READY RECKNOR CHART No. : 1.3.5
GOVT. VALUATION : Rs. _____
CONSIDERATION : Rs. _____
STAMP DUTY : Rs. _____
REG. FEES : Rs. _____
GOVT. RATE : Rs. 33,000/-

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Nashik on this _____ day of _____ Two Thousand Eighteen.

BETWEEN

M/S SHREEJI REALTY (PAN No: ACYFS4189E), a partnership firm, through it"s partner **MR. ANJAN HASMUKHBHAI BHALODIYA,** age-31, occu-business, R/o- Plot No.44, Karmayogi Nagar, Near Govind Nagar, Nashik, hereinafter referred to as "**THE PROMOTER**", (which expression is unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, it"s other partners, their executors, administrators and permitted assignees); **PARTY OF THE FIRST PART**

AND

(1) _____,
Age: ____ years, Occupation: **_____,** PAN No. **_____,**
Aadhar No. __ ___ __ ____ ___ ____
R/at: _____,
_____.
(2) _____,
Age: ____ years, Occupation: **_____,** PAN No. **_____,**
Aadhar No. __ ___ __ ____ ___ ____
R/at: _____,
_____.
Hereinafter called the "**ALLOTTEE / PURCHASER/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his /her heirs, executors, successors in interest and permitted assignees) ; **PARTY OF THE SECOND PART**

The Promoter and Allottee / Purchaser/s shall hereinafter collectively be referred to as the "Parties" and individually as "Party"

W H E R E A S

(A) The land owner Mr. Janardhan Ramchandra Vanjari, Sau. Surekha Janardhan Vanjari and Kumar Akshay Janardhan Vanjari have entrusted t he development rights of the property Survey No.769/2, bearing Plot N o.3+4/B as per the subdivision admeasuring 2409.44 Square Meters, mo re particularly described in the Schedule I written hereunder to the Pro moter i.e. Shreeji Realty by executing a Development Agreement whic h is duly stamped and registered before Sub-Registrar Nashik at Serial No.3039 dated 19/10/2016. And in pursuance with the said Develop ment Agreement, General Power of Attorney is executed between Land ow ners and developer which is registered before Sub-Registrar Nashik at Serial No.3040 dated 19/10/2016.

AND WHEREAS the said Layout of Survey No. 769/2 was finally a pproved by Nasik Municipal Corporation vide it"s **Order No. N agarrachna Vibhag/B3/41 /12,** dated **02/02/2012**. The permission t o use the said property for non agricultural purpose was granted by the Collector Nashik vide order no. Mah./Desk 3/4/N.A. Case No.189/2008 dated 26/06/2008. The Mutation Entry No. 78255 is made and certified b y the revenue officer in respect of the sanction of layout and N.A. pe rmission.

(B)) The Promoter is well and sufficiently entitled to develop all th a t piece and parcel of land admeasuring area 2409.44 square met er s bearing Survey No.769/2, bearing **Plot no. 3+4/B** situated at vill ag e Nashik, Taluka Nashik, District Nashik (Hereinafter collectively the t ot al land referred to as **"The Said Land"**) which is more particu la rly described in the **Schedule - I** hereunder written.

(C)) The Promoter got the building plan sanctioned from Nashik Municip al Corporation vide Commencement Certificate bearing N o . **LND/BP/A3/78 /1028,** dated **08/12/2017,** in respect of buildings to be constructed on the said land.

A N D

i. The Promoter affirms that there is no covenants affecting the said property.

ii. The Promoter affirm that there are no impediments attached to the said property.

iii. i. The Promoter affirm that there is no Area occupied by the tenants and therefore there is no question of settlement with tenants. The Promoter is in absolute occupation and possession of the said property on the basis of the development agreement dated 19/10/2016.

iv. . The Promoter affirms that there is no illegal encroachment on the said property.

v. The Promoter affirms that title of the Property is clear and marketable and no permission (if any) required from any Government or Authority which affects the title to the property.

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

AND WHEREAS the owners of Plot No.3+4/A and 3+4/B have kept a road on the eastern side 6 meter vide and approximately 47.50 sq.mtrs. length to be used for approach only.

AND WHEREAS the Promoter is in possession of the project land being the developer.

AND WHEREAS the Promoter has floated the ownership scheme on the said land under the name and style of "**SHREEJI SKY GREENS"** and propose to construct on the said land consisting of 2 (two) wings out of which 1 (one) Wing is already under construction.

AND WHEREAS the Promoter has decided to construct the project as per the approved sanctioned plan granted by the Nashik Municipal Corporation as on date and the project will be re-approved, amended and changed and will be further sanctioned for the remaining / additional available FSI / TDR / Premium FSI and reapproved as per it will be necessary.

AND WHEREAS the Promoter has floated the ownership scheme on the said Land under the name and style of "**SHREEJI SKY GREENS"**

comprisingofvariousbuildingsconsistingofresidentialflats/apartments/shops.

AND WHEREAS by virtue of the Development Agreement dated 19/10/2016 and the General Power of Attorney dated 19/10/2016 which are registered in the office of the Sub registrar vide Registration no. 3039/2016 and 3040/2016 respectively on dated 19/10/2016. The Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Flat/ Apartments in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s with the Allottee / Purchaser/s, lessee, mortgagee, of the Flat/ Apartments and to receive the sale price / Loan / Construction Finance/ Equity in respect thereof.

ANDWHEREAStheAllottee/Purchaser/sonhis/her/theirrequestisoffered an Apartment/ Flat bearing number ____ on the _____floor, (hereinafterreferredtoasthesaid("**Apartment/Flat**")inthe___ wing, of the Building (herein after referred to as the said "**Building/Wing**") of the said project known as "**SHREEJI SKY GREENS"** by the Promoter.

AND WHEREAS the Promoter is in the process of applying for the registration of the Project "**SHREEJI SKY GREENS"** under the provisions of the Act with the Real Estate Regulatory Authority and on receiving the registration the same will be informed / conveyed to the Allottee / Purchaser/s.

AND WHEREAS the Promoter has entered into a standard agreement with Its Architect (hereinafter referred to as "the Architect"), who is registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture, the Promoter herein has appointed Origin Architects, Mr. Nitin Kute, office address – 55, ADIMAI, Sector C, Near Navashya Ganpati, Gangapur Road, Nashik as its Architect to liaison with the Nashik Municipal Corporation and all the construction on site has been as per the working drawings, and the guidance and supervision of Architect Mr. Nitin Kute.

AND WHEREAS the Promoter has appointed structural engineer Mr. Shailesh Dhumne, office address – S7/S8, Second Floor, Rajvee Enclave,

New Pandit Colony, Nashik as its Structural Engineer for the preparation of the structural design and drawings of the said project / buildings, and the Promoter accepts the professional supervision of the Architect and s tructural engineer till the completion of the said project.

The Promoter herein has reserved rights to change aforesaid Architects and Engineers before the completion of the building.

AND WHEREAS on demand from the Allottee/Purchaser/s, the Promoter has given inspection to the Allottee/Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2 016 (hereinafter referred to as "the said Act") and the Rules and Re gulations made there under.

AND WHERAS after the Allotee/ Purchaser/s enquiry, the Promoter h erein had requested the Allottee/Purchaser/s to carry out independent se arch by appointing his/her/their own Advocate and to ask any queries, he /she/they had regarding the marketable title, rights and authorities of th e Promoter herein & other related permissions and sanctions for co nstruction of the project. The Allottee/Purchaser/s has/have satisfied him self/herself/ themselves in respect of the marketable title rights and aut horities of the Promoter herein & other related permissions and san ctions for construction of the project. and accordingly, on sati sfaction of Allottee/Purchaser/s and their legal council, the Allottee/ Pur chaser/s has/have agreed to purchase the residential flat/ Apartment whi ch is more particularly described in the Second Schedule hereunder writt en and shown on the plan annexed hereto as **Annexure**, (here inafter referred to or called as **"THE SAID APARTMENT/ FLAT"**).

AND WHEREAS on demand from the allottee/ purchaser/s, the Promoter h as also given inspection to the Allottee / purchaser/s of all the do cuments of title relating to the project land and the plans, designs and specifications and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter refer red to as "the said Act") and the Rules and Regulations made there under; Allottee/Purchaser/s has/have satisfied himself/herself/ thems elves in all respect.

AND WHEREAS the authenticated copies of Certificate of Title issued by

the advocate of the Promoter and authenticated copies of the Property card/ extract of Village Forms VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project l and on which the flat/ Apartments are to be constructed have been h anded over to the Allottee / Purchaser.

AND WHEREAS the authenticated copies of the plan of the Layout or o ther authority wherever applicable of the said project as approved by th e concerned Local Authority have been annexed hereto and marked as **A nnexure**.

AND WHEREAS the copy of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and O pen Spaces are proposed to be provided for have been annexed hereto a nd marked as **Annexure**.

Following Documents as per the Provisions of Real Estate (Regulation a nd Development) Act 2016 (hereinafter referred to as "the said Act") ar e attached as herein under vide various Annexures and schedules.

1. A Copy of the layout plan approved from Nashik Municipal C orporation showing the said land and the total area in and a round is annexed hereto as **Annexure-I**,

2. The copy of the Title Certificate of the above mentioned p roperty is issued by **Adv. Manish Lonari** for the clear title o f the Promoter herein are annexed hereto as **Annexure-II**.

3. The copies of the 7/12 extract of the said land showing the nature of the title of the Promoter is annexed hereto as **Annexure – III.**

4. The copies of the plan showing layout of the Floor Plan of t he flat. The drawing/print/s showing the flat as agreed to b e purchased by the Allottee/ purchaser/s is annexed here un der to as the floor plan of the flat/apartment to be pur chased as **Annexure – IV**.

5. The copy of the plan showing layout of the car parking, showing the allotted parking to the Flat/ Apartment agreed to be purchased by the Allottee/ Purchaser/s along with the Fla t / Apartment is annexed hereto as parking plan as

Annexure-V.

6. The copy of the latest Commencement Certificate is annexed hereto as **Annexure- VI**.

7. The copy of the N.A. order by the Hon. Collector ate, Nashik is annexed hereto as **Annexure-VII.**

8. The specifications herein agreed to be provided by the Promoter in the Flat/ Apartment which is agreed to be purchased by the Allottee / Purchaser/s herein below is detailed in **Schedule-III**.

9. The specifications herein agreed to be provided by the Promoter in the said project which will be known as common amenities are detailed in herein below in **Schedule-IV**.

10. The common areas and the common facilities have been detailed in herein below as **Schedule – V**.

AND WHEREAS the clear block plan showing the project (wing) which is intended to be constructed and to be sold is attached herein below as **Annexure IV.**

AND WHEREAS the authenticated site plan (page 1 of the approved plan by the Nashik Municipal Corporation) along with which the Flat/Apartment is also approved and has been agreed to be purchased by the Allottee / Purchaser/s, as sanctioned and approved by the local authority has been provided to the Allottee / Purchaser/s. A separate copy in A2 size which is readable and understood by the allottee / purchase/s has been given to the allottee/ purchase/s which he / she/ they acknowledge to receive.

AND WHEREAS the Promoter has obtained the sanctions/approvals from the concerned local authority(s) to the plans, sections of the said building/s and shall obtain re-approvals from various authorities from time to time, so as to obtain Building Completion Certificate / Occupancy Certificate of the said Building.

The present Commencement Certificate for the said project is Commencement Certificate No. **LND/BP/A3/78/1028,** dated **08/12/2017.**

AND WHERAS THE ALLOTEE / PURCHASER/ IS / ARE WELL AWARE OF ALTERATIONS AND MODIFICATION IN SANCTIONED BUILDINGS PLANS:

The Promoter herein have specifically informed the Allottee/Purchaser/s that, the present sanctioned buildings plans received from the Concerned Development Controlling Authority / Local Authority is for the, part FSI of the said land only and further sanction to building plans for the remaining FSI of the said land and floating FSI/TDR is yet to be received and hence if the plans have to be changed the Allottee/Purchaser/s hereby gives his/her/their irrevocable consent to the Promoter herein to carry out such amalgamation, alterations, modifications in the plot lay out plans, layout plans of the buildings which are under construction or to be constructed on the said land. Also plan/s sanctioned or to be sanctioned for the building under construction or to be constructed and to change elevation of the building, landscaping, boundary walls or fencing and to convert constructed portion into terraces or vise a versa, as the Promoter feels right in their sole discretion he/they may think fit and proper and/or such modifications and alterations which are necessary in pursuance of any Law, rules, regulations, order or request made by the Nashik Municipal Corporation, Local Authority, Planning Authority, Competent Authority or Government or any Officer of any Local Authority.

The Allottee/Purchaser/s declare/s and confirm/s that he/she/they is/are aware that the said building/s in which the said flat/ Apartment is situated may be interconnected or joined with any adjacent building or new building/s under development or to be developed by the Promoter and that save and except the flat/ Apartment hereby agreed to be sold, the Allottee/Purchaser/s shall not have any right in the other tenements/flats, adjacent or interconnected building/s and covenants not to raise any objection or dispute for the Promoter right to rest, interconnect, connect or support the adjoining building/s or wing/s or other building/s with each other as may be sanctioned by the concerned authorities from time to time.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion /

occupancy certificate in respect of the said building/s / wing shall be granted by the concerned local authority.

The Allotee/Purchaser/s is /are satisfied about the all observations and performances of The Promoter which are observed / observing and performed / performing by the Promoter while developing the said project. The Promoter will comply all the conditions stipulated as above however the Promoter shall not be responsible for any other conditions / observant which is / are not stipulated as a term of condition while sanctioning the said plans and the promoter shall not be further responsible for any or all conditions/ stipulations laid down by the Authority which is / are not as per the prevailing rules, regulation and Act.

AND WHEREAS the Allottee / Purchaser/s has agreed to purchase the said flat/apartment based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee / Purchaser/s strictly.

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

AND WHEREAS the Allottee / Purchaser/s has independently made himself aware about the specifications provided by the Promoter in the said flat/ apartment and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as **Schedule III**.

AND WHEREAS the Allottee / Purchaser/s has been shown the conditions of contracts with the vendors/ contractors/ manufacturers and workmanship and quality stands of products/fittings and fixtures as agreed between Promoter and the vendors and on independently verifying the same the Allottee/ Purchaser/s has now agreed to the same as conditions mentioned in these contracts and that the Allottee /

Purchaser/s agrees to abide by the same failure of which shall absolve t he Promoter to that extent.

AND WHEREAS the Allottee / Purchaser/s has applied for flat/ apartment in the said project **"SHREEJI SKY GREENS"** vide application no. _____ dated _____ for a ____BedRoomHallKitchen flat/ apartment no. _____ having carpet area of _____square metresand exclusive balcony/sarea of _____square metersand terrace/s area of _____ square meters on _____ floor in Wing/building"___"ofthesaidprojectalongclosedparkingno. _____ admeasuring _____ square metre i.e. _____ squarefeet and pro-rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the said flat/ Apartment" and further _____squaremetersoflimitedcommonareas and facilities.

AND WHEREAS the present status of the flat / apartment which is being by virtue of this agreement is as below :-

It has been specifically agreed by the Allottee / Purchaser/s that he / s he / they have verified the stage of the construction of the flat / a partment and whole project as on date. The same has been inspected b y the Allottee / Purchaser/s and he is satisfied with the progress till da te, the quality and the amenities promised whatever is fitted. And also th e Allottee / Purchaser/s promises to pay the amount as per the current st age of construction of the project which is due today as per the construction stage, amounting to Rs. _____ (Rupees _ _____) within 30 days from the date of registration of this document.

AND WHEREAS relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Purchaser/s, the said flat/ apartment at t he price and on the terms, conditions, covenants, stipulations and pr ovisions hereinafter appearing.

AND WHEREAS the carpet area of the said flat/ Apartment is _____ square meters and "carpet area" means the net usable floor area of an f lat/ apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat/ A partment for exclusive use of the Allottee / Purchaser/s or verandah ar ea and exclusive open terrace area appurtenant to the said flat/

Apartment for exclusive use of the Allottee / Purchaser/s, but includes the area covered by the internal partition walls of the flat/ apartment. Also the 100% area of enclosed / open balcony plus 100% cupboard area plus 100% dry balcony plus 100% attached terrace area is also subject matter of the present Agreement. The subject matter of the present agreement is carpet area _____ sq.mtrs. as described above + (plus) balcony area ____ sq.mtrs. + (plus) terrace area _____ sq.mtrs. The total area of the said flat/ apartment is _____ sq.mtrs. The salable area of the entire flat/apartment for the exclusive use of the Allotteee / Purchaser/s is _____ sq.mtrs which is also _____ sq.feet.

To have the said area of the tenement which the Allottee/Purchaser/s agreed to purchase is/are actual carpet area of the tenement plus skirting and plaster thickness of the walls has to be considered. The adjacent terrace is having actual carpet area in light of the aforesaid formula. The proportionate share in the common areas, such as corridor, staircase, landings, passages, lift, entrance lobbies, all wall of the tenement, etc. is not defined separately, but which can be determined by multiplying the sum of carpet area of the Apartment/Flat plus the (carpet) area of adjacent terrace/s plus the carpet area of the open and enclosed balconies and thus the total area arrived by a factor of 1.35 which is mentioned above as salable area, which is for the calculation purpose only and not related to consideration. The consideration of the said apartment is calculated on the carpet area only. At the time of taking the possession the Allottee/Purchaser/s at his/her/their own discretion can get the area measured through an engineer or themselves, the said flat/ Apartment in light of aforesaid principle and if any difference more than 3% in the area is found then the consideration of the said flat/ Apartment shall be adjusted accordingly and either Promoter or Allottee/Purchaser/s as the case may be refund or pay the differential amount. After taking the possession of the said flat/Apartment by the Allottee/Purchaser/s it shall be presumed that the Allottee/Purchaser/s has/have no grievance under whatsoever head including as to built area/salable area, carpet area, height, length and width etc. of the said Apartment/Flat.

AND WHEREAS, the Allottee / Purchaser/s prior to execution of these presents has paid to the Promoter a sum of **Rs. _____ (Rupees _____ _____)**, being part payment of the sale price of the flat/ Apartment agreed to be sold by the Promoter to the Allottee / Purchaser/s as advance payment /

deposit / application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee / Purchaser/s has agreed to pay the remaining price of the flat/Apartment as prescribed in the payment plan as may be demanded by the Promoter within the time and the manner hereinafter appearing.

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

AND WHEREAS Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee / Purchaser/s hereby agrees to purchase the flat/ Apartment and the parking as specified hereinabove.

That the consideration as agreed between the parties is on lump-sum basis. Considering the area of flat/ Apartment, parking, common area and other relevant amenities of the said project.

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

Notwithstanding anything stated in any other document/ allotment/ letter/ E-mail/ cost sheet or any other form of communication given or communicated with the Allottee / Purchaser/s any time prior to this agreement is null and void and this agreement of sale shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said flat/apartment is agreed to be sold to the Allottee / Purchaser/s. The same has been explained, agreed and understood by the Allottee / Purchaser/s.

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

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allottee/ Purchase/s in respect of his flat / apartment as mentioned above in the said project.

AND WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

And that the Allottee / Purchaser/s has not given / not allowed to give and cannot give any third party any rights to enforce this said agreement unless the said flat / apartment is transferred to him/ her / them through a registered conveyance deed.

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

1 . CONSTRUCTION OF THE PROJECT/APARTMENT :

The Promoter shall construct on the said land, 2 (two) wings which will be known as "**SHREEJI SKY GREENS**" and the A Wing consisting of ground + mezzanine + 10 upper floors, the B Wing plan will be revised and described thereafter on the project land in accordance with the plans, designs as approved by the concerned local authority from time to time.

The Allottee/Purchaser/s declare/s and confirm/s that he/she/they is/are aware that the said building/s in which the said flat/ Apartment is situated may be interconnected or joined with any adjacent building or new building/s under development or to be developed by the Promoter and that save and except the flat/Apartment hereby agreed to be sold, the Allottee/Purchaser/s shall not have any right in the other tenements/flats/ Apartments, adjacent or interconnected building/s and covenants not to raise any objection or dispute for the Promoter right to rest, interconnect, connect or support the adjoining building/s or wing/s or other building/s with each other as may be sanctioned by the concerned authorities from time to time.

The Allottee/Purchaser/s hereby gives its written unconditional assent / consent for making the changes / alterations in the building plans which may affect the Flat/ Apartment of the Allottee/ Purchaser/s except any alteration or addition required by any Government authorities or due to change in law. The Allottee / Purchaser/s also hereby agree and give consent to the construction of the adjoining buildings and is made aware that the construction will go on from morning 6.00 am till mid-night 11.55 pm and it may cause dust, noise and movement of labour through the premises and along the premises. The Allottee / purchaser/s hereby understands and gives its unconditional assent and consent for the same.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee / Purchaser/s in respect of variations and modifications which may adversely affect the flat/ Apartment of the Allottee / Purchaser/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by Promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations inside the flat / apartment only as may be required by the Allottee / Purchaser/s but nothing can be done on the external face of the flat/ apartment/ building/ wing.

2 . CONSIDERATION/PRICE OF THE SAID APARTMENT :

1. The Allottee / Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee / Purchaser/s Apartment No. _____ on _____ floor in the wing ____, (hereinafter referred to as "**the Flat/ Apartment**") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs.** _____ **(Rupees** _____ _____ **)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities which are more particularly described in the **Schedules**.

2. The Allottee / Purchaser/s hereby agrees to take from the Promoter and the Promoter hereby agrees to allot to the Allottee / Purchaser/s Parking No____ situated at **Basement/stilt/mechanical parking**

being constructed in the layout inclusive in the total agreed consideration of the flat / Apartment. Further that the Allottee/ purchaser/s shall not in the future raise any dispute about the suitability of the said parking space as constructed by the Promoter.

3. The total aggregate lump-sum consideration amount for the Flat/ apartment alongwith parking spaces is thus **Rs. _____ (Rupees _____).** The said amount is agreed as **lump-sum** amount against the said flat / Apartment along with parking and along with the all the facilities and benefits attached to the said flat/Apartment as a member of associations of persons/apartment condominium.

4. The Allottee / Purchaser/s agrees and understands that timely payment/s towards purchase of the said flat/Apartment as per payment plan/schedule hereto is the essence of the Agreement. The Allottee / Purchaser/s has paid on or before execution of this agreement a sum of. **Rs. _____ (Rupees _____)** (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:-

i Amount of **Rs. _____ (Rupees _____)**, (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of this Agreement.

ii Amount of **Rs. _____ (Rupees _____)** (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat/ Apartment is located.

iii Amount of **Rs. _____ (Rupees _____)** (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slab including podium and stilt of the building or wing in which the said Flat/ Apartment is located.

iv. Amount of **Rs. _____ (Rupees_____)** (not exceeding 75% of the total consideration) to be paid to the Promoter on Completion of the walls, internal Plaster, flooring, doors and windows of the said Apartment.

v. . Amount of **Rs. _____ (Rupees _____)** (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircase, lift well, lobbies upto the floor level of the said Apartment.

vi. Amount of **Rs. _____ (Rupees _____)** (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of **Rs. _____ (Rupees _____)** (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirement, entrance lobby/s, plinth protection, paving of areas appertain and all other requirement as may be prescribed in the agreement of sale building or wing in which the said Apartment is located.

viii. i. Balance Amount of **Rs. _____ (Rupees _____ _____)** is to be paid to the Promoter on Completion at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

The Price overall has been arrived and agreed upon keeping in mind the promise of the Alottee/purchaser to make the payments as mentioned above irrespective of the existing work progress and proposed stage of construction of the project.

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out th e said Project payable by the Promoter up to the date of handing o ver the possession of the Flat/ Apartment.

The Allottee/Purchaser/s herein is/are well aware that, the building in w hich the said flat is situated and the building is under construction on th e said land, the construction of which is in progress and considering th e present status of the construction of the same, the All otee/Purchaser/s has/have agreed to pay the aforesaid agreed con sideration to the Promoter herein in the manner detailed herein abo ve.

The Allotee/Purchaser/s herein shall pay the aforesaid consideration to t he Promoters herein on due date or within 8 (eight) days from the Al lotee/Purchaser/s receiving the written intimation by email / courier/ sp eed post from the Promoter asking the Allottee/ Purchaser/s to make the payment. The Allottee / Purchaser/s herein specifically agrees that he/s he/they shall pay aforesaid amount along with the GST and any other ta x / cess applicable from time to time and the rate of suc GST, etc. may c hange and the allottee/ Purchaser/s agrees to pay the above as per the prevailing rate on the day of payment. The prevailing rate can be c ross verified by the allottee/ purchaser/s by visiting the web site of the concerned department / authority.

PAYMENT ON TIME IS THE ONE OF THE MAIN AND IMPORTANT ESSENCE OF THIS AGREEMENT FOR SALE.

The Promoter herein informed to the Allotee/Purchaser/s herein that, a foresaid payment has to be made by the Allotee/Purchaser/s by Ch eques/Demand Draft/RTGS issued/drawn in the name of "M/s Shreeji Rea lty" payable at HDFC Bank, Indira Nagar Branch, Nashik, bearing Account No. _____ _ _ _ _ _ _ _ _ _ _ _ , I F S C C o d e H D F C 0 0 0 0 8 7 8 .

However in case the Allotee/Purchaser/s making any payment by any o utstation cheques/demand drafts, the date of payment shall be treated a s and when the said amount is credited to the account of the Promoter a nd only to the extent of the amount left after deduction of any

commission/ collection charges or other charges which may be charged b y the bank.

It is agreed that, the Allotee/Purchaser/s has to pay GST or any other t ax/ levies/ cesses as applicable time to time as per the rules, notificati ons of any government / government body along with the document addit ional to the above mentioned cost but, if at any time, after execution of this agreement, any additional tax/duty/charges/premi um/cess/ surcharge etc. such as GST, Additional premium, etc or by wha tever name called, is levied or recovered or becomes payable under any status/rule/regulation notification order/either by the Cent ral or the State Government or by the local authority or by any revenu e or other authority, in respect of the said land or the local authority, in respect of the said land or the said Flat/ Apartment or this Agreeme nt or the transaction herein, shall exclusively be paid / borne by the Allotee/Purchaser/s along with interest, if any. The Allotee/Purc haser/s shall pay within 7 (seven) days to the Promoter the amount t owards such tax / duty / charges / premium / cess / surcharge, etc. a s and when charged and demanded by the Promoter.

5. The Promoter have at their sole discretion to appoint a managem ent Company for providing the maintenance of the building/s and com mon amenities for a period up to a period of 1 (one) Year. The said maintenance services shall be only towards the common areas and amenities and payment of bills for common water pumps/ lights, etc. and general maintenance of the building, common areas, garden, etc. l ifts, security systems, and other equipment, etc. and provision of sec urity services can come from any Security Agency. From the date on the l etter of the possession for fit-out in respect of the said flat to the Al lotee/Purchaser/s herein shall be liable to bear and pay the m aintenance charges to the maintenance company. For the afore said p urpose at the time of delivery of possession of the said flat, the Al lottee/ Purchaser/s herein has agreed to pay **Rs. 1,000/- (Rup ees On e Thousand Only)** per month upto initial 12 (twelve) mon ths, sub ject to revision on mutual consent of Association of Apartment and other service provider. The said Association of Apartment shall cause the mainte nance as stated above for the said period utilizing the said amoun ts. It is also understood and agreed that in an event the mo nthly amou nt as stated above falling short for the maintenance of the p roject and it seems to be insufficient to keep the project in the best of its

condition then the Governing body of the Association of Apartment shall take the decision to increase the maintenance amount and the same increased amount shall be binding on all the Allottee / Purchaser/s of the project and everyone shall adhere to this increase and pay the increased maintenance amount immediately without any delay to the Association of Apartment. The Allotee/Purchaser/s shall also be liable to pay any taxes such as GST or any other taxes, etc., if applicable as regards to the said maintenance service to be provided by the Association of Apartment. It is specifically agreed and covenanted that the Allotee/Purchaser/s who will become the member of the ultimate organization by purchasing the flat/apartment, shall not raise any dispute as regards the maintenance to be carried out by the Apex body of the said Association of Apartment.

The Allotee/Purchaser/s shall further also deposit with the Promoter at the time of taking possession of the said Flat/ Apartment Rs.2,15,000/- (Rs. Two Lakhs Fifteen Thousand Only) for small apartment and Rs.2,65,000/- (Rs. Two Lakhs Sixty Five Thousand Only) for large apartment, as per the size of the flat towards maintenance deposit/corpus. The amount to be paid towards the maintenance deposit/ corpus is **Rs. _____ (Rupees _____).** Total deposit received from all the allotee/ purchaser/s together will be kept by the Association of Apartment secured with some nationalized bank as a fixed deposit with four Authorized Signatories and the interest received from such fixed deposit will be used towards the maintenance of the project. The said maintenance deposit/corpus shall be handed over without any interest to the Association of Apartment of the allottee/ purchaser/s on the said being formed and within 90 (ninety) days after receiving the letter from the apex body of the Association of Apartment along with the resolutions passed in the General body meeting to take over the amount from the promoter and deposit it in the specific bank where the account of the Association of Apartment has been opened. After receiving a written request only signed by the Apex body along with the resolution as mentioned above the promoter within 90 (ninety) days from the date of this letter will hand over the entire amount collected against corpus funds by a single cheque to the Association of Apartment of the said project.

It is specifically covenanted that the Allottee/ Purchaser/s has/have made himself/herself/ themselves well aware of the concept of

maintenance through the maintenance company and the Promoter have given all necessary information thereto to the Allottee / Purchaser/s and having completely satisfied themselves, the Allottee / Purchaser/s has/have entered into these presents and further covenant not to raise any dispute thereto in future, including through the ultimate organization of the Flat / Apartment purchasers.

The Promoter shall provide mechanical parking in the said project, the said mechanical parking shall be allotted to some of the Allottee / Purchaser/s, but shall be maintained by association of apartment owners or society which ever the case may be. However the maintenance amount shall not differ on the basis of the parking.

6. The Total Price is escalation-free, save and except increases which the Allottee / Purchaser/s hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee / Purchaser/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee / Purchaser/s, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee / Purchaser/s separately for any up-gradation/ changes / additional work as specifically requested or approved by the Allottee / Purchaser/s in fittings, fixtures and specifications and any other facility which have been done on the Allottee / Purchaser/s request or approval but which have not been agreed upon herein.

The Promoter herein on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing / by digital E-mail / by SMS message / by whatsapp message to the Allottee / Purchaser/s and the Allottee / Purchaser/s shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee / Purchaser/s herein specifically agrees that he/she/they shall pay the aforesaid amount along with the Service Tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each installment.

2.8. The Promoter may allow, in his/her/their sole discretion, a rebate

for early payments of installments payable by the Allottee / Purchaser/s by discounting such early payments @ 9% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee / Purchaser/s by the Promoter. The same if requested by the Allottee / Purchaser/s and only after written consent by the Promoter and a written statement to that effect immediately will only be considered. Any claim later after 15 days from such payment will not be considered and will not be adjusted during the full and final payment.

3 . ADJUSTMENT/APPROPRIATION 0F PAYMENTS :

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

4 . INTEREST ON UNPAID DUE AMOUNT :

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee / Purchaser/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, with monthly rests, on all the amounts which become due and payable by the Allottee / Purchaser/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may or may not be informed to the Allottee / Purchaser/s from time to time and can be accounted on completion of the said project/apartment, and the Allottee / Purchaser/s has/have agreed to pay the same as and when demanded before the possession of the said flat/ apartment.

1 The Promoter shall confirm the final carpet area that has been allotted to the Allotee/Purchaser/s 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 P romoter. If there is any reduction in the carpet area within the defined li mit then Promoter shall refund the excess money paid by Allottee / Pu rchaser/s within 45 (forty-five) days with annual interest at the rate spe cified herein above for delayed payment, from the date when such an exc ess amount was paid by the Allotee/Purchaser/s. If there is any incr ease in the carpet area allotted to Allotee/Purchaser/s, the Promoter shal l demand additional amount from the Allotee/Purchaser/s in the next mile stone of the Payment Plan. All these monetary adjustments shall be mad e at the same rate per square meter as agreed in Clause 2.1 of this Agre ement.

Subject to the terms of the Agreement and the Promoter abiding by t he construction milestones, the Allottee/ purchaser shall make all pa yments, on demand by the Promoter, within the stipulated time as men tioned in the Payment Plan through A/c payee cheque/demand draft or o nline payment in favour of „M/S SHREEJI REALTY“ payable at Nashik.

5. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNIN G AUTHORITY :

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have b een imposed by the concerned local authority, state and or Central Go vernment at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate. The Promoter shall befo re handling over possession of the said flat/ apartment to the Allott ee / Purchaser/s herein, obtain from the concerned planning/local autho rity/development controlling authority occupation / completion certifi cate in respect of the said flat/ apartment. Notwithstanding anythi ng to the contrary contained herein, the Allottee / Purchaser/s shall n ot be entitled to claim possession of the said flat/ apartment until the co mpletion certificate is received from the local authority and the Allottee / Purchaser/s has paid all dues payable under this agreement in respect of the said flat/ apartment to the Promoter and has paid the necessar y maintenance amount/deposit,GST and other taxes payable under this a greement of the said flat/apartment to the Promoter.

The Allottee / Purchaser is /are satisfied about all the observations and performances of The Promoter which are observed / observing and p erformed / performing by the Promoter while developing the said

project and making the constructions as imposed by the concerned local authority at the time of sanctioning the said plans and thereafter. The Promoter will comply all the conditions stipulated as above, however the Promoter shall not be responsible for any other conditions / observant which is / are not stipulated as a term of condition while sanctioning the said plans and the promoter shall not be further responsible for any or all conditions / stipulations which is / are not as per the prevailing rules, regulation and Act, laid down by the Authority.

Time is essence for the Promoter as well as the Allottee/Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottee/Purchaser/s and the common areas to the association of the Allottee/Purchaser/s after receiving the occupancy certificate / completion certificate. Similarly, the Allottee/ Purchaser/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **clause 2.4** herein above. ("**Payment Plan**").

Howsoever for the purpose of defect liability on towards the promoter, the date shall be calculated from the date of handing over possession to the Allottee / Purchaser/s for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said flat/apartment / building /phase/wing as stated in the said agreement. That further it has been agreed by the Allottee / Purchaser/s that any damage or change done within the flat/apartment sold or in the building/ phase/ wing done by him/ them or by any third person on and behalf of the Allottee / Purchaser/s then the Allottee / Purchaser/s expressly absolves the promoter from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the promoter.

6. DISCLOSURE AS TO FLOOR SPACE INDEX :

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 7228.32 square meters. The Promoter has planned to utilise Floor Space Index between 2409.44 square meter to 7228.32 square meter plus the balcony area, double height terrace area, passages, lobby, etc will be added to the above area. The Promoter shall utilize the above Floor Space Index 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 as proposed to be utilised by him on the project land in the said Project to the Allottee / Purchaser/s and the Allottee / Purchaser/s has agreed to purchase the said flat/ Apartment understanding the present construction going on the said land and the proposed construction and sale of flats/ apartments to be carried out by the Promoter by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

It is hereby declared that, sanctioned plan/s has/have been shown to the Allottee/Purchaser/s and the floor space index (FSI) available & utilized till date is shown in the aforesaid plan/s. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said land transfer on other property or FSI of the other property being TDR transfer on the said land is also shown or on sanction will be shown in the sanction building plan/s. In this agreement, the word FSI/FAR/TDR or floor area ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

The Promoter has purchased the TDR from Shri. Kanhailal Chetandas Manwani and others by a Sale Deed dated 02/12/2017 out of TDR Certificate No.727 totally adm. 31885 sq.mtrs. out of the same the Promoter has purchased the TDR to the extent of 1883.06 sq.mtrs. The said Sale Deed has registered in the office of Sub Registrar Nashik-7, at sr. no.2466 on 02/12/2017.

The Promoter shall have right of pre-emption or first right to utilize the residual or available FSI or which may be increased for whatsoever reason in respect of the said land or any other **FSI** / **PREMIUM FSI/ FSI FOR ROAD, AMENTIES SPACE ETC /TDR** (Buildable Potential) granted by the appropriate authority and allowed to use the same on the said land by construction or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said land or any other land. The Allottee/Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and no separate consent will be

requiredinthisregard.

7. . DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE :

The Promoter has made full and true disclosure of the title of the said l and as well as encumbrances, if any, known to the Promoter in the title r eport of the advocate. The Promoter has also disclosed to the Allottee / P urchaser/s nature of its right, title and interest or right to construct b uilding/s, and also given inspection of all documents to the Allottee/ Pu rchaser/s. as required by the law. The Allottee / Purchaser/s having acq uainted himself/herself/ themselves with all facts and right of the Prom oter and after satisfaction of the same has entered into this Agree ment.

8. . SPECIFICATIONS AND AMENITIES :

The Specifications and amenities of the flat/apartment to be provided by the Promoter in the said project, in the said flat/apartment are those t hat are set out in **Schedule III** herein below. Also the Common a menities for the said project on the said land are set out in the **Sc hedule IV** herein below. As the project is multi storied buil dings/wings and considering to maintain the stability of the build ings/wings and internal structures, the allottee/ Purchaser/s are being specifically informed that the consultants of the project have not allowe d any internal changes. As per the policy of the firm of the promot er there shall be no customisation permitted inside the said flat/apa rtment. Changes such as civil, electrical, plumbing etc. shall not be allow ed.

9. . COMPLIANCE OF LAWS RELATING TO REMITTANCES

1. The Allottee / Purchaser/s, if resident outside India, shall be sol ely responsible for complying with the necessary formalities as laid dow n in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendmen t(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immov a ble properties in India etc. and provide the Promoter with such permis si on, approvals which would enable the Promoter to full fill its obliga ti ons under this Agreement. Any refund, transfer of security, if provid ed in terms of the Agreement shall be made in accordance with the prov isio ns of Foreign Exchange Management Act, 1999 or statutory enactme nts o r amendments thereof and the Rules and Regulations of the Reserv e Ban k of India or any other applicable law. The Allottee / Purc haser/ s

understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

9.2 The Promoter accepts no responsibility as per clause no 9.1 and the matter mentioned therein. The Allottee / Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee / Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee / Purchaser/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee / Purchaser/s and such third party shall not have any right in the application/allotment of the said flat/ apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee / Purchaser/s only.

10. POSSESSION OF THE FLAT/APARTMENT :

1. **Schedule for possession of the said flat/ Apartment** :- The Promoter agrees and understands that timely delivery of possession of the flat/ Apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/ Purchaser/s/s in respect of the said flat/ apartment, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the said flat/ Apartment on **31/12/2021**.

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee / Purchaser/s and the Promoter for giving possession of the flat/Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the flat/Apartment is to be situated is delayed on account of force majeure as mentioned below.

(i)) The Allottee/Purchaser/s has/have committed any default in payment of installment as mentioned in clause No. 2.4 written herein above.

(i) i) Any extra work required to be carried in the said Flat/ Apartment as per the requirement and at the cost of the Allottee/Purchaser/s.

(ii) i) Non-availability of steel, cement, natural sand, small stones (khadi) or any other building materials, water or electric supply.

(iv) v) War, civil commotion or act of God.

(v)) Any notice, order, rules or notification of the Government and/or public or competent authority.

(vi) i) Any permission or sanction from the concerned authorities being delayed inspite the same being followed up by the Promoter.

(vi) i) Non timely delivery and installation of any systems, plants and equipment from the manufacturers/distributors/agencies inspite of the same being followed up by the Promoter as the said project contains modern amenities and facilities.

(vi) ii) Any litigation or any order of any Court or judicial forum.

The Promoter herein will complete the construction of the said Flat/ Apartment in all respect on or before **31/12/2021**. After completion of construction in all respects in respect of the said Flat/ Apartment the Promoter herein will inform in writing to the Allottee/Purchaser/s that the said Flat/ Apartment is ready and on receipt of such letter the Allottee/Purchaser/s herein shall inspect the said Flat/ Apartment and get satisfied according to the terms and conditions of this agreement. After Allottee/Purchaser/s is/are satisfied herself/himself/ themselves as aforesaid, at his/ her/their request the Promoters herein shall give the possession of the said Apartment/Flat to the Allottee/Purchaser/s on payment of all dues payable by the Allottee/Purchaser/s, that the Flat/ Apartment is ready and conditionally the Allottee/Purchaser/s herein has/have not committed any default in payment of consideration in installment on due date to the Promoter in pursuance of these presents. If the Promoter fails to deliver

the possession within prescribed period as described h ereinbefore, the allottee/ Purchaser/s will be entitled for the a mount of compensation as stated herein above similar to the d elayed payment for the amounts paid towards Apartment/Flat ti ll the delivery of the possession.

It is further agreed between the parties hereto that, after r eceiving the possession of the said Flat/ Apartment by the Al lottee/Purchaser/s in pursuance of this clause, the All ottee/Purchaser/s herein shall not be entitled to raise any obj ection or to demand any amount under whatsoever ground fro m the Promoter herein. It is further agreed between the part ies thereto that on receipt of possession of the said Flat/ Apart ment by the Allottee/Purchaser/s in pursuance of these presen ts, it shall be presumed that Allottee/ Purchaser herein has/hav e accepted the said Flat/ Apartment on as is where is basis an d extinguished his/her/their rights as to raise any objection or complaint under whatsoever head. The Promoter shall obtai n the Completion Certificate from the concerned authorities within reasonable time from the date of handing over of the p ossession for fit-out if the allottee/ purchaser/s has demande d the same before receiving the completion/ occupancy cert ificate. Only after receipt of the Completion / Occupancy Certi ficate the Allottee/Purchaser/s shall be entitled to use and occu py the said Flat/ Apartment for its intent of residing/resident ial purpose.

If, however, the completion of the Project is delayed due to the Force M ajeure conditions then the Allottee / Purchaser/s agrees that the Pr omoter shall be entitled to the extension of time for delivery of pos session of the Apartment. The Allottee / Purchaser/s agrees and conf irms that, in the event it becomes impossible for the Promoter to impl ement the project due to Force Majeure conditions, then this allot ment shall stand terminated and the Promoter shall refund the Allott ee/ Purchaser/s the entire amount received by the Promoter from the all otment within 90 days from that date. After any refund of the money paid by the Allottee / Purchaser/s, Allottee / Purchaser/s agrees that he / she shall not have any rights, claims etc. against the Promoter and tha t the Promoter shall be released and discharged from all its obligatio ns and liabilities under this Agreement.

2. **Schedule for possession of the Common amenities** : The

Promoter herein is developing the said land which consists of various p hases having common amenities, the construction/development of the sa id common amenities will be completed in due course only after co mpletion of construction of all the project wings on the said land. The All ottee/ Purchaser/s/s herein agrees and convey that he/she/they shall no t be entitled to refuse to take the possession of the said flat/ apa rtment on the ground of non-completion of aforesaid common ame nities.

That the Allottee / Purchaser/s further agree that even where 'substantial completion' of works has been done and after receiving Occupancy/ completion certificate from the competent authority p ossession of the said flat/apartment shall be given. That substantial co mpletion would mean works done that do not affect his use or occ upation of his Flat / apartment and he can cohabit in the said flat / apa rtment. However if the developer is not allowed by the Allottee / Purc haser/s or any person on his behalf to complete the remaining portio n of the works, it shall be accepted by and between the parties that th e remaining works shall be deemed to have been done as and against the developer.

.3 **Procedure for taking possession** - The Promoter, upon obtain ing the occupanc y / completion certificate from the competent autho rity shall inform the allotee/ p urchaser/s about the receipt of the sam e in writing, on receiving the intimatio n/ notice of the same, the allottee/purchaser/s shall make the payment as per th e agreement to the Promoter within 15 (fifteen) days from the date of issue of such no ti ce / intimation from the Promoter and he/they shall give the possessio n of the Apar tment/Flat to the Allottee/Purchaser/s on receipt of the full payment and all requi rements as per this agreement. The Prom oter agrees and undertakes to indemnify the Allottee/Purchaser/s in cas e of failure of fulfillment of any of the provisions, form alities, document ation on part of the Promoter. The Allottee/Purchaser/s agree(s) to pa y the maintenance charges as determined by the Promoter or associati on of Allott ee/Purchaser/s, as the case may be. The Promoter on its behalf shall offer the pos session to the Allottee/ Purchaser/s in writing within 15 (fifteen) days of receiving the occupancy / completion certific ate of the Project.

.4 Failure of Allottee/Purchaser/s to take Possession of Apartment/Flat - Upon receiving a written intimation from the Promoter as per clause

10.3, the Allottee/ Purchaser/s shall take possession of the A partment/Flat from the Promoter by executing necessary indemnities, un dertakings and such other documentation as prescribed in this Agr eement, and the Promoter shall give possession of the Apartment/flat to t he Allottee/Purchaser/s. In case the Allottee/Purchaser/s fails to take pos session within the time provided in clause 10.3, in such an event, the Allo ttee/Purchaser/s shall be liable to pay maintenance charges as appli cable and interest on the remaining payment @ 24% per annum. The ra te of 24% per annum on the balance payment is applicable only after c ompletion / occupancy certificate is received and the flat / apartme nt is complete for occupation / residing. In the case of the allottee / purchaser/s not able to clear the balance payment within 3 (three) mo nths of receiving the completion / occupancy certificate and the notice / intimation for the same has been sent three times within three mont hs then the promoter is at liberty to cancel the said flat / apartment and return the received amounts against the flat without any interest wit hin 9 (nine) months of such cancellation or the sale of the flat / apart ment which ever happens early.

The Allottee/Purchaser/s shall use the Apartment/Flat or any part t hereof or permit the same to be used only for purpose of residence. He s hall use the parking space only for purpose of parking his own vehicle o nly.

10.5 The Allottee/Purchaser/s alone along with family and relatives shall use the said Apartment/Flat or any part thereof or permit the same to be used for residential purpose only as shown in the sanctioned plan, p rovided that, any Occupier/s of any flat/ Apartment in the building/s sh all not use the same for Massage Centre, Gambling House, Classes, Ser vice Apartment, Hostel, group accommodation, company guest house, gue st house, Bachelors accommodation for students, rentals on cot basis , Lodging, Boarding, tuition classes, tutorials, beauty parlor, crèac h, baby sitting, doctors clinics, professionals office, or any other comm ercial activity or for any illegal or immoral purpose. Any act of the above mentioned activities will lead to serious consequences and the apex b ody of the Association of Apartment managing the project **"SHRE EJI SKY GREENS"** will take immediate steps in any legal way to put an end to this kind of use. And a Penalty of **Rs.25,000/- (Rupees Twenty Five Thousand Only)** per month will be imposed until such activity is stopped. The Allottee/ Purchaser/s shall use their allotted parking spa ce/s (if any allotted to them) only for the purpose for parking

the Allottee/Purchaser/s own two / light four wheeler vehicle but the A llottee/Purchaser/s is /are not entitled to park inside the project or the s aid car parking any heavy vehicles such as trucks, bull dozers, buses, tr actors, etc. and further that the Allottee/Purchaser/s shall not be en titled to park his/her/ their any two/ four wheeler vehicles in the co mmon marginal spaces, which is/are not allotted for exclusive right to us e for parking of two/four wheeler vehicle and further none of the occ upants is/are entitled to have entry of any public vehicles without prior written consent from the Promoter till handing over the adminis tration to the Association of Apartment and thereafter from the apex m anaging committee of such Association of Apartment. The Promoter shall not be responsible and/or liable for any nuisance and disturbanc e caused by any occupants, occupying any apartment/flat in the project after the said project has been handed over to such Allottee/Purc haser/s or the Association of Apartment by the Promoter. It is very clear ly understood by the allottee/ purchaser that allotted parking in thi s agreement is the only parking he/she/they are allowed to use for their personal parking only.

6. **Compensation -** That the Allottee / Purchaser/s has given his specific confirm ation herein that the responsibility of title of the s aid land be on the Promoter up a nd until the conveyance of the said buil ding

/ W i n g a n d t h e s a i d l a n d t h e r e u n d e r .

7. Except for occurrence of the events stating herein above, if the Promoter fails to complete or is unable to give possession of the f lat/ Apartment

())in accordance with the terms of this Agreement duly completed by th e date specified herein;

o r

() i) due to discontinuance of his business as a developer on ac c ount of suspension or revocation of the registration under the Act; or f o r any

other reason; the Promoter shall be liable, on demand to the Allottee / Purchaser/s, in case the Allottee / Purchaser/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return t he total amount received by him in respect of the flat/Apartment, with t he interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 90 days after receiving the

application in writing requesting for withdrawal by the Allottee/ P urchaser/s.

Provided that where if the Allottee / Purchaser/s does not intend to withdraw from the said Project, the Promoter shall pay the Allottee / P urchaser/s interest as per State Bank of India highest Marginal Cost of L ending Rate plus 2 %, on all the amounts paid by the Allottee / Pu rchaser/s, for every month of delay, till the handing over of the pos session of the flat/ Apartment.

11. . TERMINATION OF AGREEMENT:

.1 Without prejudice to the right of promoter to charge interest as per the terms mentioned herein above, on the Allottee/Purchas er/s committing default in payment on due date of any amount due and p ayable by the Allottee/Purchaser/s to the Promoter under this A greement (including his/her proportionate share of taxes levied by con cerned local authority and other outgoings) and on the All ottee/Purchaser/s committing three defaults of payment of insta llments (three defaults means even if one single installment is n ot paid for three consecutive months), the Promoter will send thr ee remin ders for consecutive three months and on still not receiving the paym ent with interest as applicable written herein above, the prom oter shall at his own option terminate this Agreement and refund the paymen t received after deducting 10% cost of the flat / apartment as terminati on amount and return the balance amount within 6 (six) months of such t ermination. The date of termination will be calculated from t he date of t ermination notice send. This clause has been very specifica lly and cate gorically discussed with the allottee / purchaser/s before t he registrati on of this document and it has been agreed by the allotte e / purchaser /s for the implementation of this clause without any hindra nce. Without p rejudice to the right of the Promoter to take action or br each arising o ut of the delay in the payment of the installments on th e due dates, th e Allottee/Purchaser/s shall be bound and liable to pay in terest @ 2% per month or part thereof, on all the amounts which become due and payable by the Allottee/Purchaser/s to the Promoter till the date of actual payment, provided that tender of the principle amounts and i nterest or tender of the interest and expenses thereof shall not itself be c onsidered as waiver of the right of the Promoter under this agreement, n or shall it be construed as condoning of the delay by the Promoter ag ainst delay in payments by the Purchaser/s to terminate this doc ument.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/Purchaser/s, by Registered Post AD at the address provided by t he Allottee/Purchaser/s and mail at the e-mail address provided by the Allottee/Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of w hich it is intended to terminate the Agreement. If the All ottee/Purchaser/s fails to rectify the breach or breaches mentioned by th e Promoter within the period of notice then at the end of such notice pe riod, promoter shall be entitled to terminate this Agreement. Provided fur ther that upon termination of this Agreement as aforesaid, the Pro moter shall refund to the Allottee/Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of ninety days of the termin ation, the installments of sale consideration of the flat/Apartment which may till then have been paid by the Allottee/Purchaser/s to the Promot er after deducting the agreed amount as mentioned herein above.

It is also agreed by and between the parties hereto that upon the t ermination of this agreement, and after deducting 10% amount of the t otal consideration as the earnest money, which the Promoter herein is en titled to forfeit the same, the Promoter shall refund to the Allo ttee/Purchaser/s the installments or payments which the Allot tee/Purchaser/s might have paid to the Promoter till that point of time but without any interest, the aforesaid amount shall be paid by the Prom oter to the Allottee/Purchaser/s by cheque within 90 days, or a post date d cheque of 90 days along with notice in writing by R.P.A.D. and on such notice sent for termination of the agreement, the Promoter shall on day o ne of notice, be entitled to resale the said Flat/ Apartment and/or dispo se Off or otherwise alienate the same in any of the manner as the Prom oter herein in its sole discretion as it thinks fit. In case the Allotte e/Purchaser/s has/have taken/availed any housing loan from any financi al institution or bank then in case of such termination/cancellation of the said flat / Apartment by the Promoter, no consent from such financia l institution or bank shall be required, and in such an eventuality the said loan amount which has been disbursed by the said financial institution /bank to the Promoter shall be paid by the Promoter without any intere st or penalty thereon to the financial institution or bank directly.

.2 It is specifically agreed between the parties hereto that, if the

transaction in respect of the said flat/apartment between the Promoter a nd Allottee / Purchaser/s herein terminated as stated herein above wr itten then all the instruments under whatsoever head executed bet ween the parties hereto or between the Promoter and Allottee / Purc haser/s herein, in respect of the said flat/ apartment, shall stands auto matically cancelled and either party have no right, title, interest or clai m against each other except as provided hereinafter.

12 . DEFECT LIABILITY

If within a period of five years from the date of handing over the flat/Apartment to the Allottee/Purchaser/s, the Allottee/Purchaser/s b rings to the notice of the Promoter any structural defect in the Ap artment/Flat or the building in which the Apartment/Flat are situated or a ny defects on account of workmanship, quality or provision of servi ce, then, wherever possible such defects shall be rectified by the Promo ter at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser/s shall be entitled to receive from the Prom oter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee / Purchaser/s shall not carry o ut any alterations of the whatsoever nature in the said apartment/ f lat / wing in specific the structure or the said flat/apartment /wing of the said building which shall include but no limit to columns, beams etc. on in the fittings therein, in particular it is hereby agreed t hat the Allottee/Purchaser shall not make any alterations in the ba throom, toilet & kitchen, which may result in seepage of the water. If an y such works carried out without the written consent of Promoter the de fect liability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and s hall not mean defect/s caused by normal wear and tear, negligent use o f Apartment/Flat by the Occupants, vagaries of nature, any damage c aused due to mishandling, misuse or due to any modifications or fu rniture work carried out by the Allottee/Purchaser/s either themselves or through their agents or nominees or occupants, etc. It is specifically agr eed and understood between the parties that the regular wear and tear of the Flat/ Apartment/ Building / Wing includes minor hair line crack s on the external and internal wall excluding the R.C.C. structure and w hich also happens due to the extreme temperature variations in Nashik leading to shrinkage cracks in the walls and such shrinkage / minor hai r line cracks shall not be deemed to be any defect nor any structural defect and cannot be attributed to either bad workmanship or

structuraldefect.

Defect/s in fittings and fixtures like plumbing fixtures, drainage pipes, sanitary ware, Switches, wires, ELCB, tiles on floor and wall, aluminum used for windows, glass used in windows etc. etc. are not included in the defect liability as separate warranties are given by their respective manufacturers. The said project as a whole has been conceived, designed and constructed based on the commitments and warranties given by such vendors / manufacturers and that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be in sustainable and in proper working condition. It is the responsibility of the allottee/ purchaser/s to continue warranty on the products/ equipment used inside the flat/apartment by renewing the annual maintenance contract at his cost and it is the responsibility of the apex body of Association of Apartment to keep on renewing the annual maintenance contract of the products / machinery / equipment etc. used in the common area of the project amenities wherever applicable. Failing to renew the annual maintenance contract or the monthly maintenance contract as applicable then in such case the defect liability of the promoter automatically becomes void.

That it shall be the responsibility of Allottee/Purchaser to maintain his flat/apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the promoter to the Allottee/Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said flat/ apartment /building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Allottee/s/Purchaser/s the Promoter shall not be responsible for any defects occurring due to the same.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s/Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials use, in the structure built of the flat/apartment /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

13. FORMATION OF ORGANISATION OF FLAT/APARTMENT HOLDERS:-

13.1 Considering the Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be only one Association of Apartment of Allottee / Purchaser/s which may be formed by prevailing local laws as may be applicable to the said project, which the Promoter has conveyed to the allottee/ purchaser/s and feels that this is suitable for the flat / apartment holders in the said project which is under construction on the said land.

13.2 The Allottee/Purchaser/s along with other allottee / Purchaser/s of Apartments/Flats in the building shall join in forming and registering the Association of Apartment or a Coperative Society to be known by **"SHREEJI SKY GREENS"** Association of Apartment/Society and for this purpose the allottee/purchaser/s from time to time will sign and execute the required application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association of Apartment and for becoming a member, including the byelaws of the proposed Association of Apartment and will duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/ Purchaser/s, so as to enable the Promoter to register the Association of Apartment of Allottee/ Purchaser/s. Failing or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Promoter for registering the Association of Apartment, the Promoter shall not be liable for any delay in the formation of the Association of Apartment, as the case may be and if the allottee/ Purchaser/s neglects or any of the Allottee/Purchaser/s continues to neglect for a period of (4) four months, then the Promoter shall be relieved of their obligation to make him /them the member of the Association of Apartment or forming the association of Apartment if the minimum numbers required are not there. If the minimum members required to form the Association of Apartment is there then the same shall be formed by all the other flat/ apartment holders to have signed and given the necessary documents. No objection shall be taken by the Allottee / Purchaser/s 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 Association of Apartment.

.3 The Promoter shall, within 6 (Six) months of completio n / occupation certificate received, as aforesaid, cause to be transferre d to the Association of Apartment, all the right, title and the interest o f t he Vendor/Lessor/Original Promoter and/or the owners in the project lan d on which the building with multiple wings or buildings are constru cted , failing/ or neglecting to sign the necessary papers or not givin g co - operation or assistance required by the Promoter by the al lottee/purchaser/s the Promoter shall not be liable for any delay for th e transfer of all the rights and interest in favor of Association of Apa rtment, as the case may be and if the defaulter neglects or any of the Allottee/Purchaser/s continues for a period of (4) four months, th en the Promoter shall be relieved of their aforesaid obligation, which sh all ther eafter be responsibility of tenement holders.

14 . CONVEYANCE / DEED OF THE SAID FLAT/APARTMENT:-

The Promoter, on receipt of complete amount of the Price / cost agreed herein above along with all other receivables against the said Flat/ A partment under this Agreement from the Allottee / Purchaser/s, shall ex ecute a conveyance deed / Apartment deed and convey the title of the sa id flat/apartment not later than 6 (six) months from the date of rec eiving the completion / occupancy certificate from the Nashik Muni cipal Corporation along with proportionate indivisible share in the Comm on Areas to the Association of Apartment, which will be formed and all the right, title and interest of the Promoter/original owner in the aliquot part of the said land i.e. said project referred in **Schedule-I**, it is agree d to by and between the parties hereto within 6 (six) months from the issuance of the completion / occupancy certificate.

THIS CONVEYANCE/ DEED OF APARTMENT WILL ONLY BE FOR THE BUILDING IN WHICH THE SAID FLAT/APARTMENT IS LOCATED ALONG WITH THE LAND BELOW THE PLINTH OF THIS BUILDING/WING ONLY. However, in case the Allottee / Purchaser/s f ails to deposit the stamp duty, registration charges and all other i ncidental and legal expenses etc. so demanded within the period m entioned in the demand letter, the Allottee / Purchaser/s authorises th e Promoter to withhold registration of the conveyance deed in his/her fa vour till full and final settlement of all dues stamp duty and re gistration charges to the Promoter is made by the Allottee / Pur chaser/s. It is also clearly conveyed to the allottee/ purchaser/s that the conveyance of the completed project land along with all amenities /

apparatus / rights and title will be transferred only after 6 (Six) months of the completion / occupation certificate.

15. . PAYMENT OF TAXES, CESSES, OUTGOINGS ETC:-

.1 The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed GST on the agreed consideration, for the transaction for sale of flat/apartment by the Promoter to the Allottee / Purchaser/s of the flat/apartments as per the aforesaid act, it is the responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee / Purchaser/s herein shall bear and pay the aforesaid tax amount or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein and enable the Promoter to deposit/pay the same to the Government of Maharashtra.

The Allottee / Purchaser/s herein is well aware that, the Central Government of India has imposed GST as provided under the aforesaid act out of the transaction for the sale of flat/ apartment by the Promoter to the Allottee / Purchaser/s and as per aforesaid act it is the responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee / Purchaser/s herein shall bear and pay the aforesaid tax amount or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein and enable the Promoter to deposit/pay the same to the Central Government of India.

.3 It is also agreed that if at any time, after the execution of this agreement, Goods and Service Tax **(GST)** or any other form of tax is increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement by adding or increasing additional taxes/ duty/ charges/ premium/ cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/ role/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority , on the said flat/ apartment or this agreement or the transaction herein, such taxes/ duty/ charges/ premium/ cess/surcharge etc. shall exclusively be paid/borne by Allottee / Purchaser/s. The Allottee / Purchaser/s hereby, always indemnifies the Promoter from all

such levies, cost and consequences. Provided that the Promoter shall p rovide to the Allottee / Purchaser/s the details of the taxes paid or de manded along with the acts/rules/notifications together with dates fro m which such taxes/levies etc. have been imposed or become effe ctive;

Within 15 (fifteen) days after notice in writing is given by the P romoter to the Allottee / Purchaser/s that the flat/ Apartment is ready f or use and occupancy, the Allottee / Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the f lat/ Apartment) all outgoings in respect of the project land and B uilding/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insu rance, common lights, repairs and salaries of clerks bill collectors, chow kidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Association of Apartment is formed and the said structure of the bu ilding/s or wings is transferred to the Association of Apartment, the All ottee / Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined and demanded by the Promot er. The Allottee / Purchaser/s further agrees that till the Allottee / Purchaser/s share is so determined the Allottee / Purchaser/s shall pay to the Promoter provisional monthly contribution of **Rs. 1,000/-** per m onth towards the outgoings expenses as mentioned herein above. The a mounts so paid by the Allottee / Purchaser/s to the Promoter shall not c arry any interest and will be utilized for the maintenance and other e xpenses as mentioned above. The Promoter will do the same until a c onveyance/assignment of lease of the structure of the building or wing i s executed in favour of the Association of Apartment as aforesaid. On s uch conveyance/assignment of lease being executed for the structure of t he building or wing the aforesaid deposits collected as per mentioned in t he Clause 2.5 mentioned hereinabove shall be paid over by the Pr omoter to the Association of Apartment, as already mentioned herein ab ove.

.5 Notwithstanding anything contents stated herein above, the liabili ty to pay the aforesaid taxes, outgoings, other charges etc. will be alwa ys on Allottee / Purchaser/s of the said flat/ apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein s hall be entitled to recover the same from the Allottee/ Purchaser/s a long

with interests and Allottee / Purchaser/s herein shall pay the same to t he Promoter within stipulated period as may be informed by the Pr omoter to the Allottee/ Purchaser/s in writing. It is further specifically ag reed that, aforesaid encumbrance shall be on said flat/ apartment bei ng first encumbrance of the Promoter. The Allottee / Purchaser/s here in with due-diligence has accepted the aforesaid condition.

That the Allottee / Purchaser/s are made aware and expressly agree herein that where the project is out of water supply zone of the local a uthority or there is likely to be low water supply from the local authori ty, then it is clearly understood by the Allottee / Purchaser/s that he/she/ them have to pay for the water charges either bought in by tanker o r any other form once the flat/apartment is handed over as per the cond itions mentioned herein above. The proportionate share of the expenses borne for getting water through water tankers will be divided between t he residents of the flat/apartments of all the sold flats/ apartments and the same has to be promptly paid to the Association of Apartment a fter it is made. It will be the responsibility of the Association of Apartmen t to bring in water for use of the residents by way of tanker and pay dire ctly from their outgoing expenses once the project is handed over by way of conveyance to the Association of Apartment as mentioned herein above .

It is also made aware to the Allottee/Purchaser/s that if there is no water supply pipeline within 100 meter range of the said project the P romoter will make application to the Nashik Municipal Corporation and th eir competent authority to supply water by the common pipeline till th e compound wall or if such water line is available until 100 meter from th e periphery of the said project then the Promoter will get in the water by putting the pipeline at his own cost upto 100 meter but beyond 100 met er the Promoter has to wait and pursue the Nashik Municipal Corp oration to get the water line upto the said project as the Promoter has paid the entire development charges, water charges for the said proje ct and it is a responsibility of the Nashik Municipal corporation to provid e drinking water supply line and drainage line upto the said project. In such case the Allottee/ Purchase/s is also made aware that in the even tuality of water supply line not being there water will be bought in by tan kers and the Allottee/purchase/s will have to bear the charges till the N ashik Municipal Corporation provides such water by pipe line connectio n.

16. . DEPOSITS BY ALLOTTEE / PURCHASER/S/S WITH TH E PROMOTER:-

The Allottee / Purchaser/s shall on or before delivery of possession of the said flat / apartment shall pay the Promoter, the following amounts:-

(i)Rs. 2,000/- for share money, application entrance fee of the Association of Apartment.

(ii) i) Rs. 8,000/- for formation and registration of the Association of Apartment.

(iii) i) **Rs. _____** towards corpus fund which will be transferred to the Association of Apartment by making a fixed deposit towards provisional monthly contribution towards outgoing of Association of Apartment.

(iv) v)Rs. 40,000/- for Deposit towards Water, Electric, and other utility and services connection charges and deposits of electrical receiving and Sub Station provided in said project.

(v)) Rs. 1,00,000/- towards Infrastructure Development Cost.

17. . REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee / Purchaser/s as follows: a) The Promoter 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;

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;

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

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;

e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants,

the developer has thus disclosed the same to the Allottee / Purchaser/s and the Allottee / Purchaser/s is aware that professional liability have been undertaken by them individually along with the Promoter which shall prevail on these consultants individually or cumulatively along with the Promoter if there is any loss/ harm that is caused to the Allottee / Purchaser/s based on these said details.

f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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;

g) 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 / Purchaser/s created herein, may prejudicially be affected;

h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment/Flat which will, in any manner, affect the rights of Allottee / Purchaser/s under this Agreement;

i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Flat to the Allottee / Purchaser/s in the manner contemplated in this Agreement;

j) At the time of execution of the conveyance deed of the structure to the association of Allottee / Purchaser/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee / Purchaser/s;

k) 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 until the Occupancy / Completion Certificate r eceived from the competent authority and conveyance of land and b uilding is passed on to the Association of Apartment;

l) 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) h as been received or served upon the Promoter in respect of the project l and and/or the Project except those disclosed in the title report.

18. COVENANTS AS TO USE OF SAID FLAT/APARTMENT:- The Allottee / Purchaser/s or himself/themselves with intention to bring all p ersons into whosoever hands the Flat/ Apartment may come, hereby c ovenants with the Promoter as follows for the said Flat/ Apartment and a lso the said project in which the said Flat/Apartment is situated.

a) To maintain the Flat/ Apartment at the Allottee / Purchaser/s own cost in good and tenantable repair and condition from the date that of p ossession of the flat/ Apartment is taken and shall not do or suffer to b e done anything in or to the building in which the flat/ Apartment is si tuated which may be against the rules, regulations or bye-laws or ch ange/alter or make addition in or to the building in which the Flat/ Apa rtment is situated and the Flat/ Apartment itself or any part thereof wit hout the consent of the local authorities, as required.

b) Not to store in the Flat/ Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/ Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages w hich may damage or likely to damage the staircases, common pa ssages or any other structure of the building in which the Flat/ Apa rtment is situated, including entrances of the building in which the Flat/ Apartment is situated and in case any damage is caused to the buildin g in which the Flat/ Apartment is situated or the flat/ Apartment on acc ount of negligence or default of the Allottee / Purchaser/s in this behalf, the Allottee / Purchaser/s shall be liable for the consequences of the bre ach.

c) To carry out at his own cost all internal repairs to the said Flat/ A partment and maintain the Flat/ Apartment in the same condition, state

and order in which it was delivered by the Promoter to the Allottee / P urchaser/s and shall not do or suffer to be done anything in or to the b uilding in which the Flat/ Apartment is situated or the Flat/ Apartment w hich may be contrary to the rules and regulations and bye-laws of the c oncerned local authority or other public authority. In the event of the All ottee / Purchaser/s committing any act in contravention of the above pr ovision, the Allottee / Purchaser/s shall be responsible and liable for th e consequences thereof the concerned local authority and/or other pub lic authority.

d) Not to demolish or cause to be demolished the Flat/ 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 Flat/ Apartment or any part t hereof, nor any alteration in the elevation and outside colour scheme of t he building in which the Flat / Apartment is situated and shall keep the p ortion, sewers, drains and pipes in the Flat/ Apartment and the ap purtenances thereto in good tenantable repair and condition, and in part icular, so as to support shelter and protect the other parts of the buildi ng in which the Flat/ Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls made of red bric k / light weight cement blocks / hollow cement concrete blocks, slabs or RCC, RCC Pardi or other structural members in the Flat / Apartment without the prior written permission of the Promoter, the architect for the project, the RCC consultant for the project and/or the Association of Apartment.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/ Apartment is situated or any part thereof or whereby any i ncreased premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/ Apartment in the compound or a ny portion of the project land and the building in which the Flat/ Ap artment is situated.

g) Pay to the Promoter within fifteen days of demand by the Promoter, h is share of security deposit demanded by the concerned local authority o r Government or giving water, electricity or any other service co nnection to the building in which the Flat/ Apartment is situated.

h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government with other public authority, on account of change of user of the Flat/ Apartment by the Allottee / Purchaser/s for any purposes other than for purpose for which it is sold.

i) The Allottee / Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/ Apartment until all the dues payable by the Allottee / Purchaser/s to the Promoter under this Agreement are fully paid up and until the conveyance of the said flat/apartment is done in the name of the allottee/ purchaser/s.

j) The Allottee / Purchaser/s shall observe and perform all the rules and regulations which the Association of 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 and the Flats/ Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee / Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment regarding the occupancy and use of the Flat/ Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

k) Till a conveyance of the structure of the building in which Flat/ Apartment is situated is executed in favour of Association of Apartment, the Allottee / Purchaser/s 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 flat / apartment, wing, building/s and the said project or any part thereof to view and examine the state and condition thereof.

l) That the Allottee / Purchaser/s shall indemnify and keep indemnifying the Promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee / Purchaser/s.

m) That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the Promoter and the Allottee / Purchaser/s and the same shall be paid by the allottee/purchaser/s as agreed mutually.

n) That nothing herein contained shall construe as entitling the Allottee / Purchaser/s any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee / Purchaser/s to the developer in this regards.

o) That the parking spaces sold to the Allottee / Purchaser/s shall be used only for the purposes of parking of his/her/their own vehicles of private use and no commercial vehicles like bus, truck, mini-van, small pick-up vans etc. is allowed to be parked. It is also informed that the said space is designed and made for use of parking a car, four wheeler like car and similar vehicles & vehicle of not more than five tonnes and not more than 2.20 meters height. That this has been clearly made aware to the Allottee / Purchaser/s and the same has been agreed by the Allottee / Purchaser/s.

Both the parties hereby agreed for the following covenants-

(1) SPECIFIC COVENANTS:

a) The Allottee/Purchaser herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said Flat / Apartment during the course of construction with prior written permission of the Promoter and on a pre-appointed time and date only and will follow all the safety norms describe on site by the Promoter or their contractors.

b) The Allottee/Purchaser shall not be entitled to carry out any modification or changes in the said Flat / Apartment during or after the construction of the said Flat / Apartment without the prior written permission and written

c) consent of the Promoter, their architects and their RCC consultants. All modifications and changes shall only be carried out at the discretion of the Promoter and their approval in writing only.

c) There is a possibility that there may be some drainage lines, water lines or other utility lines under the car parking which are allotted

to the Allotte/Purchaser/s in the manner as stated in this agreement or the pipe line will be in the duct or pipeline on the parapet wall of a ttached terrace or top terrace which is accessible through the flat/ Ap artment and the Allottee/Purchaser/s after taking possession thereof sha ll permit the Promoter and or their nominees or the maintenance agen cy to access the same for repairs and maintenance through their flat a nd/ or on their parking (if any allotted) for the same the Allotte e/Purchaser/s shall temporary remove his/her/their vehicles from the car parking to carry on the maintenance works and repairs.

d) The Allottee/Purchaser/s herein admits and agrees to always a dmit that the Promoter is always ready and willing on all payment pa yable by the Allottee/Purchaser/s under this agreement to the Pro moter and to execute the conveyance in respect of the said Flat / Apar tment on completion of construction thereof, to grant possession of such Flat / Apartment. The grant of completion/occupancy certificate by the c oncerned authority, in respect of the said Flat / Apartment shall be concl usive proof as to completion of construction of the said Flat / Apart ment.

e) If at any time, after execution of this agreement, any additional t ax/ duty/ charges/ premium/ cess/surcharge etc., by whatever name c alled, is levied or recovered or becomes payable under any st atute/rule/regulation notification order/either by the Central or the Sta te Government or by the local authority or by any revenue or other aut hority, in respect of the said land of the said project or the said Flat / Apartment or this agreement or the transaction herein, shall e xclusively be paid/borne by the Allottee/Purchaser/s. The All ottee/Purchaser/s hereby, always indemnifies the Promoter from all suc h levies cost and consequences.

f) After the Promoter obtaining the completion/ occupancy c ertificate in respect of the said project / said wing where the Flat/ Ap artment is situated, the Promoter shall also execute such other doc ument as required such as Supplementary Agreement, Possession Rece ipt, Indemnity Declaration, Undertaking, Deed of Apartment, Trans fer Deed etc., which ever may be required by the allottee/ purcha ser/s or whatever the Promoter feels suitable by the law. The charge s payable towards the same if any applicable will always be borne by the Allottee/purchaser/s.

g) The Allottee/Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of Flat / Apartment to whomsoever the Promoter may deem fit and also against allotment of any exclusive right to use garage, Parking Spaces, terrace/s, garden space/s, space/s for advertisement, installation or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. also on ground of health hazards without any official proof towards it and that has been or will be permitted by law or by local authority in the concerned locality. For the afore said purpose the Allottee/Purchaser is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same will not be required.

h) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building/s/wing/s or any part thereof except the said Flat / Apartment. The Allottee/Purchaser/s shall have no claim save and except in respect of the said Flat / Apartment hereby agreed to be sold to him/her/them and all common areas, children play area etc. will remain the property of the Promoter until the said land and building is Conveyed to the Association of Apartment as mentioned here in above and thereafter all the common amenities herein above will be the common property of the Association of Apartment and will be governed and maintained under the apex body of the Association of Apartment.

i) Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee/Purchaser/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.

j) In the event of the any Association of Apartment being formed and registered before the sale and disposal of all the Flat/ Apartment in the building/wing / Project. All the power, authorities and right of all the unsold Flat/ Apartment in the entire said project and any additional addition, if any, to the project herein shall be always be with the Promoter"s only and the Promoter will always have over all right to

dispose of unsold flat/ Apartment and allotment of exclusive rights to use and sell un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Promoter will alone have the entire right to collect all the consideration from such disposed Flat/ Apartment, parking space, terrace, etc. The Promoter will also have the singular right to collect amount from the sold flats/apartments before this date and he alone will have the right to collect and utilize the balance amount/s received. The Allottee/Purchaser/s or any other tenement holder in the building or members of the apex body / ad-hoc committee or Association of Apartment or the maintenance company as the case may be will not have any right on the above nor shall they have any right to demand any amount from the Promoter herein in respect of the unsold Flat / Apartment towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

k) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this agreement and other agreements in respect of the other Flat/ Apartment shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the Flat/ Apartment in the building /wing is received by the Promoter.

l) The Promoter herein have not undertaken any responsibility nor have they agreed anything with the Allottee/Purchaser/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.

m) If any space open to sky adjacent to the flat/ apartment at podium floor level approved as adjacent terrace or attached terrace on any floor or top terrace above any flat/ apartment, has/have been allotted by the Promoter to the Allottee/Purchaser/s of any flat/ apartment in the wing/ building/s, such respective allottee/purchaser/s and Occupier of such flat/ apartment shall enjoy using the same as his personal attached garden, varandah or attached terrace etc. but is not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, verandah etc.,
or to use any part of the terrace or parapet wall as the part of the flower bed or water body etc. if the allottee / purchaser/s or Occupier of

flat/ apartment holders in the wing/ building/s commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such allottee/ purchaser/s or occupier and recover the cost of removal from such allottee/ purchaser/s or occupier. In light of this condition, the Allottee/Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as an exclusive right to use in the attached terrace, verandah, open space, attached gardens, parking space etc. along with the said Flat/ Apartment, if any.

n) The Allottee/Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board. And which includes operation of the sewerage treatment plant / Water treatment plant, rain water harvesting, etc as may be applicable and if provided. The Allottee/Purchaser/s hereby gives his/her/their consent and no objection to the Promoter and later to the Association of Apartment / the maintenance company to operate and run facilities such as sewerage treatment plant/ water filtration plant, rain water harvesting, as may be applicable and if provided etc. as per the rules and regulations imposed by the concerned authorities.

o) The Allottee/Purchaser/s is aware that some or all of the attached terraces/balcony of certain floors/all floors are partially covered or directly exposed to sky.

p) In case after the possession of the said Flat/ Apartment is handed over to the Allottee/Purchaser/s and the Allottee/Purchaser/s wants to let out or rent or lease or give on leave and license basis the said Flat/ Apartment, then in such an event, the Allottee/Purchaser/s shall inform in writing to the Promoter or the Apex body of the Association of Apartment, the details of such tenant or licensee and care takers and has to compulsory take a N.O.C. from the Promoter and subsequently the apex body of the Association of Apartment and only after receiving the N.O.C. the allottee/purchaser/s can rent out, lease etc the flat/ apartment. The allottee/ purchaser/s and the Licensee of the Leave and license/ occupier of the flat/apartment who has taken on rent, have to compulsory adhere by the terms and conditions as mentioned in the N.O.C. and comply with them.

q) **"SHREEJI SKY GREENS"** project is a large project with a lot of amenities and facilities. The possession of the flat/ apartment in the project will be delivered to the respective allottee/ purchaser/s after completion of the construction of the Flat/Apartment / Wing / building and its construction in all respect and after receiving the completion / occupancy certificate from the Nashik Municipal Corporation. Further it is clearly informed to the Allottee/ Purchaser/s that completion of common facilities of the building/s will only happen in further 18 months in which such tenement is situated or after the completion of the last wing / building and will be handed over to the apex body of the Association of Apartment.

r) It shall be the duty of the Allottee/ Purchaser to take insurance cover for the said Flat/ Apartment as may be required by him/her/them or under law.

s) It is clearly stated and understood by the Allottee/purchaser that the flat will not be given for possession without the complete civil work done. No civil work or changes will be allowed at all as stated above. Only furniture work can be carried out by the allottee / purchaser/s if demands the possession for fit out after the flat/ apartment is ready in all respect but before the completion / occupancy certificate is received from the local authority. A letter for possession for fit out has to be signed by the allottee / purchaser/s as per the guidelines of the Promoter / the apex body of the Association of Apartment. The allottee/ purchaser/s is also made to understand very clearly that he/ she/they can take the possession for making of furniture before the completion / occupancy certificate is received from the local authority but cannot reside / stay in the flat/ apartment until the completion / occupancy certificate is received from the local authority. It is also understood by the allottee/ purchaser/s that if he /she/they desire to take the possession for carrying out the furniture work only then also they have to pay the balance 5% amount or any balance amount along with all applicable taxes and maintenance charges etc as stated above and only after receiving the same the Promoter will give in writing the letter of possession for fit out. It is also very clear with the alottee/ purchaser/s that the letter of possession for fit out does not grant him / her/ them the right to stay / occupy the flat / apartment.

(II) I) SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:

a) The Promoter herein has reserved the right to amalgamate the

adjoininglandswiththesaidlandforeffectivedevelopment.

b) The Promoter herein has specifically informed to the Allottee/Purchaser/s and Allottee/Purchaser/s herein is/are also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building, outer colour scheme, terraces, windows, terrace Railing etc. and hence the Allottee/Purchaser/s or any owner or occupier of the flat/Apartment in the building or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces, change the colour of the outer wall/ change windows and its glass, change the railing or any alteration that will disturb or spoil the elevation or the homogeneity of the entire design and elevation. The Allottee/Purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein have agreed to allot and sell the said Flat/ Apartment to the Allottee/Purchaser/s herein on ownership basis, subject to the terms and condition mentioned in this Agreement hereinabove and here after.

c) The Promoter herein has reserved the right to divide the scheme phase wise or to have entire scheme as one scheme.

d) The Promoter herein is providing amenities / material / plant and equipment in common area/facilities like elevators, electric rooms, fire-fighting systems, play area, for the flat/ apartment holders in the project. The said plants and equipment are to be operated, maintained, used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the Promoter shall not be responsible for further maintenance of the amenities in the said project after handing over of premises to Association of Apartment and the apex body shall then set its own norms for use of Common amenities. It is further agreed that the Promoter shall in no manner be responsible or liable for any misuse, injuries, causalities/ calamities or any damages of whatsoever nature caused to any person or property in respect of these amenities or any other amenities in the said project.

19. NAME OF THE PROJECT/ BUILDING/S / WING/S:

Notwithstandinganythingcontainedanywhereinthisagreement,itis

specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project **"SHREEJI SKY GREENS".**

20. ENTIRE AGREEMENT AND RIGHT TO AMEND:

This Agreement, along with its schedules, 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 flat/ apartment. This agreement may only be amended through written consent of the Parties.

21. RIGHT OF ALLOTTEE / PURCHASER/S TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee / Purchaser/s hereby agrees to purchase the Flat/ Apartment on the specific understanding that is/her right is to only to the use and unless specifically allotted given vides (limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Allottee / Purchaser/s (or the maintenance agency appointed by it and performance by the Allottee / Purchaser/s of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee / Purchaser/s from time to time.

22. MEASUREMENT OF THE CARPET AREA OF THE SAID FLAT/APARTMENT(AsPerRERACarpetCircular):

The Promoter shall confirm the final carpet area that has been allotted to the Allottee / Purchaser/s after the construction of the Building is complete and the completion / 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 continuation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee / Purchaser/s 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 / Purchaser/s. If there is any increase in the carpet area allotted to Allottee / Purchaser/s, the Promoter shall demand additional amount from the Allottee / Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments

shall be made at the same rate per square meter as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated architect as an expert be appointed mutually to take his expert opinion of measuring the said flat/apartment and submitting the s aid details.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / PURCHASER / S AND SUBSEQUENT ALLOTTEE / PURCHASER / S

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising h ereunder in respect of the said project shall equally be applicable to a nd enforceable against any subsequent Allottee / Purchaser/s of the Fl at/ Apartment, in case of a transfer, as the said obligations go along wit h the Flat/ Apartment for all intents and purposes.

That the Allottee / Purchaser/s agree that they shall not object to any e asement rights that need to be given to any person in and around the s aid project and shall neither object to any such proceedings of land a cquisition undertaken by a government agency including any c ompensation/ benefit given to the Promoter in turn for which no c onveyance has occurred to the ultimate body expressly stated in this ag reement and for which no consideration is specially dispensed by the All ottee / Purchaser/s to the Promoter for the same; save and except his rig ht to enjoy and use the flat/apartment purchased by him and any oth er rights given by the developer to the Allottee / Purchaser/s for whic h consideration has been dispensed.

24. REGISTRATION OF THIS AGREEMENT:-

The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the t ime limit prescribed by the Registration Act and the Allottee / P urchaser/s will attend such office and admit execution thereof, on re ceiving the intimation from the Promoter.

25. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEG AL CHARGES:

The Allottee / Purchaser/s herein shall only bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this a greement and all other agreements or any final conveyance deed which i s to be executed by the Promoter in favour of Allottee / Purchaser/s or Association of Apartment i.e. the organisation as may be formed in

whichtheAllottee/Purchaser/swillbethemember.

The Allottee / Purchaser/s shall also pay to the Promoter a sum of Rs. 20,000/- (Rupees Twenty Thousand only) for meeting all legal cost charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Association of Apartment and for preparing its rules, regulations and bye-laws and the cost of preparing an engrossing the conveyance or assignment rights.

26. . WAIVER NOT A LIMITATION TO ENFORCE

.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee / Purchaser/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee / Purchaser/s that exercise of discretion by the Promoter in the case of one Allottee / Purchaser/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee / Purchaser/s.

.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions thereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

27. . SERVERABILITY

If any provisions 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 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.

28. . PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorised signatory at the Promoter"s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee / Purchaser/s, after the

Agreement is duly executed by the Allottee / Purchaser/s 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.

29. NOTICES

That all notices to be served on the Allottee / Purchaser/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/ Purchaser/s or the Promoter by Registered Post at their respective addresses specified below:

Name&AddressofAllottee/Purchaser/s

(1) _____

(2) _____

R/At:

_____

_____

_____

Notifiedemailid(ifavailable):

_____

Name&AddressofPromoter

M/SSHREEJIREALTY
throughit"spartner
MR.ANJAN
HASMUKHBHAI
BHALODIYA,
R/o- Plot No.44, Karmayogi
Nagar, Near Govind Nagar,
Notified Email ID:
shreejigroup99@gmail.com

It shall be the duty of the Allottee / Purchaser/s 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 / Purchaser/s, as the case may be.

30. JOINT ALLOTTEE / PURCHASER/S

That in case there are Joint Allottee/Purchaser/s all communications shall be sent by the Promoter to the Allottee/Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s/Purchaser/s. it is clearly understand and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to and enforceable against any subsequent Allottees/Purchaser/s of the flat/Apartment, in case of a transfer, as the said obligations go along with the Flat/ Apartment for all intents and purpose. That the allottee/Purchaser/s agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the Allottee / Purchaser/s to the Promoter for the same; save and except his right to enjoy and use the flat/apartment purchased by him any other rights given by the developer to the Allottee/ Purchaser/s for which consideration has been dispensed.

31. 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.

SCHEDULE-I- Description of the Said Land

All those pieces and parcels of land or ground bearing Survey No.769/2, bearing Plot No.3+4/B as per the subdivision admeasuring 2409.44 Square Meters situate at village Nashik, Taluka Nashik, District Nashik and within the limits of Nashik Municipal Corporation and within the jurisdiction of the Sub Registrar Nashik and bounded as under:-

On or towards the East : Plot No.2
On or towards the West : Property of Adj. S.No.1028
On or towards the North : 30 Mtr. wide D.P. Road
On or towards the South : Sub Division Plot No.3+4/A & 9 mtrs. vide road

SCHEDULE-II- Description of the said Flat/Apartment

Carpet Area of flat about _____ plus balcony/s _____ square meters plus attached terrace/s _____ square meter which is _____ square meter si.e._____ square feet.

Saleable Area about _____ square meter i.e. _____ square feet.

1. **Flat/Apartment.** _____ (AS PER BOOKING PLAN)
2. Floor: _____
3. Building Name / No : _____
4. Wing: **"____"** Wing
5. in the project to be known as **"SHREEJI SKY GREENS"**.

Said flat bounded as:-

East :
West :
North :
South :

SCHEDULE-III

Specifications of the said Flat/Apartment

Living&dining

- Main door with laminate on both sides.
- Stainless steel fittings and hinges on the main door.
- Vitrified flooring in living & dining room.
- Emulsion paint in Living and Dining room.
- Modular electrical fitting and concealed wiring.
- Night latch to main door.
- One TV & one telephone point in living room.

Kitchen

- Vitrified flooring in kitchen.
- Granite top Kitchen platform in the kitchen with no shelves below.
- Quartz / SS kitchen sink.
- Switch for water purifier and exhaust fan.

- Glazed dado tiles upto 3 (three) feet height in kitchen above kitchen platform

Bathroom&Toilet

- Concealed CP fittings in all toilets
- Floor / Wall mount W/C Sanitary ware as required in all toilets
- Glazed tiles dado up to 7 (seven) feet height.
- Concealed Plumbing.

Bedrooms

- Vitrified flooring in all bed rooms.
- All doors with laminate pasted on both Side with S.S. hinges.
- Mortise lock to all bedrooms.
- Modular electrical fittings switches and concealed wiring.
- Emulsion paints in every bedroom.
- One TV & telephone points in master bed room only.
- 3 (three) Track Aluminum Sliding Windows with mosquito Net and no safety grills.

SCHEDULE-IV

Description of Common Amenities for the said project/phase

SecurityFeatures:-

- Average 6 (six) feet high compound wall all around the said "Property".
- Entrance & exit gate complete with one Security Cabin.
- One CCTV camera at entrance gate and one at each entrance lobby for surveillance.
- Fire fighting system as per the norms laid down by Nashik Municipal Corporation.

RecreationalAmenities:-

- One open air Gymnasium with few Equipment.
- Children"s play area on top terrace with few playing equipment.
- One elevator in each building with battery backup.
- Individual Mail box for each flat/apartment at parking level.
- Paved internal roads in Cement interlocking Blocks / Cement tiles /RCCtrimix.

SCHEDULE-V

Description of common areas and facilities/limited common areas and facilities

(A)) COMMON FACILTIES:-

1. RCC Frame work structure of the buildings.
2. Drainage and water line work.
3. Electric meter and water meter connected to common lights, water connections, pump set etc.
4. Light points outside the building and the staircase/s as well as those in the common parking space.
5. One overhead water tank for each building/wing with water pump connected to water reservoir.
6. Lift/Elevator, lift well and elevator equipment.

(B)) RESTRICTED AREAS AND FACILITIES:-

1. The parking spaces at ground floor, mechanical parking shall be r estricted and the Promoter herein shall have exclusive right to all ot the same to the Allottee/Purchaser/s in the building.
2. Top terrace of the building/s shall be restricted and the Promoter herein shall have exclusive right of allotment of the same.
3. All areas etc. which are not covered under aforesaid head C ommon Area and Facilities are restricted areas and facilities w hich include, the marginal open spaces, spaces adjoining flats on p odium, terraces, car-parking"s within the said land and in the bu ilding/s which is/are under construction on the said land is res erved and Promoter shall have exclusive rights to allot sell or tra nsfer, convey the same in part or in full to any buyer of flat /apartment, terrace/s, parking space etc. Or to Convert the Rest ricted Area into Common Area or vise-versa.

IN WITNESS WHEREOF the parties hereto have hereunto set and s ubscribed their respective hands and seals on the day, month and the ye ar first herein above written.

S I G N E D S E A L E D A N D D E L I V E R E D

b y t h e w i t h i n n a m e d P r o m o t e r

M / S S H R E E J I R E A L T Y
t h r o u g h i t " s p a r t n e r

MR. ANJAN HASMUKHBHAI BHALODIYA _____

S I G N E D S E A L E D A N D D E L I V E R E D

by the within named Allottee Purchaser/s.

(1) _____, _____

(2) _____, _____

W I T N E S S

1. **2.**

LIST O F ANNE XURES

Sr. No.	Annexure	Descrip tion
1	Ann ex ure I	Cop y of the cert ifi cate of the titl e iss ued b y the Advocate

2	Annexure II-A	Copy of Property Card 7/ 12 Extract of the said land
3	Annexure III	Copy of Building permission /Commencement certificate
4	Annexure IV	Copy of Layout Plan of the said land
5	Annexure V	Copy of the plans approved by the concerned local/planning authority. (A2 size print which is readable has been given to the allottee /purchaser which is understood by them).
6	Annexure VI	Copy of floor plan of the said apartment.
7	Annexure VII	Copy of Parking plan of the said flat/ apartment
8	Annexure VIII	Copy of the NA Order
9	Annexure IX	Copy of the PAN Card of M/s Shreeji Realty