Govindraj Group

**Govindraj Housing**

201, Akshay Apartment, Hindustan Colony,

Wardha Road, Nagpur-440015: Phone-7030904391

Annexure 'A'

# AGREEMENT TO SELL

**(RUPEES ONLY)**

**FOR RS. ONLY**

**VALUATION AS PER ANNUAL STATEMENT OF RATES**

**(ASR) RS. ONLY**

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____Day of_____, 2022, BETWEEN:

**M/S. GOVINDRAJ HOUSING (PAN-AAXFG3414D)**, A partnership firm having its office at 201, Akshay Apartment, Hindustan Colony, Wardha Road, Nagpur, Tahsil and District–NAGPUR-440015, acting through its partners,

(1) **MR. NIRAJ S/O MADHUKAR RAHATE,** Aged about 47 Years, Occupation-Business, Resident of 301, Plot No-24 Savitriniwas, New Sneh Nagar, Wardha Road , Nagpur-440015, (Income Tax PAN–ABWPR8271K, Aadhar No.9407 9541 7962, Mob.:7030904391),

(2) **MR.NARESH S/O ANANDRAO SHIVANKAR,** Aged about 56 Years, Occupation- Business, Resident of Friends Colony, Katol Road, Nagpur-440013, (Income Tax PAN–AFFPS5720P, Aadhar No. 4677 7253 9601, Mob.:9422145876),

(3) **MR. RAAKESHH SINGH S/O DURGAPRASAD SINGH,** Aged 45 Years, Occupation–Business, Resident of P.lot No.71, Flat No. 401, Sai Agasya Apartment, New Lok Kalian Society, Manish Nagar, Nagpur-440015, (Income Tax PAN–BDGPS5477K, Aadhar No.3970 7664 1775, Mob.:9850815881),

hereinafter called the VENDOR /DEVELOPER /PARTY NO.1, which expression shall unless repugnant to the context or meaning thereof always mean and include the said VENDOR /DEVELOPER /PARTY NO.1 as well as its partners, incoming partners, legal heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART.**

**AND**

**MRS./SMT./SHRI._____, Aged_____years, Occupation-_____ resident of _____, (PAN-_____, Aadhar No._____, Mob.:_____),** hereinafter

called the **"PURCHASER/S",** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"PURCHASER/S",** as well as, her /his /their respective heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART.**

WHEREAS, the VENDOR /DEVELOPER hereinabove named is an exclusive, absolute and full owner of the property comprising all that piece and parcel of land bearing all that piece and parcel of land bearing Plot No.6 & Plot No.7 admeasuring 279.454 Sq.Mtrs. (i.e. 3008.042 Sq.Ft.) situated in layout of Natraj Co-operative Housing Society Ltd., Nagpur being part of entire Khasra No.42/4 of Mouza-GOREWADA, P.H. No.8-A, bearing City Survey No. 73, Sheet No. 45, Corporation House No.1446/C/6+7, Ward No.61, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil & District-Nagpur, and more particularly described in the First Schedule hereunder written.

The property described above is described with more particularity in the SCHEDULE OF PROPERTY appearing hereunder and shall hereinafter be referred to as 'the aforesaid property' and the VENDOR/DEVELOPER has acquired the plot in the following manner:-

(1) THAT, originally the said property i.e. Plot No.6 and Plot No.7 belonged to Shri. Suresh Jokhan Singh who purchased the said property i.e. Plot No.6 from Natraj Co-operative Housing Society Ltd., Nagpur vide registered Sale Deed dated 13-05-1993 registered at Serial No.789 registered at the office of Sub-Registrar, Nagpur and Plot No.7 from Natraj Co-operative Housing Society Ltd., Nagpur vide registered Sale Deed dated 13-05-1993 registered at Serial No.794 registered at the office of Sub-Registrar, Nagpur

(2) Thereafter Shri. Suresh Jokhan Singh sold the abovesaid property i.e. Plot No.6 vide registered Sale Deed dated 20-11-2015 registered at Serial No.3607/2015 registered at the office of Sub-Registrar-5, Nagpur and Plot No.7 vide registered Sale Deed dated 20-11-2015 registered at Serial No.3608/2015 registered at the office of Sub-Registrar-5, Nagpur, to Shri. Naresh Anandrao Shivankar.

(3) As the said property is covered under the Scheme of 1900 layout of the Nagpur Improvement Trust, Nagpur as per Maharashtra Gunthewari Development (Regulation, Upgradation and Control) Act /Ordinance, 2001, the original owner Shri. Suresh Jokhan Singh had applied to the Nagpur Improvement Trust, Nagpur for regularization and development of the said Plot No.6 and Plot No.7 under its

aforesaid scheme. Considering his request and on receipt of the necessary regularization and development charges from him, the Nagpur Improvement Trust, Nagpur lateron regularized the said Plot No.6 and Plot No.7 and accordingly a Regularization Letter to that effect is also issued by the Nagpur Improvement Trust, Nagpur vide its Regularization Letter /Permit No.BE(W)/1900(U/L)403 dated 29-06-2012 for Plot No.6 and Regularization Letter /Permit No.BE(W)/1900(U/L)404 dated 29-06-2012 for Plot No.7, layout No.1900/Gore/2398 vide Case No.20030513449 and 20030513450. The area of Plot No.6 is shown, regularized and declared as 132.315 Sq.Mtrs. and area of Plot No.7 is shown, regularized and declared as 147.139 Sq.Mtrs., as per regularization letter issued by Nagpur Improvement Trust, Nagpur in the name of Shri. Suresh Jokhan Singh. The Upper Tahsildar Non-Agricultural No.5, Nagpur vide his order Rev. Case No. 1932/NAP-34/2015-16 dated 10-02-2013 had converted the said Plot No.6 for non-agricultural purpose and vide his order Rev. Case No. 1933/NAP-34/2015-16 dated 10-02-2013 had converted the said Plot No.7 for non-agricultural purpose;

(4) The original owner of the said Plot No. 6 and Plot No.7 Shri. Suresh Jokhan Singh mutated his name in all the relevant records as owner of the above described property. After purchasing of the said plots, Shri. Naresh Anandrao Shivankar got his name mutated in all the relevant revenue records as owner of the above described plots. The present VENDOR /DEVELOPER by way of Sale Deed dated 02-05-2022 become the absolute owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records.

(5) That, Shri. Naresh Anandrao Shivankar had applied for the amalgamation of the said Plot No.6 and Plot No.7 to the Nagpur Improvement Trust and payment of the same, the Building Engineer (West), Nagpur Improvement Trust, Nagpur vide its Letter No.B.E.(W)/1562 dated 25-03-2022 amalgamated the said two plots in one plot and now after amalgamation the area of the said Plot No.6 & 7 is 279.454 Sq.Mtrs..

(6) Thereafter, the VENDOR / DEVELOPER decided to develop the said property into a Residential Estate by constructing a multi-storeyed building thereon consisting of various self contained separate Residential apartments therein and thus and hence prepared a building plan of the said scheme and submitted the same to the Nagpur Improvement Trust, Nagpur. Thereafter, Building Engineer (W), Nagpur Improvement Trust, Nagpur, vide its **Building Permit No. B.E.(WEST)/Case No.559658855/ Tracking No. 2022032967/746 dated 21-07-2022** sanctioned and approved the said building plan for construction of

residential building on the said plot of land and accordingly the VENDOR /DEVELOPER has started construction of the said multi-storied building on the said plot of land.

(7) That, in order to give each Residential Apartment owner/s in the said estate a clear title over his /her /their respective Residential with heritable and transferable rights therein, the Vendor / Developer has submitted the said plot along with building **"SAI GALAXY"** constructed on said property to the provisions of Apartment Ownership Act, 1970 by executing and registering a Deed of Declaration on_____registered at Serial No._____registered in the office of Sub-registrar-_, Nagpur.

AND WHEREAS, the VENDOR /DEVELOPER does hereby state and declare that there are no impediments attached to the said plot of land. There are no or any Tenants or illegal encroachment on the said property and the VENDOR /DEVELOPER has clear possession of the said plot of land. The said property is leasehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority;

AND WHEREAS, the VENDOR /DEVELOPER is in exclusive possession of the said property and the VENDOR /DEVELOPER is entitled and enjoined upon to construct building on the said project plot of land in accordance with the recitals hereinabove;

AND WHEREAS, the VENDOR /DEVELOPER i.e. Promoter has proposed to construct on the project land 1 (One) Building, having Ground Floor for use of common parking and First Floor to Fifth Floor consisting of total 10 (Ten) self contained separate Residential Apartments.

AND WHEREAS, the VENDOR /DEVELOPER has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS, the VENDOR /DEVELOPER has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the VENDOR /DEVELOPER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building;

AND WHEREAS, on demand from the PURCHASER/S, the VENDOR /DEVELOPER has given all the documents of title relating to the project land and the plans, designs and specifications prepared by the VENDOR /DEVELOPER's Architects Shri._____and 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. The PURCHASER/S has /have, prior to the execution hereof perused the Title Documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the VENDOR /DEVELOPER and satisfied herself/ himself/ themselves about the title of the VENDOR /DEVELOPER to the said Property and/or right of the VENDOR /DEVELOPER to sell the same on ownership basis. The PURCHASER/S hereby confirms that the VENDOR /DEVELOPER has produced for inspection to the PURCHASER/S, all information and documents and has made full and true disclosure as demanded by the PURCHASER/S and the PURCHASER/S is /are satisfied with the same and has no further or other information nor disclosure to be required from the VENDOR /DEVELOPER;

AND WHEREAS, the authenticated copies of Certificate of Title issued by the **Advocate _____ dated _____** of the VENDOR /DEVELOPER, authenticated copies of Property card showing the nature of the title of the VENDOR /DEVELOPER to the Project plot of and on which the Residential Apartments are to be constructed have been annexed hereto and marked as **Annexure-A and B**, respectively;

AND WHEREAS, the authenticated copies of the building plans of the said project as sanctioned and approved by the local authority have been annexed hereto and marked as **Annexure-C-1** and copies of Specifications of the Residential Apartments agreed to be purchased by the PURCHASER/S have been annexed and marked as **Annexure-D**;

AND WHEREAS, at present the VENDOR /DEVELOPER has got the approvals from the concerned local authority(s) of building plans for Ground Floor for Parking and 5 (five) Upper Floors and is entitled as per law and as per provisions of Development Control Rules of Nagpur City to obtain the approvals for Residential Apartments from First Floor to Fifth Floor from the Competent Authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said proposed plan is marked as **Annexure-C-2**;

AND WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the VENDOR /DEVELOPER 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 VENDOR /DEVELOPER has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS, the PURCHASER/S has /have approached to the Vendor /Developer for purchase of **Apartment No._____** on the **_____Floor** being constructed in the said Project styled as known as **"SAI GALAXY"**;

AND WHEREAS, the carpet area of the said Residential Apartment is _____ square meters; and "Carpet Area" means the net usable floor area of Residential Apartments (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Residential Apartments for exclusive use of the PURCHASER/S or verandah area and open terrace area appurtenant to the said Residential Apartments for use of the PURCHASER/S), but includes the area covered by the internal partition walls of the Residential Apartments;

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;

AND WHEREAS, prior to the execution of these presents the PURCHASER/S has /have paid to the VENDOR /DEVELOPER a sum of **Rs._____(Rupees _____only**, being part payment of the sale consideration of the Residential Apartment agreed to be sold by the VENDOR /DEVELOPER to the PURCHASER/S as advance payment or Application Fee (the payment and receipt whereof the VENDOR /DEVELOPER hereby admit and acknowledge) and the PURCHASER/S has /have agreed to pay to the VENDOR /DEVELOPER the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, the VENDOR /DEVELOPER got registered the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 and has obtained registration vide **Certificate No._____.**

AND WHEREAS, under section 13 of the said Act the VENDOR /DEVELOPER is required to execute a written Agreement to sell of said Residential Apartment with the PURCHASER/S, 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 VENDOR /DEVELOPER hereby agrees to sell and the PURCHASER/S hereby agrees to purchase the said Residential Apartment.

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

**1.** THAT, the aforesaid Project consists a Multi-storeyed Building consisting of Ground Floor and 5 (five) Upper Floors. The Ground Floor shall be utilized for Parking. The Upper Floors shall consisting 10 Residential Apartments to be constructed by the VENDOR /DEVELOPER in accordance with the plans, designs and specifications as approved by the competent local authority from time to time.

i) The PURCHASER/S hereby agrees to purchase from the VENDOR /DEVELOPER and the VENDOR /DEVELOPER hereby agrees to sell to the PURCHASER/S **Apartment No. ___** having **carpet area admeasuring_____Sq. Mtrs. on_____Floor** in the Building known and styled as **"SAI GALAXY"** (hereinafter referred to as "the Residential Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexures C-1 and C-2** for the total sale consideration of **Rs._____/- (Rupees_____Only)** which includes :

i) Rs._____/- towards cost of Residential Apartment

ii) Rs._____/- being the proportionate price of the common area, facilities and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common area and facilities which are more particularly described in the **Second Schedule** annexed herewith.

ii) Thus the total aggregate consideration amount for the said **Residential Apartment** is **Rs._____/-**.

**iii)** The PURCHASER/S has /have paid on or before execution of this Agreement a sum of **Rs._____/- (Rupees_____Only)** as advance payment or Application Fee and hereby agrees to pay to the VENDOR / DEVELOPER the balance amount of **Rs_____/- ( Rupees _____Only)** in the following manner:-

| **STAGE OF PAYMENT** | **%** | **Amount** |
|---|---|---|
| | **Calculation** | |
| AT THE TIME OF AGREEMENT TO SELL | 10% | |

| | | |
|---|---|---|
| Within_____days from the date of Execution this Agreement | 20% | |
| ON COMPLETION OF PLINTH | 15% | |
| ON COMPLETION OF GROUND FLOOR SLAB | 5% | |
| ON COMPLETION OF SLAB OF FLOOR 1 | 5% | |
| ON COMPLETION OF SLAB OF FLOOR 2 | 5% | |
| ON COMPLETION OF SLAB OF FLOOR 3 | 5% | |
| ON COMPLETION OF SLAB OF FLOOR 4 | 5% | |
| ON COMPLETION OF BRICK WORK, INTERNAL PLASTER, FLOORING, DOOR AND WINDOW FRAME FIXING OF THE SAID RESIDENTIAL APARTMENTS | 5% | |
| ON COMPLETION OF SANITARY FITTINGS, STAIR CASES, LIFT WELLS, LOBBIES, UPTO THE FLOOR LEVEL OF THE SAID APARTMENTS. | 5% | |
| ON COMPLETION OF EXTERNAL PLUMBING AND EXTERNAL PLASTER, ELEVATION, TERRACE WITH WATER PROOFING OF THE SAID RESIDENTIAL APARTMENTS | 5% | |
| ON COMPLETION OF LIFTS, WATER PUMPS, ELECTRICAL FITTINGS, ELECTRO, MACHANICAL AND ENVIOREMENT REQUIREMENTS, ENTERENCE LOBBY, OF THE SAID RESIDENTIAL APARTMENTS. | 10% | |
| ON HAND OVER OR SALE DEED WHICHEVER IS EARLIER | 5% | |
| **Total** | **100%** | |

iv) The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the VENDOR /DEVELOPER by way of Goods and Service Tax and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Developer / Promoter / Confirming Party) up to the date of handing over the possession of the said Residential Apartments. The PURCHASER/S specifically agrees to pay to the VENDOR /DEVELOPER all such Taxes & Insurance Premium as and when demanded and shall always keep the VENDOR /DEVELOPER indemnified against the same. It shall be obligatory on the part of PURCHASER/S to pay the amount of GST etc. simultaneously with the payment of each instalment.

v) The PURCHASER/S does hereby state and declares that it shall be the sole liability and responsibility of the PURCHASER/S to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the

PURCHASER/S from the Sale Consideration payable to the VENDOR /DEVELOPER and to credit the same in the appropriate account of Income Tax Department.

vi) 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 VENDOR /DEVELOPER undertakes and agrees that while raising a demand on the PURCHASER/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the VENDOR /DEVELOPER shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the PURCHASER/S, which shall only be applicable on subsequent payments.

vii) That, the VENDOR /DEVELOPER shall be exclusive in-charge of the construction without any let or hindrance or interference by the PURCHASER/S or any other contractor and under no circumstances during the subsistence of this contract, the PURCHASER/S shall enter into any building contract in respect of Residential Apartments with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the PURCHASER/S shall be void and shall not be binding upon the Developer / Promoter / Confirming Party.

viii) THAT during the period of building construction the PURCHASER/S with Two days advance intimation to the VENDOR /DEVELOPER, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

ix) THAT, the VENDOR /DEVELOPER shall confirm the final Carpet Area that has been agreed to be sold to the PURCHASER/S after the construction of the said proposed Multi-storeyed Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the PURCHASER/S that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the PURCHASER/S that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the PURCHASER/S that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the PURCHASER/S for such variations. The total price payable for the carpet area shall be re-calculated upon confirmation by the VENDOR /DEVELOPER.

If there is any reduction in the carpet area beyond the defined limit, then the VENDOR /DEVELOPER shall refund the excess money paid by the PURCHASER/S within 45 (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 PURCHASER/S. If there is any increase in the carpet area allotted to PURCHASER/S, the VENDOR /DEVELOPER shall demand additional amount from the PURCHASER/S as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

x) The PURCHASER/S do hereby authorizes the VENDOR /DEVELOPER to adjust/appropriate all payments made by him/her/their under any head(s) of dues against lawful outstanding, if any, in him/her/their name as the VENDOR /DEVELOPER may in its sole discretion deem fit and the PURCHASER/S undertakes not to object/demand/direct the VENDOR /DEVELOPER to adjust her/his payments in any manner.

**2.** THAT, the VENDOR /DEVELOPER 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 Residential Apartments to the PURCHASER/S, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Residential Apartments.

**2.1** THAT, Time is essence for the VENDOR /DEVELOPER as well as the PURCHASER/S. The VENDOR /DEVELOPER shall abide by the time schedule for completing the project and handing over the Residential Apartments to the PURCHASER/S and the common areas to the association of the PURCHASER/Ss after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the PURCHASER/S 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 VENDOR /DEVELOPER as provided in clause 1 (c) herein above. **("Payment Plan")**.

**3.** The VENDOR /DEVELOPER hereby declares that the Floor Space Index available as on date_____ **Sq. Mtrs**. only and the VENDOR /DEVELOPER obtained Sanction of Floor Space Index of_____ **Sq. Mtrs** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes 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 and PURCHASER/S has /have agreed to purchase the said Residential Apartments based on the proposed construction and sale of Residential Apartments to be carried out by the VENDOR /DEVELOPER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to VENDOR /DEVELOPER only.

If the VENDOR /DEVELOPER fails to abide by the time schedule for completing the project and handing over the Residential Apartments to the PURCHASER/S, the VENDOR /DEVELOPER agrees to pay to the PURCHASER/S, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASER/S, for every month of delay, till the handing over of the possession. The PURCHASER/S agrees to pay to the VENDOR /DEVELOPER, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the PURCHASER/S to the VENDOR /DEVELOPER under the terms of this Agreement from the date the said amount is payable by the PURCHASER/S(s) to the VENDOR /DEVELOPER.

Without prejudice to the right of VENDOR /DEVELOPER to charge interest in terms of sub clause 4.1 above, on the PURCHASER/S committing default in payment on due date of any amount due and payable by the PURCHASER/S to the VENDOR /DEVELOPER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER/S committing three defaults of payment of instalments, the VENDOR /DEVELOPER shall at his own option, may terminate this Agreement. Provided that, VENDOR /DEVELOPER shall give notice of fifteen days in writing to the PURCHASER/S, by Registered Post AD at the address provided by the PURCHASER/S and mail at the e-mail address provided by the PURCHASER/S, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER/S fails to rectify the breach or breaches and/or to make payment of defaulted instalments alongwith interest payable thereon, as mentioned by the VENDOR /DEVELOPER within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the VENDOR /DEVELOPER shall refund to the PURCHASER/S, subject to deduction of the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted instalments from the due date till the date of

Cancellation, towards liquidated damages, within a period of thirty days of the termination, the instalments of sale consideration of the Residential Apartments which may till then have been paid by the PURCHASER/S to the VENDOR /DEVELOPER.

**5.** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the VENDOR /DEVELOPER in the said Building and Residential Apartments as are set out in ***Annexure 'D', annexed hereto***.

**6.** The VENDOR /DEVELOPER shall give possession of the Residential Apartments to the PURCHASER/S on or before_____subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the VENDOR /DEVELOPER any other reasonable cause and the PURCHASER/S agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the VENDOR /DEVELOPER. If the VENDOR /DEVELOPER fails or neglects to give possession of the Residential Apartments to the PURCHASER/S on account of reasons beyond his control and of his agents by the aforesaid date, then the VENDOR /DEVELOPER shall be liable on demand to refund to the PURCHASER/S the amounts already received by it in respect of the Residential Apartments with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the VENDOR /DEVELOPER received the sum till the date the amounts and interest thereon is repaid.

Provided further that the VENDOR /DEVELOPER shall not deliver the actual physical possession of the said Residential Apartments to the PURCHASER/S until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and G.S.T., etc. are paid by the PURCHASER/S in full to the VENDOR /DEVELOPER hereto.

Provided further that the VENDOR /DEVELOPER shall be entitled to reasonable extension of time for giving delivery of Residential Apartments on the aforesaid date, if the completion of building in which the Residential Apartments 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) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

That the VENDOR /DEVELOPER declares that the final allotment of the Open/Covered Car Parking to be given to the PURCHASER/Ss in the proposed **"SAI GALAXY"** to be constructed by the VENDOR /DEVELOPER would be done by drawl of lots/chits i.e. lottery system. All Open/Covered Car Parkings shall be given a unique number and all such numbers shall then be written on separate chits and respective PURCHASER/Ss shall lift one chit from amongst them. Number of Car Parking found written on it shall be of the respective Residential Apartments to be granted to that PURCHASER/S after completion of scheme. Said number shall not change by any of the parties to this agreement. This draw will be supervised by Vendor/ Developer. After drawl of such lots, each Residential Apartments PURCHASER/S shall be given letter containing the number of his/her/their Residential Apartments and also indicating its geographical situation/description.

7) **Procedure for taking possession** – The VENDOR /DEVELOPER upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the PURCHASER/S as per the agreement shall offer in writing the possession of the Residential Apartments to the PURCHASER/S in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the VENDOR /DEVELOPER shall give possession of the said Residential Apartments to the PURCHASER/S. The VENDOR /DEVELOPER agrees and undertakes to indemnify the PURCHASER/S in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the VENDOR/DEVELOPER. The PURCHASER/S agree(s) to pay the maintenance charges asdetermined by the VENDOR /DEVELOPER or Association of PURCHASER/Ss, as the case may be.

The PURCHASER/S shall take possession of the Residential Apartments within 15 days of the written notice from the VENDOR /DEVELOPER to the PURCHASER/S intimating that the said Residential Apartments is ready for use and occupancy.

THAT the PURCHASER/S hereby agrees not to occupy the said Residential Apartments without prior written permission of the VENDOR /DEVELOPER else PURCHASER/S shall be treated as a trespasser.

THAT the VENDOR /DEVELOPER does hereby agree with the PURCHASER/S that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of G.S.T. and all other Taxes and Cesses that may be

levied and payable at the time of Registration from PURCHASER/S, the VENDOR /DEVELOPER will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Residential Apartments hereby agreed to be sold in favour of the PURCHASER/S or the nominee(s) appointed by the PURCHASER/S and get the same duly registered at the costs of PURCHASER/S in accordance with the law in force provided the PURCHASER/S shall have also paid the entire agreed cost of construction of the Residential Apartments chosen by the PURCHASER/S to the VENDOR /DEVELOPER.

THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the PURCHASER/S jointly with the other Co-owners thereof. However the Residential Apartments chosen by PURCHASER/S in the proposed multi-storeyed building shall be owned and possessed by the PURCHASER/S exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

**Failure of PURCHASER/S to take Possession of Residential Apartments:** Upon receiving a written intimation from the VENDOR /DEVELOPER as per clause (7.1) the PURCHASER/S shall take possession of the Residential Apartments from the VENDOR /DEVELOPER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the VENDOR /DEVELOPER shall give possession of the Residential Apartments to the PURCHASER/S. In case the PURCHASER/S fails to take possession within the time provided in clause 7.1 such PURCHASER/S shall continue to be liable to pay maintenance charges as applicable, to the VENDOR /DEVELOPER or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the PURCHASER/S.

THAT the PURCHASER/S shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Residential Apartments and not cause any damage to the structural portions. In the like manner the PURCHASER/S shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the PURCHASER/S, then in such event, PURCHASER/S will be solely responsible for any consequences which may arise. The PURCHASER/S shall not be entitled to put pots (Kundi) /Plants etc. in the open passage / lobby.

If within a period of five years from the date of handing over the Residential Apartments to the PURCHASER/S, the PURCHASER/S brings to the notice of the

VENDOR /DEVELOPER any structural defect in the Residential Apartments or the building in which the Residential Apartments are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the VENDOR /DEVELOPER at his own cost and in case it is not possible to rectify such defects, then the PURCHASER/S shall be entitled to receive from the VENDOR /DEVELOPER, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Residential Apartments, the PURCHASER/S shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the VENDOR /DEVELOPER shall always cooperate and assist the PURCHASER/S in this regard. It is specifically brought to the notice of the PURCHASER/S that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change or modification to the Specification are affected at the request of the PURCHASER/S, then the defect Liability will not be applicable to such modified Specification items. Similarly if the PURCHASER/S has /have made modifications, changes or repairs and alterations to the Residential Apartments resulting in damages of any nature, then under such circumstances the VENDOR /DEVELOPER shall not be liable for make good of the defect.

8) The PURCHASER/S shall use the Residential Apartments or any part thereofor permit the same to be used only for purpose of "Residential" for carrying on any Residential use. He shall use parking space only for purpose of keeping or parking vehicle.

THAT it is understood by the PURCHASER/S that the VENDOR /DEVELOPER shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the PURCHASER/S will neither object/disturb it, nor obstruct it's visibility in any way. The VENDOR/DEVELOPER shall not pay, nor shall the PURCHASER/S demand any rent etc. for any signs displayed by the VENDOR /DEVELOPER.

9) That the VENDOR /DEVELOPER has already submitted the aforesaid property to the provisions of The Maharashtra Apartment Ownership Act, 1970 and Deed of Declaration u/s 2 of the said Act. Thus the said title of Residential Apartments will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws

appended thereto shall always remain binding upon the PURCHASER/S and her/his/their successors in title.

THAT the PURCHASER/S agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Residential Apartments Owners interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made there under.

THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multi-storeyed Building shall be of common use of all the Residential Apartments Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the PURCHASER/S severally or jointly with any other Residential Apartments Owner or Owners.

The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association and for becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee 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, as the case may be, or any other Competent Authority.

THAT The Promoter shall, **within three months of registration** of the Society or Association, as aforesaid, cause to be transferred to the society all the right, title and the interest of the Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

The Promoter shall, within three months of registration of the Society ,as aforesaid, cause to be transferred to the Society all the right, title and the interest of the Promoter and/or the owners in the project land on which the building is constructed.

Within 15 days after notice in writing is given by the VENDOR /DEVELOPER to the PURCHASER/S that the Residential Apartments is ready for use and occupancy, the PURCHASER/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Residential Apartments) of outgoings in respect of the project land and Building/s namely local taxes viz. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, 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, watchmen, 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/S shall pay to the VENDOR /DEVELOPER such proportionate share of outgoings as may be determined. The PURCHASER/S further agrees that till the PURCHASER/S's share is so determined the PURCHASER/S shall pay to the VENDOR /DEVELOPER provisional monthly contribution of as determined by the Promoter per month towards the outgoings. The amount so paid by the PURCHASER/S to the VENDOR /DEVELOPER shall not carry any interest and remain with the VENDOR /DEVELOPER until handing over the management of the said Building to the Association of Apartment Owners.

**10.** THAT, the PURCHASER/S shall separately deposit with the VENDOR /DEVELOPER a sum of Rs._____(_____Only) towards his /her /their share of maintenance fund. The VENDOR /DEVELOPER shall hand over the deposits collected from the individual PURCHASER/Ss to the elected body of the association of Apartment Owners.

**11.** The Allottee shall pay to the VENDOR /DEVELOPER a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with formation of the said body and for preparing its rules, regulationsand bye-laws and the cost of preparing and engrossing the conveyance or assignment oflease.

**12.** At the time of registration of the body the Allottee shall pay to the VENDOR/ DEVELOPER, the Allottees' share of stamp duty and registration charges payable by the said body in respect of the structure of the said Building /wing of the building.

**13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR /DEVELOPER**:

The VENDOR /DEVELOPER hereby represents and warrants to the PURCHASER/S as follows:

i. The VENDOR /DEVELOPER 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 VENDOR /DEVELOPER 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/wing 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/wing shall be obtained by following due process of law and the VENDOR /DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The VENDOR /DEVELOPER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the PURCHASER/S created herein, may prejudicially be affected;

vii. The Vendor and/or VENDOR /DEVELOPER has not entered into any agreement to sell 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 Residential Apartments which will, in any manner, affect the rights of PURCHASER/S under this Agreement;

viii. The VENDOR /DEVELOPER confirms that the VENDOR /DEVELOPER is not restricted in any manner whatsoever from selling the said Residential Apartments to the PURCHASER/S in the manner contemplated in this Agreement;

ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.

x. At the time of execution of the Sale Deed of the Residential Apartments in favour of the PURCHASER/S, the VENDOR /DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

xi. The VENDOR /DEVELOPER 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 date of completion of the said project.

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 Vendor and/or the VENDOR /DEVELOPER in respect of the project land and/or the Project except those disclosed in the title report.

**14.** The PURCHASER/S herself/himself/themselves with intention to bring all persons into whomsoever hands the Residential Apartments may come, hereby covenants with the VENDOR /DEVELOPER as follows :-

i. To maintain the Residential Apartments at the PURCHASER/S's own cost in good and tenantable repair and condition from the date that of possession of the Residential Apartments is taken and shall not do or suffer to be done anything in or to the building in which the Residential Apartments 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 Residential Apartments is situated and the Residential Apartments itself or any part thereof without the consent of the local authorities, if required.

ii. The PURCHASER/S hereby specifically agrees with the VENDOR /DEVELOPER that even after taking over the actual possession of the Residential Apartments chosen by PURCHASER/S, the PURCHASER/S will not object or prevent or obstruct the VENDOR /DEVELOPER in any way in carrying on and completing the work of other Residential Apartments in the said building and keeping building materials on the available open land.

iii. Not to store in the Residential Apartments 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 Residential Apartments 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 Residential Apartments is situated, including entrances of the building in which the Residential Apartments is situated and in case any damage is caused to the building in which the Residential Apartments is situated or the Residential Apartments on account of negligence or default of the PURCHASER/S in this behalf, the PURCHASER/S shall be liable for the consequences of the breach.

iv. To carry out at her /his /their own cost all internal repairs to the said Residential Apartments and maintain the Residential Apartments in the same condition, state and order in which it was delivered by the VENDOR /DEVELOPER to the PURCHASER/S and shall not do or suffer to be done anything in or to the building in which the Residential Apartments is situated or the Residential Apartments which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authorities. In the event of the PURCHASER/S committing any act in contravention of the above provision, the PURCHASER/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

v. Not to demolish or cause to be demolished the Residential Apartments 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 Residential Apartments or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Residential Apartments is situated and shall keep the portion, sewers, drains and pipes in the Residential Apartments and the appurtenances thereto in good tenantable repairable condition, and in particular, so as to support shelter and

protect the other parts of the building in which the Residential Apartments is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Residential Apartments without the prior written permission of the VENDOR /DEVELOPER and/or the Association of the Apartment Owners.

vi. Not to do or perform any activity, which will result in damages to the said Residential Apartments and Common area of the Project. The PURCHASER/S shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.

vii. 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 Residential Apartments is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

viii. Not to throw dirt, rubbish, rags, garbage etc., refuse or permit the same to be thrown from the said Residential Apartments in the compound or any portion of the project land and the building in which the Residential Apartments is situated. Pay to the VENDOR /DEVELOPER within fifteen days of demand by the Developer / Promoter / Confirming Party, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Residential Apartments is situated.

ix. 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 Residential Apartments by the PURCHASER/S for any purposes other than for purpose for which it is sold.

x. The PURCHASER/S shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Residential Apartments until all the dues payable by the PURCHASER/S to the VENDOR /DEVELOPER under this Agreement are fully paid up.

xi. The PURCHASER/S shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Residential 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/S shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Residential Apartments 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.

xii. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the PURCHASER/S shall permit the VENDOR /DEVELOPER 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.

xiii. In case some of the Residential Apartments in the said Project remain unsold, even after completion of the same, then the VENDOR /DEVELOPER shall bear and pay the regular Maintenance Charges payable for such unsold Residential Apartments.

**15.** The VENDOR /DEVELOPER shall maintain a separate account in respect of sums received by the VENDOR /DEVELOPER from the PURCHASER/S as advance or deposit, sums received on account of the maintenance fund, expenses and also 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 demise or assignment in law, of the said Residential Apartments or of the said Plot and Building or any part thereof. The PURCHASER/S shall have no claim save and except in respect of the Residential Apartments hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the VENDOR /DEVELOPER until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the PURCHASER/S, but all the same such misstatement, error omission will always be subject to correction by the parties hereto.

## 17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the VENDOR /DEVELOPER executes this Agreement he shall not mortgage or create a charge on the Residential Apartments and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER/S who has taken or agreed to take such Residential Apartments.

**18. BINDING EFFECT :** Forwarding this Agreement to the PURCHASER/S by the VENDOR /DEVELOPER does not create a binding obligation on the part of the VENDOR /DEVELOPER or the PURCHASER/S until, firstly, the PURCHASER/S signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the PURCHASER/S and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the VENDOR /DEVELOPER. If the PURCHASER/S(s) fails to execute and deliver to the VENDOR /DEVELOPER this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER/S and/or to appear before the Sub-Registrar for its registration as and when intimated by the VENDOR /DEVELOPER, then the VENDOR /DEVELOPER shall serve a notice to the PURCHASER/S for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER/S, application of the PURCHASER/S shall be treated as cancelled and all sums deposited by the PURCHASER/S in connection therewith including the booking amount shall be returned to the PURCHASER/S 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 Residential Apartments/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 PURCHASER/S / SUBSEQUENT PURCHASER/SS:** 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 PURCHASER/Ss of the Residential Apartments, in case of a transfer, as the said obligations go along with the Residential Apartments 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 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.

**23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :** Wherever in this Agreement it is stipulated that the PURCHASER/S has /have to make any payment, in common with other PURCHASER/S(s) in Project, the same shall be in proportion to the carpet area of the Residential Apartments to the total carpet area of all the Residential Apartments in the said 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 VENDOR /DEVELOPER through its authorized signatory at the VENDOR /DEVELOPER's Office, or at some other place, which may be mutually agreed between the VENDOR /DEVELOPER and the PURCHASER/S, in Nagpur after the Agreement is duly executed by the PURCHASER/S and the VENDOR /DEVELOPER 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 Nagpur.

**26.** The PURCHASER/S and/or VENDOR /DEVELOPER shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the VENDOR /DEVELOPER will attend such Office and admit execution thereof.

**27.** That all notices to be served on the PURCHASER/S and the VENDOR /DEVELOPER as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER/S or the VENDOR /DEVELOPER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

_____Name of PURCHASER/S

_____(PURCHASER/S's Address)

Notified Email ID : _____

**M/S. GOVINDRAJ HOUSING** having its office at 201, Akshay Apartment, Hindustan Colony, Wardha Road, Nagpur, Tahsil and District–NAGPUR-440015
Notified Email ID : _____

It shall be the duty of the PURCHASER/S and the VENDOR /DEVELOPER 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 VENDOR /DEVELOPER or the PURCHASER/S, as the case may be.

**28. JOINT PURCHASER/S:** In case there are Joint PURCHASER/Ss all communications shall be sent by the VENDOR /DEVELOPER to the PURCHASER/S whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the PURCHASER/Ss.

**29. STAMP DUTY AND REGISTRATION :** All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the PURCHASER/S.

**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 Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**31. GOVERNING LAW:** 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 Competent Civil Court at NAGPUR will have the jurisdiction for this Agreement.

**32.** THAT for the matters not specifically covered, the provisions of Transfer of Property Act shall apply.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this AGREEMET FOR SALE at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

**FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT PIECE AND PARCEL of land bearing all that piece and parcel of land bearing Plot No.6 & Plot No.7 admeasuring 279.454 Sq.Mtrs. (i.e. 3008.042 Sq.Ft.) situated in layout of Natraj Co-operative Housing Society Ltd., Nagpur being part of entire Khasra No.42/4 of Mouza-GOREWADA, P.H. No.8-A, bearing City Survey No. 73, Sheet No. 45, Corporation House No.1446/C/6+7, Ward No.61, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil & District-Nagpur. The said Plot No.6 & Plot No.7 is bounded as under:

EAST - PLOT NO.8.

WEST - OTHERS LAYOUT.

NORTH - 9.00 M ROAD.

SOUTH - PLOT NO.5.

**SECOND SCHEDULE ABOVE REFERRED TO FACILITIES IN THE "SAI GALAXY" SCHEME:**

**COMMON AREAS**

- The staircase area of the building, lifts, fire staircases, lobbies, limited Parking area and common entrances and exits of the building.
- Common terrace area on the top, Margin area around the building excluding open car parking area as shown in Attached Map as Annexure "__" and common storage spaces.
- Security guard cabin area.
- Installation area such as electricity, water, sanitation, solar water system.
- Water tanks, sumps, motor, backup unit, ducts and all apparatus connected with installation for common use.
- Arrangement of water supply through well/ bore well.

**SCHEDULE 'A'**

**(DESCRIPTION OF RESIDENTIAL APARTMENTS HEREBY AGREED TO BE SOLD)**

ALL THAT R.C.C. Superstructure comprising **Residential Apartments No.** covering a **Carpet Area_____Sq.Mtrs.** situated on the_____**Floor** in Multi-storeyed Building out of the entire Housing Scheme to be known and styled as **"SAI GALAXY"**, along with Parking No._(described in the parking plan) with _____Sq. Mtrs.

ON THE EAST -

ON THE WEST -

ON THE NORTH -

ON THE SOUTH -

**ANNEXURE-'D'**

**SPECIFICATION & AMENITIES IN "SAI GALAXY" SCHEME**

## STRUCTURE

* R.C.C. Framed Structure with
* External wall 6" thick brick masonary walls.
* Internal wall 4" thick brick masonary walls.

## PLASTER

* 12-mm thick smooth plain plaster finish.
* Architectural finish in exterior.

## DOORS & WINDOWS

* MAIN DOOR: Frame of wood & wooden decorative shutter.
* OTHER DOORS: Frame of cement & Flush Doors of laminated panels with decorative beading & S.S. finish fittings.
* BATH & W.C. DOORS: -Cement Frame with Flush Door.
* WINDOWS: Fully glazed aluminum window with plain glass & with MS grills.

## FLOORING

* Vitrified flooring in all rooms with 4"high skirting.
* Staircase in Kota Stone with MS Railing.
* Kota /Situ in common Area.
* Ceramic tile flooring & wall cladding in bath & W.C. up to 7'0 dado.

## TOILETS

* Standard white/Grey/Ivory Sanitary wares.

## TV & TELEPHONES

* Concealed cable & telephone wiring in drawing & bedrooms.

## ELECTRICAL

* PVC Conduit Concealed Copper wiring with adequate light, fan & socket out lets in each room.
* Adequate Power Points in Kitchen for Microwave, Toaster, Aqua guard, Mixer, Fridge etc.,With one Power Point for water heater in each bathroom.
* AC. Point in Master Bed room and cooler points in other room.
* Modular switches of Standard make.
* Common lighting will be provided.

## PLUMBING / SANITARY

* Standard C.P. Fittings.
* All sewer lines in SW & CI Pipes.
* All water supply lines in C PVC or PPR Pipes.
* Standard Sanitary wares in white/Grey/ivory colour.

**WATER SUPPLY**

* 24-hour water supply from over head tank.
* Separate lines for drinking water & utility water from over head tank with provision of Sump for Collection of Corporation water.
* Well or Borewell for utility water.
* Two Pumps sets, one each for sump & well.

**PAINTS**

* O.B.D for the interiors.
* Acrylic Exterior Paint for the exteriors.

**PARKING**

* Covered parking for cars will be provided.

**LIFTS**

* 5 Passenger Lift.

**PAVING**

* Pavement Block paving from all sides.

**SITE**

* Iron main gate, Compound wall & landscaping.

**TREATMENT**

* Waterproofing treatment for toilet & bath blocks.

| SR. NO. | FINGER PRINT (LEFT THUMB) | PASSPORT SIZE PHOTOGRAPH | SIGNATURE & FULL NAME |
|---|---|---|---|
| 1. | | | **M/S. GOVINDRAJ HOUSING**<br>acting through its partner<br><br>**VENDOR /DEVELOPER /PARTY NO.1** |
| 2. | | | (_____)<br>**PURCHASER/S / PARTY NO.2** |
| | | | |

**WITNESSES :**

(1)_____

(2) _____

## SCHEDULE 'B'
## (FLOOR PLAN OF THE RESIDENTIAL APARTMENTS)

**ANNEXURE – A**
**Title Report**

**ANNEXURE – B**

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor / Developer to the project land).

**ANNEXURE - C-1**

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

**ANNEXURE - C-2**

(Authenticated copies of the plans of the Layout as proposed by the VENDOR /DEVELOPER and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

**ANNEXURE –D**

(Specification and amenities for the Residential Apartments)

**ANNEXURE –E**

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)