

Ready Reckner Chart No. :
Builtup Area of Shop : sq. mtrs.
Shop Rate : Rs. /-
Market Value : Rs. /-
Consideration : Rs. /-
Stamp : Rs. /- [5% Stamp Duty + Cess]
Regis. Fees : Rs. /-

Agreement to Sale

Model Form of RERA

This Agreement is made at Nashik this day of in the year 2019.

B E T W E E N

M/s. A. R. Buildcon, a partnership firm

Pan No.ABOFA 3575 F

Address:Plot No.09, Amrut Varsha Colony.

Sainath Nagar, Wadala Pathardi Road, Nashik-06.

Through its partners

1. Mr. Rizwanur Rahman Zahurul Hasan Patel

Age : 51, Occupation : Business

2. Mr. Aijaz Ahmed Bashir Ahmed Shaikh

Age : 53, Occupation : Business

3. Mr. Roshan Sikander Shaikh

Age : 53, Occupation : Business

Hereinafter referred to as "The Promoter" of the One Part

A N D

Mr.

Age : , Occupation :

Pan No.

Address:

Hereinafter referred to as "The Allottee" of the Other Part.

WHEREAS Survey No.6/4/1 Admeasuring 21 R of Village Wadala. Nashik was owned by the Mrs. Jijabai Chagan Wagh. Mrs. Jijabai Chagan Wagh had purchased property as per Sale Deed dated 23/03/1987 from Mr. Aknath Kashinath Khode.

AND WHEREAS Mrs. Jijabai Chagan Wagh and her family member executed Development Agreement and General Power of Attorney in the year 2005 in favour of Mr. Ganpat Krushna Mhatre and Mr. Sandip Ganpat Mhatre and same are duly registered on 24/10/2005 with sub-registrar Nashik-2 at Serial No. 5928/2005 and 5929/2005 respectively.

AND WHEREAS Mr. Ganpat Krushna Mhatre and Mr. Sandip Ganpat Mhatre have converted the above land into residential non-agricultural purpose as per order dated 31/12/2009 of Collector, Nashik vide outward No. Mah/Kaksh-3/N.A.L.A./218/2009.

AND WHEREAS Mr. Ganpat Krushna Mhatre and Mr. Sandip Ganpat Mhatre have prepared the layout of the above property and got it approved from Nashik Municipal Corporation on 27/04/2011 vide outward No. Townplaning Dept./Final/A-2/04/11.

AND WHEREAS Mhatre Mistri Construction Pvt. Ltd. had purchased Plot No. 1 to 4 out of Survey No. 6/4/1 total Admeasuring 1547 Sq.mts. of Village Wadala, Nashik from land owners Mrs. Jijabai Chagan Wagh and others with consent of above developers as per Sale Deed dt. 10/06/2011 and the said sale deed is duly registered with Sub-registrar, Nashik-2 at Sr. No. 7140/2011 on 10/06/2011. As per the said Sale Deed the name of Mhatre Mistri Construction Pvt. Ltd. was recorded in the record of rights of the said plot property as per M. E. No. 10509 in the year 2011.

AND WHEREAS Mr. Rizwanur Rahman Zahurul Hasan Patel and Mr. Aijaz Ahmed Bashir Ahmed Shaikh have purchased Plot No. 01 admeasuring 518.50 Sq.mts. out of Survey No. 6/4/1 from Mhatre Mistri Construction Pvt. Ltd. as per Sale Deed dt. 22/08/2013 and the said sale deed is registered with Sub-registrar, Nashik-1 at Sr. No. 8925/2013 on 23/08/2013. As per the said Sale Deed the name of Mr. Rizwanur Rahman Zahurul Hasan Patel and Mr. Aijaz Ahmed Bashir Ahmed Shaikh is recorded in the record of rights of the said Plot as per M. E. No. 12815 in the year 2013.

AND WHEREAS Mr. Rizwanur Rahman Zahurul Hasan Patel, Mr. Aijaz Ahmed Bashir Ahmed Shaikh has formed the partnership in the name as M/s. A.R. Buildcon on 25/02/2019. Thereafter Mr. Roshan Sikander Shaikh has been added as a new partner of the Promoter firm as per Partnership Deed dt. 21/06/2019.

AND WHEREAS the Promoter firm has purchased the said property from Mr. Rizwanur Rahman Zahurul Hasan Patel and Mr. Aijaz Ahmed

5/2/19

Bashir Ahmed Shaikh as per Sale Deed dated 12/06/2019 and said Sale Deed is duly registered with the Sub-Registrar, Nashik -6 on same date at Sr.1948/2019. The name of the Promoter is recorded in the record of rights of the plot property as per Mutation Entry No.16693.

AND WHEREAS the said property bearing Plot No.01 shall be hereinafter referred to as the "*Said Property*" and property more particularly described in Schedule 'A' hereinafter as the "*Said Premises*" for the sake of brevity.

AND WHEREAS the Promoter is entitled to develop and dispose of all the said Property and the constructed premises from and out of the building construction carried out therein and to receive the consideration in respect thereof.

AND WHEREAS the Promoter is developing the said property, the building and its units subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 and the connected provisions thereof;

AND WHEREAS the Promoter has developing the said property in the name of and style as "Galaxy Apartment" Apartment consisting of three shops on the south side of the building and north side parking on the ground floor + fourth upper floor having eleven independent residential premises. The "Galaxy Apartment" building has four persons lift facility;

AND WHEREAS the building plan is approved and sanctioned by the Nashik Municipal Corporation for the said project on 13/05/2019 vide No.LND/BP/Wadala/DCR/0936/2019 and same is transferred in the name of Promoter by NMC on 26/07/2019 No.LND/WS/BP/A4/82/2019. The Promoter has constructed the building "Galaxy Apartment" Apartment.

AND WHEREAS Promoter has appointed Mr. Rohan Kiran Gumare as the Architect and as the R.C.C. and Structural Engineer for the project.

AND WHEREAS the Purchaser demanded from the Promoter and the Promoter has given inspection to the purchaser all the documents of the title relating to the said properties which are more particularly described in Schedule I here under written. The Purchaser having inspected all the relevant documents i.e. 7/12 and mutation entries for last 30 years, sale deeds, title certificate of the plot property and other Documents mentioned in above paragraph, NA order, layout, title and search certificate commencement certificate and approved building plan in respect to the said

properties and being satisfied about the title of the owner and the rights and authorities of the Promoter of developing the said property and disposal thereof;

AND WHEREAS by virtue of the above sale deed and partnership deed the Promoter has sole and exclusive right to sell the apartments in the said buildings/s to be constructed by the Promoter on the project land and to enter into agreement/s with the Allottee (s)/s of the apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plan, designs and specifications prepared by the Promoter's Architects and or 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 Allottee is offered an Apartment/Shop bearing No.----- on the Ground Floor, (herein after referred to as the said "Apartment/Shop") in the building called "Galaxy Apartment" (herein after referred to as the said "Building") by the Promoter.

AND WHEREAS the authenticated copies of extract of village forms VI, 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 apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure A.

AND WHEREAS the authenticated copies of the plan of the layout as approved by the concerned local authority have been annexed hereto and marked as Annexure B.

AND WHEREAS the authenticated copy of the building plan and specifications of the apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure C.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals

from various authorities from time to time, so as to obtain building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans 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 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.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment/Shop No.----- on Ground Floor in the building of the said Project.

AND WHEREAS the carpet area of the said Apartment/Shop is Area ---- sq. mtrs. and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the Parties relying of the confirmations, representations and assurance of each other to faithfully abide by all the terms, conditions and stipulation 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 has paid to the Promoter a sum of Rs.-----/- (Rupees ----- only), being part payment of the sale consideration of the apartment agreed to be sold by the Promoter to the Allottee as advance payment or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has register the project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016

with the Real Estate Regulatory Authority at Mumbai on / /2019 at
no. _____;

AND WHEREAS, under Section 13 of the said Act the Promoter is required to execute a written agreement for sale of said apartment with the Allottee, being in fact these presents and also to register said agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment /Shop.

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

1. The Promoter shall construct the said building consisting of three shops on the south side of the building and north side parking on the ground floor + fourth upper floor having eleven independent residential premises 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 Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the apartment of Allottee except any alteration or addition 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/Shop No.-- ----, carpet area of Shop admeasuring ---- sq.mtrs. situated on Ground Floor in the building (hereinafter referred to as "the Apartment/Shop") as shown in the floor plan thereof hereto annexed for the consideration of Rs.-----/- (Rupees ----- only).
- 1(b) The total aggregate consideration amount for the apartment/shop including parking spaces is thus Rs.-----/- (Rupees ----- only).
- 1(c) The Allottee has paid on or before execution of this agreement a sum of Rs.-----/- (Rupees -----only) as per following manner:
 - a. Rs.-----/- (Rupees ----- Only) by Cheque no.----- dt. ----- of ----- Bank.

b. Rs.-----/- (Rupees ----- Only) by Cheque no.-----
dt. ----- of ----- Bank.

c. Rs.-----/- (Rupees ----- Only) by Cheque no.-----
dt. ----- of ----- Bank.

Thus, the Promoter has received the a sum of Rs.-----/-
(Rupees -----only) from the Allottee as stated above.

- 1(c-ii) The Allotte shall pay balance consideration amount Rs.-----
(Rupees ----- only) at any cost to the Promoter as per
following manner:

PAYMENT SCHEDULE

PARTICULARS	PERCENTAGE
On or before execution of agreement	10 %
Within 2 weeks after the execution of Agreement	15 %
On completion of the Plinth of the building	15 %
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	5 %
On completion of the walls, internal plaster, floorings and shutter of the said shop	10 %
On completion of the external plaster and elevation of the building	5 %
On completion of the electrical fittings and paving of appurtenant land	5 %
At the time of handing over of the possession of the shop to the Allottee.	5 %

- 1(d) The total price above excludes taxes (consisting of tax paid or payable by the Promoter by way of value added Tax, Service Tax, 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 Promoter) up to the date of handing over the possession of the Apartment/Shop.
- 1(e) 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 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 be applicable on subsequent payments.

- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @12% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the 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 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee 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(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head (s) of dues against lawful outstanding if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee 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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Shop to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of

the instalment and other dues payable by him/her 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.

3. The Promoter hereby declares that the floor space index available as on date in respect of the project land is 1:1 + TDR purchased by the Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment/Shop to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee 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 committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, 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, by registered post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, 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 Allottee 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.

Time is the essence of this agreement. The Allottee shall pay the balance consideration and other payments strictly on the due date at any cost. In the event of the Allottee failing to make payment on the due date then the Promoter after due notice shall be entitled to terminate this agreement and forfeit Rs.2,00,000/- out of the amounts received hereunder as liquidated damages. The Promoter shall be entitled to deal with and dispose of the premises thereafter to third parties, and the Allottee shall have no right to object in any

manner. However, the Promoter has option to continue the said transaction but in that case the Allottee shall pay the interest for the delayed period @ 18% p.a. till the time the payment is made. The Promoter is not liable to give any intimation or notice of the instalments becoming due even oral/telephonic demand is sufficient. In addition to the Allottee/s liability to pay interest as mentioned hereinabove, the Allottee/ shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee/s any amount/s or due/s whatsoever payable by the Promoter under this Agreement.

Provided further that upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of Ninety days of the termination, the instalments of sale consideration of the apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring to be provided by the Promoter in the said building and the apartment as are set out in Annexure 'D', annexed hereto.
6. The Promoter shall complete the construction on or before _____ and shall give possession of the apartment to the Allottee on or before _____ by taking completion certificate subject to the issuance of completion certificate by the Nashik Municipal Corporation. If the Promoter fails or neglects to give possession of the apartment to the Allottee 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 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 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 apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

- i) war, civil commotion or act of God;
- ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- iii) Completion certificate is not issued by the NMC.

- 7.1 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/Shop, 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/Shop 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 shall take possession of the apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said apartments are ready for use and occupance:
- 7.3 Failure of Allottee to take Possession of Apartment/Shop Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Apartment/Shop from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the Promoter shall give possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable from the date of completion certificate.
- 7.4 If within a period of five years from the date of handing over the apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the apartment or the building in which the apartment are situated or any defects on 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 shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking their own vehicle.
9. The Allottee along with other allottee of apartments in the building shall join in forming and registering Apartment 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 Association and for becoming a member, including the bye-laws of the Apartment Association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee.

- 9.1 The Promoter shall, within three months of registration of the association or limited company, as aforesaid, cause to be transferred to the apartment association all the right, title and the interest of the Promoter in the said structure of the building in which the said apartment is situated.
- 9.2 The Promoter shall, within three months of registration of the apartment association/apex body, as aforesaid, cause to be transferred to the apartment association/apex body all the right, title and the interest of the Promoter in the project land on which the building is constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the apartment is ready for use and occupancy, the Allottee 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 Apartment Association is formed and the said structure of the building is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs.1,000/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building is executed in favour of the apartment association as aforesaid. On such conveyance being executed for the structure of the building the aforesaid deposits (less deduction provided for in this agreement) shall be paid over by the Promoter to the apartment association/apex body, as the case may be.

10. The Allottee shall contribute and pay following amount to the Apartment Association details of which under:-
 - i) Share money, application entrance fee of the Apartment Association.
 - ii) Formation and registration of the Apartment Association.
 - iii) Proportionate share of taxes and other charges/ levies in respect of the Apartment Association.
 - iv) Deposit towards provisional monthly contribution towards outgoings of Apartment Association.
 - v) Rs.-----/- for deposit towards water, Electric and other utility and services connection charges.
11. The Allottee shall pay a sum of Rs.16,000/-for meeting all legal costs, charges and expenses including professional costs of the attorney at Law/Advocates of the Promoter in connection with formation of the said Apartment Association and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
12. At the time of registration of conveyance of the structure of the building, the Allottee shall pay to the Promoter, the Allottees share of stamp duty and registration charges payable, by the said Apartment Association 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 shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apartment Association 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 Apartment Association.
13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER
The Promoter hereby represents and warrants to the Allottee 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 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 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;

- 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 Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land, building
- vi) and common areas;
- vii) 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 created herein, may prejudicially be affected.
- viii) The Promoter has not entered into any agreement for sale and /or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the project and the said Apartment/Shop which will, in any manner, affect the rights of Allottee under this agreement;
- ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this agreement;
- x) At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Allottees;
- xi) 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 till the possession handed over to the Allottee;
- xii) 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.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the apartment may come, hereby covenants with the Promoter as follows:-
- i) To maintain the apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the 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 apartment is situated and the apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii) Not to store in the 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 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 apartment is situated including entrances of the building in which the apartment is situated and in case any damage is caused to the building in which the apartment is situated or the apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii) To carry out at his own cost all internal repairs to the said apartment and maintain the apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the apartment is situated or the apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee 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 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 apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the apartment is situated and shall keep the portion, sewers, drains and pipes in the 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 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 apartment without the prior written permission of the Promoter and/or the Apartment Association. The Allottee shall not close the open terrace and balcony even through fabrication grill and further shall not change the exterior paint of the building including terrace/balcony.

- 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 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 apartment in the compound or any portion of the project land and the building in which the apartment is situated.
- vi) 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 apart is situated.
- vii) 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 apartment by the Allottee for any purposes other than for purpose for which it is sold.
- viii) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part with the possession of the apartment until all the dues payable by the Allottee to the Promoter under this agreement are fully paid up.
- ix) The Allottee shall observe and perform all the rules and regulations which the Apartment Association 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Apartment Association regarding the occupancy and use of the 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.

- x) Till a conveyance of the structure of the building in which apartment is situated is executed in favour of Apartment Association, the Allottee 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 building or any part thereof to view and examine the state and condition thereof.
 - xi) Till a conveyance of the project land on which the building in which apartment is situated is executed in favour of Apartment Association, the Allottee 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.
 - xii) Not to park any vehicle in the parking area in the building. The Allottee can park their and its customer's vehicle in front of said shop.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Apartment Association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. 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 or of the said plot and building or any part thereof. The Allottee shall have no claim save and except in respect of the apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said 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.
17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
After the Promoter executes this agreement he shall not mortgage or create a charge on the Apartment/Shop 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 who has taken or agreed to take such Apartment/Shop.
18. **BINDING EFFECT**

Forwarding this agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 and secondly, appears for registration of the same before the concerned sub-registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee 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 for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. 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 apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE SUBSEQUENT ALLOTTEES

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

22. SEVERABILITY

If any provision of this agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation 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.

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

Wherever in this agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in project, the same shall be in proportion to the carpet area of the Apartment/Shop to the total carpet area of all the Apartment/Shop in the project.

24. 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.

25. 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, in one months 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 Nashik.

26. The Allottee 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.

27. 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 or the Promoter by registered post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee

Mr.

Address:

(Allottee's Address)

Notified Email ID: _____

Promoter Name

M/s. A. R. Buildcon, a partnership firm

Address: Plot No.09, Amrut Varsha Colony,

Sainath Nagar, Wadala Pathardi Road, Nashik-06.

Through its partners

1. Mr. Rizwanur Rahman Zahurul Hasan Patel

Age : 51, Occupation : Business

2. Mr. Aejaaz Ahmed Bashir Ahmed Shaikh

Age : 53, Occupation : Business

3. Mr. Roshan Sikander Shaikh

Age : 53, Occupation : Business

(Promoter Address)

Notified Email ID: _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

That in case there are joint Allottee all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as property served on all the Allottees.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this agreement shall be borne by the Allottee.

30. 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 authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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

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.

First Schedule Above Referred to

All that Non Agricultural property situated layout bearing Plot No. 01 from and out of Survey No.6/4/1, admeasuring 518.50 Sq. Mtrs. of Village Wadala, Taluka and District Nashik situated within the limits of Nashik Municipal Corporation bounded as under:

<u>On or towards</u>	<u>By</u>
East :	Plot No.2
South :	18 Mtr. D.P.Road
West :	Rest property of Survey No.6
North :	Plot No.4

Second Schedule Above Referred to

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

1. Staircase
2. Common Passage
3. Common Parking
4. Common Terrace
5. Common area for ingress and outgress

SCHEDULE 'A'

Upon the property more particularly set out in First Schedule above construction of a building known in the name and style as "**Galaxy Apartment**" from and out of the said building constructed premises situated in the building a **Shop No. ____** admeasuring **_____ sq. mtrs. carpet** area approximate situated on the **Ground Floor**. The said premises is bounded as per approved building plan constructed on Plot No. 01 from and out of Survey No.6//4/1, admeasuring 518.50 Sq. Mtrs. of Village Wadala, Taluka and District Nashik.

All the said premises together with all common amenities, rights of access, easement etc.

SCHEDULE 'B' **FLOOR PLAN OF THE APARTMENT**

The Schedule Above Referred to

(Description of Property) All that Non Agricultural property bearing Plot No. 01 from and out of Survey No.6/4/1, admeasuring 518.50 Sq. Mtrs. of Village Wadala, Taluka and District Nashik situated within the limits of Nashik Municipal Corporation.

Copy of attached to this agreement.

Place:

Dt.

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE – A

Extract Village forms VI or VII and XII showing nature of the title of the Promoter of the project land).

ANNEXURE –B

(Authenticated copies of the plan of the Layout as approved by the concerned local authority)

ANNEXURE – C

(Authenticated copy of the building plan as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE – D

Amenities

Structure	R.C.C. Frame Structure With External Wall 6" Thick, Internal Wall 4" Thick in Red Bricks Or AAC/CLC Blocks.
Plaster	Sand Faced Double Coat Cement Plaster With Ace Paint External & Internal Neeru Plaster With Tractor Emulsion.
Electrification	Concealed Electrification With ISI Marked Modular Switches, Two Light Point, One Fan Point. One Wall Plug Point in shop
Flooring	Diamond Flooring in shop With 3" Skirting.
Shutter	Rolling Shutter

Receipt

Received of and from the Allottee above named the sum of Rs. -----/-
(Rupees ----- only) on execution of this agreement
towards Earnest Money as stated in this agreement above.

I say received.

The Promoter

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED
HEREUNTO ON THIS DAY, DATE AND YEAR FIRST MENTIONED
ABOVE.

Signed Sealed & Delivered by the within named
Promoter

M/s. A.R. Buildcon, a partnership firm
Through its partners

1. Mr. Rizwanur Rahman Zahurul Hasan _____

2. Mr. Aijaz Ahmed Bahir Ahmed Shaikh _____

3. Mr. Roshan Sikander Shaikh _____

Signed Sealed & Delivered by the within named
Purchaser/Allottee

WITNESS:

1. _____

2. _____