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LOCATION & VALUATION	: Pathardi, Taluka and District Nashik.	
Zone No.	: 19. 3	
Value per Square Meters	: Rupees 30,7900/-	
Carpet area of Flat	: Square meters	situated on th floor
Usable Balcony area of Flat	: Square meters	
Lift Facility to the Building	: Yes	
Market value	: Rupees/-	
Purchase Price	: Rupees/-	
Stamp Duty Paid Rupees (6%)	: Rupees/-	
Registration Fees (1%)	: Rupees/-	

AGREEMENT TO SELL

This Agreement made and executed at Nashik on thisth day of the month **October** in the year **2019**...

BETWEEN

Galaxy Buildcon partnership firm

PAN - AANFG 7246 F
Address - ASA 1/6, Ashwin Nagar, Pathardi Phata, Cidco, Nashik 422009
through it's partners and authorized signatory -

1) Mr. Hitesh Samadhan Godse

Age - 28 Years, Occupation - Business,

2) Mr. Kunal Tukaram Jaras

Age - 26 Years, Occupation - Business,
Both r/o - ASA 1/6, Ashwin Nagar, Pathardi Phata, Cidco, Nashik 422009

Party for the sake of brevity shall be hereinafter referred to as "**THE PROMOTERS/VENDORS**" OF THE FIRST PART which expression shall unless it be repugnant to the context or meaning thereof mean and include its Partners, Executors, Administrators and Official assigns, Agents, Legal Representatives, Successors-in-title etc.);

AND

1) Mr.

PAN -
Age - Years, Occupation - Service,

2) Mrs.

PAN -
Age - ... Years, Occupation - Service,
Both residing at -

Party for the sake of brevity shall be hereinafter referred to as "**THE PURCHASER/S**" OF THE SECOND PART which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their respective legal heirs, Administrators, Legal Representatives, and permitted assigns etc.);

WHEREAS the present Promoters/Vendors are the owners, well seized and possessed of or otherwise and sufficiently entitled to all that piece and parcel of non-

agricultural land bearing plot no.31+32 admeasuring 594.50 square meters from and out of revenue survey no.298/2/B/plot/31/32, situated at Pathardi, Taluka and District Nashik and also situated within the limit of Nashik Municipal Corporation more particularly described in the **schedule I** written hereunder and hereinafter referred to as **“the project land”**;

AND WHEREAS the Promoters/Vendors have purchased the said project land from its previous owner Mr. Prashant Kashinath Kapade vide sale deed dated 20/08/2016, which is duly registered at the office of Sub-Registrar Nashik 1 at serial no.6784 dated 22/08/2016 absolutely, forever and free from all encumbrances. Hence it's recorded at the record of rights vide mutation entry no.24489;

Thus, the Promoters/Vendors have accrued a title of absolute ownership to the said project land and they are well seized and possessed of the same and they are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the said project land is free from all or any encumbrances. All outgoing thereof are duly discharged. The said project land is neither acquired nor required by any Government Authority and no notices thereof have been received. The said project land is not subjected to injunction or prohibitory order of any court or attachment / order against any claims or dues of any third party or Government Agencies. The said project land is within the disposing powers of the Promoters/Vendors;

AND WHEREAS the Promoters/Vendors herein have purchased the TDR area admeasuring 68.18 square meters from Mr. Uttam Yashwant Datir and others. The sale deed of TDR registered at the office of Sub-Registrar Nashik at serial no.4107 dated 29/05/2018 and TDR admeasuring 40.90 square meters from Mr. Uttam Yashwant Datir and others. The sale deed of TDR registered at the office of Sub-Registrar Nashik at serial no.8780 dated 16/11/2018 is being used for the said project land;

AND WHEREAS the Nashik Municipal Corporation having sanctioned and approved the building plans and designs as per Commencement Certificate bearing No. LND / BP / PATHRDI / DCR / 0227 / 2019 dated 17/08/2019. The Promoters/Vendors have proposed to construct on the project land **1 (one) Building having four upper floor**;

AND WHEREAS the Purchasers are offered an Apartment bearing number on the floor, (herein after referred to as the said **“Flat/Apartment”**) in Building called **“Sakaar Residency Apartment”** (herein after referred to as the said **“Building”**) being constructed on the said project land, more particularly described in the **schedule II** written hereunder by the Promoters/Vendors;

AND WHEREAS the Promoters/Vendors have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai on **21/06/2019** under registration no.**P51600021319**;

AND WHEREAS the Promoters/Vendors have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters/Vendors accept the professional supervision of the structural Engineer till the completion of the building;

AND WHEREAS on demand from the Purchasers, the Promoters/Vendors have given inspection to the Purchasers of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoters/Vendors Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as **“the said Act”**) and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters/Vendors, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters/Vendors to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto;

AND WHEREAS the authenticated copies of the building plans and specifications of the Apartment agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed hereto;

AND WHEREAS the tenure of the said project land is changed to non-agricultural use under the order of the Collector, Nashik vide Order no.RBD / LNA / SR / 424 / 1982 Nashik dated 11/10/1983. The final layout is approved by the Assistant Director Town Planning Nashik Municipal Corporation Nashik by its letter no. Land / Final / 71 / 1548 dated 12/06/1991;

AND WHEREAS, under section 13 of the said Act the Promoters/Vendors are required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908 and section 3 of the Maharashtra Flat Ownership Act, 1963;

AND WHEREAS, the Parties 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;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters/Vendors hereby agrees to sell and the Purchaser hereby agrees to purchase the said Flat/Apartment and the covered parking (if applicable).

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

1. Project Information - The Promoters/Vendors shall construct the said building consisting of parking on ground floor and **four upper floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoters/Vendors shall have to obtain prior consent in writing of the Purchasers in respect of variations or modifications which may adversely affect the Premises of the Purchasers except any alteration or addition or modification in the sanctioned plans, layout plans and specifications of the building or common areas of the said building which are required to be made by Promoters/Vendors in compliance of any direction or order, etc. issued by competent authority or statutory authority, under any law of the state or central Government, for the time being in force. Promoters / Vendors may also make minor additions and alterations as may be required by the purchasers.

2. Consideration -

(a) Relying on the Purchasers representations and the assurances and subject to the terms and conditions mentioned in this agreement, the Promoters/Vendors herein have agreed to sell and the Purchasers herein agreed to purchase said Flat/Apartment which is more particularly shown in **schedule II** written hereunder, at or for mutually concluded and agreed lump sum consideration of **Rupees/- (Rupees only)**

and this amount is including the price for the carpet area of the said flat and proportionate share in the common areas and amenities but excluding all the expenses and charges separately mentioned herein below. The Promoters/Vendors have agreed to provide the amenities in the said flat which are more particularly described in the **Schedule 'B'** written hereto. The purchaser agrees not to question or challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

2(b) Payment - The Purchasers have paid on or before execution of this agreement a sum of **Rupees/- (Rupees only)** being part payment of the sale consideration of the Apartment agreed to be sold by the Vendors/Promoter to the Purchaser as advance payment in the following manner -

Amount (Rs)	Particulars
...../-	Rupees Only, which amount the Purchaser having paid to the Vendors/Promoter vides cheque no..... dated/...../2019 drawn on Bank, Nashik branch, the Vendors/Promoter doth hereby admits and acknowledges to have received the same;
...../-	Rupees Only, which amount the Purchaser having paid to the Vendors/Promoter vides cheque no..... dated/...../2019 drawn on Bank, Nashik branch, the Vendors/Promoter doth hereby admits and acknowledges to have received the same;
...../-	Total Rupees Only

And the Purchasers have agreed to pay to the Vendors/Promoter the balance of the sale consideration **Rupees/- (Rupees only)** in the following manner -

% of work	Stage of Construction
10%	on or before execution of agreement
10%	on Completion of Plinth
10%	on completion of 1 st Slab
10%	on completion of 2 nd Slab
10%	on completion of 3 rd Slab
10%	on completion of 4 th Slab
10%	on completion of 5 th Slab
10%	on commencement of Brickwork
10%	on commencement of Flooring
5%	on commencement of Painting
5%	on or Before Possession
100%	

The Flat Purchaser/s shall make all the payments to the Promoter by Demand Draft or by local cheques. If the Flat Purchaser/s makes payment by outstation cheques then the date of payment shall be the one when the same is credited to the account of the Promoter and to the extent the such amount is credited after deducting the commission of the Bank. The payment of the last installment shall be made by D.D or by local cheques & the possession of the said flat shall only be handed over after the amount is realized and credited by the drawee bank.

It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said stages/ installments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said flat is also arrived on the assurance of the Purchaser to abide by the above payment schedule only and it will not be altered by the Purchaser. The Purchaser shall liable & bound to pay all the amount of installments within 15 days from the date of receipt of the demand Letter of installment by the Promoter. The Purchaser shall make all the payments to the Promoter by Demand Draft only or by local cheques. If the Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Purchaser or Housing Finance Companies/Banks, etc.

It is hereby agreed that the time for payment as specified above is the **essence of this agreement** and on failure of the Purchaser to pay the same on due dates, it shall be deemed that the Purchaser has committed breach of this agreement and the Promoter shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement.

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due date, the Purchaser shall be bound and liable to pay interest @ 12% per annum with quarterly rests on all amounts which become due and payable by the Purchaser to the Promoter till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall be construed as condonation by Promoter on such delay. The amount of interest shall be calculated after completion of the said flat and the Purchaser has agreed to pay the same before possession of the said flat.

2(c) The total Price of the agreed consideration is excludes -

- All costs & expenses, stamps, registration engrossing of this agreement as well as sale deed, whether executed individually for the said flat and/or common with other purchasers of the building on the said property.
- Cost of Electricity Meter and Water Meter & connection with deposit thereof.
- Share of outgoings taxes etc. if any, as per the **Schedule 'C'**.
- Cost of shares, fees and charges and deposits of formation and registration of society, association or limited company.
- The tax paid or payable by the Promoters/Vendors by way of Value Added Tax, Service Tax and/or GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters/Vendors) up to the date of handing over the possession of the said Flat/Apartment.
- Any other special expenses taxes, charges which may arise hereafter for the said transaction or for any facility required to be provided.

2(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 Promoters/Vendors undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters/Vendors shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

2(e) The carpet area of the said Apartment is square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the apartment. The details of method and basis of calculations of the carpet area have been understood by the purchaser/s and the purchaser has expressed his full satisfaction about it and agrees for the same. The area mentioned herein of the said flat is given in approximation with a variation of $\pm 3\%$. The Architect's Certificate of the area shall be final.

3.1 The Promoters/Vendors 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 Flat/Apartment to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Apartment.

Notwithstanding anything to the contrary contained herein, the Purchasers shall not be entitled to claim possession of the said Flat/Apartment the completion certificate is received from the local authority and the Purchasers has paid all dues payable under this agreement in respect of the said Flat/Apartment to the Promoters/Vendors and has paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said Flat/Apartment to the Promoters/Vendors.

Howsoever for the purpose of defect liability on towards the Promoters/Vendors, the date shall be calculated from the date of handing over possession to the Purchasers for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said Flat/Apartment/building as stated in the said agreement. That further it has been agreed by the Purchasers that any damage or change done within the premises sold or in the building done by him/ them or by any third person on and behalf of the Purchasers then the Purchasers expressly absolves the Promoters/Vendors from the same liability and specifically consents that on such act done, he/she/they shall waive his/her/their right to enforce the defect liability on and towards the Promoters/Vendors.

3.2 Time is essence for the Promoters/Vendors as well as the Purchaser. The Promoters/Vendors shall abide by the time schedule for completing the project and handing over the Flat/Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser shall make timely payments of the installment 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 Promoters/Vendors as provided in clause 2(b) herein above. (**"Payment Plan"**).

4. The Promoters/Vendors hereby declares that the Floor Space Index available as on date as per prevailing rule and regulation of Nashik Municipal Corporation in respect of the project land and Promoters/Vendors has utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters/Vendors has disclosed the Floor Space Index as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters/Vendors by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters/Vendors only.

5. **Default in Payments and Termination** - On the Purchaser committing default in payment on due dates of any one installment due and payable under this agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Purchaser committing breach of any one of the terms and conditions herein contained the Promoters/Vendors, shall be entitled at their own option to terminate this agreement.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoters/Vendors, unless and until the Promoters/Vendors shall have given to the Purchaser 30 days prior notice in writing of their intention to terminate this agreement stating the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser in remedying such breach within the time of maximum 30 days.

Provided further that upon termination of this agreement as aforesaid, the Promoters/Vendors shall simultaneously carry out the new booking of the said Flat/Apartment and refund the amount paid till that date by the Purchaser without interest and after deducting the 10% of the amount paid, towards damages, compensation only after selling/disposing of the said flat to any other person/s or party. However, the erstwhile Purchaser shall not have any other claim upon the Said Flat/Apartment itself or against the Promoters/Vendors, except that of the amount to be refunded i.e. money claim without interest.

6. The fixtures 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 Promoters/Vendors in the said building and the Flat/Apartment as are set out in **Schedule 'B'**, annexed hereto.

7. **Possession** - The Promoters/Vendors shall give possession of the Apartment to the Purchasers on or before proposed dated of completion **31st day of March 2021**. If the Promoters/Vendors fails or neglects to give possession of the Apartment to the Purchasers on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters/Vendors shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters/Vendors received the sum till the date the amounts and interest thereon is repaid.

Provided that, the Promoters/Vendors shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) Non-availability of steel, cement, other building material, water or electric supply.
- (ii) War, Civil Commotion or act of God.

- (iii) Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree/Order of any Court/ Tribunal/ Authority.
- (iv) Any Prohibitory or Injunction Order from any Court of Law.
- (v) Pendency of any litigation and any order therein.
- (vi) Delay or default in payment of any installment or dues by the Flat Purchaser.
- (vii) Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- (viii) Any other circumstances beyond the control of the Promoters/Vendors or force majeure.
- (ix) Changes in any rules, regulations, bye-laws of various statutory bodies and authorities from time to time affecting the development and the project.
- (x) Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the project/ flat/ premises/road etc. or completion certificate from any appropriate authority.
- (xi) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the Promoters/Vendors as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

7.1 Procedure for taking possession - The Promoters/Vendors, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchasers as per the agreement shall offer in writing the possession of the Flat/Apartment, to the Purchasers in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoters/Vendors shall give possession of the Flat/Apartment to the Purchasers. The Promoters/Vendors agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters/Vendors. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoters/Vendors or association of Purchasers, as the case may be. The Promoters/Vendors on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser shall take possession of the Apartment within 15 days of the written notice from the Promoters/Vendors to the Purchaser intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of Purchaser to take Possession of Flat/Apartment - Upon receiving a written intimation from the Promoters/Vendors as per clause 8.1, the Purchaser shall take possession of the Flat/Apartment from the Promoters/Vendors by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters/Vendors shall give possession of the Flat/Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of as specified in the Rules of the said Act, the Purchasers from the date of handing over the said Flat/Apartment or within 15 days from the date of intimation by the Promoters/Vendors to take the possession of the said Flat/Apartment whichever is earlier

brings to the notice of the Promoters/Vendors any structural defect in the Apartment or the building in which the 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 Promoters/Vendors at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoters/Vendors, compensation for such defect in the manner as provided under the Act.

Provided however, that the Purchasers shall not carry out any alterations of the whatsoever nature in the said Flat/Apartment and in specific the structure of the said Flat/Apartment of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchasers shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters/Vendors 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 Promoters/Vendors, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the Purchasers to maintain his/her/their Premises in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/their flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the Promoters/Vendors to the Purchasers ends before the defects liability period and such warranties are covered under the maintenance of the said Flat/Apartment /building, and if the annual maintenance contracts are not done/renewed by the Purchasers the Promoters/Vendors shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the Purchasers has been made aware and that the Purchasers expressly agrees that the regular wear and tear of the Flat/Apartment /building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchasers, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the premises /phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

8. The Purchaser shall use the Flat/Apartment or any part thereof or permit the same to be used only for purpose of **residence**. If provided the purchaser shall use the parking space only for purpose of keeping or parking vehicle.

9. The Purchaser along with other Purchaser(s) of Apartments 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 Promoters/Vendors 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 Promoters/Vendors within seven days of the same being forwarded by the Promoters/Vendors to the Purchaser, so as to enable the Promoters/Vendors to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoters/Vendors shall, within four months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Apartment Association, Society or Limited Company all the right, title and the interest of the Vendor/Original Owner/Promoters/Vendors and/or the owners in the said structure of the Building in which the said Flat/Apartment is situated and the project land on which the building is constructed.

9.2 Within 15 days after notice in writing is given by the Promoters/Vendors to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) 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 Purchaser shall pay to the Promoters/Vendors such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchasers share is so determined the Purchaser shall pay to the Promoters/Vendors provisional monthly contribution per month towards the outgoings as may be determined. The amounts so paid by the Purchaser to the Promoters/Vendors shall not carry any interest and remain with the Promoters/Vendors until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters/Vendors to the Society or the Limited Company, as the case may be.

10. At the time of registration of conveyance of the structure of the building, the Purchaser shall pay to the Promoters/Vendors, the Purchasers' share of stamp duty and registration charges payable, by the said Apartment Association or 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 Purchaser shall pay to the Promoters/Vendors, the Purchasers' 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. Discloser and warranties of the Promoters/Vendors - The Promoters/Vendors hereby represents and warrants to the Purchasers as follows:

- i. The Promoters/Vendors has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to

carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

- ii. The Promoters/Vendors 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 are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Promoters/Vendors has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
 - vi. The Promoters/Vendors has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
 - vii. The Promoters/Vendors 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 project land, including the Project and the said Flat/Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
 - viii. The Promoters/Vendors confirms that the Promoters/Vendors is not restricted in any manner whatsoever from selling the said Flat/Apartment to the Purchaser in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers, the Promoters/Vendors shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
 - x. The Promoters/Vendors 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 Promoters/Vendors in respect of the project land and/or the Project except those disclosed in the title report.
- 12.** The Purchasers or themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters/Vendors as follows :-
- i. To maintain the Flat/Apartment at the Purchasers own cost in good and tenantable repair and condition from the date that of possession of the Flat/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Apartment is situated and the

Flat/Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Flat/Apartment 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 Flat/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 building in which the Flat/Apartment is situated, including entrances of the building in which the Flat/Apartment is situated and in case any damage is caused to the building in which the Flat/Apartment is situated or the Flat/Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat/Apartment and maintain the Flat/Apartment in the same condition, state and order in which it was delivered by the Promoters/Vendors to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Apartment is situated or the Flat/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 Purchaser committing any act in contravention of the above provision, the Purchaser 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 Flat/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 Flat/Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Apartment is situated and shall keep the portion, sewers, drains and pipes in the Flat/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 building in which the Flat/Apartment 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 Flat/Apartment without the prior written permission of the Promoters/Vendors 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 Flat/Apartment 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 Flat/Apartment in the compound or any portion of the project land and the building in which the Flat/Apartment is situated.
- vii. Pay to the Promoters/Vendors within fifteen days of demand by the Promoters/Vendors, 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 Flat/Apartment 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 Flat/Apartment by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Apartment until all the

dues payable by the Purchaser to the Promoters/Vendors under this Agreement are fully paid up.

- x. The Purchaser shall observe and perform all the rules and regulations which the Apartment Association or 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 Apartments 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the Apartment Association/Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Apartment in the 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 building in which Flat/Apartment is situated is executed in favour of Apartment Association/Society/Limited Society, the Purchaser shall permit the Promoters/Vendors 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 Flat/Apartment is situated is executed in favour of Apartment Association or Apex Body or Federation, the Purchaser shall permit the Promoters/Vendors 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 Promoters/Vendors shall maintain a separate account in respect of sums received by the Promoters/Vendors from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Apartment 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 Apartments and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Flat/Apartment 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 Promoters/Vendors until the said structure of the building is transferred to the Apartment Association/Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

15. Promoters/Vendors shall not mortgage or create a charge -

(A) After the Promoters/Vendors executes this Agreement he shall not mortgage or create a charge on the said Flat/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 Purchaser who has taken or agreed to take such Flat/Apartment.

(B) The Promoters/Vendors specifically reserves the right to offer and to create charge on Project (except the Said Flat/Apartment) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to Promoters/Vendors and the Purchasers

has/have given and granted his/her/ their/its specific and unqualified consent and permission to Promoters/Vendors for doing the same. The Purchasers whenever asked in support of by Promoters/Vendors in this regard, shall give and grant to Promoters/Vendors, his/her/their/its specific, full, free and unqualified consent and permission for doing the same and strict compliance of this condition on the part of the Purchasers shall be of the essence of allotment of the Said Flat/Apartment. Failure on the part of the Purchasers to implement and comply with this essential condition will be treated as a breach of this Agreement and Promoters/Vendors shall thereupon be entitled to cancel and terminate this Agreement.

(C) The Purchasers hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by Promoters/Vendors hereafter in this regard and within 7 (seven) days of receiving Promoters/Vendors written intimation in this regard, sign, execute and give to Promoters/Vendors and in such form as may be desired by Promoters/Vendors, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for Promoters/Vendors offering and giving Said Property and/or the Said New Buildings and/or the other buildings and structures proposed to be constructed on Said Property by Promoters/Vendors or any part thereof (save and except the Said Premises), as security in the manner mentioned in sub-Clause hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of The Purchasers shall be of the essence of the contract and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchasers herein, Promoters/Vendors have entered into this Agreement.

16. Binding effect - Forwarding this Agreement to the Purchasers by the Promoters/Vendors does not create a binding obligation on the part of the Promoters/Vendors or the Purchaser until, firstly, the Purchasers sign and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters/Vendors. If the Purchaser(s) fails to execute and deliver to the Promoters/Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters/Vendors, then the Promoters/Vendors shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

17. Entire Agreement - This Agreement, along with its schedules and annexure, 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 flat/apartment as the case may be.

18. Right to Amend - This Agreement, along with its schedules, 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 Flat/Apartment. This agreement may only be amended through written consent of the Parties

19. Provisions of this agreement applicable to purchaser / subsequent purchasers

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

It is further agreed by and between the parties hereto that, the Purchasers agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Promoters/Vendors in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the Purchasers to the Promoters/Vendors for the same; save and except his/her/their right to enjoy and use the Premises purchased by him/her/them and any other rights given by the developer to the Purchasers for which consideration has been dispensed.

20. 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 Act or the Rules and Regulations made thereunder 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 Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Flat/Apartment to the total carpet area of all the Flats/Apartments 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 Promoters/Vendors through its authorized signatory at the Promoters/Vendor's office, or at some other place, which may be mutually agreed between the Promoters/Vendors and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoters/Vendors 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 Nashik.

24. The Purchaser and/or Promoters/Vendors shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters/Vendors will attend such office and admit execution thereof.

25. That all notices to be served on the Purchaser and the Promoters/Vendors as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoters/Vendors by Registered Post A.D and notified Email ID/Under

Certificate of Posting at their respective addresses specified in the title clause of this agreement. It shall be the duty of the Purchaser and the Promoters/Vendors 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 Promoters/Vendors or the Purchaser, as the case may be.

26. Joint Purchasers - That in case there are Joint Purchasers all communications shall be sent by the Promoters/Vendors to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

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

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

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 Nashik courts will have the jurisdiction for this Agreement.

The Purchaser/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Purchaser/s.

Schedule -I
Description of the said Project Land

All that piece and parcel of non-agricultural land, having **Plot No.31+32** admeasuring **594.50 square meters** (CTS no.1366 admeasuring 287.00 square meters and CTS no.1367 admeasuring 338.2 square meters) from and out of **Revenue Survey No.298/2/B/plot/31/32** situated within the limits of **village Pathardi**, Taluka and District Nashik and within the limits of Nashik Municipal Corporation; together with the right to use colony roads, open space, paths etc. and other rights of access appurtenant thereto and all rights to use the TDR, which is bounded as shown below -

On or towards	East	: plot no.33;
	West	: 9.00 meter vide colony road;
	South	: proposed 9.00 meter colony road;
	North	: open space;

Schedule II
Description of the Flat/Apartment along with boundaries in all four directions -

Upon the property mentioned in the Schedule I hereinabove, constructed building structures of residential building known in the name & style as **"Sakaar Residency Apartment"**, from and out of the said building all that constructed Premises having Flat/Apartment **No.....** having carpet area admeasuring **square meter**, usable balcony area admeasuring **square meter**, situated on the **Floor** out of the said building and the said flat is bounded as shown below -

On or towards	East	:	;
	West	:	;

North : ;
South : ;

Schedule ‘A’

Here set out the nature, extent and description of common areas and facilities.

Common areas and facilities of immediate area abutting the main entrance door after the landing on the floor, staircase, lifts, entrances lobby of the building, and all other areas which have been provided for common use by the organization of the said premises hereby agreed to be sold in proportion with other premises on the same floor.

Schedule - 'B'

(Specification and amenities for the said Flat/Apartment)

- 1. **Structure** - R.C.C. frame structure.
- 2. **Plaster** - Sand face external plaster with acrylic base waterproof paint. Neeru finish internal plaster with acrylic oil bound distemper paint.
- 3. **Flooring** - Vitrified tiles (2'x2') flooring.
- 4. **Bath Rooms** - Decorative ceramic tiles (Glazed tiles) in toilets up to full height and antiskid flooring.
- 5. **Doors** - Decorative laminated main door and others waterproof flush door.
- 6. **Windows** - Three track powder coated aluminum sliding windows with mosquito net and safety grills.
- 7. **Kitchen** - Cooking platform of black granite top with Stainless Steel Sink and dado up to full height.
- 8. **Plumbing** - Concealed plumbing with hot and cold water mixer system with shower.
- 9. **Toilet** - One toilet with Indian type and other western commode system.
- 10. **Electrical Fittings** - Concealed electrification with 3.5 points in each room with one T.V. cable in living room and inverter wiring.
- 11. **Lift** with battery backup.

Notes - Changes can be done in the above list if thought necessary by the architects & Promoters/Vendors & the decision taken by the Promoters/Vendors will be final and binding on the Purchasers. Additions in the above list if accepted by the Promoters/Vendors will be charged extra & the amount of the said additional work will have to be paid in advance. Deductions in the above list of facilities will not be allowed & even if some of the items are not required by the Purchasers, no deduction will be made in the total cost of the flat. The Promoters/Vendors reserve the rights to change / modify any of the above contents as and when required based on market availability of raw materials, finished goods, etc.

Schedule - 'C'

(Description of the common expenses)

- 1. The expenses of maintaining, repairing, redecoration, etc. of the main structure and in particular the gutter, and rain water pipes of the building, water pipes, gas pipes (if provided), if any, and electric wires in under and upon the building and enjoyed or used by the purchaser in common with other occupiers of other flats and main entrance, passages, landings and staircases of the building as enjoyed by the Purchasers or used by him in common as aforesaid.

- 2. The cost of cleaning and lighting the passages, landings, staircases and other parts of the building or enjoyed or used by the purchaser in common as afore said.
- 3. The cost of the decorating the exterior of the building.
- 4. The cost of the salaries of clerks, bill collectors, chowkidars, sweepers, etc. appointed by Promoters/Vendors, association to manage and look after the building.
- 5. The cost of maintenance of other lights and services charged.
- 6. Costs of maintenance of lifts, its machinery.
- 7. Costs of maintenance of Gardens, other areas as mentioned in clause.
- 8. Insurance of the building.
- 9. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.
- 10. N. A. Tax after completion of building.

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

Signed and delivered by the
Withinnamed "**Promoters/Vendors**"

Galaxy Buildcon partnership firm
Through it's partners and authorized signatory -

1) **Mr. Hitesh Samadhan Godse** _____

2) **Mr. Kunal Tukaram Jaras** _____

Signed and delivered by the
Withinnamed "**Purchaser/s**"

1) **Mr.** _____

2) **Mrs.** _____

In presence of:

1) Signature _____
Name

2) Signature _____
Name