

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made and executed at Pune on this
_____day of _____ 2023.

BETWEEN

GOEL GANGA INDIA PRIVATE LIMITED, a company limited by shares and incorporated under the provisions of the Companies Act, 2013, having its registered office at San-Mahu Commercial Complex, 5, Bund Garden Road, Pune - 411001, by the hand of one of its Director/s, SHRI JAIPRAKASH SITARAM GOEL/SHRI ATUL JAIPRAKASH GOEL / SHRI AMIT JAIPRAKASH GOEL, duly authorized in that behalf and 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 said company, its successors-in-interest) [Earlier GOEL GANGA DEVELOPERS (INDIA) PRIVATE LIMITED now amalgamated with GOEL GANGA INDIA PRIVATE LIMITED vide Order of National Company Law Tribunal, Mumbai Bench, Mumbai, dated 10/08/2017 passed in Company Scheme Petition No.394 of 2017
PAN NO. AAGCG6139B

..... PARTY OF THE FIRST PART

AND

(1) Baban Kashinath Zombade (2) Jaheda Sayyad Habib (3) Sachin Dipak Bhalshankar, Nitin Dipak Bhalshankar Vhiki Dipak Bhalshankar, Minor through Guardian Nanda Dipak Bhalshankar (4) Ismail Mehatab Shaikh (5) Ruksana Ahemad Shaikh (6) Sugriv Eknath Gade'kar (7) Rajiya Shaikh Fakir Mohammad, Salim Shaikh Fakir Mohammad (8) Jamirkhan Nazirkhan Pathan & Raziya Jamirkhan Pathan (9) Dastagir Amin Mujawar (10) Jamin Bashirkhan Pathan Bashirkhan Nasirkhan Pathan (11) Khalid Hasan Mehamood Yasin Ansari (12) Naim Ahemad Ansari (13) Salim Mohammad Qureshi (14) Mehrun Rashid Jamadar (15) Rashid Bhaisab Shaikh (16) Vijay Dhondiba Paithankar (17) Pawar Rajendra Dada (18) Indrajit prasad Ramlal Maurya (19) Saida Abdul Rauf Gajekhan (20) Daulatbi Gulab Baig (21) Hamid MaInuddin Shaikh (22) Dattraya Tukaram Raut (23) MukHtar Abdula GafUr Khan (24) kasturabai shivaji pawar, sunil shivaji pawar, Anil shivaji Pawar, shyam shivaji pawar, all Heirs of Shivaji Babaji Pawar (25) ashok bhimrao pawar (26) Santosh Laxman Jadhav (27) Ramdas Nanabhau Kokare & Sunanda Ramdas Kokare (28) Kantabai Tukaram more (29) Baburao Vithoba Aatkare (30) Nasir Nurkha Pathan (31) Sattar Abbas Shaikh (32) Shamshuddin Ahemad Shaikh & Hafija Shamshuddin Shaikh (33) Madina Ahemad Shaikh Madina Ahemad Shaikh (34) Shaikh Shajahan Ahemad

Badshaha (35) noorjahan abdul sattar (36) Lata Baban Dhaybar (37) Akil Ahmed Shaikh (38) Hanslal Sukhlal Maurya (39) Anjan Buchchyaa Jalnil (40) Aasha Shivpujan Tripathi (41) Harun Lalmiya Maniyar (42) Kutub Fakruddin Shaikh Salima Kutub Shaikh (43) Nannubhai Sajjanbhai Pathan (44) Farukh Tamij Khan (45) Dayanand Basuraj Maidargi (46) Suman Bhauraoji Hedau, Kishor Bhauraoji Hedau & Raju Bhauraoji Hedau (47) Parvatibai Sonaba Landge (48) Shankardatta Jagaruprasad Mishra (49) Kanifnath Keshav Wadgaonkar (50) Baghanna Siddhanna Burle (51) Rajendra Bhagwat Patil (52) Dnyanu Daulu Lokhande (53) Tukaram Mahadev Gate, Sangita Dinkar Jagtap (54) Sunil Babasaheb Bhosale & Sanjay Babasaheb Bhosale (55) Munavar Rabuddin Ansari (56) Santosh Sonyabapu Khamkar (57) Kundalik Sidram Shinde (58) Shri. Shukracharya Vishwanath Nawale , (59) Popat Rambhau Gate (60) Shrihari Ramchandra Pakhare (61) Shivshankar Chandrashekhar Maidargi (62) Mehamood Alimam Ansari (63) Basantlal Sukuram Maurya (64) Shabbir Nabi Shaikh & Mehammad Yasin Gulsher Shaikh (65) Nafis Ahemad Shakil Ahemad Ansari (66) Bharat Shripati Khatal (67) Bharati Raghunath Surwase, Santosh Raghunath Surwase & Sachin Raghunath Surwase (68) Dipak Bibhishan Khatal & Digvijay Bibhishan Khatal (69) Bharat Hirjibhai Patel (70) Sahebrao Gundiba Jadhav (71) Sarjerao Shivappa Waghmare (72) Iqubal Shaikh Nawaj Shaikh All 1 to 72 by the hands of duly Constituted Attorney SHRI. JAIPRAKASH SITARAM GOEL AND / OR SHRI ATUL JAIPRAKASH GOEL both Adult Indian Inhabitant, having office at, 3rd floor, San Mahu Commercial Complex, 5, Bund Garden Road, Pune, 411 001. Hereinafter referred to as "The Confirming Parties" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said owners, their heirs, executors, administrators and assigns)

... .. PARTY OF THE SECOND PART

AND

Age _____ Years, Occupation _____

PAN No. _____

Residing at: _____

Hereinafter referred to as "The Allottee/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)

..... PARTY OF THE THIRD PART

WHEREAS the Promoter is a company incorporated under the provisions of the Companies Act, 1956, and deemed to be the companies Act 2013 and the Promoter has its Registered office at 3rd Floor, San Mahu Complex,5, Bund Garden Road, Pune 411 001.

AND WHEREAS the Promoter is the owner and holding development rights of the total land admeasuring 30200 Sq. Mtrs. out of the larger piece of the land admeasuring 41000 Sq. Mtrs. bearing Survey Nos. 22 Hissa No. 2 situate, lying and being at Village Kharadi within the Registration Sub-District of Taluka Haveli, District Pune and within the extended limits of the Municipal Corporation of Pune and falling in the "Residential" zone under the Draft Development Plan for the extended areas of the City of Pune which have been purchased by the Promoter by various Sale Deeds executed by its respective owners.

AND WHEREAS the Confirming Parties are the owners of their respective portions of land out of the land bearing Survey No.22 Hissa No. 2 situate, lying and being at Village Kharadi within the Registration Sub-District of Taluka Haveli, District Pune and within the extended limits of the Municipal Corporation of Pune and falling in the "Residential" zone under the Draft Development Plan for the extended areas of the City of Pune and as per diverse Development Agreements and Power of Attorneys executed by the Confirming Parties herein, in favour of the Promoter herein, in respect of their respective portions of land, the Promoter has acquired the total land admeasuring by 41000 Sq. Mtrs. by virtue of registered Development Agreements and registered Power of Attorneys and different registered Sale Deeds. The said total land admeasuring 41000 Sq. Mtrs. divided into Two plots namely Plot A & Plot B. The Promoter further states that the Plot B is further divided into two plots namely plot B & B1 and the Promoter has now proposed to construct the Tower "D", Tower "E" and Tower "F" on the Plot No. "B1" admeasuring total area 13652.45 Sq. mtrs. out of which net plot area admeasuring 11604.56 Sq. mtrs. as per the sanctioned layout, more particularly described in the First Schedule – (B) hereunder written and hereinafter referred to as "the said Land";

AND WHEREAS the provisions of the Urban Land (Ceiling and Regulation) Repeal Act 1999 apply to the said holding of the said land bearing Survey No. 22 Hissa No.2, village Kharadi, Tal Haveli Dist- Pune.

AND WHEREAS, the facts and circumstances pertaining to vesting of title of the total land admeasuring 41000 Sq. Mtrs. bearing Survey no. 22 Hissa no. 2 village Kharadi Tal Haveli Dist Pune in favour of Promoter herein are set out/disclosed in the Certificate of Title dated 10/11/2012 issued by advocate of Promoter "Law Beacons" through its Adv. Nalin Bhat and Supplementary Title Reports of Adv. Umesh Vaste dated 30/06/2017, 18/09/2018, 18/05/2019 , 01/11/2019 and Title Certificate dated 30/04/2021 and the copies whereof are annexed hereto as Annexure "A"

AND WHEREAS the Promoter has applied for and obtained sanctioned plan from the Pune Municipal Corporation, Pune vide its Commencement Certificate dated 06/08/2019 bearing No. CC/1028/2019, dated 23/12/2019 bearing No. CC/2219/19, dated 23/03/2020 bearing No.CC/3234/19, dated 05/04/2021 bearing No. CC/0020/21, dated 12/08/2021 bearing No. CC/1271/21 and further revised Commencement Certificate dated 06/09/2021 bearing No. CC/1539/21 for Tower "D", Tower "E" and Tower "F" and specifications in respect of the construction of a Housing/Commercial Complex to be known as "GANGA ALTUS KHARADI PUNE" consisting of buildings containing Flats/Units/Structures on the said land.

AND WHEREAS as per the said sanctioned layout the said portion admeasuring Plot No. "B1" admeasuring total area 13652.45 Sq. mtrs. out of which net plot area admeasuring 11604.56 Sq. mtrs. out of the said total land 41000 Sq. Mtrs. bearing Survey No. 22 Hissa No. 2 situated at village Kharadi Tal. Haveli, Dist. Pune, is laid out in an area earmarked for construction of multistoried, Open space, area under widening of 45 mtrs. Development Plan Road and area earmarked for installation of Electricity Transformer.

AND WHEREAS under the said building Plans sanctioned by the Municipal Corporation of Pune vide its Commencement Certificate dated 06/08/2019 bearing No. CC/1028/2019, dated 23/12/2019 bearing No. CC/2219/19, dated 23/03/2020 bearing No. CC/3234/19, dated 05/04/2021 bearing No. CC/0020/21, dated 12/08/2021 bearing No. CC/1271/21 and further revised Commencement Certificate dated 06/09/2021 bearing No. CC/1539/21 the following Tower "D" & Tower "E" containing Residential Units/Flats/Apartments and Commercial Units/Shops/Offices and Tower "F" containing Commercial Units/Shops have been Proposed by the Municipal Corporation of Pune by consuming the FAR (FSI) arising from the said land;

Bldg.	Total No. Of Floors Proposed	Aggregate No. Proposed Flats/Units/Apartments/ Shops	
		Residential	Commercial
D	LG+GF+P1+P2+P3+ P5 + Stilt + 24 Floors	200	11
E	LG+GF+P1+P2+P3+ P5 + Stilt + 24 Floors	200	11
F	GF+MEZ/Stilt +3 FLOORS	----	7 Shops + 4 Floor

AND WHEREAS the Promoter proposes to procure/make available additional FAR by way of purchase of "Transfer Development Rights" "Paid FSI" or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to the existing Development Control Regulations which are applicable to the said Project and to consume such additional FAR (FSI) by constructing sanctioned and additional floors.

AND WHEREAS the whole Project namely "GANGA ALTUS KHARADI PUNE" on the Plot No. B1 admeasuring total area 13652.45 Sq.

mtrs. out of which net plot area admeasuring 11604.56 Sq. mtrs. consisting of said Project (Ganga Altus Tower D, Tower E & Tower F) more particularly describe as Tower "D" having Lower Ground, Ground Floor, P1, P2, P3, P5 + Stilt + 24 Floors & Tower "E" having Lower Ground, Ground Floor, P1, P2, P3, P5 + Stilt + 24 Floors containing Residential Apartments & Commercial Unit/Shops & Tower "F" having Ground Floor + Mez/Stilt + 3 Floors containing Commercial Units/Shops.

AND WHEREAS the Allottee/s is/are offered the Residential Flat / Unit /Apartment bearing No. _____ on the ____Floor, (hereinafter referred to as "Unit") in Tower "____" of the said project named and called Building as "GANGA ALTUS" (hereinafter referred to as "the said Project") being constructed by the Promoter on the Said Land.

AND WHEREAS the Promoter has entered into a standard Agreement with SPACE DESIGNERS SYNDICATE ARCHITECTS who are registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects.

AND WHEREAS, the Promoter has registered the said Project under the provisions of Section 3 of the Real Estate (Regulation & Development) Act, 2016 [hereinafter referred to as "the said Act"] with Maharashtra Real Estate Regulatory Authority vide No. P52100024713 and authenticated copy of such Registration Certificate is attached in Annexure "F".

AND WHEREAS the Promoter has appointed a Structural Engineer M/s. G.A.BHILARE CONSULTANT PVT. LTD. Pune for the preparation of the structural design and drawings of the said Tower "D", Tower "E" and Tower "F" and the Promoter accept the professional supervision of the said Architects and the said Structural Engineer till the completion of the project;

AND WHEREAS the Promoter alone has the sole and exclusive right to sell the said Residential Flat / Unit /Apartment in the said Tower "D", Tower "E" and Tower "F" to be constructed by the Promoter on the said

project land and to enter into agreement/s with the Allottee/s of the said Residential Flat / Unit /Apartment and to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the Allottee/s the Promoter has given inspection to the Allottee/s of all the documents of Title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect SPACE DESIGNERS SYNDICATE ARCHITECTS 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 made there under and the full satisfaction of Allottee/s the same.

AND WHEREAS the authenticated copies of certificate of title issued by the Advocate of the Promoter, copies of property card or form of village forms VI or VII and XII showing the nature of the title of the Promoter to the said land have been annexed hereto and marked as Annexure "A", and "B" respectively:

AND WHEREAS the authenticated copy of the plans of the Lay-out of the said Whole Project as approved by the concerned Local authority have been annexed hereto and marked as Annexure - C.

AND WHEREAS a copy of the Building Plan of the said Project sanctioned by the Municipal Corporation of Pune is annexed hereto as Annexure "D";

AND WHEREAS while sanctioning the said plan the Municipal Corporation of Pune and/or Government has laid down certain terms conditions stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said project and upon due observance and performance of which only the completion or occupation certificates in respect of the said project shall be granted by the Municipal Corporation of Pune.

AND WHEREAS the Promoter has accordingly commenced construction of the said project in accordance with the said sanctioned plan and subsequent revision, if any, thereof.

AND WHEREAS the Allottee/s applied to the Promoter for allotment of the Residential Flat / Unit /Apartment No. _____ on ____ Floor in Tower "____" of the said whole Project known as "GANGA ALTUS" being constructed on the said land.

AND WHEREAS the carpet area of the said Residential Flat / Unit /Apartment is 73.05 square meters and "Carpet Area" means the net usable floor area of the said Residential Flat / Unit /Apartment, excluding the area covered by the external walls, areas under services shafts exclusive open terrace area appurtenant to the said Flat/Unit/Apartment for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the said Residential Flat / Unit /Apartment .

AND WHEREAS the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms and conditions and stipulations contained in this agreement and all applicable laws are now willing to enter into this Agreement on terms and conditions appearing hereinafter;

AND WHEREAS prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the said Residential Flat / Unit /Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS under Section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of said Residential Flat / Unit /Apartment to the Allottee/s, being in fact these presents, and also to register said 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 shall proposed to construct the said Project Tower "D", Tower "E" & Tower "F" ultimately Tower "D" to consist Lower Ground Floor + Ground Floor + P1 + P2 + P3 + P5 + Stilt + 24 Floors containing Residential Apartments and Commercial Units/Shops and Tower "E" ultimately to consist Lower Ground Floor + Ground Floor + P1 + P2 + P3 + P5 + Stilt + 24 Floors containing Residential Apartments and Commercial Units/Shops and Tower "F" ultimately to consist Ground Floor + Mez/Stilt + 3 Floors containing Commercial Units/Shops in accordance with the plans, designs by the Municipal Corporation of Pune from time to time.
- 1.a. (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Residential Flat / Unit /Apartment No. _____admeasuring ____sq. meters carpet area situate on _____Floor of the said Tower "_____" of the said whole Project known as "GANGA ALTUS" (hereinafter referred to as "the said Residential Flat/Unit/Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure "D" for the consideration of Rs. _____/- including the proportionate price of the common areas and facilities appurtenant to the said Residential Flat/Unit/Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule hereunder written.
- (ii) The Allottee/s hereby agrees to acquire from the Promoter and the Promoter hereby agrees to grant to the Allottee/s the exclusive right of user of the _____ Car Parking. The Allottee/s shall not raise any dispute in the future about suitability of the said parking space as constructed by the Promoter.

- (iii) The Carpet area of the said Flat is _____ sq. mtrs. and appurtenant to the net usable area of an apartment, the exclusive area of the dry balcony an area _____ sq. mtrs., and appurtenant to the net usable area the balcony is _____ sq. mtrs. is enclosed to the bedroom, living room or any other room as per sanctioned plan calculated under Sec. 2 (k) of the said Act and vide Circular No. 4/2017 date 14/06/2017.
- (iv) The Open Car parking, if any, shall be allotted by the legal entity of the Allottee/s as and when formed.
- 1(b) The Allottee/s hereby agrees to pay to the Promoter the amount of purchase consideration of Rs. _____/- (Rupees _____ Only) in the manner mentioned in the Fourth Schedule hereunder written.
- 1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Allottee/s by way of Goods and Service Tax or any other similar taxes which may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Residential Flat / Unit /Apartment by the Promoter to the Allottee/s, in connection with the construction of and carrying out the Project) payable by the Allottee/s up to the date of handing over the possession of the said Residential Flat / Unit /Apartment.
- 1(d) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of Development Charges payable to the Municipal Corporation of Pune and/or any other increase in charges which may be levied or imposed by the said Corporation/Local Bodies/Maharashtra State Electricity Distribution Company Limited/Central and State Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in Development Charges, Cost, or Levies imposed by the Municipal Corporation of Pune and/or Maharashtra State Electricity Distribution Company Limited 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 Allottee/s.

- 1 (e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Residential Flat / Unit /Apartment will complete and the Completion Certificate will be granted by the Municipal Corporation of Pune, by furnishing details of the changes, if any, in the carpet area subject to a variation cap of 3 percent. The total price payable for the said Residential Flat / Unit /Apartment shall be re-calculated upon such confirmation by the Promoter. If the carpet area of the said Residential Flat / Unit /Apartment less more than 3%, then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate of 12% (twelve) per annum, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area more than 3% allotted to Allottee/s, the Promoter shall entitled to demand from the Allottee/s the additional/ excess amount and the Allottee/s shall pay within 15 days from demand the same. All these monetary adjustments shall be made at the same rate per square meter as agreed.
- 1(f) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by Allottee/s under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.
- 1(g) The payment of the Consideration and the installments related thereto shall be subject to the deduction of tax ("TDS") as provided for under the provisions of the Income Tax Act, 1961. The Allottee hereby agrees and undertakes to make timely payment of the TDS in the manner provided under the Income Tax Act, 1961 and shall within 30 (thirty) days from the date of the payment being made provide the

original TDS Certificates to the Promoter. The Allottee hereby agrees and undertakes that the Allottee shall solely be responsible for all consequences related to the non-payment of TDS to the Income Tax Authorities and non-delivery of the TDS Certificate to the Promoter on time and any consequences related to non-payment including levy of penalties, interest, etc. shall be solely to the account of the Allottee and the Allottee shall indemnify and keep indemnified the Promoter in respect thereof. It shall be the sole responsibility of the Allottee to bear and pay GST amount on or about execution of this present or as becomes applicable from time to time for this transaction.

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Municipal Corporation of Pune at the time of sanctioning the said Plan or thereafter and shall, before handing over possession of the said Residential Flat / Unit /Apartment to the Allottee/s obtained from the said Corporation, Occupation and /or Completion Certificate in respect of the said Residential Flat / Unit /Apartment.

The Allottee/s agreed to give consent to make any changes, modification, alteration in sanctioned layout and/or building plan may have been necessary to complete the construction before handing over the possession of the said Residential Flat / Unit /Apartment to the allottee/s and also agreed to give no objection to the concern authority to sanction the layout/s and plans submitted by the Promoter.

- 2.2 Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Residential Flat / Unit /Apartment the Allottee/s and the common areas to the Association of the Allottee/s after receiving the Occupancy Certificate or the Completion Certificate of the last building or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installments and other dues payable by him/her/them to the Promoter under the terms

hereof and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter.

3. The Promoter hereby declares that on the said total land adm. 41000 sq. mtrs, the Floor Space Index available as on date in respect of the project land is 34981.62 Sq. mtrs. Promoter intends to utilize FSI of 40,000 Sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementation of various rules and regulations as mentioned in the Development Control Regulations or based on expectation of increased FSI, which may be available in future on modification to D.C. Regulation, which is applicable to the said project.

The Promoter has hence disclosed the complete potential Floor Space Index of 74981.62 Sq. mtrs. to be utilized by him on the said land admeasuring total area 13652.45 Sq. mtrs. out of which net plot area admeasuring 11604.56 Sq. mtrs. balance plot without amenity provided that, the Promoter developing the said project will be entitled to aggregate any contiguous land parcel through acquisition of ownership and title or by receiving development permission or may also obtain phase wise approval from the relevant competent authorities to sanction under the applicable laws, rules and regulations.

The additional FSI which will get available due to additional aggregate area so added, will be further added to the potential FSI of the whole project and it will be shown as sanctioned or proposed FSI of the whole project.

The Allottee/s has agreed to purchase the said Residential Flat / Unit /Apartment based on the proposed construction and sale of the said Residential Flat / Unit /Apartment to be carried out by utilizing the proposed/additional FSI and on the understanding that the declared proposed/additional FSI shall belongs to Promoter only.

- 4.1 If the Promoter fails to abide by the time schedule for completing the said Project and handing over the Residential Flat / Unit /Apartment to the Allottee/s, who does not intend to withdraw from the said Project, Promoter agreed to pay interest as specified in the Rules on all the amounts paid by the Allottee/s for every month of day till the handing over of the possession.

The Allottee/s agrees to pay to the Promoter, interest as specified in the Rules on all the delayed payments which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter

- 4.2 Without prejudice to the right of Promoter to charge interest in terms of Sub Clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.

Provided further the Promoter shall give notice of fifteen days in writing to the Allottee/s by Registered Post A.D. at the address provided by the Allottee/s and/or mail at the e-mail address provided by the Allottee/s, of this 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 breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee/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 to the Allottee/s, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may payable to Promoter, within the period of 30

days (thirty days) of the termination, the installments of the sale consideration of the Residential Flat / Unit /Apartment which may till then have been paid by the Allottee/s to the Promoter.

5. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand to be provided by the Promoter in the said building and the Residential Flat / Unit /Apartment as are set out in Annexure "E" annexed hereto.
6. The Promoter shall give possession of the said Residential Flat / Unit /Apartment to the Allottee/s on or before _____. If the Promoter fails or neglects to give possession of the said Residential Flat / Unit /Apartment to the Allottee/s on account of reasons beyond its control and of its agents by the aforesaid date, then in such event, the Allottee/s shall have option to terminate this Agreement on the ground of such failure or neglect on the part of the Promoter.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Residential Flat / Unit /Apartment on the aforesaid date, if the completion of the said Building in which the said Residential Flat / Unit /Apartment is to be situated is delayed on account of.

- (i) War, Civil Commotion or Act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority.
- (iii) Any circumstances arising from court order due to specific stay or injunction orders relating to the real estate project from any court of law or Tribunal authority etc, the period shall be valid and extension shall be granted for such period where actual work could not be carried by Promoter as per sanctioned plan due the said circumstances or court order.
- (iv) Change in policy/legislation of the Government/ concerned authorities with respect to the said Properties.

- (v) Any other natural calamity events, which is beyond the control of the Promoter or its agents/contractors as the case may be.
- (vi) For any other Pandemic disease for which compulsory lockdown period declared by the Central or State Government.
- (vii) Any notice under other public body or authority or on account of withholding or delaying in the grant of the Building Completion Certificate, water connection, electricity connection and also the Promoter shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by the Promoter from time to time.
- (viii) Non payment of the amounts by the Allottee/s on due dates and as per schedule of payment hereinabove mentioned.
- (ix) Circumstances beyond the control of the Promoter.

6.1 The Promoter herein is developing the said land which consists of various phases having common amenities like the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Promoter assures to hand over possession of the said common amenities as per mentioned in Second Schedule hereunder written. The Allottee/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said Residential Flat / Unit /Apartment on the ground of non completion of aforesaid common amenities.

7.1 Procedure for taking possession - The Promoter shall offer the Apartment for Possession in writing, when the said apartment is ready for fit out purpose and the Allottee/s are ready and willing to take possession for fit out purpose or upon obtaining the Occupancy / Completion Certificate from the Pune Municipal Corporation, whichever is earlier. The Allottee/s upon giving their approval, completing the possession procedure and demanding the possession and clear the full and final payment for obtaining possession as per

the agreed terms written in Fourth Schedule. After the final payment is cleared, the promoter shall handover the Possession of the said Apartment to the Allottee/s within 21 days from such date. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoter or Association of Allottee/s, as the case may be.

- 7.2 The Allottee/s shall take possession of the said Residential Flat / Unit /Apartment within 15 (fifteen) days of the Promoter giving written notice to the Allottee/s intimating that the said Residential Flat / Unit /Apartment is ready for use and occupation:
- 7.3 Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Residential Flat / Unit /Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his/her/their business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/her/them in respect of the Residential Flat / Unit /Apartment with the interest 12% per annum within 30 days including compensation (if applicable) in the manner as provided under the Act.
- 7.4 Failure of Allottee/s to take Possession of the said Residential Flat / Unit /Apartment - Upon receiving a written intimation from the Promoter as per Clause 7.1, the Allottee/s shall take possession of the said Residential Flat / Unit /Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Residential Flat / Unit /Apartment to

the Allottee/s. In case the Allottee/s fails to take possession within the time provided in Clause 7.1, such Allottee/s shall continue to be liable to pay maintenance and property taxes or other charges (if any) as applicable.

If any Allottee/s purchase any Residential Flat/Unit/Apartment in any of the Tower "D", Tower "E" & Tower "F" after its obtaining completion/occupancy certificate and which is ready for possession in all respects, in that case such Allottee/s shall be liable to pay maintenance charges and property taxes including dues from date of completion certificate and all other charges been applicable.

- 7.5 If within a period of five years from the date of handing over the said Residential Flat / Unit /Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Residential Flat / Unit /Apartment or the Tower "E" in which the said Residential Flat / Unit /Apartment 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 Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The Allottee/s shall not, without the prior written consent of the concerned Local Authority as well as Promoter to carry out any alterations of whatsoever nature in the said Residential Flat / Unit /Apartment or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Allottee/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 Residential Flat / Unit /Apartment and do or omit to do any act which may result in damage to the said Residential Flat / Unit /Apartment. 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 Allottee/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, C.P. Fittings, Electrical and Electronic peripherals, Doors and hardwares, Windows, Tiles, Glass etc. procured from manufacturers / third parties, to be provided by the Promoter in the said Project and/or in the said Residential Flat/Unit/Apartment, 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 is not attended to by the Allottee / Co-operative Housing Society formed of the purchasers of Residential Unit/Flat/Apartment or Residential Flat / Unit /Apartment in the said Project.

If there is any dispute regarding any defect in the Tower "E" or material used within five years from the date of handing over possession, then first the Allottee/s shall inform the customer care department of the Promoter and resolve the issues amicably and mutually. The Promoter shall arrange inspection through its engineer in respect of the defects and if it is found that such defects are due to wear and tear / non periodic maintenance / misuse / mishandling of the materials / unit / building, then Promoter would not be liable to rectify such defects. Promoter would also not be liable to rectify the defects like minor hairline cracks on the external and internal walls including RCC structure which might occur due to variation of heat intensity / weathering as these do not affect the structural stability of the Tower "E" and hence does not amount to structural defect or bad workmanship defect. Allottee/s shall be at liberty to approach concern authority and refer the matter for the decision of Adjudicating

Officer appointed under the said Act in the event of defects being not resolved to his / her/their satisfaction by the Promoter.

8. The Allottee shall use the Residential Flat / Unit /Apartment or any part thereof or permit the same to be used only for purpose of residence only. He / She /they shall use the covered parking space only for purpose of keeping or parking the Allottee's vehicle.
9. The Allottee along with other Allottees of Residential Flat / Unit /Apartment in the said Project shall join in forming and registering a Co-operative Housing Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register such Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other competent authority.
- 9.1 The Promoter shall form Individual Society of said project i.e. "GANGA ALTUS KHARADI PUNE" within three months from the date on which 51% of the total number of Allottees in the said project have booked their respective Residential Flat/Unit/Apartment / Commercial Shop/Office in Tower "D", Tower "E" & Tower "F".

The Promoter shall within the period of three months from the date of procuring occupancy/completion certificate of the last project or the last building in the said Whole Project known as "GANGA ALTUS KHARADI PUNE" under the Maharashtra Co-Operative Societies Act, 1960.

The Promoter shall execute the Deed of Conveyance on receipt of the entire consideration of the said Residential Flat / Unit /Apartment under the Agreement from the Allottees and shall convey the right, title with the proportionate share in the common areas to the Apex Body/Federation as may be formed by the Promoter in the said project within Three months from the formation of Apex Body/ Federation.

However in case the Allottee fails to deposit the stamp duty, registration charges and all others incidental charges and expenses etc. demanded by Promoter within stipulated period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed, till full and final settlement of all dues payable to the Promoter by Allottee/s.

- 9.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Residential Flat / Unit /Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Residential Flat / Unit /Apartment) of outgoings in respect of the said Land and Tower "E" namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and Tower "E". Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional for One year contribution of Rs. _____/- (Rs. _____ Only) inclusive of GST towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the said Project is executed in favour of the said

Society as aforesaid. On such conveyance being executed for the said Project, the aforesaid the contribution (deduction of expenses done by the Promoter for maintenance of society and common areas and other deduction provided in this Agreement) shall be paid over by the Promoter to the Society. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein and the Allottee/s shall be liable for penalty, which is extend upto five Percent of Residential Flat/Unit/Apartment or building cost, and/ or punishable with imprisonment for a term which is extend upto one year with fine as the case may be as default continuous as determined by the Authority under sec. 67 and 68 of the said Act.

10. Simultaneously with the execution of this Agreement, the Allottee / s shall be obliged to pay to the Promoter applicable Goods and Service Tax (GST), in terms of the provisions of Central Goods and Service Tax Act, 2017 / Integrated Goods and Service Tax Act 2017 / Maharashtra Goods and Services Tax Act, 2017 / or rules framed there under or any other law for the time being in force for the purpose, of the agreed sale / purchase price of the said Residential Flat / Unit /Apartment . The said amount shall be paid by the Promoter to the Government as prescribed by the Law. The Allottee/s shall make payment of GST applicable to the said Residential Flat / Unit /Apartment 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 Allottee/s to the Promoter under this Clause shall vary accordingly. In addition to the above, the Allottee/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 Residential Flat / Unit /Apartment by the Promoter to the Allottee/s before or after taking the possession of the said Residential Flat / Unit /Apartment 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 Allottee/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Allottee/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 Allottee/s of any such taxes, duties etc.

The amount of GST payable by the Allottee/s is exclusive from the amount of agreed consideration of the Residential Flat / Unit /Apartment to be purchased.

11. At the time of registration of Deed of Conveyance of the said project, the Allottee/s shall pay to the Promoter, the Allottees' share of Stamp Duty and Registration Charges payable, by the said Society on such Deed of Conveyance or any Document or instrument of transfer in respect of the said Building. At the time of registration of Deed of Conveyance of the said Land, the Allottee/s shall pay to the Promoter, the Allottee's share of Stamp Duty and Registration Charges payable by the said Apex Body or Federation on such Deed of Conveyance or any document or instrument of transfer in respect of the structure of the Project Land to be executed in favour of the Apex Body or Federation.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee/s as follows:

- i. The Promoter has clear and marketable title to the said Land as declared in the Title Certificate annexed to this Agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- iii. There are no encumbrances upon the said Land or the Project except mortgages as detailed below ;;

Sr. No.	Mortgagee	Document of Mortgage	Date	Registration Number
1	JM Financials Credit Solutions Limited	Indenture of Mortgage	30/03/2021	9222/2021 Joint Registrar, Haveli No.10, Kharadi, Pune

- iv. There is no litigation pending before any Court of Law with respect to the said Land or Project except those disclosed in the said Title Certificate;
- v. All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, the said Land and said Tower "D", "E" & "F" is valid and subsisting and has 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 Project, said Land and said Tower "D", "E" & "F" 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 Project, the said Land, Tower "D", "E" & "F"

and Common Areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/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 Land, including the Project and the said Residential Flat/Unit/Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Residential Flat/Unit/Apartment to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the project to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the project to the Association of the Allottees.
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project 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 Land and/or the Project except those disclosed in the said Title Certificate.

13. The Allottee/s for himself/herself/themselves and with intention to bind all persons into whose hands the said Residential Flat / Unit /Apartment may come, hereby covenants with the Promoter as follows:
- i. To maintain the said Residential Flat / Unit /Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Residential Flat / Unit /Apartment is taken and shall not do or suffer to be done anything in or to the said Tower "E" in which the said Residential Flat / Unit /Apartment is situate which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Tower "E" in which the said Residential Flat / Unit /Apartment is situate and the said Residential Flat / Unit /Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the said Residential Flat / Unit /Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Tower "E" in which the said Residential Flat / Unit /Apartment is situated or storing of which goods is objected to by the concerned Local or Other Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Tower "E" in which the said Residential Flat / Unit /Apartment is situate, including entrances of the said Tower "E" in which the said Residential Flat / Unit /Apartment is situate and in case any damage is caused to the said Tower "E" in which the said Residential Flat / Unit /Apartment is situated or the said Residential Flat / Unit /Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- iii. To carry out at his/her/their own cost all internal repairs to the said Residential Flat / Unit /Apartment and maintain the said Residential Flat / Unit /Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said Tower "E" in which the said Residential Flat / Unit /Apartment is situate or the said Residential Flat / Unit /Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or Other Public Authority.
- iv. Not to demolish or cause to be demolished the said Residential Flat / Unit /Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Residential Flat / Unit /Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Tower "E" in which the said Residential Flat / Unit /Apartment is situate and shall keep the sewers, drains and pipes in the said Residential Flat / Unit /Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Residential Flat / Unit /Apartment in which the said Residential Flat / Unit /Apartment is situate and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the without the prior written permission of the concerned local authority and Promoter and/or the Society or the Limited Company.

- v. Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grill etc., and installation of dish Antenna's without the permission of the Promoter. In case any such enclosure the Promoter shall remove the grill/wall otherwise so fixed constructed at the cost of the Allottee/s. The Allottee/s shall be liable to pay such costs on demand by the Promoter.
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the said Tower "E" in which the said Residential Flat / Unit /Apartment is situate or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Residential Flat / Unit /Apartment in the compound or any portion of the said Project land and the said Tower "E" in which the said Residential Flat / Unit /Apartment is situate.
- 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 said Residential Flat / Unit /Apartment by the Allottee/s to any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Residential Flat / Unit /Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s

has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.

- x. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Tower "D", Tower "E" & Tower "F" and the units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupation and use of the said Residential Flat / Unit /Apartment in the Tower "D", Tower "E" & Tower "F" and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a Deed of Conveyance of the said land of the Tower "D", Tower "E" & Tower "F" in which said Residential Flat / Unit /Apartment is situate is executed in favour of Society/Limited Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into land or any part thereof to view and examine the state and condition thereof.
- xii. Till a Deed of Conveyance of the said Land on which the said Tower "D", "E" & "F" in which the said Residential Flat / Unit /Apartment is situate is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or

any part thereof to view and examine the state and condition thereof.

- xiii. The Allottee/s is/are hereby prohibited from altering, obstruction the external and internal structure of the Tower "E" constructed as per the sanctioned plan and from enclosing balconies /terraces with grills or otherwise, failing which the Promoter shall remove such grill/wall constructed by the Allottee/s at the cost of Allottee/s.
- xiv. As the Promoter will be applying to the concerned authorities for giving separate water connections for Tower "D", "E" & "F" and electricity meters and connections from the concerned department then in that case the Promoter may provide electrical connections/water supply/power supply/generator supply through any other temporary arrangement because of which of there is any improper/insufficient/irregular supply of water/ electricity, the Promoter shall not be held liable for the same Allottee/s hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee/s shall pay for the proportionate charges as demanded, determined and decided by the Promoter and Service Tax (if applicable) thereon.
- xv. Till the separate electric meter or water meter is installed/allotted by the MSEDCL/P.M.C. and/or any other Authority, the Allottee/s herein hereby agrees to bear and pay punctually the amounts and charges of the common electric supply to the Allottee/s from common meter and proportionate electricity charges and water meter charges and also the expenses for the maintenance of the common areas and facilities in portion to the area of his/her/their Residential Flat/Unit/Apartment as mentioned in the Clause 22.

14. The Allottee hereby agrees to purchase the Residential Flat / Unit /Apartment on the specific understanding that his/her/their right is to only to the use and unless specifically allotted/ given common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, in respect of the terms and conditions specified by the Association of Allottees from time to time.
15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Residential Flat / Unit /Apartment or of the said Land and Tower "D", "E" & "F" or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Residential Flat / Unit /Apartment hereby agreed to be sold to him/her/their and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said Tower "D", "E" & "F" is transferred to the Society/Limited Company and until the said Land is transferred to the Apex Body /Federation as hereinbefore mentioned.
16. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Promoter executes this Agreement it shall not mortgage or create a charge on the said Residential Flat / Unit /Apartment 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 Allottee/s who has taken or agreed to take such said Residential Flat / Unit /Apartment.
17. **BINDING EFFECT:**
Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/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 Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/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 Allottee/s for rectifying the default, which if not rectified within 7 (Seven) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

18. ENTIRE AGREEMENT:

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties hereto 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 Residential Flat / Unit /Apartment.

19. RIGHT TO AMEND

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:

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 Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Residential Flat / Unit /Apartment in case of a transfer, as the said obligations go along with the Residential Flat / Unit /Apartment for all intents and purposes.

21. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 such 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.

22. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the said Residential Flat / Unit /Apartment bears to the total carpet area of all the Residential Flat / Unit /Apartment in the Project.

23. FURTHER ASSURANCES:

Both Parties 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.

24. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. The Allottee/s has paid

the charges of Stamp Duty and Registration Fee herewith. Hence this Agreement shall be deemed to have been executed at Pune.

25. The Allottee/s and/or Promoter shall present this Agreement as well as the Deed of Conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.
26. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D or notified Email ID at their respective addresses specified below:

Name of Allottee	
Address	
Notified Email ID	
Promoter name	GOEL GANGA INDIA PRIVATE LIMITED
Address	3 rd Floor, San Mahu Complex, 5, Bund Garden Road, Pune - 411 001
Notified Email ID	director@goelganga.com

27. It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/s, as the case may be.
28. JOINT ALLOTTEES:
That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottees.

29. STAMP DUTY AND REGISTRATION:

The Charges towards stamp Duty and Registration of this Agreement shall be borne by the Allottee/s.

30. DISPUTE RESOLUTION:

Any dispute between the parties shall be settled amicably. In case failure to settle the dispute amicably and mutual discussion, the parties shall be settled through the Adjudicating Officer under the Act.

31. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune Court shall have the jurisdiction for this Agreement.

This Agreement is subject to the provisions of the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, as amended till this date and The Real Estate (Regulation and Development) Act 2016 and Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agent, Rates of Interest and Disclosures on Website) Rules 2016, respectively.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Pune in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

- A) All that piece and parcel of land being a portion of land admeasuring 30200 Sq. Mtrs. out of the larger piece of the land admeasuring 41000 Sq. Mtrs., situate, lying and being at Village Kharadi, Taluka Haveli, District Pune within the extended limits of Pune Municipal Corporation and Sub Registration, Sub District of Taluka Haveli, District Pune and the boundaries of entire land.:

On Or Towards East : By Part of Survey No. 22/1 & 17
 On Or Towards South : 30 Meter wide road
 On Or Towards West : Plot 'B'
 On Or Towards North : By Survey No.22 Hissa No.1

B) DESCRIPTION OF A PORTION OF LAND BEARING PLOT NO. "B1" CONSISTING OF TOWER "D", TOWER "E" & TOWER "F"

All that piece and parcel of Plot No. B1 situated and carved out of at Survey No. 22, Hissa No. 2 admeasuring an area of 11604.56 Sq. mtrs. situate in the Village Kharadi, Registration District and Sub-District of Taluka Haveli, District Pune and within the limits of the Pune Municipal Corporation and bounded as under:-

East : Part of Survey No. 22/1.
 West : Plot B
 North : Part of Survey No. 22/1.
 South : D P Road 30 Mtr

THE SECOND SCHEDULE
Description of Common Areas and Facilities.

Sr. No.	Amenities List As Per Rera	Yes /No	Details
1	Internal Roads & Footpaths	Yes	Proposed In Phases And In Proportion To All Bldgs
2	Water Supply	Yes	Proposed In Phases And In Proportion To All Bldgs
3	Sewerage (Chamber, Lines, Septic Tank , Stp)	Yes	Proposed In Phases And In Proportion To All Bldgs
4	Storm Water Drains	Yes	Proposed In Phases And In Proportion To All Bldgs

5	Landscaping & Tree Planting	Yes	Proposed In Phases And In Proportion To All Bldgs
6	Street Lighting	Yes	Proposed In Phases And In Proportion To All Bldgs
7	Electrical Meter Room, Sub-Station, Receiving Station	Yes	Meters In Phases And In Proportion To All Bldgs
8	Aggregate Area Of Recreational Open Space	Yes	Proposed In Phases And In Proportion To All Bldgs
9	Open Parking	Yes	Proposed In Phases And In Proportion To All Bldgs
10	Community Buildings	Yes	Proposed In Phases And In Proportion To All Bldgs
11	Treatment And Disposal Of Sewage And Sullage Water	Yes	Proposed In Phases And In Proportion To All Bldgs
12	Solid Waste Management And Disposal	Yes	Proposed In Phases And In Proportion To All Bldgs
13	Water Conservation, Rain Water Harvesting	Yes	Proposed In Phases And In Proportion To All Bldgs
14	Energy Management	Yes	Proposed In Phases And In Proportion To All Bldgs
15	Fire Protection And Fire Safety Requirements	Yes	Proposed In Phases And In Proportion To All Bldgs
	Project Amenities		
16	Entrance Gate With Security Cabin For 24x7 Security	Yes	Proposed In Phases And In Proportion To All Bldgs

17	Provision Of Reticulated Piped Gas Through Mngl / Gas Bank	Yes	Proposed In Phases And In Proportion To All Bldgs
18	Underground Water Tanks	Yes	Proposed In Phases And In Proportion To All Bldgs
19	Entrance Lobby & Waiting Lounge At Ground Level	Yes	Proposed In Phases And In Proportion To All Bldgs
20	Passenger & Fire Lifts As Per Municipal & Fire Norms	Yes	Proposed In Phases And In Proportion To All Bldgs
21	Main Staircase & Fire Staircase	Yes	Proposed In Phases And In Proportion To All Bldgs
22	Services Room	Yes	Proposed In Phases And In Proportion To All Bldgs
23	Letter Box	Yes	Proposed In Phases And In Proportion To All Bldgs
24	Index Directory	Yes	Proposed In Phases And In Proportion To All Bldgs
25	Space For Centralized Building Management System	Yes	Proposed In Phases And In Proportion To All Bldgs
26	Society Office Space Of Tower "E"	Yes	Proposed In Phases And In Proportion To All Bldgs
27	Garbage Room	Yes	Proposed In Phases And In Proportion To All Bldgs
28	Clubhouse With Multi-Purpose	Yes	Proposed In Phases And In Proportion To All Bldgs

29	Clubhouse Gents Toilet	Yes	Proposed In Phases And In Proportion To All Bldgs
30	Clubhouse Ladies Toilet	Yes	Proposed In Phases And In Proportion To All Bldgs
31	Multipurpose Lawn For Events & Outdoor Sports	Yes	Proposed In Phases And In Proportion To All Bldgs
32	Professionally Managed Services Of Common Areas, Facilities And All Amenities By Third Party	Yes	Paid Through Society Maintenance Charges
33	Entrance Lobby At Podium Level	Yes	Proposed In Phases And In Proportion To All Bldgs

THE THIRD SCHEDULE

(Common Expenses & Outgoings)

1. Towards maintenance and repairs of common areas and facilities, Wages of Watchmen, Sweepers etc.
2. Premia and other costs for affection Insurance of common facilities/installations.
3. Revenue Assessment.
4. All other taxes, levies, charges and cesses.
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 i.e. whole project known as "GANGA ALTUS"

THE FOURTH SCHEDULE

(Details of Payments)

SR. NO.	PARTICULARS OF INSTALLMENT	AMOUNT (RS.)	PERCENTAGE OF TOTAL CONSIDERATION
1	As Advance Money		5%
2	On execution of Agreement		5%
3	Commencement of Excavation		10%
4	Foundation for Plinth Commencement		10%
5	Commencement of Lower Ground Floor		10%
6	Commencement of Parking Floor - 1		7%
7	Commencement of Parking Floor - 3		7%
8	Commencement of 2 nd Residential Floor		7%
9	Commencement of External Plumbing & Terraces of the Building		7%
10	Commencement of 6 th Residential Floor		7%
11	Commencement of Tiles and Flooring of the Building		7%
12	Commencement of 8 th Residential Floor		7%
13	Commencement of 16 th Residential Floor		7%
14	After Completion of 24 th Floor or at the time of handing over possession of the said Apartment to the Allottee/s on or after receipt of Occupation/Completion Certificate thereof		4%
Total			100%

Signed & Delivered By The Withinnamed "Promoter" GOEL GANGA INDIA PRIVATE LIMITED, BY THE HAND OF ONE OF ITS DIRECTORS, SHRI. JAIPRAKASH SITARAM GOEL/ SHRI. ATUL JAIPRAKASH GOEL/ SHRI. AMIT JAIPRAKASH GOEL		
Photo	Signature	Thumb

Signed & Delivered By The Withinnamed "The Confirming Party" (1) Baban Kashinath Zombade (2) Jaheda Sayyad Habib (3) Sachin Dipak Bhalshankar, Nitin Dipak Bhalshankar Vhiki Dipak Bhalshankar, Minor through Guardian Nanda Dipak Bhalshankar (4) Ismail Mehatab Shaikh (5) Ruksana Ahemad Shaikh (6) Sugriv Eknath Gadekar (7) Rajiya Shaikh Fakir Mohammad, Salim Shaikh Fakir Mohammad (8) Jamirkhan Nazirkhan Pathan & Raziya Jamirkhan Pathan (9) Dastagir Amin Mujawar (10) Jamin Bashirkhan Pathan Bashirkhan Nasirkhan Pathan (11) Khalid Hasan Mehamood Yasin Ansari (12) Naim Ahemad Ansari (13) Salim Mohammad Qureshi (14) Mehrun Rashid Jamadar (15) Rashid Bhaisab Shaikh (16) Vijay Dhondiba Paithankar (17) Pawar Rajendra Dada (18) Indrajit prasad Ramlal Maurya (19) Saida Abdul Rauf Gajekhan (20) Daulatbi Gulab Baig (21) Hamid MaInuddin Shaikh (22) Dattraya Tukaram Raut (23) MukHtar Abdula GafUr Khan (24) kasturabai shivaji pawar,sunil shivaji pawar, Anil shivaji Pawar,shyam shivaji pawar, all Heirs of Shivaji Babaji Pawar (25) ashok bhimrao pawar (26) Santosh Laxman Jadhav (27) Ramdas Nanabhau Kokare & Sunanda Ramdas Kokare (28) Kantabai Tukaram more (29) Baburao Vithoba Aatkare (30) Nasir Nurkha Pathan (31) Sattar Abbas Shaikh (32) Shamshuddin Ahemad Shaikh & Hafija Shamshuddin Shaikh

(33) Madina Ahemad Shaikh Madina Ahemad Shaikh (34) Shaikh Shajahan Ahemad Badshaha (35) noorjahan abdul sattar (36) Lata Baban Dhaybar (37) Akil Ahmed Shaikh (38) Hanslal Sukhlal Maurya (39) Anjan Buchchyaa Jalnil (40) Aasha Shivpujan Tripathi (41) Harun Lalmiya Maniyar (42) Kutub Fakruddin Shaikh Salima Kutub Shaikh (43) Nannubhai Sajjanbhai Pathan (44) Farukh Tamij Khan (45) Dayanand Basuraj Maidargi (46) Suman Bhauraoji Hedau, Kishor Bhauraoji Hedau & Raju Bhauraoji Hedau (47) Parvatibai Sonaba Landge (48) Shankardatta Jagaruprasad Mishra (49) Kanifnath Keshav Wadgaonkar (50) Baghanna Siddhanna Burle (51) Rajendra Bhagwat Patil (52) Dnyanu Daulu Lokhande (53) Tukaram Mahadev Gate, Sangita Dinkar Jagtap (54) Sunil babasaheb bhosale & Sanjay babasaheb Bhosale (55) Munavar Rabuddin Ansari (56) Santosh Sonyabapu Khamkar (57) Kundalik Sidram Shinde (58) Shri. Shukracharya Vishwanath Nawale , (59) Popat Rambhau Gate (60) Shrihari Ramchandra Pakhare (61) Shivshankar Chandrashekhar Maidargi (62) Mehamood Alimam Ansari (63) Basantlal Sukuram Maurya (64) Shabbir Nabi Shaikh & Mehammad Yasin Gulsher Shaikh (65) Nafis Ahemad Shakil Ahemad Ansari (66) Bharat Shripati Khatal (67) Bharati Raghunath Surwase, Santosh Raghunath Surwase & Sachin Raghunath Surwase (68) Dipak Bibhishan Khatal & Digvijay Bibhishan Khatal (69) Bharat Hirjibhai Patel (70) Sahebrao Gundiba Jadhav (71) Sarjerao Shivappa Waghmare (72) Iqubal Shaikh Nawaj Shaikh

All 1 to 72 by the hands of duly Constituted Attorney SHRI.
JAIPRAKASH SITARAM GOEL AND / OR SHRI ATUL JAIPRAKASH
GOEL

Photo	Signature	Thumb

SIGNED & DELIVERED BY THE WITHIN NAMED "ALLOTTEE"		
Photo	Signature	Thumb

In the presence of

1] Signature :-
 Name :- _____
 Address :- _____

2] Signature :-
 Name :- _____
 Address :- _____
