Govt. Valuation Zone No. 19.2
Valuation Rate : Flat Rs.34,400/- per Sq.Mts.
Flat Carpet Area …….Sq. Mts.
Govt. Valuation Rs……./-
Consideration Rs……./-
Stamp-Duty Rs……./- & Reg. Fee Rs……./-

AGREEMENT FOR SALE

This Agreement made at Nashik on this….th day of the month of…….in the year Two Thousand and Nineteen….

...2

BETWEEN

Metaliya Developers, a Partnership Firm through Partner Mr. Bhupendra Bhikabhai Metaliya, Age- 44 yrs, Occup-Business,R/O. Omkar Heights, Wasan Nagar, Pathardi Phata, Nashik-422010 (Pan No.AAXFM8700C)……Hereinafter referred to as **The Promoter/ Builder** (which term includes it's successors, legal heirs, representatives etc) OF THE FIRST PART

AND

1**)Mr……..**,Age-….. yrs, Occup-…….., (Pan No. ……..…..) **and 2)Mrs……..,**Age-….yrs, Occup-……(Pan No……) Both R/O…… ……. Hereinafter referred to as **The Allottee** (which term includes their legal heirs, representatives, successors etc) OF THE SECOND PART

WHEREAS by Sale Deed Dt.22/11/2017 executed between Mrs.Shlia Vinod Mehta of the one part (hereinafter referred to as the Vendor) and the Promoter of the other part, which are registered with the Joint Sub-Registrar,Class-II,Nashik-1 at Sr.No.9125 Dt. 22/12/2017,the Vendor sold absolutely to the Promoter, an immovable properties being piece & parcel of freehold land bearing Plot No.13, 14 & 15 out of S.No.316/3 (bearing CTS No.6890 to 6893), lying & being at Pathardi, Tal. & Dist. Nashik & also in the Registration Sub-District of Nashik, admeasuring 721.40 Sq.Mts.(as per 7/12 extracts) or thereabouts & the all the said plots were amalgamated later on by the Promoter from Nashik Municipal Corporation vide letter No.B-5/AML/74 Dt.31/3/2018 & is now given Plot No. 13/14/15 & later an area of 22.43 Sq.Mts out of the total area of the said plot is trensferred in the name of Nashik Municipal Corporation for road widening purpose & this change is mutated vide M.E.No.26223 and now the said plot property is as more particularly described in the Schedule-I written hereunder (hereinafter referred to as 'the project land');

AND WHEREAS the Promoter is entitled & enjoined upon to construct building/s on the project land in accordance with the recitals hereinabove;

AND WHEREAS,the Promoter is in possession of the project land; AND WHEREAS, the Promoter has proposed to construct on the project land building/s of a Ground & Four Upper Floors;

AND WHEREAS, the Allottee is offered an Apartment bearing No.

……..on the ……..Floor (hereinafter referred to as 'the said apartment' in the building called '**Nilkanth Heights Apartment'** (hereinafter referred to as 'the said building') being constructed on the said project land by the Promoter'

AND WHEREAS, the Promoter 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 Promoter has registered the project under the provisions of the Act with The Real Estate Regulatory Authority at Mumbai No. ……..

AND WHEREAS, the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect & Structural Engineer till the completion of the building;

AND WHEREAS, on the demand of the allottee, the Promoter has given inspection to the allottee of all the documents of title relating to the project land and the plans, designs, specifications prepared by the Promoter's Engineer & Sturctural Engineer Mr.Manish Ratilal Navaparia and of such other documents;

AND WHEREAS, the authenticated copies of Certificate of Title issued by the Attorney at Law or Advocate of the Promoter, authenticated copies of extract of village form VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which apartments are to be constructed have been annexed hereto;

AND WHEREAS, the authenticated copies of plans of the building as approved by the concerned local authority have been annexed hereto;

AND WHEREAS, authenticated copies of plans and specifications of the Apartment agreed to be purchased by the allottee, as sanctioned and approved by the local authority have been annexed hereto;

AND WHEREAS, the promoter has got some of the approvals from the concerned local authority(s) to the plans. the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time so as to obtain building completion certificate of the said building;

AND WHEREAS, sanctioning the said plans concerned local authority and/or government has laid down certain terms, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land & the said building and upon due observance and performance of which only the completion certificate in respect of the said building/s shall be granted by the concerned local authority;

AND WHEREAS, the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS, the allottee has applied to the Promoter for allotment of an Apartment No…… on the ……. Floor in the said building being constructed on the project land;

AND WHEREAS, the carpet area of the said Apartment is …… Sq. Mts. and the carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, area under services shafts, exclusive balcony appurtenant to the said Apartment for the exclusive use of the Allottee or verandah area and exclusive open terrace 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 & stipulations contained in this agreement & all the applicable laws are now willing to enter into this agreement on the terms & conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid a sum of Rs. ……/- (Rupees ……Only) by Ch.No…… Dt…./…/……drawn on the ……..,being part payment of the sale consideration of the apartment agreed to be sold by the promoter to the allottee as advance payment (the payment & receipt Whereof the Promoter both hereby admit & acknowledge) & the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, under section 13 of the said act, the Promoter is required to execute a written agreement for sale of said Apartment with the allottee, being in fact these presents & also to register said agreement under the Registration Act-1908;

In accordance with the terms & conditions set out in this agreement & as mutually agreed by and between the parties, the Promoter hereby agrees to sell and the allottee agrees to purchase the said Apartment and the covered parking.

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 a ground & Four upper floors on the project land in accordance with the plans designs & 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 variance or modifications which may adversely affect the apartment of the allottee except any alteration or addition required by the Government Authorities or due to change in law.

1(a) The allottee hereby agrees to purchase from the Promoter & the Promoter hereby agrees to sell to the allottee Apartment No…… of carpet area admeasuring ……. Sq.Mts. on the …….. Floor in the building named as ‘ Shree Sai plaza Apartment’ (hereinafter referred to as ‘the Apartment’) as shown in the floor area thereof hereto annexed for the total consideration of Rs……/-(Rupees……..… Only)

1(b) The allottee has paid on or before the execution of this agreement Sum of Rs……./-(Rupees ……Only)
(not exceeding 10 % of the total consideration) as advance payment or application fee & hereby agrees to pay to the Promoter the balance amount of Rs……..…/-(Rupees ……..…… Only) in the following manner :-

i)Rs……/-(not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of the agreement.

ii)Rs……./-(not exceeding 45% of the total consideration) to be paid to the Promoter on or before the completion of plinth of the building in which the said apartment is located.

iii)Rs……./-(not exceeding 70% of the total consideration) to be paid to the Promoter on the completion of the slabs including stilt of the building in which the said apartment is located.

iv)Rs……./-(not exceeding 75% of the total consideration) to be paid to the Promoter on the completion of walls, internal plasters, floorings, doors & windows of the said apartment.

v)Rs……./-(not exceeding 80% of the total consideration) to be paid to the Promoter on the completion of sanitary fittings, staircases, lifts, wells, lobbies, up to the floor level of the said apartment.

vi)Rs……../-(not exceeding 85% of the total consideration) to be paid to the Promoter on the completion of external plumbing & external plaster, elevations, terraces with waterproofing of the building in which the said apartment is located.

vii)Rs……../-(not exceeding 95% of the total consideration) to be paid to the Promoter on the completion of lifts, water pumps, electrical fittings, electro, mechanical & environment requirements, entrance lobby/s, plinth protection, paving of areas appertain & all other requirements as maybe prescribed in the agreement of sale of the building in which the apartment is located.

viii)Rs……../-(Balance amount of 5% of the total consideration) to be paid by the allottee to the promoter at the time of handing over of the possession of the apartment to the allottee on or before receipt of completion certificate.

1(c) The total price of above excludes taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which are/may be levied, in connection with the construction of & carrying out the project payable by the Promoter) up to the date of handing over the possession of the Apartment and all such taxes shall be bourn & paid by the Allottee.

1(d) The total price is escalation free, save & except escalation/ 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 body/ Government from time to time. The Promoter undertakes & agrees that while raising a demand on the allottee for increase in development charges, cost or levies imposed by the competent authorities etc the Promoter shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the allottee, which shall only be applicable on the subsequent payments.

1(e) The Promoter shall confirm the final carpet area that has been allotted to the allottee after the construction of the building is completed & the completion 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 3%. 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 the allottee within 45 days with annual interest at the rates 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 the 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 Sq. Mts. As agreed in clause 1(a) of this agreement.

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

Note: Each of the installments mentioned in the sub-clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of floors in case of multi-storied building.

2.1) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over the possession of the apartment to the allottee obtain from the concern local authority completion certificate in respect of the apartment.

2.2)Time is essence for the promoter as well as the allottee. The Promoter shall abide by the time schedule for completing the project handing over the apartment to allottee & the common areas to the association of the allottees after receiving the occupancy certificate or completion certificate or both, as the case may be. Similarly, the allottee shall make timely payments of the installments & other dues payable by him/her & meeting the other obligations under the agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) hereinabove. (Payment Plan)

3) The Promoter hereby declares that the floor space index available as on date in respect of the project land is 698.67 Sq.Mts. only & promoter has planned to utilize floor space index of 1.80 by availing of TDR or FSI available on payments of premiums or FSI available as inventive FSI by implementing various schemes as mentioned in the development control regulation or based on expectation of increased FSI which may be available in future on modification to development control regulations, which are applicable to the said project. The promoter has disclosed the floor space index of 1.80 as proposed to be utilized by him on the project land in the said project & allottee has agreed to purchase the said apartment based on the proposed construction & sale of apartment 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

4.1) If the promoter fails to abide by the time schedule for completing the project & 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 became due & payable by the Allottee to the promoter under the terms of this agreement from the date the said amount is payable by the allottee/s to the promoter.

4.2) Without prejudice to the rights of promoter to charge interest in terms of sub-clause 4.1 above, on the allottee committing default in payment on due date of any amount due & payable by the allottee to the promoter under this agreement (including his/her proportionate share of taxes levied by concerned local authority & other outgoings) and on the allottee committing three defaults of payment of installments, the promoter shall, at his own options, may terminate this agreement: provided that, promoter shall give notice of 15 days in writing to the allottee, by RPAD 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 & recovery of any agreed liquidated damages or any other amount which may be payable to Promoter 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.

5)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 4.1 herein above from the date the Promoter received the sum till

the date the amounts and interest thereon is repaid, Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of (i) war, civil commotion or act of God;

(ii)Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

6.1)Procedure for taking possession:-The Promoter, upon obtaining the occupancy certificate from the competent authority & the 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 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

6.2)The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartment is ready for use and occupancy:

7) Failure of Allottee to take Possession of Apartment. Upon receiving a written intimation from the Promoter as per clause appearing in this agreement, the Allottee shall take possession of the Apartments from the promoter by executing necessary indemnities, undertakings & such other documentations as prescribed in this agreement & 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 provided in this agreement, the allotee shall continue to be liable to pay maintenance charges as applicable.

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

9) The Allottee along with other allottee(s)s of Apartments in the

building shall join in forming & registering the Association of Apartments to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association of Apartments and for becoming a member, including the bye- laws 01 the proposed Association of Apartments and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization 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

10.1)The Promoter shall, within three months of registration of the Society or Association of Apartments cause to be transferred to the Association of Apartments all the right, title & the interest of the Vendor/Lessor/Original Owner/ Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

10.2)The Promoter shall, within three months of registration of the Federation/Apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation, Apex body all the right, title and the interest of the Vendor/Lessor/ Original Owner/ promoter and/or the owners in the project land on which the building with multiple stories constructed within 15 days after notice in writing is given by the Promoter to the allottee that apartment is ready for use and occupancy, the Allottee shall be liable to 'bear the proportionate share (i.e. in proportion to the carpet area of the outgoings in respect of the project land and Building is namely local taxes, battement 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 & all other expenses necessary & incidental to the management and maintenance of the project land and building/so Until the Society or Limited company 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.

11) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Promoter hereby represents and warrants to the Allottee

as follows:

I.The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement & has 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;

ll.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;

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

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

V.All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approval licenses and permits to be issued by the competent authorities with respect to project land & said building shall be obtained by the existing laws and the Promoter has been and shall, at all times, remain with all applicable laws in relation to the Project common areas;

VI.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;

VII. The Promoter has not entered into any agreement for sale and/or development agreementor any other agreement /arrangement with any person or party with respect to the project land, including the Project and the said Apartment.

VIII) In any manner, affect the rights of Allottee under this Agreement;

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

X, At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees

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

XII.No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

12)The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

13.I) Not to store in the Apartment any goods which are of hazardous, or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods, objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in

case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

II) To carry out at his Own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

III.Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated & shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of Promoter and/or Society or association.

IV.Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. Not to throw to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

V. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local

authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

VI.The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid.

VII.The Allottee shall observe and perform all rules & regulations which the association of apartments/ Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority & of Government and other public bodies. The Allottee shall also observe & perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation 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 outgoings in accordance with the terms of this Agreement.

VIII.Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

IX. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee , the allottee shall permit the promoter and their surveyors and agents with or without workmen & others at all reasonable times, to enter into & upon the project land and or any part thereof to view & examine the state & condition thereof.

14) 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 co-operative society of association or company or towards the out goings, legel charges & shall utilise

the amount only for the purpose for the purpose for which the outgoings, legal charges & shall utilise the amount only for the purpose for which they have been received.

15) 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 any part there of. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body & until the project land is transferred to the Apex Body !Federation as the case may be.

16) THE PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-

After the Promoter executes this Agreement he shall not mortgage or create a charge on the a partment 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.

17) 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 received 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 there with including the booking amount shall be returned to the Allottee without any interest or Compensation whatsoever.

18)Entire Agreement:-

This agreement along with its schedules & annexure constitutes the

entire agreement between the parties with respect to the subject matter hereof and supersedes any & all understandings, any other agreements, allotment letter. correspondence arrangement whether written/oral if any between the parties in regard to the said apartment.

19) Right to Amend:-This Agreement may only be amended through written consent of the Parties.

20) PROVOSIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEE:-

It is clearly understood and so agreed by & between the Parties hereto that all the provisions contained herein & 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 purpose.

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

22) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :-

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

23) FURTHER ASSURANCE:-

Both Parties agree that they shall execute. acknowledge and deliver to the other such instruments and take such other actions, in additions to the instrument and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this agreement or of any transactions contemplated herein or to confirm or perfect any rights to be this Agreement

any transaction contemplated herein or to confirm or prefect any right to be created or transferred hereunder or pursuant to any such transaction.

24)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 above: 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 & letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

25) 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

26) Stamp Duty and Registration:- The charges towards stamp duty & Registration of this Agreement are borne & paid by the Allottee.

27) GOVERNING LAW :-

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

28) The Allottee shall pay to the Promoter the amount of expenses towards Water Connection and Electric Connection & Meter, as & when demanded by the Promoter, before handing over the actual & physical possession of the said apartment to the Allottee. The Allottee shall bear & pay the amount of One Time Maintenance of the said apartment to the Promoter as & when demanded by the Promoter, before taking possession of the said Apartment. The Promoter shall provide in the said apartment, all the amenities described in the sanctioned building plan & all the said amenities are as agreed by & between the parties hereto. The Promoter may provide, if possible, additional amenities in the said apartment, on the request of the Allottee at the cost of the Allottee, which shall be paid by the Allottee to the Promoter before taking possession of the said apartment.

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

First Schedule Above Referred to

All that piece & parcel of the landed property bearing Plot No. 13/14/15 out of S.No.316/3 (bearing C.T.S. No.6890 to 6893) situated within the Village limits of Pathardi, Tal. & Dist. Nashik also situated within the limits of Nashik Municipal Corporation, admeasuring 698.67 Sq.Mts.(as per 7/12 extract) and bounded jointly as follows:-

ON OR TOWARDS EAST:- Plot No. 1 & 2
ON OR TOWARDS WEST:- 7.50 Mt.Wide Colony Road
ON OR TOWARDS SOUTH:- Sanctioned lau-out plan of S.No.315
ON OR TOWARDS NORTH:- Plot No. 12

All that piece & parcel of the landed property alongwith all the easementary rights.

Second Schedule Above Referred to

All the piece, parcel & structure of the apartment property bearing **Apartment No…..** situated on the ……. Floor of the building named as **'Nilkanth Heights Apartment'** being constructed on the plot property described more particularly in the First Schedule written hereinabove, admeasuring ……..Sq. Mts. (Carpet) and bounded as follows:-

ON OR TOWARDS EAST:- ----------
ON OR TOWARDS WEST:- ----------
ON OR TOWARDS SOUTH:- ----------
ON OR TOWARDS NORTH:- ----------

All the said apartment alongwith separate electric connection, meter, common water connection & allotted parking.

Signed sealed & delivered by
the withinnamed Promoter
Metaliya Developers through Partner
Mr.Bhupendra Bhikabhai Metaliya ----------

Signed sealed & delivered by the
withinnamed Allottee
1)Mr……. ----------

2)Mrs……... ----------

In the presence of witnesses:

1) 2)

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