AGREEMENT FOR SALE

BETWEEN

SANKLECHA CONSTRUCTIONS PVT. LTD.,
A private limited company registered under the Companies Act, 1956, having its registered office at Shop No. 1, Ground Floor, Pitru Mangal, M. G. Road, Nashik Road-422101, PAN:AAGCS0803A Represented by its Director Mr. Vijay K Sanklecha Age: 61 Years, Occ: Business

Email id :

(Hereinafter called **"PROMOTER/S,"** which expression shall unless it be repugnant to the context or meaning thereof mean and include its partners, successors in title, executors, administrators, legal heirs, authorised representatives and assigns) of the **FIRST PART**:

AND

_____
AGE - _____ YEARS, OCCUPATION:_____
PAN. _____
RESIDING AT:-_____
EMAIL ID _____

(Hereinafter called **"THE ALLOTTEE/S"**, which expression shall unless it be repugnant to the context or meaning thereof mean & include his/her/their respective legal heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

AND

MR.ANWAR HUSSAIN J. THIM,

Age :_____Years, Occ: Business, having his office at 310, Yusuf Building, 3rd floor, Veer Nariman Road, Mumbai– 400023, PAN AAAPT2475N

(hereinafter referred to as **"THE CONFIRMING PARTY"** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and assigns) of the THIRD PART;

WHEREAS The Confirming Party is the absolute owner of the properties described in the **First Schedule** and the Confirming Party has purchased the properties situated at Village – Pathardi and District-Nashik, under various sale deeds as enumerated hereinafter:

(i) The Confirming Party purchased the land bearing S.No.7/3 admeasuring 1 Hectare 77 Ares from Shantabai Sitaram Bhalerao and others with the consent of Shri. Vishnupant Trayambak Tufsakhare and others under the Sale Deed dated 23.05.1995 registered at Sr.No.2254 of 1995 in the Office of the Sub-Registrar, Nashik.

(ii) The Confirming Party purchased the land bearing S.No.8/2 admeasuring 1 Hectare 88 Ares from Shantabai Sitaram Bhalerao and others with the consent of Shri. Vishnupant Trayambak Tufsakhare and others under the Sale Deed dated 23.05.1995 registered at Sr.No.2255 of 1995 in the Office of the Sub-Registrar, Nashik.

(iii) The Confirming Party purchased the land bearing S.No.7/5 admeasuring 1 Hectare 22 Ares from Sunderabai Haribhau Donde and others with the consent of M/s. Namdeep Enterprises under the Sale Deed dated 28.06.1995 registered at Sr.No.5057 of 1995 in the Office of the Sub-Registrar, Nashik.

(iv) The Confirming Party purchased the land bearing S.No.8/5 admeasuring 1 H 31 Ares from Sunderabai Haribhau Donde and others with the consent of M/s. Namdeep Enterprises under the Sale Deed dated 28.06.1995 registered at Sr.No.5059 of 1995 in the Office of the Sub-Registrar, Nashik.

(v) The Confirming Party purchased the land bearing S.No.7/4 admeasuring 1 Hectare 24 Ares from Godabai Lahu Donde and others with the consent of M/s. Namdeep Enterprises under the Sale Deed dated 26.06.1995 registered at Sr.No.2895 of 1995 in the Office of the Sub-Registrar, Nashik.

(vi) The Confirming Party purchased the land bearing S.No.8/4 admeasuring 1 Hectare 30 Ares from Godabai Lahu Donde and others with the consent of M/s. Namdeep Enterprises under the Sale Deed dated 26.06.1995 registered at Sr.No.2894 of 1995 in the Office of the Sub-Registrar, Nashik.

(vii) The Confirming Party purchased the land bearing S.No.7/2 admeasuring 1 Hectare 23 Ares from Malhari Kisan Donde and others with the consent of M/s. Namdeep Enterprises under the Sale Deed dated 28.06.1995 registered at Sr.No.2961 of 1995 in the Office of the Sub-Registrar, Nashik.

(viii) The Confirming Party purchased the land bearing S.No.8/3 admeasuring 1 H 31 Ares from Malhari Kisan Donde and others with the consent of M/s. Namdeep Enterprises under Sale Deed dated 28.06.1995 registered at Sr.No.2962 of 1995 in the Office of the Sub-Registrar, Nashik.

(ix) The Confirming Party purchased the land bearing S.No.7/1 admeasuring 1 H 22 Ares from Gopichand Sakahram Donde and others with the consent of M/s. Namdeep Enterprises under the Sale Deed dated 26.06.1995 registered at Sr.No.2892 of 1995 in the Office of the Sub-Registrar, Nashik.

(x) The Confirming Party purchased the land bearing S.No.8/1 admeasuring 1 H 31 Ares from Gopichand Sakahram Donde and others with the consent of M/s. Namdeep Enterprises under the Sale Deed dated 26.06.1995 registered at Sr.No.2893 of 1995 in the Office of the Sub-Registrar, Nashik.

Thus the Confirming Party is the full and absolute owner of the properties bearing Survey no.7/1 to 7/5 and 8/1 to 8/5 totally admeasuring 13 Hectares 79 Ares more particularly described in the **First Schedule** hereunder. (the total land as described in the First Schedule is collectively referred to as **"the said Lands"** for the sake of brevity)

AND WHEREAS the Promoter is otherwise well and sufficiently entitled (having rights) to develop the non-agricultural property admeasuring 137900 Mtrs from and out of Survey No. S. No. 7/1 to 7/5 and 8/1 to 8/5 situated, lying and being at Village. Pathardi Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik, and more particularly described in the Second Schedule hereunder written and the entire property is referred to as **"Said Property" forming subject matter of these presents.**

AND WHEREAS The Promoters and the Confirming Party executed a development agreement for Joint Venture with respect to the said Lands bearing S. No. 7/1 to 7/5 and 8/1 to 8/5 situated at Village Pathardi Tal. and Dist Nashik and the said development agreement for joint venture is registered in the office of Nashik 5 at Sr. No 3101 on 29/03/2008 and the necessary stamp duty and registration charges are paid for the said agreement. Furthermore, in accordance with letter dated 20/07/2017, the Confirming Party herein has granted an extension for the time period in which to complete the construction and all ancillary aspects of the project being subject matter of these presents constructed upon 26804 sq. mtrs. of the Said Property.

AND WHEREAS the said Lands were converted into Non-Agriculture purpose by Collector of Nashik vide order No. Maha/Kaksha/3/4/NAPN/225A/2010 dated 18/10/2010

AND WHEREAS the sanction of building permit and commencement certificate for the Said Property has been issued by the office of the Nashik Municipal Corporation, Nashik vide commencement No. LND/BP/CD/B5/871/2623 dated 29.08.2011.

AND WHEREAS previously the entire said Lands was treated as Group Housing Scheme which was intended and proposed to be having a number of buildings and commercial spaces in an area admeasuring 1,37,900 sq. mtrs. from and out of which area as per norms applicable 5% amenity space and 10% open space was demarcated and set aside . As per statutory provisions of 2016 allocating area of 20 % for EWS Housing on all properties above 4000 sq. mtrs was made mandatory. Accordingly, the entire said Lands was inclusive of 10% amenity space, 20% LIG/ MIG and 10% open space was accordingly demarcated to accommodate the EWS Scheme. Thus, a tentative approved layout has been sanctioned showing the above bifurcation of such areas and location thereof by way of letter dated 31/12/2016 and bearing number LND/WS/B5/26/2016. The said land is converted into 10 plots as shown on said plan. The structure forming subject matter of these presents is located in Plot No.9 on the Said Property. The approved layout as on date as well as the tentative approved layout of 2016 have been attached to these presents at **Annexure C-1** and **Annexure C-2** respectively

AND WHEREAS the said Vendor/s has/have accordingly commenced a Residential scheme/project known as **"THE METROZONE HAMPSTON B1"** a scheme of Residential Apartments on the said property pursuant to the plans duly sanctioned by the concerned local authority.

AND WHEREAS the title of the said property has been certified by legal advisor of the said Promoter/s i.e Adv. Sikandar Sayyad;

AND WHEREAS the Promoters herein has entered into standard agreement with Architect Mr. G.V.Katale registered with the Council of Architects. Furthermore,

M/s. Mohan Sakhalkar and Associates has / have been appointed the Structural Engineer for this particular residential scheme/ project

AND WHEREAS the said Promoter has agreed to sell and the Allottee/s has/have agreed to purchase a **Flat No.____ on the ____ Floor** as per the booking plan which is made on the basis of the sanctioned building plans of local authority as stated herein above in the said building (hereinafter referred to as the said **"Apartment"**) more particularly described in the Schedules appearing hereafter, on ownership basis for the price & on the terms & conditions hereinafter appearing.

AND WHEREAS the Allottee/s confirm/s that the said Promoters have given inspection of originals of all the aforesaid documents as well as all necessary information promptly to the Allottee/s prior to the date of entering into these presents;

AND WHEREAS the Allottee/s is/are aware of the fact that the said Promoter/s has/have entered into or will enter into similar and/or separate agreement/s with several other person/s and party/ies in respect of other flats/premises in the said building on the said property;

AND WHEREAS relying on the Allottee/s representation and assurance, the said Promoter/s herein has agreed to sell and the Allottee/s herein has agreed to purchase a premises more particularly described in **Schedule A** hereunder and as delineated and identified in **Schedule B** and **Annexure D** hereunder at or for the total consideration as detailed and hereunder written.

AND WHEREAS relying upon the said request, the said Promoter/s agreed to sell to the Allottee/s the said Premises for the price and on the terms & conditions hereinafter appearing;

AND WHEREAS as per statutory requirements, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in

this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the said Flat/ Premises and the garage/covered parking (if applicable).

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

1. The Promoter shall construct the said building consisting of stilt parking and twelve upper floors thereupon on the said property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law. Also, in this regard, if the Allottee conducts changes of a nature which are as prohibited in these presents and / or prohibited as per common practice/s then the consequences same shall be not attributable to the Promoter herein, and shall be dealt with as detailed in these presents. The Allottee/s has/have given his/her/their irrevocable consent thereof and the Promoter shall be entitled to revise the plans, get them sanctioned from concerned Authority, construct the additional units permitted by concerned Authority and the Allottee/s shall fully co-operate with the Promoter to enable the Promoter to make any addition/alteration, or structure/s or construct new structure/s on the said Land/Property in accordance with the plans sanctioned or which may be hereafter sanctioned by the Concerned Authority / Local Body.

…… (Signature of Allottee/s)

2.a. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ..... of carpet area admeasuring ..... sq. mtrs. **(i.e. the Carpet area as per RERA)** (hereinafter referred to as **"the said Apartment"**) on ..... floor in the project constructed upon the said property / residential scheme named as **“THE METROZONE HAMPSTON B1”** more particularly described in **Second Schedule** hereunder written together with Adjacent Terrace admeasuring Carpet _____Square Feet i.e _____Square Meters and / or Balcony admeasuring

Carpet Area Square Feet i.e. _____ Square Meters **(as may be applicable and which is the area that is appurtenant to the said Apartment)**, and the Purchaser/s has/have agreed to purchase the same as shown in the Floor plan thereof hereto annexed and marked **Annexures B and D** for the consideration of Rs. ..... including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule annexed herewith. For the sake of clarity the Allottee acknowledges and understand that the Promoter herein has customers, who have registered the Agreement to Sale before 1st May 2017 (i.e. before enforcement of RERA) in respect of Flat in the said Project upon the Said Property and the Allottee/s is/are well aware about the fact that area calculation for the same was different and with a view to bring about parity and to ensure that the handover of Apartment and units in the entire project is done in a precise manner the prior calculation of the carpet area of the said Apartment would amount to _____ sq.mtrs. **(as per earlier statute / practice in this regard).**

2.b. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at _____ stilt being demarcated in the layout for the consideration of Rs. _____/-.

2.c. The total aggregate consideration amount for the apartment including garages/covered parking s-paces is thus Rs._____/- . The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....(Rupees .....) in the following manner :-

1	Provisional Booking / On Allotment	10%
2	On Agreement	10%
3	On Plinth	10%
4	On Completion of 1st Slab	03%
5	On Completion of 2nd Slab	03%
6	On Completion of 3rd Slab	03%
7	On Completion of 4th Slab	03%
8	On Completion of 5th Slab	03%
9	On Completion of 6th Slab	03%
10	On Completion of 7th Slab	03%
11	On Completion of 8th Slab	03%
12	On Completion of 9th Slab	04%
13	On Completion of 10th Slab	04%
14	On Completion of 11th Slab	04%
15	On Completion of 12th Slab	04%
16	On Completion of Flooring	05%
17	On Completion of common work of Building	05%
18	On Completion of External Plaster	05%
19	On Completion of Building	10%
20	On Possession	05%
		100%

2.d. The Total Price is subject to the encumbrances of the limited areas & facilities but excluding all expenses of stamp duty and registration fees, Service Tax, Value Added Tax (VAT), Local Body Tax (LBT), Goods & Service Tax (GST), any other incidental and applicable Indirect Tax etc., which will have to be paid by the Purchaser/s to the Promoter or concerned authority separately.

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

2.f. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from

the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

3.a. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

3.b. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

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

3.d. Without prejudice to the right of promoter to charge interest in terms of sub clause 3.c. above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three

defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee subject to adjustment and recovery of liquidated damages agreed at 10% of the unit cost within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. However such refund shall be deemed due and payable to the Allottee at the end of 12 months from date of receipt of Notice of Termination as issued by the Promoter or The Purchaser notice of termination as the case may be and shall be paid to the Allotte/s only after execution and registration of cancellation deed of this Agreement.

4. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of _____ 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 Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before_____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 3.c. herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

i) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any Act of God or any prohibitory order of any Court against development of the said plot; or

ii) any notices, orders, rules or notification of the Government and/or other public or Competent Authority; or

iii) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or

iv) delay in grant of any N O C / p e r m i ss i o n / l i c e n s e / c o n n e c t i o n for installation of any services, such as lifts, electricity and water connections and meters to the project/premises/road or Completion Certificate from the appropriate authority; or

v) Any stay or injunction order from any Court; or

vi) Pendency of any litigation; or

vii) In case of delay or default in payment of dues by the Allottees under these presents.

7.a. Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate / completion certificate from the competent authority and the full payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within such time as may specified in the said notice and from the date of issue of such notice. In this manner the Promoter shall give possession of the Apartment to the Allottee. The Allottee(s) agree(s) to pay the maintenance charges in the following manner:

Particulars	Amount

The Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate / completion certificate of the Project. The Promoter shall give possession of the Said Apartment to the Allottee/s on or before the date prescribed herein above and on receiving all the dues payable by the Allottee/s to the Promoter, if any. The Allottee/s hereby agrees and confirms that he/she/them does not have any objection with regard to receiving the possession of the Said Apartment at such early date from the Promoter herein and, as such, hereby admits and undertakes to make payment of full consideration in respect of the Said Apartment and all other amounts payable by the Allottee/s in respect of the Said Apartment at such early date, in the event the Promoter is able to expedite the development of the Said Apartment and handover the possession of the same at such early date. It is clarified that in the event the builder provides the possession of the Said Apartment to the Allottee/s at such early date, then such early date on which the Promoter offers the possession of the Said Apartment shall be construed as the possession date under this agreement and not otherwise.

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

7.c. Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.a., the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.a such Allottee shall continue to be liable to pay maintenance charges as applicable. However, the Allottee/s is/are well aware of the fact that regarding possession of the said Apartment, if the Allottee/s delays in acquiring possession for whatsoever reason, he/she/they shall be liable to pay interest/penalty in respect of handling charges amounting to a sum equivalent to balance (pending)

consideration (if any) with interest thereupon together with actual maintenance charges incurred and the prevailing rental rate calculated on a per month basis for every delayed month. It is specifically agreed between the parties hereunto that the Promoter is not responsible/liable to pay or share in the aforesaid expenses, outgoings, maintenance etc. in respect of the unsold premises, Apartments, units, apartments etc. in the project.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9.a. The Allottee along with other Allottees of Apartments in the building shall join in forming and registering the Apartment Association and Subsequent Federation to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Apartment Association and Subsequent Federation and for becoming a member, including the byelaws of the proposed Apartment Association and Subsequent Federation and duly fill in, sign and return to the Promoter within seven (7) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Competent Authority.

9.b. The Promoter together with the Consenting Party herein shall, within three months of registration of the Apartment Association, as aforesaid, cause to be transferred to the Apartment Association all the right, title and the interest of the Original Owner and / or Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated. Subsequent Federation (as may be mandated by procedure) will be required to be formed to ensure that the true intents of the project are completed and the Allottee/s are able to enjoy all benefits of the entire project as envisaged in an equitable manner.

9.c. The Promoter shall, within three months of registration of the Federation/apex body, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Original Owner and / or Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.d. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Apartment Association and Subsequent Federation (as may be mandated by procedure) is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building is executed in favour of the Apartment and Subsequent Federation (as may be mandated by procedure) as aforesaid.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) Rs. ..... for formation and registration of the Apartment/Federation/ Apex body;

(ii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Apartment/Federation/ Apex body;

(iii)Rs. ..... for deposit towards provisional monthly contribution towards outgoings of Apartment/Federation/ Apex body;

(iv) Rs ..... for deposits of Corpus Fund

11.a. The Allottee shall pay to the Promoter a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Apartment/Federation/ Apex body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance thereof.

11.b. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apartment/Federation/ Apex body on such conveyance or lease 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 Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Promoter hereby represents and warrants to the Allottee as follows:

12.a. The Co-Promoter i.e. the Consenting Party herein has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project in entirety;

12.b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

12.c. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

12.d. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

12.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 Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

12.f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

12.g. The Promoter and the Consenting Party (Co-Promoter herein)has/have 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 Allottee under this Agreement;

12.h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

12.i. At the time of execution of the conveyance deed of the structure to the association of allottee(s) the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee(s);

12.j. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

12.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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

13. DEFECT LIABILITY:

13a. If within a period of five years from the date of handing over the Apartment/Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment/Premises or the building in

which the Apartment/Premises are situated or any defects on account of workmanship, quality or provision of service, such defects shall be rectified by the Promoter 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.

13.b. Whereas defect liability for the period of 5 years from the date of receiving possession of the said Apartment/Premises is limited only to Structural Work, Waterproofing work, Brickwork and Plaster work and the same shall be rectified by the Promoter 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 Allottee/s herein. The Allottee/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 Promoter such as lift, pumps, C.P. Fittings, Hardware Fittings, Sliding Windows, Electrical Fittings, water pumps, Video Door Phones, Fans 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 Promoters. Whereas the Granite Stone Frames for toilets doors, dry terrace doors, windows, kitchen Otta etc. provided by the Promoters herein may have shade variation and the Promoter 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 Allottee/s that certain facilities such as are provided free of charge by the Promoter to the Apartment/Premises Allottee/s, wherein any defect with respect to such facilities shall not be rectified by the Promoter and hence Promoter is not in any way responsible for damage of the same.

13.c. Disclosure regarding manufacturer’s warranty: The Promoter specifically discloses that, the manufacturers of certain appliances, equipments, standard fittings, machineries including generator set for backup, STP, electric pumps, waste management plants, lifts, security equipments if any, electronic equipments if any, Solar System if any, Gym equipments if anyetc 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 Promoter is

in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

13.d. The Promoter herein by spending huge amount providing standard quality specifications in the Said Apartment and for the buildings which are under construction on the Said Land which Promoter herein are constructing, hence Allottee/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 Allottee/ss 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 Allottee/s nor occupier of the Said Apartment/Premises 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 Apartment/Premises 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 apartment association/ federation as the case may be, such apartment association/ federation as the case may be will have absolute authority to expel the member for the Said Apartment/Premises and dispose of such Apartment/Premises in market and refund the amount paid by the Allottee/s to the Promoter herein being consideration of the Said Apartment/Premises. This condition is the essence of contract and Allottee/s herein undertakes to abide the same.

13.e. The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter themselves and shall not mean defects caused by normal wear and tear, negligent use of the said Apartment/Premises or the building/s by the Allottee/s, abnormal fluctuations in the temperatures, abnormal heavy rains, damages from natural calamity etc. Provided further that the Allottee/s shall not carry out alterations of whatsoever nature in the said Apartment/Premises or in the fittings therein, in particular. It is hereby agreed that the Allottee/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 Promoter, the defect liability shall become void. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/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 Apartment/Premises/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

13. f. The promoters are constructing the building in RCC Walls and slab designed and casted using ALU FORM Technology. At the time of designing and casting of slabs, pillars beams simultaneous the RCC walls are designed and to be erected as aforesaid. Simultaneous to the completion of the said RCC work concealed plumbing and electrical wiring work will be completed by the promoters. On account of the construction in the manner of ALU FORM, the Allottee shall not be causing any change or modification with respect to the concealed plumbing and electrification as it is going to damage the construction caused by the promoter. In view of the completion of the construction in aforesaid manner the Allottee are not entitled to and are prohibited for causing internal changes in the premises by causing change in the partition wall of each of the room and it is also brought to the notice of the Allottee that all walls of the premises are pre-designed according to the floor plan of the building. It is further made clear that if the Allottee changes the internal partition walls and cause any change in the plumbing and electrical wiring and on account of which a damage is caused to the premises and further to part or entire building, the Allottee shall be responsible for payment of damages to the association and / or to the individuals as may be assessed and claimed by the competent Architect. The Allottee does hereby admit the aforesaid restriction for the use and enjoyment of the said premises and further assures the promoter and association that he shall not cause changes in the plumbing works, electrical wiring, columns, beams and internal walls after he accepts and receives the possession of the premises.

14.a. COVENANTS OF THE ALLOTTEE/S: The Apartment Allottee/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, doth hereby covenant with the Promoter

as follows for the said Apartment and also for the Building in which the said Apartment is situated.

i. To maintain the said Apartment at Apartment Allottee/s own cost in good tenantable repair and condition from the date of Completion Certificate or Possession whichever is earlier and the Allottee shall not do or cause to be done anything in or to the said Apartment or the Building in which the said Apartment is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said Apartment and/or the building in which the said Apartment is situated and the said Apartment itself or any part thereof.

ii. Not to store in/outside the said Apartment/building/surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or are likely to damage the staircases, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building in which the said Apartment is situated or to the said Apartment or any fatality on account of negligence or default of the Apartment Allottee/s in this behalf, the Apartment Allottee/s shall be liable for all the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter, provided that for the defect liability period such repairs shall be carried out by the Apartment Allottee/s with the written consent and the supervision of the Promoter if deemed necessary among the parties and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the Concerned Local Authority or other Public Authority. And in the event of the Apartment Allottee/s committing any act in contravention of the above provisions, the Apartment Allottee/s shall be responsible and liable for the consequences thereof to the Concerned Authority and/or other Public Authority.

iv. Not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the

said Apartment or any part thereof, or in or to the Building in which said Apartment is situated and not to make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable 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 or RCC, pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the apartment as the case may be. After possession of the said Apartment, the Allottee/s has/have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water lines, electrical lines, lift, power back up, pumps etc. and to carry out necessary repairs as and when required.

v. Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said Land and the Building/s or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and the Building/s.

vii. To bear and pay the local taxes, water charges, insurance and such other levies, if any, from the date of handing over possession of said Apartment and also pay 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 Apartment by the Apartment Allottee/s.

viii. The Apartment Allottee/s until conveyance shall not let, sub-let, give on leave and license basis, transfer, assign or part with Apartment Allottee/s interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Apartment Allottee/s to the Promoter under this Agreement are fully paid up and only if the Apartment Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Apartment Allottee/s has intimated in writing to the Promoter and obtained written consent thereof.

ix. The Apartment Allottee/s shall observe and perform all the rules and regulations which the Apartment 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/s 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 the Government and other public bodies. The Apartment Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Apartment regarding the occupation and use of the Apartment in the Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

x. Not to obstruct the development work for any reason and in any way.

xi. In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Apartment Allottee/s to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain Completion/Occupation Certificate as per such additions or alterations which work shall be done by the Apartment Allottee/s at his/her/its own costs and risk.

xii. The Allottee/s shall use the allotted Apartment only for agreed/ sanctioned/ permitted purpose and shall not change the use without prior written permission of the Promoter/ Assignor or Apartment as the case may be.

xiii. Not to cause any nuisance to other Apartment Allottee/s and Promoter in any manner whatever.

xiv. The Allottee/s shall use the said Apartment or any part thereof as per permit and the same to be used only for specific purpose as shown in the sanctioned plan.

xv. The Allottee/s or Occupier/s of the said Apartment shall not use the same as and for Massage Centre, Gambling House, Classes, Service Apartment, Hostel, group accommodation, Lodging Boarding or any illegal or immoral purpose.

xvi. The Allottee/s shall take required permission from the Local Authority for change of use.

xvii. The Promoter may complete part portion or floor of the building and obtain part occupancy certificate/s and give possession of the Apartment/s to the Allottee/s hereof and the Allottee/s shall not be entitled to raise any objection thereto. Upon the Apartment Allottee/s taking possession of the Said Apartment/s (including the Allottee/s taking possession of the Said Apartment) in such partly completed or portion or floor, the Promoter or their agents or contractors shall carry on the remaining work with the Allottee/s occupying his/her/their/its Apartment. The Allottee/s shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them/it.

14.b OTHER CONDITIONS

i. The Allottee/s is/are well aware of the building plan sanctions received by the Promoters herein as well as proposed sanctions which is to be received in future against balance FSI/TDR to be purchased/paid FSI or Future Premium/Extra FSI received from Local Authorities (IF APPLICABLE). Whereas the Allottee/s is/are also aware of the Specifications & Amenities to be provided by the Promoter in said Project and the same shall be as per the details attached and the Specifications hereunder mentioned. That the Promoter is only liable to provide the amenities which are mentioned in this Agreement. The sales representatives of the Promoters have not given any verbal commitments to the Allottee/s herein. The Allottee/s confirms that he/she/they will not demand any changes of whatsoever nature in the said Apartment/Unit which the Allottee/s intends to book. The Allottee/s herein is/are aware that the brochure provided by the Promoters is a replica of the proposed project and whereas the actual project will be as natural as it should be. The Allottee/s herein has/have been clearly communicated about the installments of payment to be done as per the Schedule mention hereunder written.

ii. That the Allottee/s shall be liable to pay Stamp Duty and Registration Fees to the State Revenue Department. The Promoter shall provide guidance in paying the said Stamp Duty and Registration Fees. However in case, the Allottee is not satisfied and wants to cancel the booking/Agreement then the Allottee/s herein shall be liable to receive only the amount paid by him/her/them out of

the Consideration Amount/Agreement Value. Whereas the Allottee/s shall be liable to approach to the concerned Authorities for refund of Stamp duty & Registration paid by him/her/them and the Promoters herein shall not be in any way responsible for the same.

iii. The Allottee/s is/are aware that the Promoter will be applying for Water connection on behalf of the Apex body to the Municipal Corporation after receiving Completion Certificate (as per rules of Nashik Municipal Corporation). However, the authority to sanction the application for waterline lies with Competent Authority as per its terms and conditions and whereas the supply of water by concerned Authorities shall be supplied as per daily schedule of Competent Authority and therefore The Promoter shall not be held responsible for the supply of water or low pressure of water.

iv. The Promoter assures that he would do all the necessary documentation on behalf of the apartment association/ federation as the case may be for acquiring Electricity Connection which shall be provided by MSEDCL. The Promoter herein assures that he would obtain the sanction regarding the same before possession. However, the Allottee/s shall not have any objection if it gets delayed by whatsoever reason (i.e technical reason, shortage of Electric meters with MSEDCL etc.). If such situation occurs, the Allottee/s herein is/are aware that he/she/they are required to obtain temporary connection from the meter of the Promoter by installing sub-meter. It is hereby understood that the electricity charges for the same shall be borne by the Allottee/s.

v. The Promoter herein is aware that he is required to provide Drainage line to the Apex body which shall be connected to drainage line of Nashik Municipal Corporation, and the same shall fall under the terms and conditions of Nashik Municipal Corporation. However, if the NMC drainage line is delayed due to any reason not attributable to Promoter or beyond its control, in such case the Promoter shall make necessary arrangements at the cost of the Allottee/s.

vi. The Allottee/s is/are aware that they may be required to execute and register a Supplementary Deed in case there are any variations or inclusion of new or additional rules as per RERA.

vii. It is specifically understood that the brochure/s published by Promoter from time to time in respect of the scheme is just an advertisement material and

contain various features such as furniture layout in a Apartment, vegetation and plantation shown around the building, scheme, vehicles etc. to increase the aesthetic value only and are not facts. These specification/ amenities are not agreed to be developed or provided.

viii. The Allottee/s is/are aware that the perspectives/elevation plans shown on the plans and/or in brochures are tentative and are likely to undergo change in course of construction. The Allottee/s shall have no objection/ complaints whatsoever on the account.

ix. The Allottee/s is/are hereby prohibited from raising any objection in the matter of allotment or sale accommodation / Apartment / garage / car parking etc., on the ground of religion / caste / creed or nuisance / annoyance / inconvenience for any profession / trade / business etc. that has been or will be permitted by Law or by Local Authority in the concerned locality.

x. In the event, the apartment association/ federation as the case may be is handed over the administration of the property before the sale and disposal of all the accommodation / tenements in the building/s all the powers, authorities and right of the accommodation to Allottee/s herein shall be always subject to the Promoter's over all right to dispose of unsold Apartments and all other rights thereon, it is specifically agreed between the parties hereto that for the unsold Apartments / tenements / units the Promoter herein shall and will not be liable or required to contribute towards the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold tenements nor will be Promoter or the new incoming Allottee/s be liable and required to pay any transfer charges, premium, etc.

xi. The Allottee/s authorizes and empower the Promoter to make representation by executing such documents and forms as may be necessary, for procuring electricity connection, water connection and meter for the said Apartment in the name of Allottee/s, Municipal Assessment of the said Apartment in the name of Allottee/s. The Allottee/s undertakes to bear all the expenses at actuals for the same, as levied by the Competent Local Authority for entire financial year, even if the possession of the said Apartment is taken later.

xii. The Allottee/s understands that the work of the development and construction on the said Land by the Promoter may continue even after grant of possession of the said Apartment to the Allottee/s. The Allottee/s shall not make any claims of any nature, relating to or on account of nuisance, annoyance, damages or compensation in this respect.

xiii. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said Apartment or of Building/s or a part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her/them and all common, area and facilities as described herein below will remain the property of the Promoter until the conveyance.

xiv. Any delay tolerated or indulgence shown or commission on the part of the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoter of any breach or non-compliance nor shall the same in any manner prejudice the rights of the Promoter.

xv. The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this Agreement.

xvi. The Allottee/s herein represents, assures and declares that neither the Allottee/s nor the members of the family are debarred or disentitled to acquire the said Apartment under any statute, notification, and rule for the time being in force.

xvii. The Allottee/s has/have read and understood all the terms and conditions of indemnity bonds/undertakings, etc. given by the Promoter to the Collector/Corporation or any other authority and terms and conditions mentioned in Commencement Certificate, NA order and Completion Certificate (if any) and Allottee/s agrees that this agreement is subject to the said terms and are also binding on him/her/them.

xviii. The Promoter herein may, if necessary and duly approved, be constructing the building/s on the said Land in phases and Allottee/s herein

undertakes not to raise any objection on any ground whatsoever & shall not obstruct the construction in any manner.

xix. The Promoter shall have a first charge and/lien on the said Apartment in respect of any amount payable by the Allottee/s under the terms and conditions of this Agreement.

xx. The Promoter shall be entitled to allot by way of lease or license a portion of the said Land to any Government / Semi Government / Local authority / MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Allottee/s shall not be entitled to raise any objection or grievance about the same.

xxi. The Allottee/s herein admits and agrees to always admit that, after delivery of possession of the Said Apartment by the Promoter to the Allottee/s herein, it will always be presumed that, the Promoter had discharged and performed all his obligations except formation of proposed Apex body and conveyance as stated hereto before in favour of such Apex body in which the Allottee/s herein will be member in respect of the Said Apartment, under the said agreement and as well as under The Maharash tra Ownership Apartments (regulation of the promotion, of the construction, sale, management and transfer) Act, 1963 and rules made thereunder and The Real Estate (Regulation & Development) Act, 2016 and rules made thereunder. The Allottee/s herein does not have any claim or grievance of whatsoever nature against the Builder.

xxii. That the Promoter herein may have allotted some open/covered parking to the customers, who have registered the Agreement to Sale before 1st May 2017 (i.e. before enforcement of RERA) in respect of Apartments in the said Project and the Allottee/s is/are well aware about the aforesaid allotment of parking and he/she/they have no objection for the same.

xxiii. If necessary, The Allottee/s hereby irrevocably authorizes and empowers the Promoter to represent him before the concern authorities in all matters regarding the property Tax, Assessment and Re-assessment and the decisions taken by the Promoter in this regard shall be binding on the Allottee/s. The Promoter shall represent the Allottee/s to do all the necessary things in all the

departments of the Nashik Municipal Corporation, Collector, Government, Semi-Government MSEDCL etc. and the same shall stand ratified and confirmed by the Allottee/s personal representation in the form of signature, the Allottee/s shall sign the same and shall not withhold the same for any reason whatsoever.

xxiv. The Allottee/s shall not join two adjacent Apartments and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said Apartment.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Apartment Association or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

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

18. BINDING EFFECT Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty)

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

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

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case

may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. 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.

24. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nashik.

25. The Allottee and/or Promoter shall present this Agreement as well as the at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter or it authorized representative / Attorney Holder together with Conenting Party or it authorized representative / Attorney Holder will attend such office and admit execution thereof.

26. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below: Name of Allottee (Allottee's Address) Notified Email ID:_____ M/s Promoter name (Promoter Address) Notified Email ID: _____ It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

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

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

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

30. 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 District courts will have the jurisdiction for this Agreement

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

SIGNED, SEALED AND DELIVERED
By the within named "THE PROMOTERS"
M/s. SANKLECHA CONSTRUCTION PVT. LTD.
Through its Director

Mr. Vijay Kachardas Sanklecha _____

SIGNED, SEALED AND DELIVERED
by the within named "THE CONFIRMING PARTY"

Mr. Anwar Hussain J. Thim _____

SIGNED, SEALED AND DELIVERED
by the within named "THE ALLOTTEES/S"

Mr./Mrs XXXXXXXXXXXXXXXXXXXXXXXXX, _____

In the presence of:

1. _____
   Name
   Address

2. _____
   Name
   Address

Receipt

Received on the day and year first herein below written a sum of

Sr. No.	Date	Ch Detail	Bank Details	Amounts
1	XXX	XXXX	XXXXXX	XXXXXX
			Total Rs.	XXXXXXX

(In words Rupees XXXXXXXXXXXXXXXXXXXXXXXXXX only)

I Say Received

M/s. Sanklecha Construction Pvt. Ltd.
Through its Director
(Promoters)

First Schedule
(Description of the said Larger Property) "The Said Lands"

All that piece of non - agricultural land situated lying and being at Village Mouje Pathardi, Taluka and District Nashik, Sub-District of Nashik within limit of Nashik Municipal Corporation and bearing Survey No. as follows

Survey no.	Area
7/1	1 H 22 Ares
7/2	1 H 23 Ares
7/3	1 H 77 Ares
7/4	1 H 24 Ares
7/5	1 H 22 Ares
8/1	1 H 31 Ares
8/2	1 H 88 Ares
8/3	1 H 31 Ares
8/4	1 H 30 Ares
8/5	1 H 31 Ares
Total	13 H 79 Ares ie. 1,37,900 sq. meters

and bounded as follows:,

On or towards East : By S.No.9

On or towards West : By 30 mtrs D.P.Road

On or towards North : By 18 mtrs D.P.Road

On or towards South : By S.No.6

Second Schedule
(Subject matter of these presents THE METROZONE HAMPSTON B1) "the Said Property")

All that piece of non - agricultural land situated lying and being at Village Mouje Pathardi, Taluka and District Nashik, Sub-District of Nashik within limit of Nashik Municipal Corporation and situated in an area admeasuring _____ sq. mtrs. from and out of Survey No.7 (PART) AND Survey No.8 (PART) and bounded together herein below as follows:

On or towards East : By Internal Road

On or towards West : By Internal Road

On or towards North : By THE METROZONE HAMPSTON B2

On or towards South : By Internal Road

Third Schedule
(Nature, extent and description of common areas and facilities)

1. The footings, RCC structures and main walls of the building
2. Staircase column and lift (if any) in the building/s.
3. Common drainage, water and electrical lines.
4. Water storage tanks& plumbing machinery, pumps etc.
5. Compound walls, fencing and gates, transformer rooms, Generator rooms.
6. Car parking spaces
7. Water featured vocal element
8. Children Play area
9. Senior Citizen Park
10. Amphitheater

SCHEDULE 'A'
DESCRIPTION OF THE APARTMENT AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

The premises to Residential on going scheme/project known as "**THE METROZONE HAMPSTON B1**" having Flat No. __, having Carpet Area Admeasuring _____Sq. Mtrs., on the First Floor, Which is bounded as shown below: -

East :

West :

South :

North :

SCHEDULE 'B'
FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

Name of the Attorney at Law/Advocate, Address : Date : No. RE. :
Title Report Details of the Title Report The Schedule Above Referred to (Description of property) Place: Dated …….day of ..... 20.....

ANNEXURE –B

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

ANNEXURE –C-1

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

ANNEXURE - C-2

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

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Apartment)

Ceramic Tile dado upto 7 ft in heights
Marble / Granite Stone Fascia for door openings
Wash basins with marble / granite counter or with pedestal
Pastel color / while sanitary ware
Jaquare or equivalent quality CP Fittings
Single lever hot and cold mixer with overhead shower
Concealed plumbing

Flooring

Virtified tiles and woode3n flooring for master bedroom

Kitchen configuration

Kitchen platform with granite top and S. S. Sink
Ceramic tiles dado upto 2 ft in heights above the platform

Electrical

Concealed fire resistant, heights quality copper wiring
Ample lights point with roma or equivalent modular switches
TV Point in living and master bedroom
Telephone point in living and master bed room
AC point in master bedroom
Provision for exhaust fan in kitchen and toilets

Utility Area

Washing arrangement with water line
Ceramic tile dado up to 3 Ft in heights

Doors and Windows

Flush door with both side laminates
Powder coated aluminum sliding windows

Internal Finish & paints

Internal walls finished with smooth coating of gypsum / lime
Smooth, surfaces with OBD paint finish.

ANNEXURE –F

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