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Village : Nashik
Zone No. : 1.3.27
Rate per Sq. Mtr : Rs. 30,600/-
Flat No. :
Carpet Area : Sq.Mtrs.
Consideration : Rs...../-
Govt. Valuation : Rs...../-
Stamp Duty :/-Rs...../-(Including 1%)
Registration Fees : Rs...../-

AGREEMENT FOR SALE OF APARTMENT

THIS AGREEMENT FOR SALE OF APARTMENT AS PER THE PROVISIONS OF REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2017is made at Nashik on this thday of Christian Year **Two Thousand Seventeen.**

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By and Between

**M/S. Om Sai Buildcon Partnership Firm through
Partner**

PAN: AADFO4565D

1.Dnyaneshwar Ramnath Sonawane

Age:- 49 Occ:- Bussiness

2. Shamkanth Dadasaheb Jagtap

Age: 49 Yrs. Occ: Business

3. Anant Narayan Hiray

Age: 46 Yrs. Occ: Business

Office Address: 204 NavrangComplex Dwarka, Nashik.

Hereinafter referred to as the **VENDOR**

(Which expression unless it is repugnant to its context and/ or meaning thereof shall always means and include his legal heirs, legal representatives, executors, administrators and assignees etc.) of the

FIRST PART

AND

1.....

Age:..... Years, Occ:.....

PAN –

Both R/o.

Hereinafter called as the **“Purchaser/Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees).

The **Vendor** and the**Purchaser/Allottee** shall hereinafter collectively be referred to as the **"Parties"** and individually as **"Party"**.

WHEREAS the properties bearing, **S. No. 463/1+463/6+463/7/A out of which Plot No. 3+4+5+6+7, area adm. 1542.13 sq.mtrs.**lying and being situatedat village **Nashik**, Tal. and Dist. Nashik, also within the limits of Nashik Municipal Corporation, Nashik are hereinafter referred to which as the **"Said Properties"**.

AND WHEREAS, the said properties are purchased by the **Vendor i.e. M/S. Om Sai Buildcon Partnership Firm through Partner Dyneshwayer Ramnath Sonawane, Jayeshree Dyneshwar**

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Sonawane,Shamkanth Dadasaheb Jagtap , Manisha Shamkanth Jagtap, Anant Narayan Hiray, Vrushali Anant HirayfromDyneshwayer Ramnath Sonawane, Jayeshree Dyneshwar Sonawane,Shamkanth Dadasaheb Jagtap , Manisha Shamkanth Jagtap, Anant Narayan Hiray, Vrushali Anant Hiray, vide sale deed, dated **18/05/2013**, which being registered with the office of the Sub-Registrar, Class-II, Nashik-5 at Serial No.6072/2013 on 18/05/2013. Accordingly, the name of the Vendor has been entered into the revenue records of the said property by certifying Mutation Entry No:-89343 Hence, in pursuance of the said sale deed the Vendor has acquired all the rights, title, interest together with all the estate in the said properties.

AND WHEREAS, the Vendor is entitled and enjoined upon to construct buildings on the project land/said properties in accordance with the recitals herein above.

The Vendor further declares and discloses that, the entire project, the entire properties as aforesaid will be subject to the provisions of the Apartment Ownership Act, 1970 and for that purpose the necessary declaration will be registered and in accordance with the provisions of the said Apartment Act so also after the registration of declaration, the deed of Apartment will be executed by the Vendor in favour of the allottee/purchaser. The Vendor declares that the said property will be governed by the said Act and the allottees or the persons claiming there under will be bound by the provisions of the said Act.

AND WHEREAS the Vendor has decided to Construct Residential building named as “**SAI SHILP RESENDENCY APARTMENT PRASAD**” on the said property.

AND WHEREAS the Vendor has obtained the building permission from Nashik Municipal Corporation. The said plot is of Non-Agriculture and permission of the same has been given by the

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Collector of Nashik. The details of all these NOCs and permissions are as mentioned below,-

(1) The Building Plan was approved and sanctioned by Nashik Municipal Corporation, Nashik vide Sanction of Building Permit & Commencement Certificate bearing No. **LND/BP/A2/257/9161**, dated **20/11/2017**.

(2) The said plot having Non-Agriculture use with respect to the said properties from the Collector of Nashik vide its Order No. **MAHAKASHA-3/4/BSHE PAKRA/259/2006**, Nashik, dated **19/12/2006** and the said property is put to Non-Agriculture use.

AND WHEREAS the Vendor has got necessary 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 Vendor 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 shall be granted by the concerned local authority.

AND WHEREAS the Vendor having rights as aforesaid proposed a scheme of ownership of flats to be sold on ownership basis as per the provisions of Apartment Ownership Act.

AND WHEREAS the building under construction shall be known as “**SAI SHILP RESIDENCY APARTMENT PRASAD**”(Hereinafter referred to as the “**Said Building**”).

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AND WHEREAS each Purchaser/Allottee of the respective premises has to pay and bear the outgoings individually or in common as shown hereunder.

AND WHEREAS the Vendor has appointed an Architect registered with the Council of Architects and a Structural Engineer for the preparation of the structural design and drawings of the building and the Vendor shall accept the professional supervision of the Architect and the Structural Engineer till the completion of the said building.

AND WHEREAS The Vendor has disclosed that the said properties will be subject to the provisions of Apartment Ownership Act. The Vendor hereby assures and undertake that they will execute and get registered THE DECLARATION DEED OF APARTMENT required under the said Act together with necessary details and specification, also together with other relevant material and provisions and details. The said declaration will be registered by the Vendor as and when required necessary, mostly after the entire completion of the project.

AND WHEREAS, the Vendor has registered the said project under the provisions of Real Estate (Regulation & Redevelopment) Act, 2016 with the **Real Estate Regulatory Authority vide No. ANNEXURE F**

AND WHEREAS the plans and specifications have been displayed for the inspection of the purchasers at the site and also in the office of the Vendor.

AND WHEREAS on demand from the Purchaser/Allottee , the Vendor has given all the documents for inspection to the Purchaser/Allottee , relating to the title of the project, land and the plans, designs and specifications prepared by the Vendor 's Architect **Sankhala Associate** and of such other documents as are specified under the **Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act")** and the Rules and Regulations made there under.

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AND WHEREAS the Purchaser/Allottee s has offered to purchase an **Apartment/Flat bearing No..... (.....)on the.....floor (Stilt floor)**(herein after referred to as the "**said Apartment**") in the building called "**SAI SHILP RESIDENCY APARTMENT PRASAD**" (herein after referred to as the "**said Building**") being constructed on saidproperty by the Vendor.

AND WHEREAS the **carpet area** of the said Apartment is**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, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/Allottee , but includes the area covered by the internal partition walls of the apartment. However, the carpet area of the said apartment as per sanctioned building plan is**Sq.Mtrs.**as the building plan is revised and the revised carpet area of the said flat is..... Sq. Mtrs.

AND WHEREAS the Purchaser/Allottee herein demanded from the Vendor and the Vendor has given to the Purchaser/Allottee all the documents of title relating to the said property and the said project as described in Schedule-II and also the approved plans, designs and specifications of the said building and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (herein after referred to as "**The Said Act**") and the rules and regulations made thereunder. After the Purchaser/Allottee 's enquiry, the Vendor herein has requested to the Purchaser/Allottee to carry out independent search by appointing their own attorney/advocate and to ask any querries he or she has regarding the marketable title and rights and authorities of the Vendor . The Purchaser/Allottee has satisfied in respect of the marketable title and rights and authorities of the Vendor herein. That, the Purchaser/Allottee has given their specific confirmation herein that the responsibility of title of the said property be on the Developer up and until the conveyance of the said building and the said property thereunder.

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AND WHEREAS the Vendor has obtained Building Permit & Commencement Certificate bearing No. LND/BP/A2/257/9161, dated 20/11/2017 from Nasik Municipal Corporation, Nasik 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 the Vendor has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Vendor while constructing/developing the said project and said building has accordingly commenced construction of the same.

AND WHEREAS the Purchaser/Allottee agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by the Competent Authority and have further confirmed that all such conditions shall be bound and abided by the Purchaser/Allottee strictly.

AND WHEREAS the Purchaser/Allottee on confirmation of accepting all the conditions of sanctioned plans by the competent authority, has further stated that if any conditions that have been imposed on the said project/wing which are contrary to the prevalent laws/rules/regulations, under which sanctioned plans have been given shall not be binding on the Purchaser/Allottee and that the Purchaser/Allottee shall not hold the developer responsible for such contrary conditions.

AND WHEREAS the authenticated copies of Certificate of title issued by the advocate of the Vendor , authenticated copies of Property card or extract of village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Vendor to the said properties on which the said apartments.

AND WHEREAS the authenticated copies of Certificate of the Plans of the Layout of the said building as approved by the local authority i.e. Nasik Municipal Corporation, Nasik have been annexed.

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AND WHEREAS the authenticated copies of plans and specifications of the Apartment agreed to be purchased by the Purchaser/Allottee s, as sanctioned and approved by the local authority have been annexed.

AND WHEREAS the Purchaser/Allottee has independently made themselves aware about the specifications provided by the Vendor and they are aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed.

AND WHEREAS the Purchaser/Allottee has been shown the conditions of contracts with the vendor/contractors. And workmanship and quality stands of products/fittings and fixtures as agreed between Vendor and the vendors and on independently verifying the same the Purchaser/Allottee has now agreed to the same as conditions mentioned in these contracts and that the Purchaser/Allottee agrees to abide by the same failure of which shall absolve the Vendor to that extent.

AND WHEREAS, the Purchaser/Allottee has applied for Apartment in the said project for **Apartment/ Flat No.....(.....)** having carpet area of **Sq.Mtrs.**, i.e.....**Sq.feet** along with **Terrace area** and **balcony area** being constructed on the said property along with common Parking pro-rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the said "**Apartment**") and which is more particularly described in Schedule-II and the floor plan of the apartment is annexed.

AND WHEREAS, relying upon the aforesaid application, the Vendor has agreed to allot and sell to the Purchaser/Allottee , the said apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS, the Purchaser/Allottee prior to the execution of these presents has paid to the Vendor a sum of **Rs...../- (In words only)**, being part payment of the sale price of the Apartment agreed to be sold by the Vendor to the Purchaser/Allottee

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as advance payment or deposit the payment and receipt whereof the Vendor doth hereby admit and acknowledge and the Purchaser/Allottee has agreed to pay the remaining price of the Apartment as prescribed in the payment plan as may be demanded by the Vendor within the time and manner specified therein.

AND WHEREAS, the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

AND WHEREAS, Subject to otherwise agreed, reserved and provided herein; the Vendor has agreed to sell and the Purchaser/Allottee hereby agrees to purchase the Apartment as specified in above Para.

AND WHEREAS, the Vendor in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favour of the Purchaser/Allottee , being in fact these presents and also to register said Agreement for Sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

Notwithstanding anything stated in any other document/allotment letter given or communicated with the Purchaser/Allottee s any time prior, this agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis for which said unit is agreed to be sold to the Purchaser/Allottee .

AND WHEREAS, this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

AND WHEREAS, this agreement does not preclude, diminish the rights of any financial institutions, funds, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the rights of the Purchaser/Allottee in respect of his unit in the said project.

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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 that the Purchaser/Allottee has not given any third party any rights to enforce this agreement unless the said unit is transferred to them.

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

1.CONSTRUCTION OF THE PROJECT/APARTMENT:-

The Vendor shall construct the said building consisting of **Ground floor Parking + Stilt +Six Floor** upper floors on the project land/said property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Vendor shall have to obtain prior consent in writing of the Purchaser/Allottee in respect of variations or modifications which may adversely affect the Apartment of the Purchaser/Allottee except any alteration or addition required by any Government authorities or due to change in law.

2.CONSIDERATION/PRICE OF THE SAID APARTMENT:-

The Purchaser/Allottee hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser/Allottee **Apartment/Flat No.....(.....)** of carpet area admeasuring Sq.Mtrs. on floor(**Stilt floor**) in the building **“SAI SHILP RESIDENCY APARTMENT- PRASAD”**(hereinafter referred to as the said **“Apartment”**) as shown in the Floor plan thereof hereto **Annexures** for the consideration of lum sum **Rs...../- (In words Rupees only)**.. The computation of the price includes the proportionate price of Land, construction of not only Apartment but also the common areas, internal and external development charges, fire fighting equipment’s in the common areas etc. and includes cost for providing all other facilities in the said project.

(ii) The Purchaser/Allottee shall be common Parking by the Vendor.

The Purchaser/Allottee has paid on or before execution of this agreement as follows,-

<u>Amount</u>	<u>Particulars</u>
...../-	(Rs. Only) paid by Cheque
	No., dated: Drawn

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on, Nashik. The
VENDOR received and acknowledge
the same.

...../-

Rs.

The Purchaser/Allottee s has paid **Rs./- (In words
..... only)**,as advance/part payment and hereby agrees to pay the
Vendor the balance amount of **Rs.-(In words Rupees
..... Only),to the vendor by Cash or by Cheque or by
obtaining the Loan from any Bank or Financial Institution
within months.**

The Total Price above excludes Taxes (consisting of tax paid or
payable by the Vendor by way of Value Added Tax, Service Tax, 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 Vendor)
up to the date of handing over the possession of the Apartment.

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

2.5The Vendor may allow, in its sole discretion, a rebate for early
payments of equal installments payable by the Purchaser/Allottee by
discounting such early payments @ 8 % per annum for the period by
which the respective installment has been proponed. The provision for
allowing rebate and such rate of rebate shall not be subject to any
revision/withdrawal, once granted to an Purchaser/Allottee by the Vendor

2.6The Vendor shall confirm the final carpet area that has been allotted to
the Purchaser/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 Vendor. If there is any
reduction in the carpet area within the defined limit then Vendor shall
refund the excess money paid by Purchaser/Allottee within forty-five days
with annual interest at the rate specified in the Rules, from the date

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when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area allotted to Purchaser/Allottee, the Vendor shall demand additional amount from the Purchaser/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 2.1 of this Agreement.

The Purchaser/Allottee authorizes the Vendor to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their name as the Vendor may in its sole discretion deem fit and the Purchaser/Allottee undertakes not to object/demand/direct the Vendor to adjust their payments in any manner.

The Vendor 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 Purchaser/Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

Time is essence for the Vendor as well as the Purchaser/Allottee. The Vendor shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/Allottee and common areas to association of the Purchaser/Allottee 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 installment and other dues payable by them and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in Clause I(c) herein above.

3. DISCLOSURE AS TO FLOOR SPACE INDEX:-

The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is **1.1=====** of the project land i.e.**Sq. Mtrs** only and Vendor has utilize Floor Space Index of **Sq.Mtrs.**, by availing of TDR which is **40%** of the project land and FSI available on payment of premium or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in

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the said Project and Purchaser/Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

If the Vendor fails to abide by the time schedule for completing the project and handing over the apartment to the Purchaser/Allottee, the Vendor agrees to pay to the Purchaser/Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/Allottee, for every month of delay, till the handing over of the possession. The Purchaser/Allottee s agrees to pay to the Vendor, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/Allottee to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser/Allottee (s) to the Vendor .

Without prejudice to the right of Vendor to charge interest in terms of sub clause mentioned above, on the Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Purchaser/Allottee to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/Allottee committing three defaults of payment of instalments, the Vendor shall at his own option, may terminate this Agreement:

Provided that, Vendor shall give notice of Seven days in writing to the Purchaser/Allottee, by Registered Post AD at the address provided by the Purchaser/Allottee and mail at the e-mail address provided by the Purchaser/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 the Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser/Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other

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amount which may be payable to Vendor) within a period of 6 (Six) months of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser/Allottee to the Vendor , but the Vendor shall not be liable to pay to the Purchaser/Allottee any interest on the amounts so refunded.

4. **SPECIFICATIONS AND AMENITIES:-** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Vendor in the said building and the Apartment as are set out in **Annexure 'H'**, annexed hereto.

5. **POSSESSION OF THE APARTMENT:-** The Vendor shall give possession of the Apartment to the Purchaser/Allottee on or before.....day of.....**2018**. If the Vendor fails or neglects to give possession of the Apartment to the Purchaser/Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Purchaser/Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clauseherein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor 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 ; flood, drainage, fire, cyclone, earthquake.
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority.

6. **PROCEDURE FOR TAKING POSSESSION:-** The Vendor , upon obtaining the occupancycertificate from the competent authority and the payment made by the Purchaser/Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Purchaser/Allottee in terms of this Agreement to be taken within 3

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(three) months from the date of issue of such notice and the Vendor shall give possession of the Apartment to the Purchaser/Allottee . The Vendor agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor . The Purchaser/Allottee agree to pay the maintenance charges as determined by the Vendor or association of Purchaser/Allottee s, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser/Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

Failure of Purchaser/Allottee to take Possession of Apartment: -Upon receiving a written intimation from the Vendor as per clause 5, the Purchaser/Allottee shall take possession of the Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Apartment to the Purchaser/Allottee. In case the Purchaser/Allottee fails to take possession within the time provided in abovementioned clause, such Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable.

7. **Defect Liability:-** If within a period of five years from the date of handing over the Apartment to the Purchaser/Allottee , the Purchaser/Allottee brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, then the Purchaser/Allottee shall be entitled to receive from the Vendor , compensation for such defect in the manner as provided under the Act. If there is a dispute regarding any defect in the building or the material used the matter shall, within a period of 5 (five) years from the date of handing over possession, on payment of such fees as may be determined by the Regulatory Authority, be referred for

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decision to Adjudicating officer appointed under section 72 of the Real Estate (Regulation and Development) Act, 2016.

8. The Purchaser/Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of **Residence**.

9. **FORMATION OF ORGANISATION OF APARTMENT HOLDERS:-**

The Purchaser/Allottee along with other Purchaser/Allottee s of Apartments in the building shall join in forming and registering the Association of apartment owners-Condominium to be known by such name as “**SAI SHILP RESIDENCY APARTMENT PRASAD**” 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 of apartment owners-Condominium and for becoming a member, including the bye-laws of the proposed Association of apartment owners-Condominium and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser/Allottee, so as to enable the Vendor to register the common organization of Purchaser/Allottee . No objection shall be taken by the Purchaser/Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association of apartment owners-Condominium, as may be required by the Competent Authority.

The Vendor shall, within the Stipulated time period of 3 (Three) months of registration of the Association of apartment owners- Condominium as aforesaid, cause to be transferred to the Association of apartment owners- Condominium all the right, title and the interest of the Vendor in the said structure of the Building or wing in which the said Apartment is situated.

The Vendor shall, within the Stipulated time period of 3 (Three) months of registration of the apex body of the Association of apartment owners-Condominium, as aforesaid, cause to be transferred to the Apex body all

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the right, title and the interest of the Vendor in the
project

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land on which the building with multiple wings or buildings are constructed.

Within Fifteen days after notice in writing is given by the Vendor to the Purchaser/Allottee that the Apartment is ready for use and occupancy, the Purchaser/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 Association of apartment owners-Condominium is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/Allottee shall pay to the Vendor such proportionate share of outgoings as may be determined. The Purchaser/Allottee further agrees that till the Purchaser/Allottee 's share is so determined the Purchaser/Allottee shall pay to the Vendor provisional monthly contribution of towards the outgoings. The amounts so paid by the Purchaser/Allottee to the Vendor shall not carry any interest and remain with the Vendor until a conveyance of the structure of the building or wing is executed in favour of the Association of apartment owners-Condominium as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Vendor to the Association of apartment owners-Condominium, as the case may be.

10. DEPOSITS BY PURCHASER/ALLOTTEE /S WITH THE VENDOR :-

The Purchaser/Allottee shall on or before delivery of possession of the said flat keep deposited with the Vendor , the following amounts

:-

- (i) share money, application entrance fee of the Association of apartment owners-Condominium /Apex body.

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- (ii) formation and registration of the Association of apartment owners-Condominium / Apex body.
- (iii) proportionate share of taxes and other charges/levies in respect of the Association of apartment owners-Condominium / Apex body .
- (iv) deposit towards provisional monthly contribution towards outgoings of Association of apartment owners-Condominium / Apex body.
- (v) Deposit towards Water, Electric, and other utility and services connection charges And
- (vi) deposits of electrical receiving and Sub Station provided in Layout.

The Purchaser/Allottee shall pay to the Vendor Deposit for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor in connection with formation of Association of apartment owners-Condominium or Apex Body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance .

At the time of registration of conveyance of the Apartment Purchaser/Allottee shall pay to the Vendor , the Purchaser/Allottee share of stamp duty and registration charges.

11. REPRESENTATIONS AND WARRANTIES OF THE VENDOR: The Vendor hereby represents and warrants to the Purchaser/Allottee s as follows:

- a) The Vendor has clear and marketable title with respect to the project land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said land for project;
- b) The Vendor 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;
- c) There are encumbrances upon the project land as per the title report.

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- d) There are no litigations pending before any Court of law with respect to the project land or Project as per the title report.
- e) 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 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;
- f) The Vendor 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/Allottee created herein, may prejudicially be affected;
- g) The Vendor 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 which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;
- h) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said [Apartment/Shop] to the Purchaser/Allottee in the manner contemplated in this Agreement;
- i) At the time of execution of the conveyance deed of the structure to the association of Purchaser/Allottee s the Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/Allottee s;
- j) The Vendor 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;

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- k) 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 in respect of the project land and/or the Project except those disclosed in the title report.
- l) The Warranties of the Vendor as specified herein above and provided under RERA Act shall be void in case the Purchaser/Allottee /s commits willful breach of any of the terms of these presents or causes alterations to the structure, internal changes such as plumbing, electricals, etc., other than as provided by the Vendor .

12. COVENANTS AS TO USE OF SAID APARTMENT:-

The **Purchaser/Allottee** himself with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor as follows :-

- a. To maintain the Apartment at the Purchaser/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.
- b. 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

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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 Purchaser/Allottee in this behalf, the Purchaser/Allottee shall be liable for the consequences of the breach.

- c. 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 Vendor to the Purchaser/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 Purchaser/Allottee committing any act in contravention of the above provision, the Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. 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 color 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 Vendor and/or the Association of apartment owners-Condominium/ Apex Body.
- e. 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

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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.

- f. 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.
- g. Pay to the Vendor within fifteen days of demand by the Vendor , 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 Apartment is situated.
- h. 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 Purchaser/Allottee for any purposes other than for purpose for which it is sold.
- i. The Purchaser/Allottee s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser/Allottee s to the Vendor under this Agreement are fully paid up.
- j. The Purchaser/Allottee shall observe and perform all the rules and regulations which the Association of apartment owners- Condominium or Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the Association of apartment owners-

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Condominium or Apex Body 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.

- k. Till a conveyance of the structure of the building in which Apartment is situated is executed in favor of Association of Apartment owners-Condominium, the Purchaser/Allottee shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- l. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favor of Association of Apartment owners-Condominium/Apex Body, the Purchaser/Allottee shall permit the Vendor 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.
- m. 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 Purchaser/Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the said structure of the building is transferred to the Association of Apartment owners-Condominium/ Apex Body and until the project land is transferred to the Apex Body as hereinbefore mentioned.

13. SEPERATE ACCOUNT FOR SUMS RECEIVED:-

The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser/Allottee s as advance or deposit, sums received on account of the share capital for the

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promotion of the Association of Apartment owners-Condominium towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

14. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:- After the Vendor executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/Allottee s who has taken or agreed to take such Apartment.

15. BINDING EFFECT:- Forwarding this Agreement to the Purchaser/Allottee by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser/Allottee until, firstly, the Purchaser/Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within Thirty (30) days from the date of receipt by the Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor . If the Purchaser/Allottee (s) fails to execute and deliver to the Vendor this Agreement within Thirty (30) days from the date of its receipt by the Purchaser/Allottee s and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor , then the Vendor shall serve a notice to the Purchaser/Allottee s for rectifying the default, which if not rectified within Seven (07) days from the date of its receipt by the Purchaser/Allottee , application of the Purchaser/Allottee shall be treated as cancelled and all sums deposited by the Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Purchaser/Allottee without any interest or compensation whatsoever.

16. 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.

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17. RIGHT TO AMEND:- This Agreement may only be amended through written consent of the Parties.

18. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ALLOTTEE/SUBSEQUENT PURCHASER/ALLOTTEE:-

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

19. SEVERABILITY:- If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

21. 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.

22. PLACE OF EXECUTION:- The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor 's Office, or at some other place, which may be mutually agreed between the Vendor and the

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Purchaser/Allottee , in Nashik after the Agreement is duly executed by the Purchaser/Allottee s and the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nashik.

23. REGISTRATION OF THIS AGREEMENT:-The Purchaser/Allottee and/or Vendor shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.

24. NOTICES:-That all notices to be served on the Purchaser/Allottee and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee or the Vendor by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser/Allottee : -

Purchaser/Allottee 's Address:-

Notified Email ID :- _____

**Vendor Name :- M/S. Om Sai Buildcon Patnership Firm
through Patner**

Office Address:- 204 NavrangComplex Dwarka, Nashik

Notified Email Id:- omsaibuildcon3@gmail.com

It shall be the duty of the Purchaser/Allottee and the Vendor 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 or the Purchaser/Allottee , as the case may be.

25. JOINT PURCHASER/ALLOTTEE: That in case there are Joint Purchaser/Allottee s all communications shall be sent by the Vendor to the Purchaser/Allottee 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/Allottee.

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26. **STAMP DUTY AND REGISTRATION:-** The charges towards stamp duty and Registration of this Agreement shall be borne by the **PURCHASER/ALLOTTEE**.

27. **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 Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

28. **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 relevant courts will have the jurisdiction for this Agreement.

SCHEDULE-I, DESCRIPTION OF THE SAID LAND
REFERRED TO ABOVE

All that piece and parcel of land having **S. No. 463/1+463/6+463/7/A out of which Plot No. 3+4+5+6+7, area adm 1542.13 sq.mtrs.,** situated within the village limits of **Nashik** and within the limits of Nashik Municipal Corporation and within the limits of Sub-Registration District of Nashik, Taluka and District of Nashik. The boundries are described as under:

As per Layout Plan

East :	Colony Road
West :	30 MTR.D P Road and Plot No.2
South:	STP. Of NMC
North:	Plot no.2 & Adj. S. No.462/P

Together with TDR rights mentioned aforesaid and loaded in the proposed construction and as approved by Local Authority, Nashik Municipal Corporation.

SCHEDULE-II, DESCRIPTION OF THE SAID
FLAT/APARTMENT REFERRED TO ABOVE

The constructed premises of **Flat No.....**
(.....) having approximate **carpet area** of
Sq.Mtrs. i.e. Sq.Ft., area situated on the
floor (Stilt floor), consisting of..... **Room + Hall +**
Kitchen + Toilets + Balcony in the building known as “**SAI**
SHILP RESENDERY APARTMENT- PRASAD”which is
bounded as under as per the sanctioned building plan :-

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East :
West :
South :
North :

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

**SIGNED & DELIVERED BY
THE WITHIN NAMED**

M/S. Om Sai Buildcon Patnership Firm through Partner

- 1.Dnyaneshwar Ramnath Sonawane
2. Shamkant Dadasaheb Jagtap
3. Anant Narayan Hiray

(VENDOR)

**SIGNED & DELIVERED BY
THE WITHIN NAMED**

..... _____

..... _____
(PURCHASERS/ALLOTTEE)

In the presence of

1. _____ 2. _____

~ ANNEXURE E ~
THE AMENITIES TO BE PROVIDED IN SAID APARTMENT

A. STRUCTURE

RCC Framed Structure
4.50" inch internal and 6" inch external brick/weight
block walls
External Double Coat Sand face plaster
Internal Gypsum Finish

B. Electrical Fittings

Concealed wiring and modular switches
Adequate Electrical Points in all rooms

C. FLORRING

2" X 2" Vitrified tile flooring with Skirting
Anti – skid tile Flooring in Toilets, attached Terraces and
Dry Balcony's.

D. DOORS

Attractive Laminated main Entrance door
Internal Laminated flush doors

E. WINDOWS

3- track Aluminum sliding windows with safety grills and
mosquito net.

F. KITCHEN

Green Marble platform with stainless steel sink
Decorative Dado Tiles above platform up to 4 ft. height

G. TOILETS

Concealed fittings
Designer Bathroom tiles up to top level

H. FINISHES

Neeru finishing to all Internal Walls
Tractor emulsion paint to Internal walls
External Apex paint

I. PARKING

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COMMON PARKING.