1/2/3/4/29 admeasuring 54795 sq.mtrs hereinafter referred to as "**the said Larger Land**" and is more particularly described in the **First Schedule** hereunder written;

AND WHEREAS the Municipal Corporation of Pune has further sanctioned the revised plans in respect of the said larger land vide Commencement Certificate No.CC/2593/18 dated 25/11/2018, a copy of the said Plan is annexed hereto as **Annexure "D"**;

AND WHEREAS as per the abovementioned building layout and building plans, the said larger Land includes an area under **Otta Market + Shopping Center Reservation** admeasuring **9420.77 sq.mtrs** (which includes the area of the Amenity Space admeasuring 5789.46 sq.mtrs), area admeasuring

**6957.81 sq.mtrs** under **Road widening** for **60 Meter, 30 Meter and 24 Meter Roads** and area admeasuring **1252.54 sq.mtrs** affected by **Primove Nala**;

AND WHEREAS after deducting the aforesaid areas under reservation, roads and Primove Nala, the net plot area admeasures **37343.88 sq.mtrs**, which is hereinafter referred to as "**the said Land**" and the same is more particularly described in the **Second Schedule** hereunder written;

AND WHEREAS the Promoter has commenced construction on the said Land in accordance with the plans sanctioned and approved by the concerned authorities of Municipal Corporation of Pune and the Whole Project which will be constructed on the said Land in accordance with the sanctioned plans will be known as "**GANGA NEWTOWN**" and whereas the said Whole Project consists of **16 (Sixteen ) buildings** i.e. "A-1", "A-2", "A-3", "B-1", "B-2", "B-3", "C-1", "C-2", "C-3", "D-1", "D-2", "D-3", "E-1", "E-2", "E-3" and "F-1" and provision of necessary infrastructural facilities thereto and sale of the Residential Flats therein.

AND WHEREAS the said **16 (Sixteen ) buildings** i.e. "A-1", "A-2", "A-3", "B-1", "B-2", "B-3", "C-1", "C-2", "C-3", "D-1", "D-2", "D-3", "E-1", "E-2", "E-3" and "F-1" and the common amenities and facilities, constitutes the "**said Whole Project**";

AND WHEREAS "**Project - I**" of the said Whole Project to be implemented by the Promoter on the said Land shall consist of construction of the said Building "A" with three Wings, A1, A2, and A3 and provision of necessary infrastructure thereto and sale of the Residential Flats therein;

AND WHEREAS "**Project – II**" of the said Whole Project to be implemented by the Promoter on the said Land shall consist of construction of the said Building "A" with three Wings, B-1, B-2, and B-3 and provision of necessary infrastructure thereto and sale of the Residential Flats therein;

AND WHEREAS the remaining proposed Buildings "C-1", "C-2", "C-3", "D-1", "D-2", "D-3", "E-1", "E-2", "E-3" and "F-1" which are to be constructed later in phases will constitute separate "Projects" of the said Whole Project to be known as "GANGA NEWTOWN", as may be determined by the Promoter;

**AND WHEREAS** details of the said "**Project – II**" are as under:-

	No. of Floors	Floors in respect of which building	Floors in respect of which building
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		plans have been sanctioned	plans are yet to be sanctioned
Building "B-1"	Basement 1 + Basement 2 + Parking + 12 Upper Floors	Basement 1 + Basement 2 + Parking + 11 Upper Floors	12 <sup>th</sup> Floor
Building "B-2"	Basement 1 + Basement 2 + Parking + 12 Upper Floors	Basement 1 + Basement 2 + Parking + 11 Upper Floors	12 <sup>th</sup> Floor
Building "B-3"	Basement 1 + Basement 2 + Parking + 12 Upper Floors	Basement 1 + Basement 2 + Parking + 11 Upper Floors	12 <sup>th</sup> Floor

Construction of the said Buildings "B-1", "B-2" and "B-3" whereof the building plans are sanctioned and provision of necessary infrastructural facilities thereto and sale of the Units therein shall constitute "**Project - II**" of the said Whole Project and which is hereinafter referred to as "**the said project**".

AND WHEREAS the Promoter has entered into a standard Agreement with PARVEZ JAMADAR & ASSOCIATES, 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 Promoter has appointed G.A.BHILARE for the preparation of the structural design and drawings of the said buildings and the Promoter accepts the professional supervision of the said Architects and the said Structural Engineer till the completion of the said Whole Project;

AND WHEREAS the Promoter have received all the approvals from the concerned authorities for implementation of the said Project and the Promoter shall take all steps and do all acts, matters or things necessary for obtaining Completion Certificate/s in respect of the said Project after the physical completion thereof;

AND WHEREAS, in the circumstances, the Promoter are entitled to implement the said Project and sell the Flats therein and to enter into Agreement for Sale with Flat Purchaser/s and to receive the sale consideration in respect thereof;

AND WHEREAS the Promoter have applied to "MAHA-RERA" for Registration of the said Project under the provisions of Section 3 of the Real Estate (Regulation & Development) Act, 2016 and the Promoter have received such

Registration; a copy of such Registration Certificate is annexed hereto as **Annexure "G"**;

AND WHEREAS the Purchaser/s has/have agreed to purchase the Residential Flat admeasuring \_\_\_\_ sq. mtrs carpet area [as defined herein below] bearing No. \_\_\_\_ to be situate on the \_\_\_\_ floor of Wing "\_\_\_\_" in the said Project under construction by the Promoter on the said Land together with the Enclosed Balcony admeasuring \_\_\_\_ sq.mtrs. and further together with the Dry Balcony admeasuring \_\_\_\_ sq.mtrs. and further TOGETHER WITH the exclusive right of user of the Open Terrace at eye-level having an area of \_\_\_\_sq. mtrs appurtenant thereto AND FURTHER TOGETHER WITH the exclusive right of user of \_\_\_\_\_ Car Parking Space situate in the Parking Floor (the said residential Flat along with attached Terrace and Parking is hereinafter referred to for the sake of convenience and brevity as "the said Unit") on the terms and conditions set out hereinafter and whereas the said Wing "\_\_\_\_" in which the Unit is housed is hereinafter referred to as "the said Building" and whereas the said Unit is more particularly described in the **Third Schedule** hereunder written;

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

AND WHEREAS, the Purchaser/s hereby confirms that the Promoter have handed over to the Purchaser/s a draft of this Agreement along with all Schedules and Annexures before purchasing the Flat and after reading and having understood the contents of such draft along with all Schedules and Annexures, the Purchaser/s is/ are entering into this Agreement for purchase of the Flat.

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

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

**Annexure "B"** - Copy of the Extracts of Village Form VII/XII in respect of the said Larger Land.

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

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

**Annexure "E"** - Copy of the "N.A." Order in respect of the said Larger Land.

**Annexure "F"** - Copy of the Environmental Clearance Certificate.

**Annexure "G"** - Copy of the Certificate of Registration for the said Project issued by the Maharashtra Real Estate Regulatory Authority.

AND WHEREAS the Promoter has availed of Finance for implementation of the said Project on the said Land from IDBI TRUSTEESHIP SERVICES LIMITED, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at Asian Building, Ground floor, 17, R. Kamani Marg, Ballard Estate, Mumbai-400001 and branch office at IDBI Trusteeship Services Limited 1, Virjanand Marg, Vikas Puri, New Delhi-110018 acting in its capacity as the security trustee for the Lender and the Promoter had created a Mortgage (Without Possession) of the said Land in favour of the said Financial Institution as security for due repayment of such loan together with interest accrued thereon vide an Indenture of Mortgage dated 29.08.2016 (duly registered under Serial No.12343 of 2016 with the Sub-Registrar, Haveli X, Pune); and whereas, before execution hereof, the Promoter has procured the "NOC" of the said Financial Institution for sale of the said Unit by the Promoter to the Purchaser/s herein and a copy of which "NOC" is annexed hereto;

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

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

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

1) The Promoter have commenced with the construction work of the said Project "II" of the said Whole Project to be known as "**GANGA NEWTOWN**" on the said Land more particularly described in the First Schedule hereunder written. The said Project "II" [consisting of Wings "B-1", "B-2" and "B-3" of Building "B"] is hereinafter referred to as "the said Project".

2) The Promoter shall construct the said Project and the said Unit in accordance with the plans sanctioned by the concerned Authorities and in accordance with the terms and conditions mentioned in this Agreement.

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

(a) Nature of the title of the Promoter to the said Land along with the relevant Documents.

(b) All the plans sanctioned by the Municipal Corporation of Pune in respect of the said Project proposed to be constructed on the said Land.

(c) The common Amenities and facilities of the said Project and the said Whole Project.

(d) Nature and particulars of fixtures, fittings, and amenities to be provided in the said Unit hereby agreed to be sold.

(e) The nature of organization of persons to be constituted of all Purchaser/s of Units in the said Project to which title is to be passed being a Co-operative Housing Society governed by the provisions of the Maharashtra Co-Operative Societies Act, 1960.

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

5) The Promoter declare that:

(a) The said Unit and the said Project shall be constructed in accordance with the plans and specifications approved and sanctioned by the Municipal

Corporation of Pune. The said Unit shall be built as per the specifications, which are set out in the **Sixth Schedule** hereunder written.

(b) Possession of the said Unit agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Promoter on or before \_\_\_\_\_ provided that the Purchaser/s shall have made payment of the installments towards the purchase price along with the applicable Taxes and other charges/deposits/amounts as mentioned in **Clause Nos.18 to 20** of this Agreement as agreed upon without delay at the times stipulated for payment therefor.

(c) The carpet area of the said Unit shall be \_\_\_\_\_ sq. mtrs. For the purposes of this Clause and this Agreement, "carpet area" shall mean the net usable floor area of the said Unit, excluding the area thereof covered by the external walls, areas under service shafts (if any), exclusive balcony, dry balcony and open terrace area but includes the area covered by the internal partition walls and internal columns of the said Unit. The carpet area of the said Unit shall be subject to a variation of plus and minus 3%.

(d) The Promoter shall, within the time prescribed therefor under the provisions of Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder, take necessary steps for formation of a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 of all the Purchaser/s of units in the said Project.

6) The said Unit hereby agreed to be sold is intended and shall be used for permissible residential purposes only and the Purchaser/s undertake/s that the said Unit shall not be used by the Purchaser/s for any other purpose whatsoever. The Purchaser/s shall not enclose the Open Terrace and/or Parking Space or to utilize the Parking Space for any purpose other than for Parking of Vehicles. The said Open Terrace at eye-level and the said Parking Space shall be deemed to be appurtenant to the said Unit.

7) The Purchaser/s hereby accept/s and shall always be deemed to have accepted the title of the Promoter to the said Land and he/she/ they agree/s not to raise any requisition or objection in respect thereof.

8) As mentioned above, the Purchaser/s has/have agreed to purchase / acquire said Unit bearing No. \_\_\_\_\_ on \_\_\_\_\_ floor, in Wing "\_\_\_\_\_" of the said Project to be known as "**GANGA NEWTOWN**" at or for the mutually agreed total lumpsum consideration of Rs. \_\_\_\_\_ /- (Rupees

\_\_\_\_\_ Only) including Rs. \_\_\_\_\_ /- being the proportionate price of the Common Amenities and facilities which are more particularly described in the **Fourth Schedule** hereunder written.

9) The above price does not include expenses for Stamp Duty, Registration Fees and Charges the applicable Goods and Services Tax and the amounts specified in Clause No.19 herein below. The sale of the said Unit is on the basis of Carpet area only. The Purchaser/s shall make payment of the said agreed consideration amount along with the applicable Taxes by local Cheques / Demand Drafts / Bank Pay Orders drawn /issued on/in favour of the Promoter according to the Schedule of Payments set out in the **Fifth Schedule** hereunder written. The Promoter shall have a first charge/ lien on the said Unit to the extent of all amounts receivable by the Promoter from the Purchaser/s under the terms hereof. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Unit is housed and of the said Unit itself and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the **Fifth Schedule** hereunder written and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration amount along with the applicable Taxes.

10) The Promoter shall hand over the Possession of the said Unit to the Purchaser/s within the date specified in Clause No.5 (b) above and will complete the said Project on or before \_\_\_\_\_.

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

12) The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to

the Purchaser/s, obtain from the concerned local authority Completion Certificate in respect of the said Unit.

- 13) (A) (i) The Promoter hereby declares that the total Floor Space Index (FSI) (inclusive of the FSI already made available by paying premium) in respect of said Wings/Buildings "B-1", "B-2" and "B-3" of the said Whole Project known as "**GANGA NEWTOWN**", is \_\_\_\_\_ **sq.mtrs** which has been sanctioned by the Municipal Corporation of Pune, under the plans sanctioned vide Commencement Certificate No.CC/2593/18 dated 25/11/2018. The Promoter has planned and will consume the sanctioned FSI of \_\_\_\_\_ for completing **Building "B-1" (Basement 1 + Basement 2 + Ground/ Parking Floor + 11 Upper Floors – \_\_\_\_\_ Residential Flats), Building "B-2" (Basement 1 + Basement 2 + Ground/ Parking Floor + 11 Upper Floors – \_\_\_\_\_ Residential Flats) and Building "B-3" (Basement 1 + Basement 2 + Ground/ Parking Floor + 11 Upper Floors – \_\_\_\_\_ Residential Flats)**. The balance Floor Space Index (FSI), the sanction in respect of which will be procured later will be consumed for additional floors/ tenements/units to be constructed, in Buildings "B-1", "B-2", and "B-3" or as may be deemed fit by the Promoter.
- (ii) The Promoter is well and sufficiently entitled to (a) the right to consume FAR arising from the **60 Meter, 30 Meter and 24 Meter Roads** passing through the said larger Land, (b) the right to consume FAR arising from the Amenity Space of the said larger land (which amenity space is included in the area under Otta Market + Shopping Center Reservation) as the Promoter may deem fit as proper, and (c) the benefit of the "TDR" potential in respect of the said larger land.
- (iii) The Promoter hereby declares that the Promoter shall avail the TDR and/or FSI/FAR as mentioned above as permissible under the prevailing Development Control Rules of Municipal Corporation of Pune and also the increased FSI/FAR which may be available in future on modification/ amendment to the Development Control Rules of Municipal Corporation of Pune. The Purchaser/s has/ have agreed to purchase the said Unit knowing the fact about construction to be carried out by the Purchaser by
- 13) (B) The Promoter hereby represents and warrants to the Purchaser/s as follows:

i. The title of the Promoter to the said Land is free, clear and marketable and the Promoter have the requisite right to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the said Project.

ii. The Promoter have lawful rights and requisite approvals from the Competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project.

iii. That, save and except such Mortgage created in favour of IDBI Trusteeship Services Limited on the said Land and construction to be carried out thereon as security for due repayment of Project Finance availed of by the Promoter from the said Company, there are no other encumbrances on or in respect of the said Land.

iv. Save and except as disclosed in certificate of title issued by the Advocate of the promoter, there is no other litigation pending before any court of law with respect to the said land.

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

vi. The Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;

vii. The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project and said Land which will, in any manner, affect the rights of Purchaser/s under this Agreement;

viii. The Promoter confirm that the Promoter are not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement;

ix. The Promoter have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project and said Land to the Competent Authorities;

x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Project and the said Land.

14) The Purchaser/s hereby agree/s to pay all amounts due and payable under this Agreement within 15 days from the date of receipt of intimation by way of E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement and Telephonic Messages on the cell phone number of the Purchaser/s mentioned in this Agreement. It is hereby agreed that the time for payment of all dues under this Agreement by the Purchaser/s to the Promoter is the essence of the contract. It is hereby expressly agreed that if, for any reason whatsoever, the Purchaser/s fail/s or delay/s to make payment of any of the said dues within a period of fifteen days from the date of receipt of intimation given by the Promoter, then Purchaser/s agrees to pay interest as specified in the Rules (2% + State Bank of India Marginal Cost of Lending Rate) on all the delayed payments from the date the said amount is payable till the date of payment. However if the Purchaser/s commits three defaults of any such payment of installments, the Promoter shall at its own option, may terminate this Agreement, provided that, the Promoter shall give notice of fifteen days in writing to the Purchaser/s, by E-mail on the email id provided in this Agreement or under Registered Post/Private Courier at the address provided in this Agreement and Telephonic Messages on the cellphone number of the Purchaser/s mentioned in this Agreement of the Promoter's intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund without

interest to the Purchaser/s the amounts paid by Purchaser, after deducting therefrom a sum of **Rs.1,00,000/-** (Rupees One Lakh Only) (being the agreed quantum of liquidated damages which shall stand forfeited by the Promoter) within a period of thirty days of such termination. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also Service Tax, Value Added Tax, GST or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoter. The Purchaser/s shall only have a money claim simplicitor on the Promoter for refund of all such amounts due to the Purchaser/s from the Promoter. The Promoter shall be fully entitled to deal with and dispose off the said Unit in such manner as the Promoter deem fit and proper without recourse or reference to the Purchaser/s.

15) Subject to what is stated in the next succeeding Clause, in the event the Promoter fail and/ or neglect to complete the said Unit and hand over possession thereof to the Purchaser/s within the stipulated period and if the Purchaser/s does not intend to withdraw from the Project then Promoter agree to pay interest as specified in the Rules, (i.e.2% + State Bank of India t Marginal Cost of Lending Rate) on the aggregate of all amounts paid by the Purchaser/s to the Promoter pursuant to this Agreement and such interest shall commence from the date of scheduled completion mentioned in Clause 5 (b) above and upto actual completion of the said Unit and handing over of possession thereof to the Purchaser/s. The Promoter shall be entitled to set off any amount payable by the Purchaser/s to the Promoter as and by way of interest on any delayed instalment from the aggregate of the amounts payable by the Promoter to the Purchaser/s towards interest as aforesaid.

16) As stated above, the Promoter shall give possession of the Unit to the Purchaser/s on or before \_\_\_\_\_. If the Promoter fail or neglect to give possession of the Unit to the Purchaser/s on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Unit with interest (2% + State Bank of India Marginal Cost of Lending Rate) from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The said amount and interest shall be charged on the said Unit to the extent of amounts due, but subject to any prior encumbrances. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of the said Unit is delayed on account of –

i) War, Civil Commotion or Act of God.

ii) Any notice, order, rule, notification of Government, PMRDA or other Public or Competent Authority which prevents the Promoter from carrying out with the work of development and construction on the said Land.

iii) Any delay on the part of the Municipal Corporation of Pune or any other Public Body or Authority including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said Land.

iv) Any additional work in the said Unit undertaken by the Promoter at the instance of the Purchaser/s/s.

v) Any Delay or default by the Purchaser/s in making payments as per terms and conditions of this Agreement (without prejudice to the right of the Promoter to terminate this agreement under **Clause 14** mentioned hereinabove).

vi) Any other reasons beyond the control of the Promoter.

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

18) On or before taking possession of the said hereby agreed to be sold/ purchased, the Purchaser/s shall deposit with the Promoter a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only). The Promoter shall deposit the said Deposit and the other similar deposits received from the other Purchaser/s of Units in the said Project in a separate bank account opened for that purpose and shall transfer all amounts lying in such account to the account of the Society to be formed of all Purchaser/s of Units in the said Project. The said deposit shall be utilized for the building up of a fund of the Society for major repairs/ maintenance of the Common facilities and infrastructural of the said Project in future. However if the Promoter deem it necessary, the interest accrued on such Deposits shall be applied for meeting all expenditure for maintenance/ repair/ improvement of the common areas and facilities of the said Project as set out in the **Fourth Schedule** hereunder written.

19) From the date the Promoter intimate to the Purchaser/s that the said Unit is completed, the Purchaser/s shall be obliged to make payment of his / her / their pro-rata share of the expenses and outgoings of the Common Areas and Facilities of the said Project. The Purchaser/s/s shall be liable to make payment of such contribution within 15 days after notice in writing is given by the Promoter in that behalf and until such time as the Promoter hand over maintenance and management of the said Project to an Ad-Hoc Committee formed of the Purchaser/s of Flats / Units in the said Project referred to herein below or such maintenance and management being handed over by the Promoter to the said Co-operative Housing Society formed of all the Purchaser/s of Flats/ Units in the said Housing Project, as the case may be. From the date such management and control of the said Project is handed over to the said Ad-Hoc Committee or Society, as the case may be, the Purchaser/s shall be obliged to make payment of such contribution to such Ad-Hoc Committee or Society. On or before being entitled to receive possession of the said Unit, the Purchaser/s shall be obliged to pay a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) towards Maintenance Charges and on the GST applicable on Maintenance Charges to the Promoter representing the pro-rata contribution of the Purchaser/s towards the expenses and outgoings as stated in the **Seventh Schedule** hereunder written for maintenance and upkeep of the Common Areas and Facilities of the said Project as set out in the **Fourth Schedule** hereunder written, for a period of **24 (Twenty Four)** months from the date the Promoter intimate to the Purchaser/s that the said Unit is completed. This amount is independent of and in addition to the Deposit referred in the **Clause No.18 above**. The Purchaser/s shall be obliged to make contribution towards the expenses and outgoings of the Common Areas and Facilities of the said Project to the

Promoter until such time as the Maintenance and Management of the said Project is so handed over to the Ad-Hoc Committee or Society, as the case may be. In the event of the amount so collected for maintenance repair and upkeep of the Common Areas and Facilities of the said Project, being found at any time to be insufficient, then the Purchaser/s herein and the purchaser/s of other Units shall be obliged to make further contributions towards the same failing which the Promoter shall be entitled to utilize the principal amount of the Deposits and/or the interest accrued on such Deposits mentioned in this Clause.

20) (a) As mentioned above, the Purchaser/s has/have agreed to purchase / acquire said Unit bearing No. \_\_\_\_ on the \_\_\_\_ floor, in the Building "\_\_\_\_" in the said Project "**GANGA NEWTOWN**" at or for the mutually agreed total lump-sum consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) which includes the proportionate price of the common areas and facilities appurtenant to the Unit. It has been expressly agreed and confirmed by the Purchaser that the above said lump-sum agreed consideration is arrived at after considering the benefits arising out of input tax credit under the Central Goods and Services Tax Act, 2017 and the Maharashtra Goods and Services Tax Act, 2017. In addition to the above said lump-sum agreed consideration, the Purchaser shall separately bear and pay all the amounts towards Stamp Duty, Registration Fees and Charges, Central Goods and Services Tax and State Goods and Services Tax and the amounts specified in the present Clause and Clauses 19, 20 and 21.

b. The Purchaser/s shall make payment to the Promoter of "Central Goods and Services Tax" and "State Goods and Services Tax", as applicable who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of such Central Goods and Services Tax and State Goods and Services Tax are increased or decreased by the Central and State Government respectively, the amount payable by the Purchaser/s to the Promoter under this Clause shall vary accordingly. In addition to the above, the Purchaser/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge and other Taxes as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Promoter to the Purchaser/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Purchaser/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Purchaser/s shall be liable to reimburse the same together with interest accrued thereon to the

Promoter and the Purchaser/s hereby agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Purchaser/s of any such taxes, duties etc.

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

22) If within a period of five years from the date of handing over the said Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Unit in which the said Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The Purchaser/s shall not, without the prior written consent of the Promoter carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Purchaser/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out without the written consent of the Promoter, the liability of the Promoter under the Real Estate (Regulation and Development) Act 2016 to rectify

defects automatically shall become void and Purchaser/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. The word "Defect" shall not mean defect/s caused by normal wear and tear and by negligent use of said Unit by the Purchaser/s, Occupants, vagaries of nature etc. It shall be the responsibility of the Purchaser/s to maintain the said Unit in a proper manner and take all due care needed including but not limited to the joints in the tiles in his Unit are regularly filled in with white cement/epoxy to prevent water seepage. Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Solar Heating System, Sewage Treatment Plant, Organic Waste Converter, Sanitary Fittings and C.P. Fittings to be provided by the Promoter in the said Project and/or in the said Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance in manner and by the entity prescribed by such Manufacturer is not attended to by the Co-operative Housing Society formed of the purchasers of Flats in the said Project. That the Purchaser/s has/have been made aware and the Purchaser/s expressly agrees that the regular wear and tear of the said Unit/Building/said Project includes minor hairline cracks on the external and internal walls excluding the RCC Structure which occur due to variation in temperature and which do not amount to structural defects and hence cannot be attributable to either bad workmanship or structural defect.

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

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

25) The Promoter shall be entitled to entrust the management and control of the said Land and the said Project thereon to an Ad-Hoc Committee of the Unit Purchaser/s for looking after maintenance and management thereof only including collection and disbursement of contributions from the Purchaser/s of Units in the said Project towards payment of outgoing and expenses referred to herein. In such event, the Promoter shall not be under any obligation or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefor or any matter concerning maintenance or management of the said Land and Project thereon and liabilities in that behalf shall be that of the Ad-hoc Committee of the Unit Purchaser/ss. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad-hoc Committee shall extend only to manage the said Land and the Project standing thereon and the common areas thereof etc. and pay the outgoings. The entrustment of the management as aforesaid shall not affect the rights of the Promoter provided under this Agreement, nor shall such an act on the part of the Promoter be deemed be a waiver of the rights of the Promoter under this Agreement.

26) The Purchaser/s hereby irrevocably consents and authorize/s the Promoter to represent him/her/them it in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may, till the transfer of the said Land and buildings thereon to the said Society, represent the Purchaser/s and his/her/their its interest and give consents, NOC's and do all necessary things in all departments of the Municipal Corporation of Pune, the Government of Maharashtra, MSEDCL on behalf of the Purchaser/s and whatsoever acts done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s and the same shall be binding on the Purchaser/s.

27) It is hereby clarified that the Promoter herein shall be deemed to be a liaising agency for applying for all Municipal Corporation of Pune and other amenities and services such as water, electricity, drainage etc. and the Promoter undertake to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such Municipal Corporation of Pune and other body or authority or MSEDCL in providing such amenities, services or facilities to the Project on the said Land or to the Unit agreed to be sold hereunder.

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

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

- i. To maintain the Unit at the Purchaser/s/s own cost in good tenable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Unit is situate and the Unit itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Unit any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the building in which the Unit is situate or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situate including entrances of the said building and in case any damage is caused to the building in which the Unit is situate or the Unit itself on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

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- iii. To carry out at his/her/their own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building in which the Unit is situate or the Unit itself which may be against the rules and regulations and bye laws of the concerned local authority and/or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
  - iv. Not to make or cause to be made any addition or alteration of whatsoever nature in or to the Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the said Building in which the Unit is situate and the Purchaser/s shall keep the pipelines, sewers, drains in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the Unit is situate and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the Unit.
  - v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land / building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
  - vi. Not to hang clothes to dry outside the windows, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and the building in which the Unit is housed.
  - vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.
  - viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Purchaser/s for any purposes other than for purpose for which it is sold.

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- ix. To install the Exhaust Fan/Cooling Units/ Compressors of "Split Type" Air Conditioners appurtenant to the said Unit only at such places as shall be prescribed therefor by the Promoter.
  - x. Not to lay/ install over the exterior of the said Building or the Common Areas thereof such as staircases, landings and ducts thereof, grills, chimney, neon signboards or electronic board/s any Electrical, Telecom Lines or Conduits.
  - xi. Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae projects outside the said Unit or on any part of the exterior of the said Building or any of the Common Areas thereof, including on the terrace thereof.
  - xii. The Purchaser/s/s shall not let, transfer, assign or part with the Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Unit until all dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and on and only after the Purchaser/s/s has been put in possession of the said Unit and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has procured the prior written permission of the Promoter for any such assignment or transfer.
  - xiii. The Purchaser/s shall observe and perform all the rules and regulations of the Society to be formed of all Purchaser/s of Units in the said Project may adopt at its inception and the additions, alterations or amendments thereof and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.
  - xiv. Till the transfer of said Land and the said Project is executed in favour of the said Co-operative Housing Society to be formed of all the Purchaser/s in the said Project, the Purchaser/s/s shall permit the Promoter and its surveyors and agents, with or without workmen and

others, at all reasonable times, to enter into and upon the said Land and the building thereon or any part thereof to view and examine the state and condition thereof.

30) The Promoter shall comply with all the requirements of the Municipal Corporation of Pune for sanction of water connections of the requisite capacity for the said Project to be constructed on the said Land. However, the Purchaser/s herein has been made expressly aware by the Promoter that till such time as such water connections are procured and sufficient water becomes available for the said Project through such water connections, the requirement of water for the said Project shall be met from other sources, including procurement of water from Water Tanker Agencies and that a pro-rata share incurred for such purchase shall be borne and paid by the Purchaser/s.

31) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all Open spaces, Parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said Project is transferred to the Society.

32) Notwithstanding anything contained hereinabove, the Promoter shall cause Conveyance of the said Buildings forming part of the said Project to be conveyed in favour of the Co-operative Housing Society to be formed of all the Purchaser/s of Units within a period of three months from the date the Promoter receive the Completion Certificate in respect of the said Project, provided that, by that time, the Promoter have realized all its dues from all the purchaser/s of all units in the said Project. Within a period of three months from the date the Promoter complete construction of the last building in "**GANGA NEWTOWN**" and receive the Completion Certificate in respect thereof, the Promoter shall convey the said Land and the areas, facilities, and amenities common to the said Whole Project to the Apex Society formed with the Co-operative Societies formed of the Purchasers of flats in each individual Project as its Members.

33) Before execution of this Agreement, the Promoter have procured the "NOC" of the IDBI Trusteeship Services Limited for sale of the said Unit by the Promoter to the Purchaser/s. After execution of the this Agreement, the Promoter shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything

contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s.

34) Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a Notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, the proposed allotment of the said Unit by the Promoter in favour of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation after deducting a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) towards "Cancellation Charges" therefrom and which amount shall stand forfeited the cancellation charges of Rs. \_\_\_\_\_ /-.

35) The Promoter shall be entitled to grant lease or licence of any portion of the said Land to any Government/ Semi-Government, Local or Municipal Corporation of Pune or Authority, or to the M.S.E.D.C.L. or to any Private Party or Parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Purchaser/s herein shall not be entitled to raise any objection to such grant of lease or licence. Conveyance of the Buildings and the said Land in favour of the said Co-operative Housing Societies and the said Apex Society to be formed of all the Purchaser/s of Units shall be expressly subject to the rights created under any such Lease or Licence mentioned in this Clause.

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

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

38) The Promoter has expressly informed the Purchaser/s that the Promoter proposes to take the following steps for providing water to "**GANGA NEWTOWN**":

- a) Dig Borewells and install Submersible Pumps therein for drawing upon the ground water, to recharge such Borewells and to provide Rain Water Harvesting System for the Project.
- b) To apply and procure (or as per norms of such Body) water connection from the concern Local authority Body.

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

39) The Promoter has named the Whole Project under construction on the said Land as "**GANGA NEWTOWN**", which may be changed to any other name at the discretion of the Promoter for which the Purchaser/s/s shall not be entitled to raise any objection for such change in the name of the Project.

40) The Purchaser/s shall at his/her/their own costs lodge this agreement for Registration with the concerned Sub-Registrar and forthwith inform the Promoter the Serial Number under which the same is lodged to enable the Promoter to admit execution of the same.

41) Any delay or indulgence by the Promoter in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s/s nor shall the same in any manner prejudice the rights of the Promoter hereunder.

42) All letters, receipts, and/or notices issued by the Promoter dispatched under R.P.A.D. to the address of the Purchaser/s/s mentioned hereinabove or sent by E-mail or by Telephonic Messages or Private Courier will be sufficient proof of receipt of the same by the Purchaser/s and shall effectually discharge the Promoter. If there is any change in the said address or e-mail identification or Mobile Cell Number of the Purchaser/s, the Purchaser/s/s shall be obliged to intimate in writing of any such change of address to the Promoter, failing which, all letters, receipts and/ or Notices dispatched by the Promoter as aforesaid at the address of the Purchaser/s given hereinabove shall be treated/ deemed to have been received by the Purchaser/s.

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

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

45) This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter

hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/plot/building, as the case may be.

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

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

48) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit shall equally be applicable to and enforceable against any subsequent Purchaser/s, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

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

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

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

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

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(Description of "the said larger land")**

All that piece and parcel of the land bearing **Survey No.12/1/2/3/4/29** **totally admeasuring 54975 sq.mtrs** (earlier being contiguous block comprised of Hectares 01 = 20 Ares being a portion out of land admeasuring Hectares 04=30 Ares bearing Survey No.12 Hissa No.1 and of lands admeasuring Hectares 04=26 Ares and Hectares 00=03.75 Ares bearing Hissa Nos.2/3 (2+3 old ) and 4/29 respectively of Survey No.12) situate, lying and being at Village Dhanorie within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune and which is bounded as follows, that is to say:-

On or towards the East : By boundary of Lohegaon Village and Odha.

On or towards the South : By land out of Survey No.12/4, Dhanorie.

On or towards the West : By land bearing Survey No.13, Dhanorie, Defence Land.

On or towards the North : By Road and by remaining portion out of land bearing  
Survey No.12/1, Dhanorie.

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

All that piece and parcel of land or ground admeasuring **37343.88 sq.mtrs**, out of the said larger land mentioned in the First Schedule hereinabove written after deducting therefrom area under **Otta Market + Shopping Center Reservation** admeasuring **9420.77 sq.mtrs** (which includes the area of the Amenity Space admeasuring 5789.46 sq.mtrs), area admeasuring **6957.81**

**sq.mtrs under Road widening for 60 Meter, 30 Meter and 24 Meter Roads and area admeasuring 1252.54 sq.mtrs affected by Primove Nala.**

On or towards the East : By boundary of Lohegaon Village and Odha.

On or towards the South : By land out of Survey No.12/4, Dhanorie.

On or towards the West : By land bearing Survey No.13, Dhanorie, Defence Land.

On or towards the North : By Road and by remaining portion out of land bearing Survey No.12/1, Dhanorie.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

The residential Flat/Unit admeasuring \_\_\_\_\_ sq.mtrs carpet area (as defined hereinabove) bearing No. \_\_\_\_\_ to be situate on the \_\_\_\_\_ floor of Building "\_\_\_\_\_" in "Project II" of the Complex to be known as "GANGA NEWTOWN" to be constructed by the Promoter on the said Land out of the land more particularly described in the First Schedule hereinabove written.

TOGETHER WITH the enclosed balcony admeasuring \_\_\_ sq.mtrs, and the attached balcony/ dry balcony admeasuring \_\_\_\_\_ sq.mtrs TOGETHER WITH the exclusive right of user of the Open Terrace at eye-level having carpet area of \_\_\_\_\_ sq. mtrs. appurtenant thereto.

AND FURTHER TOGETHER WITH the exclusive right of user of \_\_\_\_\_ car parking space/s situate under the stilts of/adjacent to the said building/wing Parking. Said Flat is delineated in red ink on the floor plans of the said Building annexed hereto as Annexure "C".

**THE FOURTH SCHEDULE ABOVE REFERRED TO :-**

(Common facilities and amenities)

**COMMON FACILITIES:-**

- 1) Entrance gate with Security Watchman Cabin & Compound wall.
- 2) Entrance lobby with reception and waiting area.
- 3) Club House with reception and waiting area.
- 4) Gymnasium, Multipurpose Hall
- 5) Pleasure pool
- 6) Children's Play area
- 7) Sand Pit
- 8) Landscape Garden.
- 9) Senior Citizens sit out.
- 10) Toilet for drivers & Servants.
- 11) Hydro pneumatic System.
- 12) Sewage Treatment Plant & treated water use for flushing & gardening purpose.

**COMMON AMENITIES:**

- 1) Anti termite treatment in parking.
- 2) Fire Fighting System for Building.
- 3) Power back-up for Common Services.
- 4) Letter box & name Plate for each flat.
- 5) Organic Waste Converter for waste disposal.
- 6) Rain water harvesting system.
- 7) Internal concrete road and combination of paving blocks.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

(Schedule of Payments)

Particulars	Percentage	Amount in Rupees
Booking Amount	15%	
On commencement of Plinth	10%	
<b>On commencement of Parking slab</b>	<b>4%</b>	
On commencement of 1st slab	2.5%	
On commencement of 2nd slab	2.5%	
On commencement of 3rd slab	2.5%	
On commencement of 4th slab	2.5%	
On commencement of 5th slab	2.5%	
On commencement of 6th slab	2.5%	
On commencement of 7th slab	2.5%	

On commencement of 8th slab	2.5%	
On commencement of 9th slab	2.5%	
On commencement of 10 th slab	2.5%	
On commencement of 11th slab	2.5%	
On commencement of 12th slab	2.5%	
Brickwork	06%	
Plaster Work	06%	
Electric Work	06%	
Plumbing Work	07%	
Flooring	07%	
Painting	07%	
On or before possession	02%	
<b>TOTAL</b>	<b>100%</b>	

**THE SIXTH SCHEDULE ABOVE REFERRED TO:  
SPECIFICATIONS**

**RCC BRICKWORK & PLASTER**

Earthquake – resistant RCC frame structure  
 External & Internal Masonry : Brick masonry.  
 Internal Plaster : Neeru finish/ Plaster of Paris/ Gypsum finish  
 External Plaster : Sand face Plaster

**FLOORING**

Vitrified flooring in living room, kitchen, bedrooms  
 Ceramic flooring in toilets and terraces

**KITCHEN**

Granite kitchen otta with stainless steel sink  
 Ceramic dado tiles up to lintel level  
 Separate connections for drinking water and washing water

**DOORS**

Main entrance door with latch and name plate  
 Internal RCC door frames  
 Internal flush doors with brass/CP fittings

Sliding aluminum door for terrace

### **WINDOWS & RAILINGS**

Powder-coated aluminum sliding windows with mosquito net  
M.S. railing for terrace.

### **TOILETS**

Ceramic dado tiles up to lintel level.  
Floor mounted commode with flush valve for master bedroom-attached toilet and common toilet.  
Concealed plumbing.  
All sanitary & CP fittings of standard quality.  
Hot & cold mixer for shower.

### **ELECTRIFICATION**

Concealed copper wiring with MCB

### **PAINTINGS**

OBD paint on internal walls.

### **LIFT**

One automatic and one stretcher lift of branded make with generator backup for each building.

### **THE SEVENTH SCHEDULE ABOVE REFERRED TO**

(Common Expenses & Outgoings)

1. Towards maintenance and repairs of common areas and facilities.
2. Wages of Watchmen, Sweepers etc.
3. Revenue Assessment.
4. All other taxes, levies, charges and ceases.
5. Electricity and water charges and deposits in respect of common electrical and water pumps and other installations.
6. Expenses of and incidental to the management and maintenance of the said Complex known as "**GANGA NEWTOWN**".
7. 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.

SIGNED & DELIVERED by the withinnamed )  
**M/S.SHREE BALAJI ASSOCIATES,** )  
by the hand of one of its Designated Partners, )  
**M/S.GANGA HOUSING PVT. LTD. through it's** )  
**authorised Director SHRI.SUBHASH S. GOEL** )  
**AND/OR M/S. MEENAMANI GANGA BUILDER** )  
**LLP through it's designated partner** )  
**SHRI.ANNUJ UMESH GOEL,** )

in the presence of: )

1.

2.

SIGNED & DELIVERED by the )

withinnamed Purchaser/s )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

3. \_\_\_\_\_ )

|

in the presence of:

)

1.

2.

Housiey.com  
DRAFT