

ARTICLES OF AGREEMENT ARTICLES OF AGREEMENT made and execute at Pune this ____ day of May in the Christian Year Two Thousand and Twenty. BETWEEN MEENAMANI GANGA BUILDER LLP (Previously Known as Meenamani Ganga Developer LLP) (PAN No. AAUFM6455H), a Limited Liability Partnership duly formed and registered under the provisions of the Limited Liability Partnership Act, 2008 having its Registered Office at Sanmahu Complex, 5, Bund garden Road, Pune - 411001, by the hand of one of its Designated Partners, SHRI ANNUJ UMESH GOEL (PAN No. AHCPG8733F) / SHRI ANKIT UMESH GOEL (PAN No. ASOPG2722P), hereinafter referred to as “the Promoter” [which expressions shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Limited Liability Partnership, its successors-in-interest] of the First Part; AND M/S. G.G.L.B. ESTATES (PAN No. AAKFG8772F), a partnership firm duly Registered under the provisions of the Indian Partnership Act, 1932 having its Registered Office at Ground Floor, San-Mahu Commercial Complex, 5, Bund Garden Road, Pune 411001, by the hand of its duly constituted attorney, MEENAMANI GANGA BUILDER LLP, by the hand of one of its Designated Partners, SHRI ANNUJ UMESH GOEL / SHRI ANKIT UMESH GOEL, hereinafter referred to as “the Owners/ Confirming Party” [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 Second Part AND 1 MR. SAMKUTTY GEORGE (PAN NO.: BZIPG2354R) Age : 60 Years, Occupation : Retired, 2 MRS. ANNAMMA SAMKUTTY (PAN NO.: _____) Age : ____ Years, Occupation : _____, Both Resident At : E 101, Shreewoods Society, Near PMC Water Tank, Dhanori, Pune 411015. E-mail : gsam60@yahoo.com 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; WHEREAS one Shri. Laxman Genba Ambekar [in his capacity as the Karta and Manager of his Hindu Undivided Family] was absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land or ground then admeasuring 02 H 56 R bearing Survey No.22 (Old) Hissa No.4/1 situate, lying and being at Village Undri within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Village Undri; AND WHEREAS the said Shri. Laxman Genba Ambekar died intestate in or around the year 1964 leaving behind him as his only heirs and next-of-kin his widow, Dhondabai Laxman Ambekar, and his son, Genbhau Laxman Ambekar; AND WHEREAS on account of the fact that a separate Revenue Village [known as “Wadachiwadi”] was carved out of the original Revenue Village of Undri, the lands remaining in Village Undri were assigned new Survey Numbers and, accordingly, the said land originally bearing Survey No. 22 of Village Undri was assigned Survey No.23 of that Village; the said land bearing Survey No. 23 Hissa No.4/1, Undri, Pune is hereinafter referred to as “the said Larger Land”; AND WHEREAS the said Genbhau Laxman Ambekar died intestate on 12.06.2002 leaving behind him as his only heirs and next-of-kin his widow namely, Smt. Bhikabai Genbhau Ambekar, his three sons namely, Shri. Tukaram, Shri. Arun and Shri. Popat Genbhau Ambekar, and his one married daughter namely, Sou. Anusuya Devidas Ghule; AND WHEREAS vide a Deed of Sale dated 16.03.2012 (duly registered under Serial No.4980 of 2012 with the Sub-Registrar, Haveli X, Pune) executed by and between, inter alia, the said Smt. Bhikabai Genbhau Ambekar, Shri. Tukaram Genbhau Ambekar, Shri. Arun Genbhau Ambekar, Shri. Popat Genbhau Ambekar and Sou. Anusuya Devidas Ghule of the One Part and the Confirming Party herein of the Other Part, the said Smt. Bhikabai Genbhau Ambekar and Others assigned, transferred, assured and conveyed the said Larger Land to/in favour of the Confirming Party herein at or for the consideration and on the terms and conditions therein contained; AND WHEREAS the Promoter herein was a Partner of the Confirming Party herein and whereas the Promoter, Meenamani Ganga Builder LLP, was originally incorporated /formed under the name “Meenamani Ganga Developers LLP”, however, in the year 2012 its name was changed to Meenamani Ganga builder LLP; AND WHEREAS with effect from the close of Business Hours of 01st April 2015, the Promoter herein retired as a Partner of the Confirming Party and, in lieu of the amount standing to the credit of the Promoter in the books of the Confirming Party, an undivided 55% share in the said Larger Land was conveyed by the Confirming Party to/in favour of the Promoter herein and which retirement of the Promoter from the Confirming Party was

recorded vide a Deed of Retirement dated 15.09.2015 executed by all the Continuing Partners of the Confirming Party and the Promoter herein and which Deed of Retirement was duly registered under Serial No.9271 of 2015 with the Sub-Registrar, Haveli XXIII, Pune; AND WHEREAS, in the circumstances, the Confirming Party and the Promoter herein hold undivided 45% and 55% shares in the said Larger Land respectively; AND WHEREAS vide an Agreement for Development dated 06.11.2015 (duly registered under Serial No.9272 of 2015 with the Sub-Registrar, Haveli XXIII, Pune) made by and between, interalia, the First Confirming Party herein of the One Part and the Promoter herein of the Other Part, the Confirming Party herein granted rights of development of the Confirming Party's 45% undivided share in the said Larger Land to/in favour of the Promoter herein at or for the consideration and on the terms and conditions therein contained; AND WHEREAS the provisions of the Urban Land (Ceiling & Regulation) Repeal Act, 1999 apply to the said Larger Land; AND WHEREAS the Promoter applied for and have obtained permission of the Office of the Collector, Pune vide his Order dated 17.04.2013 bearing No.PMH/NA/SR/958/12, for conversion of the user of the said Larger Land from "agricultural" to "non-agricultural" under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966; AND WHEREAS vide the above recited Order dated 17.04.2013, the Office of the Collector of Pune also sanctioned the building layout/building plans in respect of the construction to be carried out on the said Larger Land; and whereas the Promoter revised the said building layout & building plans and which revised plans are sanctioned by Pune Metropolitan Regional Development Authority (PMRDA) vide its Commencement Certificate dated 29.09.2016 bearing Number DP/BHA/MOUJE UNDRI/S.N. 23/4/1/PR.KR.153/15-16; AND WHEREAS under such sanctioned layout in respect of the said Larger Land, the same is laid out in an Amenity Space, area under internal roads, Open Space and area earmarked for construction of multi-storied Buildings; AND WHEREAS after excluding the area of such Amenity Space and 7.50 meter road widening (which admeasures 4089.21 sq.mtrs.), the residual area of the said Larger Land is 13410.79 sq.mtrs. and the same is more particularly described in the First Schedule hereunder written and hereinafter referred to as "the said Land"; AND WHEREAS as per the said Revised Sanctioned Building Layout/ Building Plans, the said Complex to be known as "GANGA FERNHILL" (earlier known as Ganga Rosewood) is to consist of four Buildings containing Flats/ Shops; AND WHEREAS the details given below pertain as to the number of floors presently sanctioned in each of such Buildings and the floors for which sanction is to be obtained hereafter: Building No. (as per the said sanctioned building plans vide Letter dated 29.09.2016 of the PMRDA Aggregate No. of Floors proposed to be constructed No. of Floors presently sanctioned vide said Letter dated 29.09.2016 of PMRDA Additional Floors to be constructed by consuming FAR which the Promoter is entitled to consume as per the existing D.C. Rules and for which Plans will be sanctioned hereafter 1. Building - A Ground [partly Parking and partly consisting of Shops] + 14 Floors containing Residential Flats Ground [partly Parking and partly consisting of Shops] + 14 Floors containing Residential Flats Nil 2. Building - B Ground [partly Parking and partly consisting of Shops] + 14 Floors containing Residential Flats Ground [partly Parking and partly consisting of Shops] + 14 Floors containing Residential Flats Nil 3. Building - C Ground [partly Parking and partly consisting of Shops] + 14 Floors containing Residential Flats Ground [partly Parking and partly consisting of Shops] + 9 Floors containing Residential Flats 10th Floor to 14th Floor (both inclusive) 4. Building - D Ground [partly Parking and partly consisting of Shops] + 14 Floors containing Residential Flats Ground [partly Parking and partly consisting of Shops] 1st Floor to 14th Floor (both inclusive) AND WHEREAS construction of the said Buildings "A" and "B" and the ground floor [containing Shops] of the said Buildings "C" and "D", sale of the Shops / Flats therein and provision of Common Facilities, Amenities and Infrastructure for the same is hereinafter referred to as "the said Project" i.e. "GANGA FERNHILL PHASE-I"; Building No. (as per PHASE-I) Aggregate No. of Floors proposed to be constructed in PHASE-I 1. Building - A Ground [partly Parking and partly consisting of Shops] + 14 Floors containing Residential Flats 2. Building - B Ground [partly Parking and partly consisting of Shops] + 14 Floors containing Residential Flats 3. Building - C Ground [partly Parking and partly consisting of Shops] 4. Building - D Ground [partly Parking and partly consisting of Shops] AND WHEREAS the Promoter has procured Registration of the said Phase-I project with "MAHA RERA" under the provisions of Section 3 of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") at Pune No.

P52100000838 and authenticated copy of such Registration Certificate is annexed hereto as Annexure-E AND WHEREAS the said Buildings "A", "B", "C" and "D" are hereinafter referred to as "the said Whole Project" which is known as "GANGA FERNHILL"; AND WHEREAS the Promoter has entered into a standard Agreement with CREATIVE DESIGN [MR.SANJAY GIRI], ARCHITECTS AND SHRI VILAS TARWADI 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 Phase-I project; AND WHEREAS the Purchaser/s has/have agreed to acquire a residential Flat admeasuring 33.15 sq.mtrs carpet area bearing No. 404 to be situate on the 4th floor of Building "A" of the Said PHASE-I PROJECT as part of the said Whole Project known as "GANGA FERNHILL" (earlier known as Ganga Rosewood) to be constructed by the Promoter on the said Land (the said residential flat is hereinafter referred to for the sake of convenience and brevity as "the said Unit") TOGETHER WITH the enclosed balcony admeasuring 4.71 sq.mtrs, and the attached balcony/ dry balcony admeasuring 1.90 sq.mtrs TOGETHER WITH the exclusive right of user of the Open Terrace at eye-level having carpet area of 3.21 sq. mtrs., appurtenant thereto and further together with the exclusive right of user of NIL car parking space/s situate under the the said Building on the terms and conditions set out hereinafter and whereas the said Building "A" is hereinafter referred to as "the said Building" while the said Complex known as "GANGA FERNHILL" is hereinafter referred to as "the said Complex" and whereas the said Unit together with its said appurtenances is more particularly described in the Second Schedule hereunder written and the carpet area of the said Flat shall be deemed to mean "the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat"; AND WHEREAS the Purchaser/s has/have demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the said Land, the plans, designs and specifications in respect of the said Unit hereby agreed to be sold and of such documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules made thereunder; AND WHEREAS a copy of the Certificate of Title issued by the Advocate of the Promoter, copy of the Extract of Village Form VII/XII in respect of the said Land and a copy of the internal plan of the Unit agreed to be purchased by the Purchaser/s along with plan of terrace/s have been annexed hereto as Annexures "A", "B" and "C" respectively; AND WHEREAS the Promoter has availed of Finance for implementation of the said Whole Project on the said Land from the State Bank of India, Commercial Branch, Pune and the Promoter has created a Mortgage (Without Possession) of the said Land in favour of the said Bank as security for due repayment of such loan together with interest accrued thereon vide an Indenture of Mortgage dated 30/12/2015 (duly registered under Serial No 10701/2015 with the Sub-Registrar, Haveli 11, Pune) and whereas before execution hereof, the Promoter has procured the "NOC" of the said Bank for sale of the said Unit by the Promoter to the Purchaser/s herein and a copy of which "NOC" is annexed hereto as Annexure "D"; AND WHEREAS under Section 13 of the said Act, the Promoter is required to execute a written agreement for sale of the said Unit with the Purchaser/s being, in fact, these presents; NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows: 1. The Promoter has commenced with the construction work of the said Phase-I project as part of the said Whole Project known as "GANGA FERNHILL" on the said Land more particularly described in the First Schedule hereunder written. 2. The Promoter shall construct the said Phase-I 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 has made full and complete disclosure and the Purchaser/s has/have taken full and free inspection of, inter-alia, the following: a) Nature of the title of the Promoter and the Confirming Party to the said Land along with the relevant Documents. b) All the plans sanctioned by the concerned Planning Authorities in respect of the said Phase-I project proposed to be constructed on the said Land. c) The common Amenities and facilities of the said Phase-I 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 Phase-I project to which title is to be passed being a Co-operative Housing Society governed by the provisions of the Maharashtra Co-Operative Societies Act, 1960. 4) The Purchaser/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter, the Purchaser/s, with full knowledge thereof, has/have entered into this Agreement. 5) The Promoter declares that: a) The said Unit and the said Phase-I project shall be constructed in accordance with the plans and specifications approved and sanctioned by the concerned Planning Authority. The said Unit shall be built as per the specifications, which are set out in the Fifth Schedule hereunder written. b) Possession of the said Unit agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Promoter on or before 31/12/2020 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 as mentioned in Clauses Nos.19 to 21 of this Agreement as agreed upon without delay at the times stipulated for payment therefor. c) The carpet area of the said Unit shall be 33.15 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) and area of open terrace at eye level and open/dry/enclosed balcony area appurtenant to the said Unit, but includes the area covered by the internal partition walls [including Columns within the Unit] of the said Unit. The carpet area of the said Unit shall be subject to a variation of plus or 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 Phase-I project. As stated above, the carpet area of the said Unit (as defined under the said Act) is 33.15 sq.mtrs. However, the Promoter has already entered into Agreements for Sale of certain Shops/Flats/Units in "GANGA FERNHILL" 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 Shops/Flats/Units 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 Shops/Flats/Units in "GANGA FERNHILL" towards the expenses and outgoings of the Common Areas and Facilities of the said Phase-I project, the Promoter clarifies that the "carpet area" of the said Unit hereby agreed to be sold by the Promoter to the Purchaser as worked out under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 is 38.46 sq.mtrs. 6) The said Unit hereby agreed to be sold is intended and shall be used for permissible Residential purposes only and the Purchaser/s undertake/s that the said Unit shall not be used by the Purchaser/s for any other purpose whatsoever. 7) The Purchaser/s hereby accept/s and shall always be deemed to have accepted the title of the Promoter and Owner/Confirming Parties 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. 404 on 4th Floor, having area 33.15 sq. mtrs.,(carpet) TOGETHER WITH the enclosed balcony admeasuring 4.71 sq.mtrs, and the attached balcony/dry balcony admeasuring 1.90 sq.mtrs TOGETHER WITH the exclusive right of user of the Open Terrace at eye-level having carpet area of 3.21 sq. mtrs., appurtenant thereto in Building "A" in the said Whole Project to be known as "GANGA FERNHILL" at or for the mutually agreed total lumpsum consideration of Rs. 22,68,000/- (Rupees Twenty Two Lacs Sixty Eight Thousand Only) including Rs. NIL being the proportionate price of the Common Amenities and facilities which are more particularly described in the Third Schedule hereunder written and additionally Rs. NIL towards charges for Covered Car Parking situated under the Building/podium of the building/in the said Complex. 9) The above price does not include expenses for Stamp Duty, Registration Fees and Charges, Service Tax, Value Added Tax (VAT), Goods & Services Tax (GST) and any other taxes as applied by Government in the future and the amounts specified in Clauses Nos.19 to 21 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 Fourth Schedule hereunder written. The Purchaser/s shall deduct T.D.S. if applicable from the payments to be made to the Promoter towards the agreed consideration and shall, in turn, make the payment of the same to the concern Income Tax Authorities within stipulated period as per the provisions of Income Tax Act, 1961 without any delay or default. The Promoter shall have a first charge/ lien on the said Unit to the extent of all amounts receivable by the Promoter from the Purchaser/s under the terms hereof. It is hereby clarified that, the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Unit is housed and of the said Unit itself and the Promoter shall also be at liberty to simultaneously, undertake two or more stages of construction/ Items of Work set out in the Fourth Schedule hereunder written and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration amount along with the applicable Taxes as mentioned in the Fourth Schedule hereunder written. 10) AND WHEREAS, it is further agreed upon and explained by the promoter to the Purchaser/s that, G.S.T has been made applicable and will be applied on present transaction by the government from 01st July 2017 or any other date and as per the government policy, the promoter has already passed on the tax rebate of GST to the purchaser on the price agreed in the present agreement i.e. the price has already been discounted considering the setoff of GST to the promoter. This consideration amount and the setoff mechanism have been explained to the purchaser by the promoter and the purchaser has verified the same. Hence the consideration amount decided in this agreement is net off GST. Therefore, the purchaser in no case shall demand any further reduction/rebate in the agreed price for the said unit and is under obligation to pay such applicable govt. charges including the G.S.T for the present unit and have no objection for the same. 11) 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 Phase-I project on or before 31/12/2020. 12) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Purchaser/s, obtain from the PMRDA Completion Certificate / Occupation Certificate in respect of the said Unit. 13) The Promoter hereby declares that under the sanctioned Building Plans in respect of "GANGA FERNHILL", 17413.22 sq mtrs. (Includes FSI/paid FSI already made available by paying premium) of Floor Space Index has been sanctioned by the PMRDA vide its Commencement Certificate dated 29.09.2016 bearing Number BP/BHA/UNDRI/ S.N.23/4/1/PR.KR.153/15-16. The Promoter has planned and will consume the sanctioned FSI/Premium FSI/Paid FSI/TDR of 21766.00 sq.mtrs., for completing Building "A" Building "B", Building "C" and Building "D". 14) The Promoter hereby represents and warrants to the Purchaser/s as follows: i. The title of the Promoter and the Confirming Parties to the said Land is free, clear and marketable and the Promoter has requisite right and authority 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 Phase-I project; ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Phase-I project and shall obtain requisite approvals from time to time to complete the development of the said Phase-I project; iii. Save and except the Mortgage on the said Land created in favour of State Bank of India [as Security for repayment of Project Finance availed of by the Promoter], there are no encumbrances upon the said Land or the said Phase-I project; iv. Details of certain Litigations pending in respect of the said Land are disclosed in the Certificate of Title issued by the Advocate for the Promoters are annexed hereto as Annexure "A"; iv. All approvals, licenses and permits issued by the competent authorities with respect to the said Phase-I 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 Phase-I project and said Land shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Phase-I project and said Land. v. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially

be affected; vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Phase-I project and said Land which will, in any manner, affect the rights of Purchaser/s under this Agreement; viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement; ix. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Phase-I project and said Land to the Competent Authorities; xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Phase-I project and said Land. 15) 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 of Interest) on all the delayed payments from the date the said amount is payable till the date of payment. However if the Purchaser/s commits three defaults of any such payment of installments, the Promoter shall at his own option, may terminate this Agreement : Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser/s, 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. 16) Subject to what is stated in the next succeeding Clause, in the event the Promoter fails and/ or neglects to complete the said Unit and hand over possession thereof to the Purchaser/s within the stipulated period and if the Purchaser/s does not intend to withdraw from the Project then Promoter agrees to pay interest as specified in the Rules, (i.e. 2% + State Bank of India Marginal Cost of Lending Rate of Interest) on all the amounts paid by the Purchaser/s, from the date of payment till the handing over of the possession of the Unit. The Promoter shall be liable to make payment of such interest for the period commencing from the date of scheduled completion mentioned in Clause 5 (b) above and upto actual completion of the said Unit and handing over of possession thereof to the Purchaser/s. The Promoter shall be entitled to set off any amount payable by the Purchaser/s to the Promoter as and by way of interest on any delayed installment from the aggregate of the amounts payable by the Promoter to the Purchaser/s towards interest as aforesaid. 17) As stated above, the Promoter shall give possession of the Unit to the Purchaser/s on or before 31/12/2020. If the Promoter fails or neglects to give possession of the Unit to the Purchaser/s by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/s the

amounts already received by him in respect of the said Unit with interest (2% + State Bank of India Marginal Cost of Lending Rate of Interest) from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The said amount and interest shall be charged on the said Unit to the extent of amounts due, but subject to any prior encumbrances. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the said Unit is to be situated is delayed on account of – i) War, Civil Commotion or Act of God. ii) Any notice, order, rule, notification of Government, Municipal or other Public or Competent Authority which prevents the Promoter from carrying out with the work of development and construction on the said Land. iii) Any delay on the part of the PMRDA Office of the Collector Pune or any other Public Body or Authority including the M.S.E.D.C.L, in issuing or granting necessary Certificates / NOC's / Permissions / Licenses/ Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Phase-I 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 15 mentioned herein above). vi) Any other reasons beyond the control of the Promoter.

18) The Promoter shall offer the possession of the Unit to the Purchaser/s in terms of this Agreement in writing within 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 agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/s shall take possession of the said Unit after inspecting the same and satisfying itself / herself / themselves that the same has been constructed in accordance with the Building Plans sanctioned in respect thereof, that the carpet area thereof is as mentioned herein (subject to a variation of plus or 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/s in respect of the said Unit after possession thereof has been handed over to the Purchaser/s.

19) From the date the Promoter intimates 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 Phase-I project and the said Whole 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 hands over maintenance and management of the said Phase-I project to an Ad-Hoc Committee formed of the Purchaser/s of Flats / Units in the said Phase-I 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 Phase-I 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. 50,000/- (Rupees Fifty Thousand Only) towards Maintenance Charges and GST as applicable on Maintenance Charges to the Promoter representing the pro-rata contribution of the Purchaser/s towards the expenses and outgoings of the Common Areas and Facilities of the said Phase-I project as set out in the Sixth Schedule hereunder written, for a period of 24 (Twenty Four) months from the date the Promoter intimates to the Purchaser/s that the said Unit is completed. The Promoter shall maintain the Project until such time as the Maintenance, Management and Control of the said Phase-I project is handed over to the said Society formed of the purchasers of Units therein. On and after such handing over, the Purchaser/s shall be obliged to make further contribution towards the expenses and outgoings of the Common Areas and Facilities of the said Phase-I project and the said Whole Project to the said Society. In the event of the amount so collected for maintenance repair and upkeep of the Common Areas and Facilities of the

said Phase-I project and of the said Whole 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 or the said Society shall be entitled to utilize the principal amount of the Deposits and/or the interest accrued on such Deposits mentioned in this Clause. 20) As and when demanded by the Promoter herein, the Purchaser/s agree/s to make payment to the Promoter: a) Rs. 30,000/- (Rupees Thirty Thousand Only) to meet with Share Money, Entrance Fee, legal and other expenses for formation of the Society wherein the Purchaser/s shall be members. b) Rs. 60,000/- (Rupees Sixty Thousand Only) being the amount agreed to be paid by the Purchaser/s to the Promoter for provision of Electric connection and Meter to the said Unit. c) Rs.65,000/- (Rupees Sixty Five Thousand Only) being the membership charges of the Club to be provided by the Promoter in the said Complex and membership whereof shall be subject to such Rules and Bye-laws which shall be framed by the Promoter. The amounts specified above will be deposited in the name of the Promoter herein. 21) Simultaneously with the execution of this Agreement, The Purchaser/s shall make payment to the Promoter of Goods & Services Tax (GST) as applicable from time to time 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 are increased or decreased by the Government, the amount payable by the Purchaser/s to the Promoter under this Clause shall vary accordingly. In addition to the above, the Purchaser/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge and other Taxes as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Promoter to the Purchaser/s/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. 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 or the building in which the said Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The Purchaser/s shall not, without the prior written consent of the Promoter to carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Purchaser/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C., RCC structural members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out without the written consent of the Promoter, the liability of the Promoter under the Real Estate (Regulation and Development) Act 2016 to rectify defects automatically shall become void and Purchaser/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Solar Heating System, Sewage Treatment Plant, Organic Waste Converter, Sanitary Fittings and C.P. Fittings to be provided by the Promoter in the said Phase-I project and/or in the said Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance as prescribed by the Manufacturer is not attended to by the Co-operative Housing Society formed of the purchasers of Flats/ Units in the said Phase-I project. 23) Upon all the Unit Purchaser/s in the said Phase-I project co-operating and executing necessary papers, the Promoter herein will form a Co-operative Housing Society. The Purchaser/s of all Units in the said Phase-I 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 Phase-I project. 25) The Promoter shall be entitled to entrust the management and control of the said Land and the said Phase-I 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 Phase-I 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/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 Office of the Collector of Pune, PMRDA, Gram Panchayat 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 liasoning agency for applying for all PMRDA, Office of Collector Pune, and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such Municipal, and other body or authority or MSEDCL in providing such amenities, services or facilities to the Project on the said Land or to the Unit agreed to be sold hereunder. 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 Phase-I 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: a) To maintain the Unit at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Unit is situate and the Unit itself or any part thereof without the consent of the local authorities, if required. b) 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. c) 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. d) 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. Partis or other structural members in the Unit. e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land / building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. f) Not to hang clothes to dry outside the windows, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and the building in which the Unit is housed. g) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated. h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Purchaser/s for any purposes other than for purpose for which it is sold. i) To install the Exhaust Fans/ Cooling Units/ Compressors of "Split Type/ window" Air Conditioners appurtenant to the said Unit only at such places as shall be prescribed therefor by the Promoter. j) Not to lay/ install over the exterior of the said Building or the Common Areas thereof such as staircases, landings and ducts thereof, grills, chimney, neon signboards or electronic board/s any Electrical, Telecom Lines or Conduits. k) To install any Dish or other Antennae for reception of Radio, Telecom or Television Signals on any part of the exterior of the said Building or Common Areas Or on the terrace or at such places as shall be prescribed therefor by the Promoter. l) 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 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. m) 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 Phase-I project may adopt at its inception and the additions, alterations or amendments thereof and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority such as Gram Panchyat and Office of Collector Pune, PMRDA 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. n) Till the transfer of the said project is executed in favour of the said Co-operative Housing Society to be formed of all the Purchasers in the said project, the Purchaser/s 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 PMRDA for sanction of water connections of the requisite capacity for the said Phase-I project to be constructed on a part of the said Land and / or for the said Whole Project. However, the Purchaser/s herein has been made expressly aware by the Promoter that till such time as such water connections are procured and sufficient water becomes available for the said Phase-I project or the Whole Project through such water connections, the requirement of water for the said Phase-I project or the Whole Project shall be met from other sources, including procurement of water from Water Tanker Agencies and that a pro-rata share incurred for such purchase shall be borne and paid by the Purchaser/s. 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 said Phase-I project is transferred to the Society. 32) After execution of the this Agreement, the Promoter shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s. 33) Notwithstanding anything contained hereinabove, the Promoter shall cause the said Phase-I project to be conveyed in favour of the Co-operative Housing Society to be formed of all the Purchaser/s of Units therein within a period of Three(3) months from the date the Promoter completes the last Unit in the said Phase-I project and after the Promoter has realized all its dues from all the purchaser/s of all units in the said Phase-I project. Further, the Promoter shall, within a period of THREE (3) months from completion of the last Building forming part of the said Whole Project cause to be conveyed the said Land and all areas and facilities common to the Whole Project to the Apex Society formed with the Co-operative Societies formed of the holders of Units in individual Societies in the said Whole Project as its Members. 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, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection there with including the booking amount shall be returned to the Purchaser/s without any interest or compensation after deducting a sum of Rs.1,00,000/- (Rupees One Lac Only) towards "Cancellation Charges" and which amount shall stand forfeited. 35) The Promoter shall be entitled to grant lease or licence of any portion of the said Land to any Government/ Semi-Government, Local 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/s herein shall not be entitled to raise any objection to such grant of lease or licence. Conveyance of the said Land and buildings thereon in favour of the Co-operative Housing Society to be formed of all the Purchaser/ss 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 Purchaser/s of Flats/ Units in the said Housing Project shall be expressly subject to such lease of the said portion granted in favour of MSEDCL. 37) The Promoter has expressly informed the Purchaser/s that the Promoter proposes to take the following steps for providing water to "GANGA FERNHILL":- a) Dig Bore-wells and install Submersible Pumps therein for drawing upon the ground water, to recharge such Borewells and to provide Rain Water Harvesting System for the Project. b) To apply

and procure water connection from the Gram- Panchayat /PMRDA. The Promoter has not given any implied or expressed warranty as to the quantity of water which shall become available for "GANGA FERNHILL". 38) The provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder have been brought into effect from 01.05.2017 and whereas as the said GANGA FERNHILL Phase-I project as part of the Whole Project known as "GANGA FERNHILL" is an "on-going" Project. The Promoter has procured Registration of the said Phase-I project with "MAHA RERA" under the provisions of Section 3 of the Real Estate (Regulation and Development) Act 2016 at Pune No. P52100000838. 39) The Promoter has named the said Whole Project under construction on the said Land as "GANGA FERNHILL", which may be changed to any other name at the discretion of the Promoter for which the Purchaser/s shall not be entitled to raise any objection for such change in the name of the Project. 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 has obtained Environmental Clearance for the said Whole Project and will provide the required Infrastructure / Services for the said Whole Project. The Promoter shall maintain the Infrastructure / Services which are provided to the said Phase-I project till handing over of the said Phase-I 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 Phase-I 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 Phase-I 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 Phase-I 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 Whole Project/said Land) All that piece and parcel of land or ground admeasuring Hectares 01 = 75 Ares bearing Survey No.23 [earlier bearing Survey No.22] Hissa No.4/1, situate, lying and being at Village Undri within the Registration Sub-District of TalukaHaveli, District Pune and within the limits of the Gram Panchayat of Village Undri and falling in the “Residential” Zone under the Regional Plan for Pune Metropolitan Region currently in force and which land admeasuring Hectares 01 = 75 Ares is bounded as per demarcation follows, that is to say:- On or towards the East : By Portion of Land bearing S.N. 23/4(part), Undri. On or towards the South : By Portion of Land bearing S.N. 26 & 24, Undri. On or towards the West : By Portion of Land bearing S.N. 23/2, Undri. On or towards the North : By Portion of Land bearing S.N. 23/2, Undri. **THE SECOND SCHEDULE ABOVE REFERRED TO (Description of the said Unit)** The residential Flat/Unit admeasuring 33.15 sq.mtrs carpet area (as defined hereinabove) bearing No. 404 to be situate on the 4th floor of Building “A” of the Complex to be known as “ GANGA FERNHILL” 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 4.71 sq.mtrs, and the attached balcony/ dry balcony admeasuring 1.90 sq.mtrs **TOGETHER WITH** the exclusive right of user of the Open Terrace at eye-level having carpet area of 3.21 sq. mtrs. appurtenant thereto. **AND FURTHER TOGETHER WITH** the exclusive right of user of NIL 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 THIRD SCHEDULE (Description of Common Area and Facilities) • 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(drive ways) and combination of paving blocks. • **LAYOUT AMENITIES:** 1) Entrance gate with Security Watchman Cabin & Compound wall. 2) Club House with gymnasium. 3) Children’s Play area with equipments. 4) Landscape Garden on recreational ground. 5) Senior Citizens sit out. 6) Hydro pneumatic System for overhead water tank. 7) Sewage Treatment Plant & treated water use for flushing & gardening purpose. Here set out the nature, extent and description of common areas and facilities/limited common areas and facilities. **THE FOURTH SCHEDULE ABOVE REFERRED TO: (Schedule of Payments for FLAT)** Particulars Percentage Amount in Rupees Booking Amount 05% 113400/- PLINTH 20% 453600/- 1st Slab to 15th Slab (3% on each slab) 45% 1020600/- Brick work &Plaster Work 05% 113400/- Electric Work 05% 113400/- Plumbing Work 05% 113400/- Flooring 05% 113400/- Painting 05% 113400/- Possession 05% 113400/- Total 100% 2268000/- **THE FIFTH SCHEDULE ABOVE REFERRED TO: (Amenities and Specifications)** **RCC BRICKWORK & PLASTER** Earthquake – resistant RCC frame structure External & Internal Masonry: light weight block masonry for External and internal walls Internal Plaster: Neeru finish/ Plaster of Paris/ Gypsum finish External Plaster: Sand face Plaster **FLOORING** Vitrified flooring for living room, kitchen, bedrooms Ceramic flooring for toilets and terraces **KITCHEN** Granite kitchen otta with stainless steel sink Ceramic dado tiles up to lintel level Provision for Separate connections for drinking water and wash water Provision for washing machine in dry balcony **DOORS** Main entrance door with latch and name plate Internal RCC door frames Internal flush doors with brass/CP fittings Sliding aluminium door for terrace opening **WINDOWS & RAILINGS** Powder-coated aluminium sliding windows with mosquito net MS 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. Sanitary fittings of Parryware/Hindware/Jaquar make. CP fittings of Jaquar/Grohe/Mark/Yonex/Kludi make. ELECTRIFICATION Concealed copper wiring with MCB Provision of DTH cabling and telephone connection in living and master bedroom PAINTINGS OBD paint for internal walls LIFT One automatic and one stretcher lift of KONE/OTIS/SCHINDLER/STERLING make with generator backup for each building. THE SIXTH SCHEDULE ABOVE REFERRED TO (Common Expenses & Outgoings) 1. Towards maintenance and repairs of common areas and facilities. 2. Towards Sewerage Treatment Plant operation and treatment cost 3. Towards Water Treatment Plant operation and treatment cost. 4. Towards Organic Waste Converter Operation cost. 5. Wages of Watchmen, Sweepers etc. 6. Revenue Assessment. 7. All other taxes, levies, charges and ceases. 8. Electricity and water charges and deposits in respect of common electrical and water pumps and other installations. 9. Expenses of and incidental to the management and maintenance of the said Complex known as "GANGA FERNHILL". 10. All costs, charges and expenses to procure water for the requirement of the holders/occupants of Flats/Units/Shops in the said Phase-I project through water tanker agencies and other sources. SIGNED & DELIVERED by the withinnamed) Promoter MEENAMANI GANGA BUILDER LLP,) by the hand of one of its Designated Partners,) SHRI. ANNUJ UMESH GOEL /) SHRI. ANKIT UMESH GOEL, in the presence of:-) 1. 2. SIGNED & DELIVERED by the withinnamed) Confirming Party G.G.L.B. ESTATES,) by the hand of its duly constituted attorney,) M/S.MEENAMANI GANGA BUILDER LLP, by the) hand of one of its Designated Partners,) SHRI. ANNUJ UMESH GOEL /) SHRI. ANKIT UMESH GOEL, in the presence of:) 1. 2. SIGNED & DELIVERED by the) within named Purchaser/s)) 1. MR. SAMKUTTY GEORGE))) 2. MRS. ANNAMMA SAMKUTTY))) in the presence of:) 1. 2. RECEIVED A SUM OF Rs. 25,000/- (Rupees Twenty Five Thousand Only) from the withinnamed Purchaser/s being the amount within expressed to have been paid by him/her/them to us on or before execution hereof. WE SAY RECEIVED PROMOTERS