

AGREEMENT

This **Agreement** 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, Shri. Atul Jaiprakash Goel** duly authorized in that behalf and here in after referred to as "**The Promoter** " (which expression shall unless it be repugnant to the context or meaning there of 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 Gadekar (7) Rajiya Shaikh Fakir Mohammad, Salim Shaikh Fakir Mohammad (8) Jamirkhan Nazirkhan Pathan & Raziya Jamir khan Pathan (9) Dastagir Amin Mujawar (10) Jamin Bashir khan Pathan Bashir khan Nasir khan 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) Indrajitprasad 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 Buchchyya 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 Party”** (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, having its Registered office at Third Floor, San Mahu Complex, 05, Bund Garden Road, Pune 411 001.

AND WHEREAS the Promoter is the owner of the portion of land, totally admeasuring **30200 Sq. Mtrs.** out of the larger piece of 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 Promoters by various Sale Deeds executed by its respective owners.

AND WHEREAS the Confirming Parties are the owner 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 Promoters herein, in respect of their respective portions of land, the Promoters have acquired the rights of development of the said portion of land totally admeasuring **11431.54 Sq. Mtrs.,** out of the larger piece of land admeasuring 41000 Sq. Mtrs.,

AND WHEREAS the Promoter is the owner and holding development rights of the total 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 the owner 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 **Building "A"** on the **Plot No. "A"** admeasuring **11431.54 Sq. Mtrs.** more particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "the said Land".

AND WHEREAS, the facts and circumstances pertaining to vesting of title to the said portion admeasuring **11431.54 Sq. Mtrs.** out 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 Additional Title Report of Adv. Umesh Vaste dated. 27/06/2019, and Title Certificate dated. 03/08/2023 issued by Adv. Umesh Vaste, a copy whereof is annexed hereto as **Annexure "A"**.

AND WHEREAS vide an Order dated 27/12/2011 bearing No. PMH/NA/SR/731/11 made under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966, the Collector, Pune has permitted conversion of user of the said Landis affecting for 45 Mtrs. D. P. Road.

AND WHEREAS the Promoters have applied for and obtained sanction from the Pune Municipal Corporation, Pune vide its Commencement Certificates dated 10/05/2011 bearing No.CC/0466/11, dated 21/09/2011 bearing No. CC/2171/11, dated 07/05/2012 bearing No. CC/0374/12, dated 22/10/2018 bearing No. CC/2200/18, dated 30/04/2021

bearing no. CC/0206/21 and Revised Plan vide Commencement Certificate bearing no. CC/1541/21 dated 06/09/2021, for the building plans and specifications in respect of the construction of a Housing/ Commercial Complex to be known as **"GANGA ARCADIA"** consisting of buildings containing Residential Flat/s or Commercial Shop/s on the said land.

AND WHEREAS as per the said sanctioned layout the said portion admeasuring **11431.54 Sq. Mtrs.** out of the said total land admeasuring 41000 Sq. Mtrs. bearing Survey No. 22 Hissa No. 2 situated at **Village Kharadi** Taluka Haveli, District 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 after reducing Amenity Area and balance portion of land area is admeasuring about 9714.74 Sq. Mtrs. out of the land an admeasuring 11431.54 Sq. Mtrs. of Plot 'A' developing by the Promoter out of the total land admeasuring 41000 Sq. Mtrs. of Survey No. 22 Hissa No.2 Village Kharadi Taluka Haveli District Pune is hereinafter referred to as "the Said Land" and more particularly described in the First Schedule hereunder written.

AND WHEREAS under the said building Plans sanctioned by the Municipal Corporation of Pune vide its Commencement Certificates bearing No. CC/2200/2018, dtd. 22/10/2018, CC/0206/2021 dtd. 30/04/2021, CC/1541/21 dated 06/09/2021 and the following Buildings/ Floors containing Residential Flats have been sanctioned by the Municipal Corporation of Pune, by consuming the FAR (FSI) arising from the said Land:

BLDG. NO.	TOTAL NO. OF FLOORS	AGGREGATE NO. OF PROPOSED FLATS/SHOPS/UNITS	
		RESIDENTIAL	COMMERCIAL
A	Basement + Ground Floor+1st Parking +15 Floors	120	16
B	Basement + Ground Floor+ 08 Floors (Completed)	96	24
C	Basement + Ground Floor+ 04 Floors	48	28

AND WHEREAS the said buildings **A, B and C** and the Areas, Facilities and Infrastructure common to all buildings and the said Land more particularly described in the **First Schedule** hereunder written is hereinafter referred to as "the said Whole Project Land", while the said **Building "A"** is having Basement + Ground Floor +1 St Parking +15 Residential floors containing the Commercial Shops/Units and 15 Upper residential Floors containing Residential Flats, is hereinafter referred to as "**the Said Project**".

AND WHEREAS the Allottee/s is/are offered the Flat bearing No. _____ on the _____ **Floor**, (hereinafter referred to as "Flat") in the said project named as "**GANGA ARCADIA "A" BUILDING**" (hereinafter referred to as "the Said Project") being constructed or to be constructed by the Promoter on the said portion of the said Land.

AND WHEREAS the Promoter is entitled and enjoined upon to construct building of Residential Flat/s or Commercial Shop/s, on the project land in accordance with the recitals hereinabove.

AND WHEREAS the Promoter who is the owner/developer and is in absolute possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land the containing 120 Residential Flat/s on the 15 upper floors and 16 Commercial Shop/s at the Ground Floor, which have been sanctioned by the Municipal Corporation of Pune.

AND WHEREAS the Allottee/s is/are offered Residential Flat bearing No. _____ on the _____ **Floor**, (Herein after referred to as the said "Residential Flat"), which is more particularly described in the **Schedule - 'A'** hereunder written in the "**GANGA ARCADIA "A" BUILDING**" (herein after referred to as the said "Building") being constructed or to be constructed in the **Two Phases** of the said project, by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with **M/s. Space Designers Syndicate Architects, Pune** who are registered with 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 Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai Pune District bearing **RERA**

Registration No. _____ authenticated copy is attached in **Annexure 'F'**.

AND WHEREAS the Promoter has appointed a Structural Engineer, **M/S. G. A. Bhilare Consultant Pvt. Ltd.**, for the preparation of the structural design and drawings of the said Building and the Promoter accepts the professional supervision of the said Architect and the said Structural Engineer till the completion of the said Project.

AND WHEREAS by virtue of the exclusive legal title over the said project land, the Promoter has sole and exclusive right to sell the Residential Flat/s or Commercial Shop/s in the said "**GANGA ARCADIA "A" BUILDING**" to be constructed by the Promoter on the project land and to enter Agreement/s with the Allottee/s of the Residential Flats /Commercial Shops 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 plan/s, design/s and specification/s prepared by the Promoter's Architects **M/s. Space Designers Syndicate Architects, Pune** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under.

AND WHEREAS the authenticated copy/s of Certificate of Title issued by the advocate of the Promoter, authenticated copy/s of Property Card or Extracts of Village Kharadi, Pune in Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Residential Flat/s or Commercial Shop/s are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS the authenticated copy of the plan of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure 'C-1'**.

AND WHEREAS the authenticated copies of the plan/s of the Layout as proposed by the Promoter and according to which the construction of the building/s and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure 'C-2'**.

AND WHEREAS the authenticated copies of the plan/s and specification/s of the Residential Flat/s agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure 'D'**.

AND WHEREAS the Promoter has got some of the approvals from the concerned Local Authority(s) to the plan/s, the specification/s, elevation/s, section/s and of the said building/s and shall obtain the balance approvals from various Authorities from time to time, to obtain Building/s Completion Certificate or Occupancy Certificate of the said **"GANGA ARCADIA "A" BUILDING"**.

AND WHEREAS while sanctioning the said plan/s concerned Local Authority 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 building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned Local Authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plan/s.

AND WHEREAS the Allottee/s has/have applied to the Promoter for allotment of **Residential Flat No. _____ on _____ Floor in "GANGA ARCADIA "A" BUILDING"** constructed or to be constructed in _____ **Phase** of the said Project,

AND WHEREAS the **carpet area** of the said **Residential Flat** is _____ **Sq. Mtrs.** and "carpet area" means the net usable floor area of the Residential Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant, if provided to the said the Residential flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said the Residential Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Residential Flat.

AND WHEREAS, the Parties hereto are relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and

stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at **RERA Registration No. _____**.

AND WHEREAS, under Section 13 of the said Act the Promoter is required to execute a written Agreement of said the Residential Flat/s or Commercial Shop/s with the Allottee/s, being in fact these presents and to register said Agreement under the Registration Act, 1908 at the cost, charge, and expense of the purchaser alone.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Promoter shall construct the "**GANGA ARCADIA "A" BUILDING**" consisting of Basement + Ground Floor +1st parking + 15 Residential having **16 Commercial Shops and 15 Upper Floors having 120 Residential Flats** and, on the project land in accordance with the plan/s, designs and specifications as approved by the concerned Local Authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variation/s or modification/s which may adversely affect the Residential Flat of the Allottee/s except any alteration/s or addition/s required by any Government Authorities or due to change in law.

1. a)The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ having carpet area of _____ sq. mtrs, type _____and exclusive terrace **0.00** sq.

mtrs and balconies area admeasuring _____ sq. mtrs, sit out area **0.00** sq. mtrs on _____in the building _____**BUILDING /WING**(hereinafter referred to as "the Apartment") as shown in the floor plan annexed herewith, for the total consideration of **Rs.**_____-/- () including the proportionate price of the common areas and facilities appurtenant to the premises, the nature extent and description of the common areas and facilities which are more particularly described in the Third Schedule annexed herewith The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Parking situated at Basement and/or stilt and/or podium being constructed in the layout. The total aggregate consideration amount for the apartment including covered parking spaces is thus **Rs.**_____-/- (**Rupees:**_____).

1(b) The total aggregate consideration amount for the apartment including garages/coveredparking spaces is thus Rs._____-/-

1(C) The Allottee has paid on or before execution of this agreement a sum of **Rs.**_____-/- (_____) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs._____-/- (**Rupees:**_____) in the manner mentioned in Annexure _____hereunder.

Notes:

1. Provided that any deduction of an amount made by the Purchaser on account of Tax Deduction at Source, if any ("**TDS**") as may be required under prevailing law while making any payment to the Promoter under this Agreement, shall be acknowledged/credited by Promoter only upon Purchaser submitting the original tax. Deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site. Provided further that, if any such certificate is not produced, the Purchaser shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall be refunded by the Promoter to the Purchaser, upon the Purchaser producing such certificate. It is hereby agreed that until receipt of the certificate as aforesaid, the Promoter shall not be liable to handover possession of the Premises to the Purchaser. Time for payment of the aforesaid instalments and other amounts payable under this

Agreement shall be of the essence of this Agreement and the Purchaser shall, without prejudice to its other rights available in law and under this Agreement, be liable to pay interest at the rate prescribed under RERA on all delayed payments.

2.The Purchaser/s hereby confirm/s that the consideration, other charges and all payments under this agreement payable to the promoter are nett of all other payments including Goods and Services Tax (GST) or any other Tax and all other payments, including all kinds of statutory payments and liabilities (whether payable as per present Law/ s and/ or as per future Law/ including any judicial view, review, interpretation and for reason/ s whatsoever) for allotment of the said Flat/ Premises to the Purchaser/ s herein shall be to the account of the Purchaser/ s alone and same shall be paid and/ or settled by the Purchaser/ s over and above the consideration herein immediately on without making the promoter herein liable/responsible for the same in any manner whatsoever. In case of any delayed payment towards GST and/or any other taxes by the Purchaser/ s, the Purchaser/ s shall be liable to pay any penalty that may be levied by such Authority along with interest as per State Bank of India highest marginal cost of Lending rates plus 2% per annum or such interest as may be stipulated by RERA rules on the delayed payment to the promoter or at such rate as may be applicable under relevant law from time to time and the promoter shall have a first lien on the said premises till the amounts, taxes, charges are paid along with interest to the promoter.

1(d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that

effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

1(e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said "**GANGA ARCADIA "A" BUILDING**" is complete and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in **Clause 1(a)** of this Agreement.

1(f) The Allottee/s authorize/s the Promoter to adjust/appropriate all payments made by him/her/their under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s 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 payments in any manner.

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 concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Residential Flat to the Allottee/s, obtain from the concerned Local Authority occupancy and/or completion certificates in respect of the Residential Flat/s.

2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the said Residential Flat to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or

both. Similarly, the Allottee/s shall make timely payments of the installments and other dues payable by him/her/their and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that on the said total land adm. **11431.54** sq. mtrs, the Floor Space Index available as on date in respect of the project land is **21626** Sq. mtrs. Promoter intends to utilize FSI of **40000** 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 **61626** Sq. mtrs. to be utilized by him on the said land admeasuring total area **11431.54** Sq. mtrs. 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 project and handing over the Residential Flat/s to the Allottee/s, the Promoter agree/s to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agree/s to pay to

the Promoter, interest as specified in the Rule, on all the delayed payment 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 (including his/her/their proportionate share of taxes levied by concerned Local Authority and other outgoings) and on the Allottee/s committing three defaults of 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 Allottee/s, by Registered Post A.D. at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his 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 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 be payable to Promoter) within a period of thirty days of the termination, the installments' of sale consideration of the Residential Flat which may till then have been paid by the Allottee/s to the Promoter.

- 5.** The fixtures and fittings about the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Residential Flat/s as are set out in **Annexure 'E'**, annexed hereto.

- 6.** The Promoter shall give possession of the said Residential Flat to the Allottee/s on or before _____(subject to grace period of six (6) months and force majeure and other events as mentioned herein). If the Promoter fails or neglects to give

possession of the said Residential Flat to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Residential Flat with interest at the same rate as may mentioned in the **Clause 4.1** herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Residential Flat on the aforesaid date, if the completion of building in which the said Residential Flat/s 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/Court.

7.1 Procedure for taking possession –

Procedure for taking possession –

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3(three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee/s shall take possession of the said Residential Flat within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said the Residential Flat are ready for use and occupancy:

7.3 Failure of Allottee/s to take Possession of the Residential Flat

Upon receiving a written intimation from the Promoter as per **Clause 7.1**, the Allottee/s shall take possession of the said Residential Flat 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 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 & property charges as applicable.

7.4 If within a period of five years from the date of handing over the said Residential Flat/s to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Residential Flat or the building in which the Residential Flat is/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/PURCHASER/S shall not carry out any alterations in the UNIT specifically those altering the structure of the said UNIT or building, which shall include but not limited to columns, beams etc. or in the fitting therein, in particular it is hereby agreed that the ALLOTTEE/S shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration any part of the UNIT or PROJECT, which may result in seepage of the water. If any of such works are carried out without the written consent of the PROMOTER the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the PROMOTER, and shall not mean defect/s caused by normal wear and tear or by negligent use of UNIT by the Occupants of whatsoever nature and any wall cracks /plaster cracks / paint color fade / tile color fade etc.

8. The Allottee/s shall use the Residential Flat or any part thereof or permit the same to be used only for purpose of Residential use for carrying on any business. He/She/They shall use the parking space only for purpose of keeping or parking vehicle/s.

9. The Allottee/s along with other Allottee/s of the Residential Flat/s or Commercial Shop/s in the building shall join in forming and registering the Society or

Association or a Limited Company 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 registration of the Society or Association or Limited Company and for becoming a member, including the byelaws 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/s, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any, changes, or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies or any other Competent Authority.

9.1 Society formation shall be done by the promoters within period of 3 months after majority i.e. Fifty-one (51%) of allottees having booked their flats or apartments in the project.

9.2 The Promoter shall, within 3 (three) months of the full Completion / Occupation Certificate in respect of the entire project land and subject to receipt of the entire consideration and all other amounts due and/or payable by the purchasers of the premises in the Project, transfer to the Association / Organization the structures of the buildings with Project land by executing/causing to be executed the necessary deed of conveyance / lease deed in favour of the Association / Organization ("Transfer Document") which shall be in keeping with the terms and provisions of this Agreement.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Residential Flat is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Residential Flat) of outgoings in respect of the project land and building/s 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 project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or

wings is transferred to it, the Allottee/s 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 yearly contribution of **Rs. _____/-** towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the **"GANGA ARCADIA "A" BUILDING"** is executed in favour of the society or a limited company as aforesaid.. The allottee/purchaser has also authorized the Promoter to appoint an agency/company to manage the maintenance of the project land and Building/s and make payments to them on monthly basis from the interest free deposit paid to the Promoter. The allottee/purchaser also gives an irrevocable authority to the Promoter to discuss, negotiate and make payments from their deposit to the appointed person/agency/company by the Promoter for payment of all expenditures for maintenance/repair/improvement of the common areas and facilities thereof. The present monthly contribution shall be Rs._____-/- + GST(or any such taxes applicable) from the date of possession or upon the expiry of 15 days from the date of intimation of Possession, towards the outgoings as mentioned above. The amounts so paid by the Allottee/Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the said structure of the project land and building/s or wings is executed in favour of the society as aforesaid. On such conveyance being executed the balance deposits (after deducting the monthly contribution paid by the Promoter on behalf of the Allottee/Purchaser for which the services has been provided by the agency/company towards the project land and Building/s) shall be handed over by the Promoter to the Society., as the case may be. The Allottee/Purchaser shall pay additional deposit for further period as and when demanded by the Promoter within a period of 7 days from the date of such demand.

10. At the time of registration of conveyance of the structure of the building, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said building. At the time of registration of conveyance of the project land, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of

transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

11. 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 with respect to the project land; as declared in the title report annexed to this Agreement and has there requisite rights to carry out development upon the project land and has actual, physical, and legal possession of the project 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 project land or the Project except those disclosed in the title report.

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report.

v. All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, project land and said building is 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 Project, project land and said building shall be obtained by following due process of law and the Promoter has been and shall, always remain to be following all applicable laws in relation to the Project, project land, building 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 and/or development agreement or any other agreement / arrangement with any person or party with respect

to the project land, including the Project and the said the Residential Flat/s 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 the Residential Flat to the Allottee in the manner contemplated in this Agreement.

ix. At the time of execution of the Conveyance Deed of the structure to the Association or to the Society of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area of the structure to the Association or to the Society of the Allottee/s.

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 project land and/or the Project except those disclosed in the title report.

12. The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hands the said Residential Flat may come, hereby covenants with the Promoter as follows: -

- i. To maintain the said Residential Flat at the Allottee's own cost in good and tenantable repair/s and condition from the date that of possession of the said Residential Flat is taken and shall not do or suffer to be done anything in or to the building in which the said Residential Flat is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the said Residential Flat is situated and the said Residential Flat itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the said Residential Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Residential Flat 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 building in which the said Residential Flat is situated, including entrances of the building in which the said Residential Flat is situated and in case any damage is caused to the building in which the said Residential Flat is situated or the said Residential Flat 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 own cost all internal repairs to the said the Residential Flats and maintain the said Residential Flat 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 building in which the said Residential Flat is situated or the said Residential Flat 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/s, 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 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 or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the said Residential Flat/s is situated and shall keep the portion, sewers, drains and pipes in the said Residential Flat 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 building in which the said Residential Flat is situated 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 Residential Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said Residential Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said the Residential Flat in the compound or any portion of the project land and the building in which the said Residential Flat is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity, or any other service connection to the building in which the Residential Flat is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance, and such other levies, if any, which are imposed by the concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the said Residential Flat by the Allottee/s for 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 until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- 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 building and the Residential Flat therein and for the observance and performance of the Building Rules, Regulations and Byelaws 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 occupancy and

use of the Residential Flat in the "**GANGA ARCADIA "A" BUILDING**" 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 conveyance of the structure of the **land** in which the Residential Flat is situated 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 and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the project land on which the building in which the Residential Flat is situated 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 project land or any part thereof to view and examine the state and condition thereof.
- 13.** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 14.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law, of the said the Residential Flat or of the said land and building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Residential Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Residential Flat 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/have taken or agreed to take such the said Residential Flat.

16. 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 15 (fifteen) 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.

17. ENTIRE AGREEMENT

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 the Residential Flat as the case may be.

18. RIGHT TO AMEND

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

**19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SOR
SUBSEQUENT ALLOTTEE/S**

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 in case of a transfer, as the said obligations go along with the Residential Flat for all intents and purposes.

20. SEVERABILITY

If any provision/s 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.

**21. METHOD OF CALCULATION OF PROPORTIONATE SHARE
WHEREVER REFERRED TO IN THE AGREEMENT**

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

22. 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.

23. 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 and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **Pune.**

- 24.** The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 25.** That all notices to be served on the Allottee 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 and notified Email ID at their respective addresses specified below:

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

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address after 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.

26. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee/s whose name/s 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 Allottee/s.

27. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.

28. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

29. 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 civil courts will have the jurisdiction for this Agreement.

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

FIRST SCHEDULE

(Description Of Said Land)

A) All that piece and parcel of land being a portion of land admeasuring held by the Promoter herein 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 Adj. H No.22/2 Part

On or Towards South : By D P Road 45 Mtr.

On or Towards West : By Survey No.22 Hissa No.1

On or Towards North : By Part of Survey No. 22/1& 17

B) Description of a portion of land bearing Plot No. "A" consisting of buildings A, B and C: -

All that piece and parcel of a portion of land being a contiguous block **adm. 11431.54 sq. mtrs.** formed out of the above said land bearing Survey No. 22 Hissa No.2 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.:

On or Towards The East : By Survey No. 17

On or Towards The South : By Survey No. 22/2 (P).

On or Towards The West : By 45 Mtrs. D. P. Road

On or Towards The North : By 30 Meter Wide Road.

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		Proposed in phases and

		YES	in proportion to all Bldgs
7	Electrical Meter Room, Sub-Station, Receiving Station	YES	Proposed 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, Rainwater 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

THIRD SCHEDULE

(Common Expenses & Outgoings)

1. Towards repair maintenance and replacement of equipment's of common areas as mentioned above in the Second Schedule.
2. Wages of Watchmen/ Security, Housekeeping/ Sweepers etc. and charges of plumbers, carpenters, electricians, meson etc.
3. Premium and other costs for effective Insurance of common facilities/installations.

4. Revenue Assessment.
5. All other taxes, levies, charges, and cesses as per Govt. Notification time to time.
6. Electricity and water charges/water tanker charges and deposits in respect of common electrical and water pumps, generator and other installations and maintenance.
7. Expenses of and incidental to the management and maintenance of the said **"GANGA ARCADIA "A" BUILDING"** known as **"GANGA ARCADIA"**

FOURTH SCHEDULE

(Details of Payments)

SR. NO.	PARTICULARS OF INSTALLMENT	AMOUNT (RS.)	PERCENTAGE OF TOTAL CONSIDERATION
1	As Advance Money		
2	On execution of Agreement		
3	Commencement of Excavation		
4	Foundation for Plinth Commencement		
5	On Commencement of 1 st Slab		
6	On Commencement of 3 rd Slab		
7	On Commencement of 5 th Slab		
8	On Commencement of 8 th Slab		
9	On Commencement of Tiles and Flooring of the Building		
10	On Commencement of 12 th Slab		
11	On Commencement of 15 th Slab		
12	On Commencement of External Plumbing & Terraces of the Building		
13	At the time of handing over Possession or Occupation Certificate whichever is earlier		
Total			100%

SIGNED & DELIVERED by the within named **"The Consenting 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 Nazir khan Pathan & Raziya Jamirkhan Pathan (9) Dastagir Amin Mujawar (10) Jamin Bashir khan Pathan Bashir khan Nasir khan 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) Indrajitprasad 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) Shamsheuddin Ahemad Shaikh & HafiJa Shamsheuddin 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) DnyanuDauluLokhande (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	L.H.T.I.

SIGNED & DELIVERED by the within named**"Allottee"**

Photo	Signature	L.H.T.I.

Witness No.1

Signature

Name: - _____

Address :- _____

Witness No.2

Signature

Name: - _____

Address :- _____
