

Zone No.	: 1.3.38
Govt Rate of Flat on Eighteenth Floor with Lift Facility per sq.mtr (Rs. 36,400+10%)	: Rs. 40,040/-
Carpet Area of Flat	: 58.39 Sq.Mtrs.
Usable Area of Balcony	: 6.60 Sq.Mtrs.
Government Value	: Rs. 28,63,000/-
Consideration Value	: Rs. 42,75,000/-
Stamp Duty	: Rs. 2,56,500/-
Registration Fee	: Rs. 30,000/-

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made and executed at Nashik on this nd day of the month **August** in the Christian Year **TWO THOUSAND AND TWENTY FOUR, A. D**

B E T W E E N

**OMKAR BUILDCON PARTNERSHIP FIRM,
(PAN No. AADFO 2406 M)**

THROUGH ITS PARTNER,

MR. NARENDRAKUMAR NANJI SOMANI,

Age: 43 Years, Occupation: Business,

(Mob No. 9822350032) (Aadhar No. 6133 4543 6836)

(E-mail ID- omkarbuildcon.nashik@gmail.com)

R/o: A-1201, Omkar Park, Kala Nagar Lane No. 05, Dindori Road,
Mhasrul, Nashik – 422004.

Hereinafter referred to as the "**VENDOR/S**" [which expression, shall unless it be repugnant to the context or meaning thereof, shall always deem to mean and include its existing Partners, legal heirs, executors, administrators, representatives and assignees] of the **ONE PART**,

A N D

MR. MACHINDRA MARGU CHAUGHULE,

Age: 45 Years, Occupation: Business,

(PAN No. AIEPC 4098 A) (Aadhar No. 8145 6791 4082)

(Mob. No. 9404001111) (Email ID- chaughulemachindra16@gmail.com)

R/o: 1354, Vijay Nagar Colony, Nilvandi Road, Near Swami Samarth
Kendra, Dindori, Nashik– 422202.

Hereinafter referred to as "**PURCHASER/S**" [which expression, unless it be repugnant to the context or meaning thereof, shall always deem to mean and include his/her/their legal heirs, executors, administrators, representatives and assigns] of the **SECOND PART**,

WHEREAS The Vendor/s is absolute and exclusive owner & sufficiently entitled to all that piece and parcel of the land situated at Nashik more particularly described in the schedule written hereunder referred to as the said property.

The Vendor herein has purchased the said land of **Plot No. 33 admeasuring area 2144.34 sq. mtrs. + FSI area 720.90 sq. mtrs.** bearing **Survey No. 163/1/5, Plot No. 34 admeasuring area 2083.14 sq. mtrs.** bearing **Survey No. 163/1/4**, lying, being and situated at Village : **NASHIK-1**, Taluka & District : Nashik, (hereinafter referred to as the "**said property**") and more particularly described in Schedule-I written hereunder from erstwhile owners Mr. Kanayalal Chetandas Manwani and other 2 vide a registered sale deed duly registered at Sr. No. 6124 on 06/11/2020 at sub-registrar office, Nashik-3. The name of the Vendor herein is recorded in revenue records vide M. E. No. 108006. Whereas **Plot No. 35 admeasuring area 1862.78 sq. mtrs.** bearing **Survey No. 163/1/3 and Plot No. 36 admeasuring area 2171.32 sq. mtrs.** bearing **Survey No. 163/1/2** lying, being and situated at Village : **NASHIK-1**, Taluka & District : Nashik, (hereinafter referred to as the "**said property**") and more particularly described in Schedule-I written hereunder from erstwhile owners Mr. Kanayalal Chetandas Manwani and other 2 vide a registered Agreement to sale duly registered at Sr. No. 6125 on 06/11/2020 at sub-registrar office, Nashik-3.

After fulfillment of all the conditions, the owners Mr. Kanayalal Chetandas Manwani and other 2 have executed and registered final conveyance deed in favor of vendor on 06/04/2021 which is registered at sr. no. 3316/2021 at sub-registrar office, Nashik-3. The name of the Vendor herein is recorded in revenue records vide M. E. No. 109108. Since then the said Vendor is in possession of the said properties with absolute rights, authorities and powers to deal with and dispose of the same to any individual, firm and/or institution of their own choice.

AND WHEREAS the Competent Authority, Nashik Municipal Corporation, Nashik vide his Order No. **Nagarrachana Vibhag/Final/C-1/25 dtd. 24/11/2015** has approved the final lay-out plan of the said land property.

AND WHEREAS the Competent Authority, Collector of Nashik, vide his Order No. **Mah/Kaksha-3/4/Bi.she.pra.kra./148/2013 dtd. 11/05/2013** has granted permission for the Non-Agricultural use of the said land property for Residential purpose. Therefore, the said property is fit for causing construction of Commercial + Residential building thereupon.

AND WHEREAS Considering the need of the said Project, the Vendor has purchased an additional TDR admeasuring **11500.00 sq. mtrs.** by absolute Sale Deeds which are registered before the Sub-Registrar, Nashik. Considering the said TDR the Vendor has prepared a building plan of the construction caused on the said property and submitted it to the Nashik Municipal Corporation, Nashik and the same is duly approved and sanctioned vide its Order No. **LND/ BP/ C1/ 493/ 2021 dtd. 03/03/2021**. This Agreement between the parties hereto is of **OMKAR TOWERS** which consists of Residential and Commercial units. Accordingly, work of proposed construction of **OMKAR TOWERS** is commenced on the said property as per the said approved plan which is constructing upon **Basement, Ground, Podium, First to Eighteenth Floor** having independent approach to each Unit as per the said approved and sanctioned building plan and also having all the required facilities and civic amenities.

Further the Vendor has applied and amalgamated the said plot nos. 33, 34, 35 and 36 in to one 7/12 extract of the said plots were prepared as 33 to 36 by the order of Nashik Municipal Corporation, Nashik to this extent M. E. No. 113540 was certified on 05/03/2023.

AND WHEREAS the Purchaser is offered an Apartment bearing **Flat No. C-1806** on the **Eighteenth Floor** in **Wing C** (herein after referred to as the said "Apartment") in the Building called **OMKAR TOWERS** being constructed by the Vendor.

AND WHEREAS the Vendor 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 has registered the project under the provision of the Act with the Real Estate Regulatory Authority at Mumbai no. **P51600028753**; authenticated copy is attached in Annexure;

AND WHEREAS the Vendor has appointed a Structural Engineer for the preparation of the structural design drawings of the buildings and the Vendor

accepts the professional supervision of the Architect and Structural Engineer till the completion of the building.

AND WHEREAS on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor's Architects Mr. Suresh N. Patel and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or 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 project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Vendor and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartments agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority has been annexed.

AND WHEREAS the Vendor has got the some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor while developing the project land and the said building and upon due observance and performance on 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 has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the Vendor for allotment of an Apartment/Flat No. **C-1806** on **Fifteenth** Floor in **Wing C** situated in the building being constructed in the said project,

AND WHEREAS the **carpet area of the said Apartment/Flat is 58.39 sq. mtrs., + usable area of Balcony adm. 6.60 sq. mtrs.** (carpet area as per

RERA which means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Apartment.)

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 has paid to the Vendor a sum of **Rs. 1,35,000/- (Rupees One Lakh Thirty Five Thousand only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Vendor both hereby admit and acknowledge) in the manner hereinafter appearing:

- i. Amount of Rs. 10,000/- (Rs. Ten Thousand only) paid by Cheque No. 000221 drawn on The Bank of Baroda, dtd. 15/07/2024.
- ii. Amount of Rs. 1,25,000/- (Rs. One Lakh Twenty Five Thousand only) paid by Cheque No. 000224 drawn on Bank of Baroda, dtd. 15/07/2024.

AND WHEREAS, under section 13 of the said Act the Vendor is required to execute a written Agreement for sale said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS, In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Apartment.

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

1. The Vendor shall construct the said building/s consisting of basement, ground, podium and eighteen upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- 1(a) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser Apartment/Flat No. C-1806 of

carpet area admeasuring 58.39 sq. mtrs. + usable area of Balcony adm. 6.60 sq. mtrs. on Eighteenth Floor of Wing C in the building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs. 42,75,000/- (Rupees Forty Two Lakh Seventy Five Thousand Only)**.

- 1(b) The Purchaser has paid on or before execution of this agreement a sum of Rs 1,35,000/- (Rupees One Lakh Thirty Five Thousand only) as advance payment or application fee and hereby agrees to pay to that Vendor the balance amount of Rs. 41,40,000/- (Rupees Forty One Lakh Forty Two Thousand Only) in the following manner: -
- i. Amount of Rs. 12,82,500/- (Rs. Twelve Lakh Eighty Two Thousand Five Hundred Only) (not exceeding 30% of the total consideration) to be paid to the Vendor after the execution of Agreement.
 - ii. Amount of Rs. 19,23,750/- (Rs. Nineteen Lakh Twenty Three Thousand Seven Hundred and Fifty Only) (not exceeding 45% of the total consideration) to be paid to the Vendor on completion of the Plinth of the building or wing in which the said Apartment is located.
 - iii. Amount of Rs. 29,92,500/- (Rs. Twenty Nine Lakh Ninety Two Thousand Five Hundred Only) (not exceeding 70% of the total consideration) to be paid to the Vendor on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
 - iv. Amount of Rs. 32,06,250/- (Rs. Thirty Two Lakh Six Thousand Two Hundred and Fifty Only) (not exceeding 75% of the total consideration) to be paid to the Vendor on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.
 - v. Amount of Rs. 34,20,000/- (Rs. Thirty Four Lakh Twenty Thousand Only) (not exceeding 80% of the total consideration) to be paid to the Vendor on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
 - vi. Amount of Rs. 36,33,750/- (Rs. Thirty Six Lakh Thirty Three Thousand Seven Hundred and Fifty Only) (not exceeding 85% of the total consideration) to be paid to the Vendor on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
 - vii. Amount of Rs. 40,61,250/- (Rs. Forty Lakh Sixty One Thousand Two Hundred and Fifty Hundred Only) (not exceeding 95% of the total consideration) to be paid to the Vendor on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Amount of Rs. 2,13,750/- (Rs. Two Lakh Thirteen Thousand Seven Hundred and Fifty Only) against and at the time of handling over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

1(c) The total price above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Goods & 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 Purchaser herein is well aware that and it is expressly agreed by and between the parties hereto that, the Purchasers agree/s to bear and pay the Goods and Services Tax (GST) as applicable on the present transaction of transfer and sale of the said apartment by the Vendor to the Purchaser.

If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment / executive power etc. levies any tax / duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund / betterment tax / sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, GST, penalties etcetera and put in force or shall be in force prospectively or retrospectively, in respect of the said flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Vendor then reimbursed) by the Purchasers. The Purchasers hereby indemnifies the Vendor from all such levies, cost and consequences. Provided that the Vendor shall provide to the Purchasers the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

1(d) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the 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, which shall only be applicable on subsequent payments. The vendor may charge the Purchasers separately for any upgradation/ changes specifically requested or approved by the Purchasers in fittings, fixtures and specifications and any other facility which have been done on the Purchasers request or approval but which have not been agreed upon herein.

- 1(e) The Vendor shall confirm the final carpet area, balcony area and terrace area that has been allotted to the Purchasers 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, balcony/sitout area and terrace 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 within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.
- 1(f) The Purchaser authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.
- 2.1 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, State and/or Central Government including environment department at the time of sanctioning the said plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter.
- Howsoever, for the purpose of defect liability on towards the vendor, the date shall be calculated from the date of handing over the possession to the purchasers for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said premises / building / phase/ wing as stated in the said agreement. That further it has been agreed by the purchasers that any damages or change done within the premises sold or in the building done by him or by any third person on behalf of the purchasers then the purchasers expressly absolves the vendor from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the vendor.
- 2.2 Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the [Apartments/Plot] to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installments 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 as provided in clause 1(b) herein above. ("Payment Plan").

3. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 8261.58 square meters only + DP Road widening area adm. 720.90 sq. mtrs. and Vendor has planned to utilize Floor Space Index of 36628.63 sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Vendor has disclosed the Floor Space Index of 36623.44 sq. mtrs. as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.
- 4.1 If the Vendor fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over the possession. The Purchaser 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 to the Vendor under the terms of this agreement from the date the said amount is payable by the purchaser (s) to the Vendor.
- 4.2 Without prejudice to the right of Vendor to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser 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 committing three defaults of payment of installments, the Vendor shall at his own option, may terminate this Agreement:

Provided that, Vendor shall give notice of fifteen days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at the e-mail address provided by the Purchasers, 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 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 Promoters shall refund the amount till then received from the Purchasers without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lakhs Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Purchasers, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT

or any other taxes charged by the Promoters to the Purchasers till the date of such termination and the Promoters herein shall be entitled to deal with the said premises with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Promoters shall not be considered as waiver of Promoter's absolute right to terminate this Agreement.

5. The fixtures and fittings with regard to the flooring and sanitary fittings to be provided by the Vendor in the said building and the Apartments as are mentioned in schedule III.

It is further expressly agreed by and between the parties hereto that the water supply through the water connections shall be subject to availability from the Nasik Municipal Corporation. AND the Purchasers are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the Purchasers shall have to pay for the water charges either by tanker or any other form.

In the project multi-storied high rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per the promoters policy there shall be no customization permitted inside or outside the said Premises.

6. The Vendor shall give possession of the Apartment to the Purchaser on or before 31st day of March 2026. If the Vendor fails or neglects to give possession of the Apartment to the Purchaser 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 the amounts already received by him in respect of the Apartment with interest at the same rate as may be mentioned in the clause 4.1 hereinabove from the date the Vendor received the sum till the date 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—

- Non availability of steel cement, or other building material, water or electricity supply.
- War, civil commotion or act of God.
- Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree/Order of any Court/ Tribunal/ Authority.
- Changes in any rule, regulations and bye laws of various statutory bodies and authorities from time to time affecting development and project.
- Delay in the grant of NOC, permission / license / connection / installation of any service such as lifts, electricity and water connections and meters to the project / Apartments premises, road NOC or completion certificate from the appropriate authority.

- Delay or default in payment of dues by the Purchaser/s under these presents.
- Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- Pendency of any litigation.
- Any Prohibitory or Injunction Order from any Court of Law.
- Any act beyond the control of the Vendor.
- Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoters as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Vendors shall be entitled to the extension of time for delivery of possession of the said Premises, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchasers agree and confirms that, in the event it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Purchasers the entire amount received by the Vendor from the allotment within **30** days from that date. After any refund of the money paid by the Purchasers, Purchasers agree that he/ she shall not have any rights, claims etc. against the Vendors and that the Vendors shall be released and discharged from all its obligations and liabilities under this Agreement.

Schedule for possession of the Common amenities: The Promoters herein is developing the said Property which consists of various phases having common amenities and optional facilities, the construction/development of the said common amenities as well as optional facilities will be completed in due course only after completion of construction of total wings/buildings on the said land provided subject to terms and conditions mentioned herein. The Purchaser/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said Premises on the ground of non completion of the common amenities and optional facilities as mentioned herein.

That the Purchasers further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said Premises shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Premises and he can cohabit in the said Premises. However if the Vendor is not allowed by the Purchasers or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Vendor.

- 7.1 **Procedure for taking possession** – The Vendor, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Purchasers intimating that, said premises is ready for use and occupation. The Purchasers herein shall inspect the said Premises in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Vendor as per terms and conditions of this agreement and take the possession of the said Premises within **15** days from the date of written intimation issued by the Vendor to the Purchasers herein. The Vendor agrees and undertakes to indemnify the Purchasers in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchasers agree(s) to pay the maintenance charges as determined by the Vendor/association of Purchasers, as the case may be.
- 7.2 The Purchaser shall take possession of the Apartment within 15 days of the written notice from the Vendor to the Purchaser intimating that the said Apartment is ready for use and occupancy.
- 7.3 **Failure of Purchaser to take Possession of Apartment** : Upon receiving a written intimation from the Vendor as per clause 7.1 the Purchaser shall take possession of the Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentations as prescribed in this agreement, and the Vendor shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable property tax, electricity charges and any other expenses and outgoing in respect of the said Premises and the Vendor shall not be liable for the maintenance, wear and tear of the said Premises.
- 7.4 **DEFECT LIABILITY:**
- A. If within a period of five years from the date of handing over the Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Vendor any structural defect in the Flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provision of service, such defects shall be rectified by the Vendor at his own cost within reasonable time thereof natural wear and tear notwithstanding. Whereas any kind of claim for defective workmanship shall have to be authentic in nature.
- B. Whereas defect liability for the period of 5 years from the date of receiving possession of the said flat is limited only to Structural Work, Waterproofing work, Brickwork and Plaster work and the same shall be rectified by the Vendor at its own cost. However the rectification cost in respect of cracks emerged due to Climatic Changes and variations in temperatures shall be borne by the Purchaser/s herein. The Purchaser/s shall not ask for any compensation in respect of expenses borne by him/her/them regarding the cracks emerged due to Climatic Change and variations in temperatures. The services provided by the Vendor such as lifts, CCTV camera system, Fire Fighting system, Intercom phone system,

pumps, C.P. Fittings, Hardware Fittings, Sliding Windows, Electrical Fittings etc. will have the guarantee and warranty as per the terms and conditions of the respective manufacturers/agencies which is/are providing such services to the Vendors. Whereas the Granite Stone Frames for toilets doors, windows, kitchen Otta etc. provided by the Vendors herein may have shade variation and the Vendor herein shall not be responsible for the same and as well as for Paint as it may fade in due course of time. Whereas, it is specifically understood by the Purchaser/s that certain facilities such as are provided free of charge by the Vendor to the Flat Purchaser/s, wherein any defect with respect to such facilities shall not be rectified by the Vendor and hence Vendor is not in any way responsible for damage of the same.

C. Disclosure regarding manufacturer's warranty;

The Vendor specifically discloses that, the manufacturers of certain appliances, equipments, standard fittings, machineries including electric pumps, etc will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Vendor is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

D. The Vendor herein by spending huge amount providing high quality specifications in the Said Flat and for the buildings which are under construction on the said Land which Vendor herein are constructing, hence Purchaser/s / unauthorised persons/ any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring etc. and considering this aspect and have the safety measures Purchaser/s are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Purchaser/s nor occupier of the said Flat or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the said Flat because wires will not take additional load and such act will be amount to be breach of condition of this transaction. Similarly after completion of the project and conveyance in the name of society/ association of apartment, such society/association of apartment will have absolute authority to expel the member for the said Flat and dispose of such Flat in market and refund the amount paid by the Purchaser/s to the Vendor herein being consideration of the said Flat. This condition is the essence of contract and Purchaser/s herein undertakes to abide the same.

E. The word defect herein above stated shall mean only the manufacturing defects caused on account of wilful neglect of the Vendor themselves and shall not mean defects caused by normal wear and tear, negligent use of the said Flat or the building/s by the Purchaser/s, abnormal fluctuations in the temperatures, abnormal heavy rains, damages from natural calamity etc. Provided further that the Purchaser/s shall not carry out alterations of whatsoever nature in the said flat or in the fittings therein, in particular. It is hereby agreed that the Purchaser/s shall not make any alterations in any

of the fittings, pipes, water supply connections or any of the erection (including Flooring / Dado) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Vendor, the defect liability shall become void.

F. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, such defect shall have to be certified by a Registered Consulting Engineer / Professional competent to determine the problem and then shall submit a report to state the defects in materials used, in the structure built of the Flat/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

8. The Vendors have made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Vendors in the title report of the advocate. The Vendors have also disclosed to the Purchasers nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Purchasers, as required by the law. The Vendors having acquainted himself/herself/ themselves with all facts and right of the Vendors and after satisfaction of the same has entered into this Agreement.
9. The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for residential purpose. The Purchaser shall use the allotted parking space only on Ground floor for purpose of keeping or parking the Purchaser's owned vehicle. The Vendor reserves the right of allotment of parking spaces to flat purchasers in the said project.
10. The Purchaser along with other Purchaser(s) of Apartment in the building shall join in forming and registering the Society or Apartment Association to be known by such name as the Vendor 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 Apartment association and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organization of Purchasers. No objection shall be taken by the purchasers if any changes or modifications are made in the draft bye-laws, or the memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or Apartment Association, as the case may be or any other Competent Authority.
 - 10.1 The Vendor shall, within three months of registration of the Association/ Society or within three months from the full completion certificate from Nashik Municipal Corporation, whichever is later cause to be transferred to the association/society all the right, title and the interest of the Vendor and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
 - 10.2 The Purchaser has paid on or before execution of this agreement the proportionate share (i.e. in proportion to the type of the Apartment as per

sanctioned building plan of NMC) of Ad hoc Maintenance Deposit of Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand Only) in respect of the project land and building/s namely, local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Apartment Association is formed and the said structure of the building/s or wings is transferred to it, the Vendor shall maintain the premises out of this deposit amount. The amount so paid by the Purchaser 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 favor of the Society or Apartment Association as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposit shall be paid over by the Vendor to the Society or Apartment Association, as the case may be.

Notwithstanding anything contained in this Agreement, on expiry of the ad hoc maintenance period, the Purchasers hereby agree/s to regularly and punctually contribute and pay his/her/their proportionate share towards the costs, charges, expenses, cess, taxes and all other outgoings etc., in respect of the transaction herein contemplated items specified in the Schedule III hereunder written, such share to be determined by the Vendor having regard to the type of each premise. The Purchasers will not be entitled to ask for adjustment of the deposit amount mentioned herein against the expenses and outgoings.

11. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Vendor, the following amounts: -
 - (i) Amount for share money, application entrance fee, formation, registration of the Society or Association of Apartments.
 - (ii) Amount for deposit towards Water, Electric, and other utility and services connection charges and deposits of electrical receiving
 - (iii) Amount of Rs. 1,25,000/- (In words Rupees One Lakh Twenty Five Thousand only) towards ad hoc maintenance deposit covering provisional outgoing for common municipal taxes, common water bills and common electric bills
 - (iv) Amount for Infrastructure Charges
 - (v) Amount for meeting all legal costs, charges and expenses, including professional cost of the attorney at law/advocates of the Vendor in connection with formation of said society or Apartment association and preparing its rules, regulations and by-laws and the cost of preparing and engrossing the conveyance.
 - (vi) Amount towards Goods & Service Tax.

12. It is further agreed by and between the parties that the Vendors shall not be liable to pay the adhoc maintenance charges for the UNSOLD premises till final conveyance of the said UNSOLD premises. It is further agreed and understood between the Parties that after the formation of the Organization/Society, the Vendors shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold premises,

units, etc. and all the amenities and facilities in the said Project. The Vendors shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the unsold flat along with the other amenities in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice without payment of any premium or transfer fees or charges, donation or compensation or costs in any form. Neither the Purchasers herein, nor the Organization/Society shall object to or dispute to any such transaction dealing with the unsold units. The vendors upon intimating to the Organization/Society the name or names of the Purchasers or acquirer/s of such unsold flat and amenities, the Organization/society shall forthwith accept and admit such Purchasers and acquirer/s as the Flat Purchasers and shareholder/s and/or members of the Organization/society, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/ recovering from such Purchasers and acquirer/s as any premium, fees, donation or any other amount of whatsoever nature in respect thereof.

13. At the time of registration of conveyance of the structure of the building or wing of the building, the Purchaser shall pay to the Vendor, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Association of Apartments or any document or instrument of transfer in respect of the structure of the said building/wing of the building. At the time of Registration of conveyance of the project land, the Purchaser shall pay to the Vendor, the Purchasers' share of stamp duty and registration charges payable, by the said Apex body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

14. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser as follows:

- i. The Vendor 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 implementation of the Project;
- ii. 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;
- iii. There are no encumbrances upon the project land or the Project
- iv. There are no litigations pending before any court of law with respect to the project land or Project
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building is valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and

permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the 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 and common areas;

- vi. The Vendor has the right to enter into Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The 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 manner, affect the rights of Purchaser under this Agreement;
- viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Purchasers.
- x. 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;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor in respect of the project land and/or the Project except those disclosed in the title report.

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

- i. To maintain the said Flat premises, at the Purchaser's own costs, in good tenable, repair and condition from the date of License to enter the said Flat premises is taken and shall not change/alter or make addition in or to the building or in or to the said Flat premises itself or any part thereof or do or suffer to be done anything in the staircase or any passages, which, may be against rules, regulations or bye-laws concerned local or any other authority.
- ii. Not to store in the said Flat premises any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure or the building or storing of which goods is objected by the concerned Local or other Authority and shall not carry or cause to be carried any heavy packages on the upper floors which may damage or are likely to

damage the staircase, common passage, lift or any other structure of the building and in the event of any such loss, injury or damage caused to the said Flat premises on account of negligence or default of the Purchaser, the Purchaser shall be liable to make good the same at his/her/their own costs and shall be liable for all the consequences arising on account of the breach thereof.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartments 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 shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the said Flat premises or any part thereof nor at any time make or cause to be made any addition or alteration in the elevation and outside color scheme of the building and shall keep the walls and partition walls, sewers, drains, pipes in the said Flat premises and appurtenances thereto in good and tenable, repair and condition and in particular, so as to support, shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs, girders or RCC, Partis or any other structure member in the said Flat premises without the prior written permission of the Vendor, and/or the said **OMKAR TOWERS**.
- v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat premises of the said land and building.
- vi. 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 said premises is situated.
- vii. The Purchaser shall not let, sub-let, transfer, assign or part with the license to enter into the said Flat premises until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up and that too only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has first obtained the consent, in writing, from the Vendor in that behalf.
- viii. To bear and pay increase in local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said Apartment and also any

additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said flat by the flat Purchaser/s.

- ix. The Purchaser shall observe and perform all the rules and regulations which the Society or Association of Apartments may adopt at its inception and the additions, alterations thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other Public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Association of Apartments regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- x. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Association of Apartments 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 and Project Land or any part thereof to view and examine the state and condition thereof.
- xi. The purchaser/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her unit. Purchaser/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. No one can disturb the outer elevation as well as allowed encroachments on the common and restricted areas. The Purchaser/s shall not cause any nuisance to other Purchaser/s and occupiers and Vendor in any manner whatever.
- xii. Till a separate electric meter or a water meter is installed/ allotted by the MSEB/concerned authority, the purchaser/s herein, hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his / her Apartment / unit.
- xiii. If after delivery of possession of the said unit, the vendor or association/society is required to carry out repairs including for stopping leakage of water in the toilet, then the purchaser/s herein shall permit association/society to carry out such repairs without delay and shall give required help therefore. If such leakage is due to alterations made by the purchaser/s or due to negligence of the purchaser/s then the purchaser/s shall be liable to carry out the said repairs and to pay the costs therefore.

- xiv. Not to cause nuisance and annoyance to occupiers and not to use the premises for immoral or illegal purposes.
 - xv. Not to carry out additional structures in the building or cover the terrace outside the building.
 - xvi. The Apartment purchaser/s shall observe and perform all the rules and regulations which the association of Apartments/society owners may adopt at its inception and the additions, alteration or modifications thereof may be made for the protection and maintenance of the said building. Further the Apartment purchaser/s shall observe and perform the building rules, regulations and bye laws for the time being of the concerned local authorities.
 - xvii. To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including the recitals thereof) and if the Purchaser neglects, omits or fails to pay any amount for any reason whatsoever to the Vendors due and payable under the terms and condition of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulation herein contained, the Vendors or any of them shall be entitled to re-enter upon and resume possession of the said Premises and every part thereof and in that event this Agreement shall ipso facto stand terminated. The Purchaser herein agrees that on the Vendors re-entering on any part of the said Premises, as aforesaid, all the claims, contentions, demands and the right, title, and interest of the Purchaser in or to the said Premises and under this Agreement shall ipso facto cease and the Purchaser shall also be liable for immediate ejection as a trespasser. The Purchaser shall there upon cease to have any right or interest in the said Premises and in that event the purchase price till then paid to the Vendors by the Purchaser, shall within 30 days after such termination be refunded by the Vendors to the Purchaser, subject to the agreement under Clause 4.2 above.
 - xviii. The Vendor shall not be responsible for the consequences arising out of the changes in law or changes in Municipal and other Laws, rules, regulations, etc.
16. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association of Apartments or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
17. The Purchaser shall have no claim of any nature whatsoever, save and except in respect of the said Premises agreed to be sold to him/her/them hereunder by the Vendors. All open spaces, lobbies, terraces and all other common areas and other premises will remain the property of the Vendors until the ownership rights of the

said Property is duly assigned or transferred together with the said Buildings to the proposed Co-operative Society or Apartments Association as hereinafter mentioned, subject, however, to the rights of the Vendors as herein stated.

18. After (i) the said Building and all other structures and premises intended to be constructed by the Vendors on the said Property are duly completed and the same are ready for occupation; (ii) the Society or Apartments Association as aforesaid is formed and registered; (iii) all saleable premises in the said Building, have been duly sold and disposed off by the Vendors, (iv) the Vendors shall have received all dues receivable by them in terms of the respective agreements with the purchasers of all the said Premises in the said Building, including the Purchaser herein and (v) the NMC shall have granted it no objection and consent for the assignment of the said property unto and in favour of the Society or Apartments Association, the Vendors will execute the Deed of Assignment or conveyance deed in respect of the said property together with the said Building, the electric Sub-Meter, if any, in favour of such Society or Apartments Association, and till then, possession of the said Property and the said Building shall be deemed to be with the Vendors. Vendor and Purchaser have agreed on this.
19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, will remain the property of the Vendor until the said structure of the building is transferred to the Society/Association of Apartments and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.
20. **VENDOR SHALL NOT MORTGAGAGE OR CREATE A CHARGE**
 - A. 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 who has taken or agreed to take such Apartment.
 - B. The Promoters specifically reserves the right to offer and to create charge on Project (except the Said Premises) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to Promoters and the Purchasers has/have given and granted his/her/ their/its specific and unqualified consent and permission to Promoters for doing the same. The Purchasers whenever asked in support of by Promoters in this regard, shall give and grant to Promoters, his/her/their/its specific, full, pliance of this condition on the part of the Purchasers shall be of the essencefree and unqualified consent and permission for doing the same and strict com of allotment of the Said Premises. Failure on the part of the Purchasers to implement and comply with this essential condition will be treated as a breach of this Agreement and Promoters shall thereupon be entitled to cancel and terminate this Agreement.
 - C. The Purchasers hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by Promoters hereafter in this regard and within 7 (seven) days of receiving Promoter's written intimation in this regard, sign, execute and give to Promoters and in such form as may be desired by Promoters, any letter or other

document recording his/her/their/its specific, full, free and unqualified consent and permission for Promoters offering and giving Said Property and/or the Said New Buildings and/or the other buildings and structures proposed to be constructed on Said Property by Promoters or any part thereof (save and except the Said Premises), as security in the manner mentioned in sub-Clause hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of The Purchasers shall be of the essence of the contract and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchasers herein, Promoters has entered into this Agreement.

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/plot/building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

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

25. 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 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 and enforceable as applicable at the time of execution of this Agreement.

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

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

27. 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 or pursuant to any such transaction.

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

29. The Purchaser and/or Vendor shall present this Agreement at 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.

30. That all notices to be served on the Purchasers and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers or the Promoters by Registered Post A.D. or notified Email ID/Under Certificate of Posting at their respective addresses specified in the title clause of this agreement. It shall be the duty of the Purchasers and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Purchasers, as the case may be.

31. JOINT PURCHASERS

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

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

33. Stamp Duty and Registration: The charges towards stamp duty and Registration of this Agreement shall be borne by the purchaser.

34. GOVERNING LAW

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

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

SCHEDULE-I OF THE SAID PROPERTY HERE-IN-ABOVE REFERRED TO

All that piece and parcel of the Non-Agricultural land property of **Plot Nos. 33 to 36 total admeasuring area 8261.58 sq. mtrs. + FSI area 720.90 sq. mtrs.** bearing **Survey No. 163/1/2 to 5** lying, being and situated at Village : **NASHIK**, Taluka & District : Nashik, within the limits of Nashik Municipal Corporation and within the Registration and Sub-Registration District of Nashik, and collectively bounded as under: -

On or towards

East : Adjacent 12.00 mtr. wide Road
 West : Adjacent Nala
 South : Adjacent Plot No. 24 to 32
 North : Adjacent 30.00 mtr. Wide DP Road

All the said property together with all things appurtenant thereto and all rights of access and easement thereof.

SCHEDULE-II OF THE SAID FLAT PREMISES HERE-IN-ABOVE REFERRED TO

ALL THAT part and parcel of the constructed **Flat No. C-1806 adm. 58.39 sq. mtrs.**, + **usable area of Balcony adm. 6.60 sq. mtrs.** on **Eighteenth Floor** in **Wing C** building from and out of **OMKAR TOWERS**, duly constructed on the land property, more particularly described in Schedule-I written herein above, and bounded as under :-

on or towards

East : Passage
 West : Marginal Space
 South : Flat No. C-1805
 North : Flat No. C-1807

All the said Flat premises together with the amenities listed and written hereunder in the Schedule-III, together with all rights of easement and common facilities appurtenant thereto.

SCHEDULE-III OF AMENITIES TO BE PROVIDED IN SAID FLAT PREMISES

Structure :-

RCC frame structure
 External wall 6" thick and internal 4" thick Fly ash bricks.

Finish / Plastering :-

Sand face external plaster and Gypsum finish internal plaster
 External Paint will be in Acrylic & Internal Paint will be in Distemper.

Flooring :-

Vitrified ceramic 2' x 2' with skirting in living, kitchen, all bedroom & passage.
 Marble Kitchen Platform with Stainless Steel Single Bowl Sink
 Glazed Tile Dado above kitchen platform and Bathroom upto Lintel Level

Doors & Windows:-

Main Door frame : decorative with water-proof ply & laminated sheet
 Rest Door frame : Pre-cast RCC frame
 Main Door shutter : decorative flush door with quality fixture
 Rest Door shutter : Solid care flush door with quality fixture
 Bath & WC Doors : PVC doors

Windows Frame & Shutter: Marble window sill with three track powder coated alluminium sliding window with mosquito net.

Electification :-

Concealed conduit wiring with copper conductor and socket outlets in 3.5 numbers as per standard norms, power point for geysers in toilets & kitchens of modular boards.

T. V. point in living room

Provision for Washing Machine (Electrical point only)

Exhaust fan point in kitchen

Toilets :-

Shower provision for hot & cold water with Mixer Cock

WC Western Type for both Common and Attached Toilet.

COMMON EXPENDITURE TO BE PAID BY THE OCCUPANTS IN THE BUILDING

1. For the maintenance and upkeep of the total building and also for the maintenance of the electric wiring and motor pipe lines, drainage pipe lines.
2. For the maintenance of the overhead tanks and electric pump. Common electric expenses for the passage light in the landing, staircase marginal space as well as bore well electric consumption charges and relevant electrical common consumption charges.
3. Proportionate share for the payment of the N.A taxes,
4. For the payment of the watchman, and the sweeper and also for the regular maintenance of the cleanliness of the building.
5. Proportionate share for the payment of the salaries of the appointed servants and staff.
6. Salary to the person appointed for the recovery of the maintenance charges.
7. For the maintenance and repairs of CCTV Camera System, Fire Fighting System.
8. Costs of maintenance of lifts, its machinery.
9. Costs of maintenance of Gardens.
10. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building/s and the entire project.

IN WITNESS WHEREOF the parties hereto have executed this Deed on the day, month and year first hereinabove written.

SIGNED, SEALED & DELIVERED BY THE]
 WITHIN NAMED "**VENDOR**"]
M/s. OMKAR BUILDCON,]
 THROUGH ITS PARTNER,]
MR. NARENDRAKUMAR NANJI SOMANI,] _____
] **[VENDOR]**

SIGNED, SEALED & DELIVERED BY THE]
 WITHIN NAMED "**PURCHASER/S**"]
MR. MACHINDRA MARGU CHAUGHULE,] _____
] **[PURCHASER/S]**

In the presence of Witnesses:

1. _____

2. _____