

Zone No. :-	1.3.5
Govt. Rate Rs.	40,000/- Per Sq. M
Carpet area	89.25 Sq. Mtrs.
Balcony area	13.48 Sq.Mtrs
Enclosed Balcony	4.86 Sq.Mtrs.
Govt. Valuation	Rs. 48,82,600/-
Consideration amount	Rs. 1,07,54,475/-
Stamp Duty of	Rs. 5,37,800/-
Reg. Fees of	Rs. 30,000/-

AGREEMENT FOR SALE

This **Agreement for Sale** made and executed on this ___th Day of _____
in the year, **2024 at Nashik, Tal. and Dist. Nashik.**

BETWEEN

**1. D.K.H BUSINESS CORPORATION LLP,
A Registered LLP, registered vide L.L.P
Registration No. AAR-7066**

Pan No. AAQFD8227Q

Add: - Office No. 57, 6th floor, Business Bay Premises Co. Op. Hsg. Soc. Ltd.,
Mumbai Naka, Near Hotel Sandip Nashik.

**Through its Designated Partner-
MR. ANUP BHAGWANDAS AGRAWAL.**

Age – 38 Years, Occu - Business,

Pan No :ATUPA5632P

Adhaar No : 6540 1121 0006

R/o. Plot No. 09, Yeshomandir Society, Ravindra High School Road, Near
Ravindra High school, Dwarka, Nashik-422011.

Hereinafter referred to as the “**The Land Owner No. 1**” (Which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his, executors, administrators and assignees)

AND

2. (a) MR. SHIVANG BIPIN BATAVIA

Age- 35 Years, Occu- Business.

Pan No. AETFS6736G

Adhaar No: 8361 6260 9535

R/o. Plot No. 41/1/1/6 Serene Meadows, Anandwalli, Gangapur
Road. Nashik.

Hereinafter referred to as the “**The Land Owner No. 2(a)**” (Which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his, executors, administrators and assignees)

(b) MR. SHREYAS VIJAY RATHI.

Age- 35 Years, Occu- Business.

Pan No. AETFS6736G

Adhaar No:4295 6479 9239

R/o. Rathi Farm, B-Road, Industrial Area, Satpur, Nashik.

Hereinafter referred to as the “**The Land Owner No. 2(b)**” (Which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his, executors, administrators and assignees)

AND

3. SHREEJI LIFE SPACE PARTNERSHIP FIRM,

Pan No. ACVFS4150Q

Through Partner -

MR. ANJAN HASMUKHBHAI BHALODIYA

Age - 38 Years, Occupation – Business

Pan No. ACVFS4150Q

Aadhar No. 7362 7089 2812

Add. Plot No. 44, Shreeji House, Karmayogi Nagar, Opposite of

Corporation Bank, Untawadi Road, Nashik.

Hereinafter referred to as the "**The Promoter/Developer**" (Which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said Partnership Firm, its Partners, executors, administrators and assigns)

AND

MS. PRIYA LAXMINARAYAN

Age - 36 Years, Occupation – Service

Pan No. **ADVPL9330J** Aadhar No. **9077 0609 9859**

E-Mail Add: **priyalaxminarayan@gmail.com**

Mobile No. **9730178928**

R/o. Plot No.: 46, Varun Apts., Behind Police Chowky, Shanti Nikten Colony, Pratap Nagar, Nagpur - 440022.

Hereinafter called "**The Purchaser (S) /Allottee (s)**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their heirs executors, administrators and assigns)

WHEREAS

01. PERMISSIONS OF LAND :-

• **NON- AGRICULTURAL PERMISSION: -**

- i. The use of the area admeasuring 7055.00 Sq. Mtrs. out of the S. No. 791/3 has been converted to Non-Agricultural purpose by the order of the Collector, Nashik vide order no. Masha / Kaksha / 3 / 2 / Ru. Ku. Aa / S. R / 330 / 2020 Nashik dated 29/01/2021.
- ii. The use of the area admeasuring. 1245.00 Sq. Mtrs.out of the S. No. 791/3 has been converted to Non-Agricultural purpose by the order of the Tashildar, Nashik vide order no. 10/2021 Nashik dated 11/09/2021.

• **COMMENCEMENT CERTIFICATE: -**

The owners prepared a Building Plan for construction of the building for Residential purpose and the Nashik Municipal Corporation Nashik vide its Commencement letter no LND/BP/B2/633/2022 Dated 31/03/2022, have sanctioned the Building Plan.

02. HISTORY OF LAND:

a. **D.K.H. BUSINESS CORPORATION LLP (i.e. Land Owner No. 1)** purchased area admeasuring 7055.00 Sq. Mtrs. from :-

1. Indubai Nivrutti Motkari alias Indubai Budha Wadge, 2. Hirabai Anandrao Gaikwad, 3. Vrushali Kailas Motkari, 4. Asha Kailas Motkari, 5. Valmik Nivrutti Motkari, 6. Suresh Nivrutti Motkari, 7. Dnyaneshwar Nivrutti Motkari, 8. Bhalchandra Hiranman Motkari, 9. Chandrakala Hiranman Motkari & 10. Mr. Kashinath Nivrutti Motkari with the consent of 1. Mr. Shashikant Kashinath Motkari, 2. Usha Kashinath Motkari alias Usha Nitin Gaikwad, 3. Tarabai Kashinath Motkari alias Pushpa Sunil Gavali, 4. Shubham

Dnyaneshwar Motkari, 5. Mahesh Suresh Motkari, 6. Soni Suresh Motkari alias Archana Ritesh Kamod, 7. Vishal Valmik Motkari & 8. Sagar Valmik Motkari who executed **Sale Deed** in respect of area admeasuring 7055.00 Sq. mtrs. out of Survey No. 791/3 and the same is duly registered at the office of Jt. Sub- Registrar, Class-II, Nashik-2 at Sr. No. 4216/2021 on 03.06.2021. Thereby, the Land Owner No. 1 acquired ownership rights over the area purchased. Accordingly, the name of **Land Owner No. 1** mutated to the owner's column of the property extract vide Mutation Entry No. 502832 which is duly certified on 29.07.2021.

- b. D.K.H. BUSINESS CORPORATION LLP. (i.e. **Land Owner No. 1**) purchased area admeasuring 1245.00 Sq. mtrs. from :-
 1. Rohini Ashok Motkari Alias Rohini Sharad Mahajan, 2. Nanda Ashok Motkari, 3. Bebibai Nivrutti Motkari Alias Bebibai Barku Mahajan, 4. Chetana Ashok Motkari Alias Chetana Manoj Shewale, 5. Reena Ashok Motkari Alias Reena Sumit Khairnar & 6. Bharti Ashok Motkari Alias Bharti Anil Mahajan with the consent of 1. Anil Barku Mahajan, 2. Vighnesh Anil Mahajan, 3. Sakshi Anil Mahajan, 4. Mangesh Barku Majahan & 5. Sharad Barku Mahajan who executed **Sale Deed** in respect of admeasuring 1245.00 Sq. mtrs out of Survey No. 791/3 and the same registered at the office of Jt. Sub-Registrar, Class-II, Nashik-2 at Sr. No. 8564/2021 on 12.10.2021. Thereby, the Land Owner No. 1 acquired ownership rights over the area purchased. Accordingly, the name of **Land Owner No. 1** mutated to the owner's column of the property extract vide Mutation Entry No. 503203 which is duly certified on 06.12.2021.

*The **Land Owner No. 1- D.K.H. BUSINESS CORPORATION LLP.**, thereby, acquired exclusive and absolute ownership over the total area purchased, i.e., area adm. 8300.00 Sq. Mtrs. out of the out of the Survey No. 791/3.*

- c. Mr. Shivang Bipin Batavia [i.e. **Land Owner No. 2(a)**] purchased undivided area admeasuring 2075.00 Sq. mtrs. and Mr. Shreyas Vijay Rathi [i.e. **Land Owner No. 2(b)**] purchased undivided area admeasuring 2075.00 Sq. mtrs i.e., total undivided are purchased by them admeasuring 4150. 00 Sq. Mtrs. out of the Survey No. 791/3, total area adm. 8300.00 Sq. Mtrs. from D.K.H. BUSINESS CORPORATION LLP. (i.e. **Land Owner No. 1**) by way of joint and single Sale Deed dated 17.03.2022. The **Sale Deed** dated 17.03.2022 is duly registered in the office of Jt. Sub-Registrar, Class-II, Nashik-5, at Sr. No. 3376/2022. On the basis of said Sale Deed dated 17.03.2022, Mr. Shivang Bipin Batavia [i.e. land owner no. 2(a)] and Mr. Shreyas Vijay Rathi [i.e. Land Owner No. 2(b)] have both become absolute and exclusive owners in respect of the undivided area purchased by them. On the basis of the sale deed dated 17.03.2022, name of the Land owners no 2(a) and 2(b), is recorded as a joint owner pertaining to the area purchased by them, and the purchased area is shown, mutated along with their names vide Mutation Entry No. 503597 which is duly certified on 22/04/2022.

- d. Mr. Shivang Bipin Batavia [i.e. **Land Owner No. 2(a)**], Mr. Shreyas Vijay Rathi [i.e. **Land Owner No. 2(b)**] has purchased TDR (DRC) admeasuring 1320.00 Sq. Mtrs. by way of joint and single Sale Deed dated 17/03/2022. The **TDR Sale Deed** dated 17/03/2022 is duly registered in the office of Jt. Sub-Registrar, Class-II, Nashik-6, at Sr. No. 3024/2022.
- e. Mr. Shivang Bipin Batavia [i.e. **Land Owner No. 2(a)**], Mr. Shreyas Vijay Rathi [i.e. **Land Owner No. 2(b)**] has purchased TDR (DRC) admeasuring 1992.00 Sq. Mtr. by way of joint and single Sale Deed dated 17/03/2022. The **TDR Sale Deed** dated 17/03/2022 is duly registered in the office of Jt. Sub-Registrar, Class-II, Nashik-6, at Sr. No. 3009/2022.
- f. Thus, **D.K.H. BUSINESS CORPORATION LLP. (i.e. Land Owner No. 1), Mr. Shivang Bipin Batavia [i.e. Land Owner No. 2(a)] and Mr. Shreyas Vijay Rathi [i.e. Land Owner No. 2(b)]** acquired ownership rights over **Survey No. 791/3, area admeasuring 8300.00 Sq. Mtrs. (00H-77R + Pot-Kharaba 00H-06 R)**.
- g. The owners prepared a **Building Plan** and the same has been sanctioned by the Nashik Municipal Corporation, Nashik as is mentioned above.

1. Joint Development Agreement and General Power of Attorney:

The **Land Owners No. 1, 2(a) and 2(b)** as mentioned in the Title Cause of the Present document executed a **Joint Development Agreement (on the basis of revenue sharing)** and a **General Power of Attorney** in respect of **Survey. No. 791/3, area admeasuring 8300.00 Sq. Mtrs. (00H-77R + Pot-Kharaba 00H-06 R)** in favour of **Shreeji Life Space, a Partnership Firm through Partner - Mr. Anjan Hasmukhbhai Bhalodiya**. The same is registered in the office of Sub-Registrar Nashik-5, vide Reg. No. 12123 and Reg. No. 12124 respectively on 04/11/2022. Thereby, **Shreeji Life Space, a Partnership Firm through Partner - Mr. Anjan Hasmukhbhai Bhalodia** acquired **rights to develop the said property and to do acts and deeds on behalf of the Land Owners**.

It has been agreed between the parties of the Joint Development Agreement dated 04/11/2022, that the Gross Sale Proceeds of the constructed premises shall be shared between the Developer and the Land Owners as described in detailed in the Joint Development Agreement. The Land Owner No. 2(a) and 2(b) formed a Partnership Firm, named as 'S & S Realty'. As per the Development Agreement dated 04/11/2022, the revenue sharing of their share [Land Owner No. 2(a) and 2(b)] out of the gross sale proceeds generated by selling of the constructed units from the building to be constructed shall be deposited/transferred in the Bank Account of 'S & S Realty' Partnership Firm and deemed to be received by them individually. It is further agreed that the liability to complete the project by all means and to deliver the timely possession of respective premises to any prospective purchaser is of the promoter including to rectify defect during defect liability period.

2. RERA Registration:

The project "**SHREEJI CELESTIA**" has been registered as per the provisions of Maharashtra Real Estate Regulatory Authority vide Registration No. **P51600034613** dated **20/04/2022**.

- 3. AND WHEREAS** thus the Land Owners No. 1,2(a) and 2(b) herein are the absolute owners of the property owned by them as described above and the Developer has acquired rights to develop the said property i.e. all that piece and parcel of the property bearing **Survey. No. 791/3, area admeasuring 8300.00 Sq. Mtrs. (00H-77R + Pot-Kharaba 00H-06 R)**, situated at **Nashik, Tal. Nashik, Dist. Nashik**, within the limits of Nashik Municipal Corporation, Nashik and are entitled to enjoy, possess the said property and have every right to construct a building thereon. The property **Survey. No. 791/3, area admeasuring 8300.00 Sq. Mtrs. (00H-77R + Pot-Kharaba 00H-06 R)**, as described hereinbefore is hereby for the sake of brevity hereafter in the present Agreement referred as '**the said property**'.
- 4. The Promoter has appointed "Mr. Sumit Kumath"** as an **Architect** for the said project registered with the Council of Architects, and a standard Agreement is executed between the Promoters and the Architects.
- 5. The Promoter has appointed R.C.C. consultant Er. Jayant Inamdar** for specifications for the construction of the building to be put up on the said property and have entered into standard agreement with the said structural engineers. The Promoter accepts the professional supervision of the Architect and the R.C.C. Consultant, Engineers till the completion of the building/ buildings.
- 6.** The Promoter have proposed to develop a Building of Residential use under Real Estate project name "**SHREEJI CELESTIA**" and have prepared the plan(s)/layout for the construction of said residential and the said plan(s)/layout are duly approved by the plans for the scheme of construction on the said property is also approved by Nashik Municipal Corporation Nashik vide letter no. LND/BP/B2/633/2022 Dated 31/03/2022. And the sanctioned plan provides for construction of the Flats/Units and in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work on the said property. **The copy/ies of the approved Building Plan is annexed hereto.** The Project "**SHREEJI CELESTIA**" consist of **9 Wings – A, B, C, D, E, F, G, H, I** consisting of total **238 Residential Units (Ground + Seven Floors)**
- 7.** The said building has been completed up to the plinth stage.
- 8. AND WHEREAS** the Owner/Promoter is entitled for sale, transfer assignment or to otherwise deal with the **Flat No. 304** on the **3rd (Third Floor)**, area admeasuring Carpet 89.25 Sq. Mtrs. (960.68 Sq. Ft.) + Balcony area 13.48 Sq. Mtrs (145.09 Sq. Ft.) + Enclosed Balcony area 4.86 Sq. Mtrs (52.31 Sq. Ft.) (herein after referred to as the said "**said premises**") constructed / to be constructed in the **Wing "D"** of the

Project called “**SHREEJI CELESTIA**” (herein after referred to as the said “Building”) being constructed / to be constructed on the said property described in the First Schedule hereunder written.

9. AND WHEREAS the Purchaser/Allottee (s) has/have approached the Promoter/s and expressed its / his / her / their desire to purchase and acquire from the Promoter/s the “**said Premises**”;

10. AND WHEREAS the Promoter/s have made available to the Purchaser/Allottee(s) the information relating to the said property, all the Building/s, wings and Blocks etc., along with plans sanctioned as well as proposed, designs, specifications, layout plans, details of the Architect and Structural Engineer and such other documents as required under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“**MOFA**”) and/or Real Estate (Regulation and Development) Act, 2016 (“the said **RERA**”) and the rules framed there under and as demanded by the Purchaser/Allottee(s); The Purchaser/Allottee(s) have also received the copies of following documents at the time of booking of the “**said premises**”-

1. 7/12 extract.
2. Revenue records.
3. Copy of N. A. Order issued by Hon’ble Collector, dated 29/01/2021.
4. Copy of N. A. Order issued by Hon’ble Tahasildar dated 11/09/2021.
5. Copy of Agreement to Sale dated 05/08/2020 (Nsk-4, Reg. No. 5391/2020).
6. Copy of Agreement to Sale dated 07/09/2020 (Nsk-4, Reg. No. 6389/2020).
7. Copy of Confirmation Deed dated 12/10/2021(Nsk-2, Reg. No. 8565/2021).
8. Copy of Sale Deed dated 03/06/2021(Nsk-2, Reg. No. 4216/2021).
9. Copy of Sale Deed dated 12/10/2021 (Nsk-2, Reg. No. 8564/2021).
10. Copy of Sale Deed dated 17/03/2022 (Nsk-5, Reg. No. 3376/2022).
11. Copy of Commencement Certificate dated 31/03/2022.
12. Copy of Joint Development Agreement dated 04/11/2022(NSK- 5, Reg. No. 12123)
13. Copy of General Power of Attorney dated 04/11/2022(NSK- 5, Reg. No. 12124)
14. Copy of RERA Registration Certificate.
15. And all the relevant documents pertaining to the said property.

The Purchaser/Allottee(s) has received the copies of documents as referred above and the Purchaser/Allottee(s) admits and acknowledges the receipt of the same. The Purchaser/Allottee(s) has for his/her/their benefit and for the benefit of the other occupiers of the building accepted terms and conditions for the use and enjoyment of “**said premises**” and also restrictions of use of Flat/Units.

11.AND WHEREAS on demand from the Purchaser/Allottee(s), the Promoter has given inspection to the Purchaser/Allottee(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 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under.

12.AND WHEREAS after the Purchaser/Allottee(s) has made an enquiry to purchase the "**said premises**", the Promoter herein had requested the Purchaser/Allottee(s) to carry out independent search by appointing his/her/their own Advocate and to ask any queries, he/she/they had regarding the marketable title, rights and authorities of the Promoter herein & other related permissions and sanctions for construction of the project. The Purchaser/Allottee(s) has/have satisfied himself / herself / themselves in respect of the marketable title rights and authorities of the Promoter herein & other related permissions and sanctions for construction of the project and accordingly, on satisfaction of Purchaser/Allottee(s) and their legal counsel, the Purchaser/Allottee(s) has/have agreed to purchase the residential "**said premises**" which is more particularly described in the Second Schedule hereunder written and shown on the plan annexed hereto as **Annexure**, (hereinafter referred to or called as "**said premises**").

13.The Promoter/s has /have also made available to the Purchaser/Allottee(s) the information relating to the stage wise time schedule of the completion of the project, including the provisions of for civic infrastructure like water, sanitation, electricity as well as amenities & common area.

14. Being satisfied with the title of the Owner/ Promoters to the "**said premises**" and the right of the Promoter/s to develop the said property and being satisfied with all the plans, specifications and other documents made available by the Promoters, the Purchaser/Allottee(s) has/have agreed to purchase and acquire the said "**said premises**" more particularly described in the Schedule II hereunder written from the Promoters at or for the aggregate consideration is **Rs. 1,07,54,475/- (Rupees One Crore Seven Lacs Fifty-Four Thousand Four Hundred Seventy-Five Only)** and on the terms and conditions contained hereinafter;

- 1.** The Purchaser/Allottee(s) have prior to the execution of these presents paid to the Promoters a sum of **Rs. 2,07,545/- (Rupees Two Lacs Seven Thousand Five Hundred Forty-Five Only)** towards earnest money and have agreed to pay a further sum of **Rs. 1,05,46,930/- (Rupees One Crore Five Lacs Forty-Six Thousand Nine Hundred Thirty Only)** towards further consideration amount as per the stages of the construction.
- 2.** Under Section 13 of RERA, the Promoter/s are required to execute a written Agreement for Sale in respect of the "**said premises**" with the Purchaser/Allottee(s) being these presents and upon the execution of these presents and it being lodged for registration by the

Purchaser/Allottee(s) and the Promoter/s being informed about the same, the Promoter/s are required to admit execution thereof before the concerned Sub-Registrar/s. The parties are accordingly executing these presents in the manner hereinafter appearing;

3. The Purchaser/Allottee(s) shall bear the common maintenance charges as particularized in **Schedule** hereunder written after the period of maintenance by the promoter/s is /are over as herein below mentioned.
4. The Purchaser/Allottee(s) and the Promoter/s have agreed and settled the terms of the transaction and, therefore, record and execute this agreement.
5. The Promoter/s is/are constructing residential tenements in the project which is presently named as "**SHREEJI CELESTIA**" and the Promoter/s reserved their right to change name of the project at later stage.
6. A] Owner/Promoter shall mean and include "Promoter" as defined in RERA and Purchaser shall mean and include "Allottee" as defined in RERA.

B] Flats/Units shall mean the Apartment as defined in RERA.

NOW THEREFORE THIS AGREEMENT FOR SALE IS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT: -

1. The recitals herein shall be deemed to be incorporated in this operative part as if reproduced herein verbatim.

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

3. The Promoter herein have specifically informed the Purchaser/Allottee(s) that, the present sanctioned buildings plans received from the Concerned Development Controlling Authority / Local Authority is for the, present available FSI for the said land only and further sanction to building plans for the remaining FSI (if any) of the said land and floating FSI/TDR (if any) is yet to be received and hence the plans may have to be changed and hence 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 layout 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 vice 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.

4. The Purchaser/Allottee(s) declare/s and confirm/s that he/she/they is/are aware that the said building/s, Wing in which the said Flat i.e. ***“said premises”*** is/are 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 ***“said premises”*** hereby agreed to be sold, the Purchaser/Allottee(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.
5. **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/ phase shall be granted by the concerned local authority.
6. The Allottee/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.
7. **AND WHEREAS** the Allottee / Purchaser/s has agreed to purchase the ***“said premises”*** 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.
8. **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 Promoter responsible for the such contrary conditions.
9. **AND WHEREAS** the Allottee / Purchaser/s has independently made himself aware about the specifications provided by the Owner / Promoter in the ***“said premises”*** 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**.
10. **AND WHEREAS** the Purchaser/Allottee(s) aware that, the water supply will be provided as per the norms of Nashik Municipal Corporation. In case of any

scarcity of water in future the Promoter shall not be responsible for the same.

11. The Promoter/s has/have commenced construction of a residential building and units thereon. The purchaser/s has/have shown willingness to purchase "**said premises**" i.e. **Flat/ Unit No. 304 on 3rd (Third Floor)**, carpet area admeasuring **89.25 Sq. Mtrs.** constructed / to be constructed in the building of the project called "**SHREEJI CELESTIA**" consisting of a Hall, Kitchen, **3** Bedrooms with toilets along with the Parking area as per attached plan for exclusive use along with the "**said premises**" in the said building which is called "**SHREEJI CELESTIA**". The "**said premises**" is constructed as per approved plan shown to the purchaser/s and the copy of which is provided to the purchaser/s. The Promoter shall not cause changes to the general design of the residential units to be constructed as per the said approved plan. If at all general design is to be changed or modified which is going to affect the "**said premises**" agreed to be sold vide the present Agreement to the purchasers particularly described in **Schedule-II**, then the Promoter shall obtain consent in writing from the purchaser/s and the Allottee (s) shall not unreasonably withhold the said consent.

12. It is further provided that -

- i. In the common area of the building the Allottee (s) shall has/have proportionate share considering the total number of residential units to be constructed upon the said property.
- ii. Provided always that proportionate share of the common areas may fluctuate if the Promoter/s is/are able to construct additional floors in the said property on account of availability of additional area for construction on account of change of rules of Floor Space Index during the period of the construction and completion of building. However due to the change of share in common area the consideration as settled and agreed shall not change. The Promoter shall be entitled to carry out the remaining and further additional construction in accordance with the approval they get from Nasik Municipal Corporation Nashik.
- iii. The Purchaser/Allottee (s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, garage/covered car parking space at Ground floor, car parking unit bearing No. D-304 admeasuring 100 sq.ft having 14.76 ft. length, 7.54 ft breadth x 6.88 ft vertical clearance. The Parking area for the purpose of parking his/her own vehicle for the beneficial use of the "**said premises**" shall use the same as per rules and regulation of ultimate association to be formed, and the Promoter shall not be responsible for the same in any manner. The Promoter has made available car parking/s as per the rules and regulations of Municipal Corporation and chapter 8 of UDCPR rules 2020 and the space for parking is available per unit basis.
- iv. The Promoter shall be entitled to all other car parking spaces in the compound / under the stilts / podium parking area, of the said building and portion of the top terrace (except the portion thereof set a part for providing water tank etc.) with or without right to erect, and display hoardings or logo's on walls, parapet walls , terraces (all of

which are hereinafter collectively briefly referred to as, the said specified "**premises**") available or to be available in the said buildings/wings/ project.

- v. The common terrace of the buildings, including the parapet walls, & ground floor compound area and marginal space shall always remain the property of the Promoters/Owner, and the Promoters/Owner shall also be entitled to display, advertisement in respect of his project/s on the walls, or water tanks, standing on the terrace and the Promoters shall be exclusively entitled to the income that may be derived by display of the said advertisements. The Agreement with the Purchaser/Allottee(s) of the "**said premises**" and the said building shall be subject to the aforesaid right of the Promoter, who shall be entitled to use the common terrace, including parapet wall and the walls and the water tank that in for any purpose including display of advertisements and sign boards.

[A] The Allottee (s), has agreed to purchase the "**said premises**" from the Promoter and the Owner / Promoter agrees to sell the "**said premises**" at or for **Rs. 1,07,54,475/- (Rupees One Crore Seven Lacs Fifty-Four Thousand Four Hundred Seventy-Five Only)**, which price is agreed to be paid in the manner hereinafter appearing. The Allottee (s) admits that the consideration settled is as per the market price prevailing in the said locality and the amenities offered by the promoter/s.

[B] The said consideration is **Inclusive** of -

- i. Cost of electric, legal, infrastructure and water meter & connection with deposit thereof and supply thereof from the poles.
- ii. Share of outgoings taxes etc.
- iii. Cost of formation and registration of Society/ or Apartment Association or limited company and other amounts of shares etc.
- iv. The stamps, registration charges engrossing sale deed / deed of apartment or a deed alike nature thereof.

[C] The said consideration is **Exclusive** of -

- i. The amount of G.S.T. or any other tax that may be levied if any charged, levied, assessed by the government upon the said transaction contemplated herein between parties. GST payment shall be made in the name and account given below; **"Shreeji Life Space" Account No. 186805002878, IFSC Code ICIC0001868. Bank - ICICI Bank, Branch - Bodhale Nagar, Nashik.**
- ii. Any other special expenses taxes, charges which may arise hereafter for the said transaction or for any facility required to be provided

13. The said consideration of **Rs. 1,07,54,475/- (Rupees One Crore Seven Lacs Fifty-Four Thousand Four Hundred Seventy-Five Only)**, shall be paid by the Allottee (s)/s in the manner of installments as per stages herein below mentioned. It is not at all

binding on the Promoters to issue a formal demand for the payment. The Allottee (s)/s is/are bound to make the said payment as per stages as provided herein without committing default thereof. The Promoter/s in their discretion send a formal letter of demand on the address of the Allottee (s)/s by mail or courier or by any other mode as may be deemed fit. The Allottee (s)/s is aware of the stages up to which the work is completed and shall make payment of all instalments which became due as provided hereafter within **7 days** from the date hereof and remaining instalments in time. Time is the essence of contract.

14. The Allottee/s has/have agreed to pay to the Promoter the lump-sum purchase price of **Rs. 1,07,54,475/- (Rupees One Crore Seven Lacs Fifty-Four Thousand Four Hundred Seventy-Five Only)**, being the purchase price for the **“said premises”** [exclusive of other payments to be made as provided in this agreement hereafter and further GST/SGST or any other tax which may be payable on this Agreement or in respect of Sale of **“said premises”** shall be paid by the Purchaser/Allottee(s)] and the undivided share, right, title and interest available on completion of project in the common areas, amenities and facilities of the said Building **“SHREEJI CELESTIA”** more particularly described hereunder written as under: -

A. The Purchaser/Allottee/s agrees and undertakes that timely payment towards purchase of the said Apartment as per payment plan/schedule hereto is the essence of Agreement. The Purchaser/Allottee has / have prior to the date of execution of this presents paid consideration amount as under -

Payment Schedule:

<u>Amount</u>	<u>Particulars</u>
Rs. 1,00,000/-	In Words (Rupees One Lac Only) paid by the Purchaser/Allottee(s) to the Owner/Promoter drawn on Bank of Baroda by way of NEFT dated 26/10/2023 .
Rs. 1,07,545/-	In Words (Rupees One Lac Seven Thousand Five Hundred Forty-Five Only) paid by the Purchaser/Allottee(s) to the Owner/Promoter by way of TDS challan.
Total Amount Rs. 2,07,545/-	Total Amount In Words (Rupees Two Lacs Seven Thousand Five Hundred Forty Five Only)

The payment schedule of consideration amount is as follows

- 1) Amount of **Rs. 2,07,545/- In Words (Rupees Two Lacs Seven Thousand Five Hundred Forty-Five Only)** (not exceeding 2%) **partly paid** at the time of booking of the **“said premises”**.

- 2) Amount of **Rs. 8,67,903/- In Words (Rupees Eight Lacs Sixty-Seven Thousand Nine Hundred Three Only)** (not exceeding 8%) to be paid balance amount of booking of the "*said premises*".
- 3) Amount of **Rs. 26,88,619/- (Rupees. Twenty-Six Lacs Eighty-Eight Thousand Six Hundred Nineteen Only)** (not exceeding 25%) to be paid to the Promoter on Completion of the Plinth of the Wing/Building.
- 4) Amount of **Rs. 5,37,724/- (Rupees Five Lacs Thirty-Seven Thousand Seven Hundred Twenty-Four Only)** (not exceeding 5%) to be paid to the Promoter on Completion of the 1ST slab of the Wing/Building.
- 5) Amount of **Rs. 5,37,724/- (Rupees Five Lacs Thirty-Seven Thousand Seven Hundred Twenty-Four Only)** (not exceeding 05%) to be paid to the Promoter on Completion of the 2nd slab of the Wing/Building.
- 6) Amount of **Rs. 5,37,724/- (Rupees Five Lacs Thirty-Seven Thousand Seven Hundred Twenty-Four Only)** (not exceeding 05%) to be paid to the Promoter on Completion of the 3rd slab of the Wing/Building.
- 7) Amount of **Rs. 5,37,724/- (Rupees Five Lacs Thirty-Seven Thousand Seven Hundred Twenty-Four Only)** (not exceeding 5%) to be paid to the Promoter on Completion of the 4th slab of the Wing/Building.
- 8) Amount of **Rs. 5,37,724/- (Rupees Five Lacs Thirty-Seven Thousand Seven Hundred Twenty-Four Only)** (not exceeding 5%) to be paid to the Promoter on Completion of the 5th slab of the Wing/Building.
- 9) Amount of **Rs. 5,37,724/- (Rupees Five Lacs Thirty-Seven Thousand Seven Hundred Twenty-Four Only)** (not exceeding 5%) to be paid to the Promoter on Completion of the 6th slab of the Wing/Building.
- 10) Amount of **Rs. 5,37,724/- (Rupees Five Lacs Thirty-Seven Thousand Seven Hundred Twenty-Four Only)** (not exceeding 5%) to be paid to the Promoter on Completion of the 7th slab of the Wing/Building.
- 11) Amount of **Rs. 5,37,724/- (Rupees Five Lacs Thirty-Seven Thousand Seven Hundred Twenty-Four Only)** (not exceeding 5%) to be paid to the Promoter on Completion of the 8th slab of the Wing/Building.
- 12) Amount of **Rs. 5,37,724/- (Rupees Five Lacs Thirty-Seven Thousand Seven Hundred Twenty-Four Only)** (not exceeding 5%) to be paid to the Promoter at the stage of Completion of Brick Work.

- 13) Amount of **Rs. 5,37,724/- (Rupees Five Lacs Thirty-Seven Thousand Seven Hundred Twenty-Four Only)** (not exceeding 5%) to be paid to the Promoter at the stage of Completion of Plaster.
- 14) Amount of **Rs. 5,37,724/- (Rupees Five Lacs Thirty-Seven Thousand Seven Hundred Twenty-Four Only)** (not exceeding 5%) to be paid to the Promoter at the stage of Completion of Flooring.
- 15) Amount of **Rs. 5,37,724/- (Rupees Five Lacs Thirty-Seven Thousand Seven Hundred Twenty-Four Only)** (not exceeding 5%) to be paid to the Promoter at the stage of Completion of Plumbing Work.
- 16) Amount of **Rs. 5,37,724/- (Rupees Five Lacs Thirty-Seven Thousand Seven Hundred Twenty-Four Only)** (not exceeding 5%) to be paid to the Promoter at the stage of Possession and/or receipt of Completion Certificate.

The balance consideration amount is to be paid by the Purchaser/Allottee(s) in the manner enumerated in the Payment Schedule subject to the terms and conditions agreed between the Owner/ Promoter and Purchaser/Allottee(s) at the time of Booking.

Provided further that the Allottee has seen the progress of work and shall pay all outstanding installments within 10 days from the date hereof.

Provided further that the payment of Installment shall be made as per Schedule above on progress of work irrespective of date of possession provided hereafter.

However, the Purchaser voluntary i.e., on his own may pay more amount of consideration in advance i.e., before the stage of payment, then the said payment shall be interest free, and the Purchaser is not entitled for any benefit out of the same.

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax and Cess, or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the ***"said premises"***.

15. The details of deposition of the Consideration amount against the "said premises" is as follows: -

The amount of consideration of the ***"said premises"*** is to be deposited / paid / transferred in a ('Project Sales Proceeds Account') by Allottee/Purchaser/s by Cheque/Demand draft/RTGS issued/drawn in the name of

"Shreeji Life Space" Account No. 186805003116, IFSC Code ICIC0001868. Bank - ICICI Bank, Branch - Bodhale Nagar, Nashik.

16. The total price is escalation free save and except escalations/increases due to increase on account of development charges payable to the Nashik Municipal Corporation and/or any other increase in charges which may be levied or imposed by the Nashik Municipal Corporation Nashik from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/Allottee(s) for increase in development charges, costs, or any increase in taxes imposed by the State or the Central Government and or cesses, charges or levies imposed by the Nashik Municipal Corporation Nashik, the Purchaser shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
17. The construction of the building, subject matter of present unit is going on and it is reached at a stage of plinth and all the other allied construction work is in progress simultaneously. The Allottee (s) shall have to pay his part of consideration as per the stages of construction time to time. The Allottee (s) shall pay the balance amount of consideration money payable as on date, within seven days from the date hereof and shall pay further installments on due dates whether demanded or not. The time being the essence of contract.
18. The payment as per the particulars mentioned above is the essence of this agreement. The Promoter/s may in his/her/ their own discretion decide to terminate this agreement, if there is a default in payment of the installment as per the aforesaid schedule agreed by the Allottee(s)/s.
19. It is further provided that if any additional amenities are demanded by the Purchaser/Allottee(s) or the specifications as set out are changed, then the Purchaser/Allottee(s) in both the events has to pay additional costs for the changes. The cost of the said modifications shall be as decided by the Promoter/s and his decision shall be final and the amount shall be paid as decided and agreed at the relevant time. The extra work and /or any extra amenities if suggested by the Purchaser/s to the Promoters, in the date of handing over possession of the **"said premises"**, may result into delay of date of handing over possession of the **"said premises"**.
20. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount

was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meters as agreed in this Agreement.

21. The Purchaser/Allottee authorizes the Promoter to adjust / appropriate all payments made by him / her under any head(s) of dues against lawful outstanding, if any in his / her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object / demand / direct the Promoter to adjust his payments in any manner.
22. It is further provided that if any additional amenities are demanded by the Purchaser/Allottee (s)/s or the specifications as set out are changed, then the Purchaser/Allottee (s)/s in both the events has to pay additional costs for the changes. The cost of the said modifications shall be as decided by the Promoter/s and his decision shall be final and the amount shall be paid as decided and agreed at the relevant time.
23. The Purchaser/Allottee (s)/s may in his/ her/ their own discretion inspect the materials used in the construction of building during process of the construction. However, it is made clear that any complaint as to the Standard of the material used after the particular stage of the work is complete, will not be entertained by the Promoter/s. The queries shall be answered by the architect of the project.
24. The Promoter/s shall maintain the list of the residential units sold and unsold for their record giving the details of the respective transactions.
25. The Promoter/s declares there are no outstanding against outgoings against the **"said premises"** and they have paid and satisfied the non-Agricultural assessment and have paid the development charges to the Nashik Municipal Corporation Nashik for the approval of the building plans.
26. Without prejudice to the right of Owner / Promoter to charge interest, the Purchaser/s hereby agree/s that if the Purchaser/s/Allottee(s) commits a default –
 - (i) in payment of any of the aforesaid installments on their respective due dates (time being of the essence of the contract), with or without interest, as the case may be, and/or,
 - (ii) in observing and performing any of the terms and conditions of this Agreement, and on the allottee committing three defaults of payment of installments, & thereby reminders of the defaults the Promoter shall at his own option, may terminate this Agreement:

Provided that the promoter shall give of 15 (fifteen) days' notice (in writing) by Registered Post AD at the address provided by the

Purchaser and/or by email or a demand letter having been given / sent by the Owner / Promoter to the Purchaser/s at the email address and/or WhatsApp number provided by the Purchaser, of his intention to terminate this Agreement and of specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of the notice, then at the end of such notice period the Owner/Promoter shall be at liberty to unilaterally terminate this Agreement. Provided further that in the event of termination, the Owner/ Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Owner/ Promoter) within a period of Ninety days of the termination, the instalments of sale consideration of the Unit/Flat which may till then have been paid by the Purchaser to the Owner/ Promoter. The Owner/ Promoter shall be entitled to deduct the earnest money that is amount equal to 20% of the consideration money paid by the Purchaser/s to the Owner/ Promoter and refund the balance installment amounts. The amounts paid by the Purchaser/s to the Owner/ Promoter till then towards G.S.T. and other like taxes shall be non-refundable. On the Owner/ Promoter terminating this Agreement under this clause, they / he shall be at liberty to sell and dispose of the **“said premises”** to any other persons/parties as the Owner/ Promoter may deem fit and proper, at such price and upon such terms and conditions as the Owner/ Promoter may determine and the Allottee/Purchaser/s shall not be entitled to raise any dispute or objection to such sale or to claim any compensation or damages of any nature whatsoever from the Owner/ Promoter by reason of such sale or transfer being affected by the Owner/ Promoter in favor of any other person/s or party.

27. Without prejudice to the other rights of the Owner/ Promoter under this Agreement and/or in law the Purchaser/s/Allottee(s) hereby agree and undertake in case the Purchaser/s/Allottee(s) fail to pay the installment amounts on its due date as mentioned, then in that event, the Purchaser/s/Allottee(s) shall be bound and liable to pay the Owner/ Promoter interest that shall be the highest State Bank of India Marginal Cost of Lending rate plus two percent or interest as may be applicable under the provisions of RERA and in absence of any such provision at 12% p.a. whichever is higher on and from the due date till the date of actual payment. Provided further that the Owner/ Promoter shall be entitled to appropriate the amount received from Purchaser/Allottee(s) firstly towards the interest and thereafter towards consideration / installment amount or any other amount payable by the Purchaser. The Purchaser/s hereby grants its / her / his / their consent to the aforesaid appropriation.

28. Procedure For Taking Possession: -The Promoter shall upon obtaining the occupancy certificate / completion certificate and the payment made by the Purchaser/Allottee(s) as per the Agreement, shall offer the Possession of the **“said premises”** in terms of this Agreement. The Purchaser/s/Allottee(s) shall be bound and liable to take possession of the **“said premises”** within 15 (Fifteen) days from the date of the Promoter giving written notice to the Allottee(s). The Purchaser/Allottee(s) hereby

agrees and undertakes to pay the maintenance charges as determined by the Promoter or Association of Purchaser/Allottee(s) as the case may be. The Promoter on his behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the project.

29. The Purchaser/Allottee(s) shall take possession of "**said premises**" within 15 days of written notice from the Promoter to the Allottee(s) intimating that the "**said premises**" is ready for use and occupancy.

30. Upon receiving a written intimation from the Promoter, the Purchaser/Allottee(s) shall take possession of "**said premises**" from the Promoter by executing necessary indemnities, undertakings, and such other documentation as may be required by Promoter in this Agreement and the Promoter shall give possession of "**said premises**" to the Purchaser/Allottee(s). In case the Purchaser/Allottee(s) fails to take possession within the time provided such Purchaser/Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

The Promoter shall give Possession of the "**said premises**" to the Purchaser/Allottee(s) within such time as described hereunder, subject to the concerned authorities granting the necessary sanctions and approvals for the construction and completion of the Buildings/Wings/Phases to be constructed on the said property and subject to force majeure conditions. If the Promoter fails or neglects to give possession of "**said premises**" to the Purchaser/Allottee(s) on account of reasons not beyond his control and his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/Allottee(s) the amounts already received by him in respect of "**said premises**" with interest at the same rate as may be mentioned in the Clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. In the above event, neither party shall have any other claim against the other in respect of the "**said premises**" or arising out of this Agreement and the Promoter shall be at liberty to sell and dispose of the "**said premises**" to any other person at such price and upon such terms and conditions as the Promoter may deem fit. Provided however that the Promoter shall be entitled to reasonable extension of time for giving delivery of "**said premises**" on the aforesaid date by applying to the Real Estate Regulatory Authority constituted under Section 6 of the said RERA, if completion of the building in which "**said premises**" is to be situated is delayed. Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the /Allottee(s) and the Promoter for giving possession of "**said premises**" on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of-

- i. The Allottee/Purchaser/s has/have committed any default in payment of installment as mentioned in clause written herein above
- ii. Any extra work required to be carried in the said Flat/Shop/Office as per the requirement and at the cost of the Allottee/Purchaser/s.
- iii. war, civil commotion or act of God;

- iv. Non availability of Steel, Cement, Natural Sand, Small Stone (Khadi), and another building material, and Water or electric supply.
- v. Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- vi. Any Permission or Sanction from the concerned Authority/ies, being delayed in spite the same being followed up by the developer /promoter.
- vii. Non timely delivery and installation of any systems, plants and equipment from the manufacturers/distributors/agencies in spite of the same being followed up by the Owner/Promoter as the said project contains modern amenities and facilities.
- viii. Delay caused due to Pandemic situation.
- ix. Any delay arises due to accident on the project premise.
- x. Any litigation or any order of any Court or judicial forum.

31. Upon possession of the ***“said premises”*** being handed over to the Allottee(s), he/she/they shall be entitled to the use and occupation of the ***“said premises”*** for lawful and approved residential purpose only. Upon the Allottee(s) taking possession of the ***“said premises”*** he/she/they shall have no claim against Promoter in respect of any item of work in the ***“said premises”***, which may be alleged not to have been carried out or completed. The only liability of the Promoter shall be the statutory liability under Section 14(3) of the said Act which relates to the defect liability period of Five (5) years.

32. On and from the date of taking possession of the ***“said premises”*** from the date of expiry of a period of 15(Fifteen) days from the date of the Promoter intimating by letter or email or WhatsApp, SMS or Phone call or by any other mode to the Allottee(s) to take the possession of the ***“said premises”***, whichever is earlier, the Allottee(s) shall be bound and liable to bear and pay all taxes levied by Nashik Municipal Corporation Nashik, and/or any other government bodies and authorities and/or statutory bodies and/or authorities and also all the charges for electricity and other services and all other outgoings including common area maintenance, the Society outgoings that shall be payable in respect of the said Flat/Unit ***“said premises”***, irrespective of whether the Allottee(s) take the possession or not.

33. The ***“said premises”*** is intended and shall be used for approved residential purposes only and the Allottee(s) shall not use the ***“said premises”*** or any part or portion thereof for any other purposes whatsoever. The Allottee(s) shall use the parking space/s allotted to him/her/them only for the purpose of keeping or parking the Allottee(s) own vehicle and for no other purpose and the parking space/s and the ***“said premises”*** shall always be sold/transferred together with flat and not separately for any reason whatsoever. However, the Purchaser is not allowed to park any commercial vehicle (used for his/her business / commercial, trade activity) in the project premises or in the parking area allotted to the Purchaser/s.

34. It is expressly agreed that the Purchaser/s shall be entitled to use the “Common Areas and Facilities” appurtenant to the ***“said premises”*** and

the nature, extent and description of such "Common Areas and Facilities" and the "Limited Common Areas and Facilities" is set out in the **Schedule-III** written hereunder.

35. The fixtures, fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Promoter in the said building and project and the "**said premises**" are described to the purchaser/s/Allottee(s) and is satisfied himself/herself/themselves/itself about the same before taking possession of the "**said premises**".

36. The Owner/ Promoter have informed the Purchaser/s/Allottee(s) as under: -

- a) The expenses for maintenance, repairs, improvements, replacements in respect of the said infrastructure facilities shall be shared/divided between the Purchaser/Allottee(s) of "**said premises**" in the Buildings/Wings/Project "**SHREEJI CELESTIA**" constructed/ proposed to be constructed on the said property;
- b) The Purchaser/Allottee(s) shall not in any manner object to the aforesaid arrangement. The Purchaser/s in fact hereby gives his/her/their consent and approval to this arrangement.
- c) Without prejudice to generality, the Purchaser/Allottee(s) shall be liable to contribute for premium payable towards general insurance and title insurance as may be applicable in the manner in which expenses for maintenance are to be shared.
- d) The Promoter shall provide only one DTH service provider i.e Tata Sky and any one internet connection for each flat/apartment. The Purchaser/Allottee(s) shall use only that service connection and is not allowed to installed any other connection for the same. Similarly, indoor and outdoor units of Air Conditioners (AC) shall be fitted only at the given locations.

37. Within 15 days after notice in writing is given by the Owner/ Promoter to the Purchaser that "**said premises**" is ready for use and occupancy, and from the date of entering upon the "**said premises**", the Allottee(s) shall be liable to bear and pay the proportionate share of outgoings in advance to the Promoter until the conveyance of the project is executed in favor of association of the Purchasers, and thereafter to the said association for (a) Insurance Premium (b) All Municipal/ Cantonment and other taxes that may from time to time be levied in respect of the "**said premises**" and/or building and betterment charges or such other levies by the Nasik Municipal Corporation Nashik, and/or government water taxes and water charges, common lights, repairs, salaries of clerks bill collectors chowkidars, sweepers, and all other expenses necessary and incidental to the management and maintenance of project land and buildings (c) Outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts, insurance premiums or any other outgoings incurred in connection with the "**said premises**" and the Buildings and Project along with service tax as applicable. Provided that the Promoter shall be liable to pay only the municipal rates and taxes, at actuals, in respect

of the unsold units in the Buildings/Wings to be constructed on the said property. The amounts so paid by the Purchaser/Allottee(s) to the Promoter shall not carry any interest and remain with the Owner/ Promoter until handing over possession to the particular Unit Holders.

38. DEFECT LIABILITY -

- i. If within a period of five years from the date of handing over the "**said premises**" to the Purchaser/Allottee(s), the Purchaser/Allottee(s) brings to the notice of the Promoter any structural defect in the "**said premises**" or the building in which the "**said premises**" are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/Allottee(s) shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee / Purchaser/s shall not carry out any alterations of the whatsoever nature in the "**said premises**" in specific the structure or the "**said premises**" of the said building, wing and project which shall include but no limit to columns, beams etc. on in the fittings therein, in particular it is hereby agreed that the Purchaser/Allottee(s) shall not make any alterations in the bathroom, toilet & kitchen, which may result in seepage of the water. If any such works carried out without the written consent of Owner/Promoter the defect liability automatically shall become void. And in case of any leakage, seepage or any damage or any construction related issues caused or arises in any of the adjacent or beneath premises / flats / shops, due to changes or repair work done by the Allottee / Purchaser/s in respect of the "said premises", the Purchaser/s shall be solely responsible for the same.
- ii. The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Owner/Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of "**said premises**" by the occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Purchaser/Allottee(s) either themselves or through their agents or nominees or occupants, etc. It is specifically agreed and understood between the parties that the regular wear and tear of the "**said premises**"/ Building / Wing includes minor hair line cracks on the external and internal wall excluding the R.C.C. structure and which also happens due to the extreme temperature variations in Nashik leading to shrinkage cracks in the walls and such shrinkage / minor hair line cracks shall not be deemed to be any defect nor any structural defect and cannot be attributed to either bad workmanship or structural defect.
The owners of the Flats of the building and / or Association/s, Society shall maintain and look after the building structure and shall do the crack filling and coloring treatment in every three years. If fails, the Developer / Promoter shall not be responsible for any damage.
- iii. 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 Purchaser/Allottee(s) to continue warranty on the products/ equipment used inside the **"said premises"** 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 owner/ promoter automatically becomes void.

- iv. That it shall be the responsibility of Purchaser/Allottee(s) to maintain his **"said premises"** 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.
- v. Further where the manufacturer warranty as shown by the owner/promoter to the Purchaser/Allottee(s) ends before the defects liability period and such warranties are covered under the maintenance of the **"said premises"** /building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Purchaser/Allottee(s) the Owner/Promoter shall not be responsible for any defects occurring due to the same.
- vi. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/Allottee(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 **"said premises"**/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

39. The Allottee(s) hereby agree/s and undertake/s that in case if any payments are required to be made to the Government of Maharashtra or the statutory/ revenue / administrative bodies and authorities under any head or name whatsoever, arising strictly on account of construction of the Buildings or Wings proposed to be constructed on the said property and sale of **"said premises"** to the new Allottee(s) at any point of time either during the work of construction being carried out on the said property or after the juridical and physical possession of the **"said premises"** is handed over by the Promoter to the Allottee(s) or otherwise, then in that event, such payments shall be made by **"said premises"** Allottee(s) alone or Association of the Purchaser/s. The Promoter shall not be called upon to make any payments for the aforesaid purpose or contribute towards the same in any manner whatsoever.

40. The Purchaser/Allottee(s) for himself / herself / themselves and his/her/their nominee/s, heirs, executors, administrators and assigns and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the **"said premises"** shall come, hereby covenant/s with the / Promoter as follows -

- a) To maintain the **“said premises”** at Purchaser/Allottee(s) own cost in good tenantable repair and condition from the date of possession of the **“said premises”** are taken or from the date of expiry of a period of 7 (seven) days from the date of the Promoter offering possession of the **“said premises”** to the Allottee(s), whichever is earlier and shall not do or suffer to be done anything in or to the building or wing in which the **“said premises”** are situated, staircase or any passages which may be against the rule, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building or wing in which the **“said premises”** are situated and the **“said premises”** itself or any part thereof;
- b) Not to store in the **“said premises”** 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 **“said premises”** situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passages or any other structure of the building in which the **“said premises”** situated, including entrances of the building in which the **“said premises”** are situated and in case any damage is caused to the building in which the **“said premises”** are situated or the Flat/Unit on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach;
- c) To carry out at its own cost all internal repairs to the **“said premises”** and maintain the **“said premises”** in the same condition, state and order in which it was delivered by the Promoter to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the **“said premises”** are situated or to the **“said premises”** which may be in contravention of the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- d) Not to demolish or cause to be demolished the **“said premises”** 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 **“said premises”** or any part thereof, nor any alteration in the elevation and outside color scheme of the Buildings in which the **“said premises”** are situated and shall keep the portion sewers, drain pipes in the **“said premises”** and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the **“said premises”** are situated and shall not chisel or in any other manner damage the columns,

beams, walls, slabs or RCC, Pardis or other structural members in the **“said premises”** without the prior written permission of the Promoter and/or the Association;

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the Building in which the **“said premises”** are situated or any part thereof or whereby any increase 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 premises”** in the compound or any portion of the said property and the building in which the **“said premises”** are situated;
- g) Pay to the Promoter within 15 days of demand by the Promoter, his/their/its share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the **“said premises”** are situated;
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of any change of user, if any, of the **“said premises”** by the Purchaser/Allottee(s).
- i) The Purchaser/Allottee(s) and the persons to whom the other units in the Building/Wing are sold or are agreed to be sold hereby agree to sign and execute all papers, documents and do all other things for safeguarding the interest of the Promoter and all persons acquiring the remaining units in the buildings constructed on the said property.
- j) The Purchaser/Allottee(s) shall not let, sub-let, transfer, assign or part with its interest or benefit under this Agreement or part with the possession of the **“said premises”** until all the dues payable by the Purchaser/Allottee(s) to the Promoter under this Agreement are fully paid up and only if the Purchaser/Allottee(s) has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/Allottee(s) has obtained the prior written consent of the Promoter in that behalf;
- k) The Purchaser/Allottee(s) shall observe and perform all the rules and regulations which the Society/Association 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 Buildings/Wings and the **“said premises”** therein and for the observance and performance of the Building Rules, Regulations and By-laws for the time being of the concerned local authority and of Government and other public bodies and the Allottee(s) shall also observe and

perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the **“said premises”** in the Building or Wing or Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

- l) The Purchaser/Allottee(s) shall allow the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the **“said premises”** or any part thereof for the purpose of making, maintaining, repairing, improving, replacing, re-building, cleaning, lighting and keeping in order and good condition the said infrastructural facilities as also services, drains, pipes, cables, water connections, telephone and electric connections, wires, part structures and other conveniences belonging to or serving the **“said premises”** or the building in which the **“said premises”** are located and for the purpose of laying down, maintaining, repairing and testing drainage lines, water pipes and electric wires and for similar purposes.
- m) The Purchaser/Allottee(s) shall not do or permit to be done any act or thing which may render voidable any insurance of any **“said premises”** or any part of the buildings or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other **“said premises”** in the Buildings or Wings. However, it is clarified that this does not cast any obligation upon the Owner/ Promoter to ensure the building or **“said premises”** agreed to be sold to the Allottee(s).
- n) The Purchaser/Allottee(s) shall not do any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove;
- o) The Purchaser/Allottee(s) hereby expressly agrees that all obligations on the part of Purchaser shall be complied with Purchaser as may be required by the Owner/ Promoter and Owner/ Promoter shall be entitled to call upon the Purchaser to comply with the same and/or rectify or take any action in respect thereof. Nothing contained in these Presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the **“said premises”** or of the said property, hereditaments and **“said premises”** or any part thereof or of the Buildings or Wings thereon or any part thereof.
- p) The Purchaser / Allottee shall not be allowed to change the placement of toilet, kitchen, etc. as has been sanctioned by Corporation and as provided by the Promoter. Further the Purchaser shall use the points of Air conditioning as provided to the unit by the Promoter. The Purchaser is not allowed to

change the standard pattern / design for the same and shall have to follow and install indoors and outdoors Air conditioner units.

41. The Purchaser/Allottee(s) hereby agree/s and undertake/s that in case if any payments are required to be made to the Government of Maharashtra or the statutory/ revenue / administrative bodies and authorities under any head or name whatsoever, arising strictly on account of construction of the Buildings or Wings proposed to be constructed on the said property and sale of "**said premises**" to the new purchasers at any point of time either during the work of construction being carried out on the "**said premises**" or after the juridical and physical possession of the "**said premises**" is handed over by the Promoter to the Purchaser/Allottee(s) or otherwise, then in that event, such payments shall be made by the "**said premises**" Purchaser/Allottee(s) alone. The Promoter shall not be called upon to make any payments for the aforesaid purpose or contribute towards the same in any manner whatsoever.

The Purchaser/Allottee(s) shall carry all interior and other works with due care and caution and take proper care of the "**said premises**". Provided further that notwithstanding any provisions regarding the liability of the Promoter about any structural defect in "**said premises**" or building or wing or any account of workmanship, quality or provision of service, the Promoter shall be ceased to be liable in respect thereof for all acts arising out of or related to the works carried out by the Purchaser/Allottee(s) or arising due to failure on the part of Purchaser/Allottee(s) to take proper care. Provided further that the liability of the Promoter regarding structure or workmanship shall cease on any change or alteration in the original is made or disturbed by the Purchaser/Allottee(s).

42. The Purchaser/s hereby agree/s and undertake/s to indemnify and keep indemnified the Promoter and the Association from and against any loss, damage, inconvenience, disturbance, litigation, that they may suffered or be put to suffer by reason of the Allottee(s) committing a breach of any of the terms and conditions set out in this Agreement and/or in the by-laws of the said Society and /or rules laid down by Association of Purchasers and/or any applicable laws, rules and regulations.

43. The Purchaser/Allottee(s) for himself / herself /themselves and his/her/their nominee/s, heirs, executors, administrators and assignees and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the "**said premises**" shall come, hereby covenant/s as follows -

- i. The Purchaser/Allottee(s) shall maintain at his/her/their own costs the "**said premises**" agreed to be purchased by him/her/them from the date of possession of the "**said premises**" are taken or from the date of expiry of a period of 15 (Fifteen) days from the date of the Promoter offering possession of the "**said premises**" to the Purchaser/Allottee(s) and shall abide by all by-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, the Co-operative

- Society/Association (as the case may be) and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules of the Association or by-laws of the Society and shall observe and perform all the terms and conditions contained in this Agreement and in the Occupancy Certificate.
- ii. The Purchaser/Allottee(s) shall after obtain the possession of the **“said premises”** and in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the **“said premises”**, the same shall be reimbursed by the Purchaser/Allottee(s) to the Promoter in the proportion of the area of the **“said premises”**.
 - iii. The Purchaser/Allottee(s) shall on demand, deposit with the Promoter his/her/their proportionate share towards the installation of water meter and electric meter and/or any other charges/deposit to be paid by the Promoter to the Local Authority or Body concerned and/or to any other Concerned Authority.
 - iv. The Purchaser/Allottee(s) shall make the payments of installment of purchase price, (including payments of extra amenities) as herein in this Agreement stipulated on time to the Promoter and all other amounts payable to the Promoter in time. In the event of the Purchaser/Allottee(s) making any default in payment of the purchase price installments to the Promoter and/or his/her/their share in taxes, maintenance, deposits and other outgoings regularly as agreed to herein by him/her/them, to the Promoter, the Promoter will have right to terminate this Agreement or seek specific performance against the Purchaser/Allottee(s) for recovering the same.
 - v. After the possession of the **“said premises”** is handed over to the Purchaser/Allottee(s) if any additions or alterations in or about or relating to the Building/Wing are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out of various **“said premises”** in the Buildings or Wings at Purchaser/Allottee(s) own costs and the Promoter shall not be in any manner liable or responsible for the same.
 - vi. The stamp duty and registration charges on this Agreement is paid jointly by the Promoter and Landowners in ratio as per their Joint Development Agreement (Revenue Sharing) i.e 64% by the Promoter and 18% each by the Landowner No. 1 and Landowner No. 2(a)(b) and will lodge this Agreement for Registration with Sub-Registrar of Assurances. The Promoter will attend the Sub-Registrar and admit execution thereof after the Purchaser/Allottee(s) informs them of the number under which it is lodged for Registration by the Purchaser/Allottee(s).
 - vii. The Deed of Conveyance and other documents for transferring the title in favor of the said Association/Society or in respect of the said property on which the Building/Wing is constructed (subject to the right of way as provided hereinabove) shall be prepared by Promoter Advocates and Solicitors and the same will contain such Covenant and conditions as the Promoter shall think reasonable and necessary having regard to the development of the said

Property. All the expenses incidental to the Deed of Conveyance including stamp duty and registration charges will be borne by the proposed Society/ Apartment Association or the Purchaser/s as per his/ her/their proportion.

44. All payments, which are to be made under this Agreement, shall be made/effectuated by Account Payee Cheques drawn in favor of the Promoter, and no payments made otherwise than as aforesaid, shall be valid or binding upon the Promoter. Further, no receipts for any payments shall be valid or binding unless it is issued by the Promoter on their printed letterhead/receipt form and duly signed.

45. The Promoter shall be entitled to alter the terms and conditions of the Agreement relating to the unsold Flat/Unit in the Building/Wing of which the **"said premises"** form part and the Purchaser/Allottee(s) shall have no right to object to the same.

46. The Promoters declares that the title of the said property is free clear marketable and free from encumbrances, and there are no encumbrances such as -

- i) The said property is not subjected to any kind of encumbrances including gifts, lien, will, annuity, easements, licenses, tenancy, mortgage, agreement to sale etc. (except for the project loan if availed by the Promoters for the project. The Promoters will have to obtain no objection certificate from the said bank for the sale of the **"said premises"** in case of project loan). As on today there is no project loan availed by the Promoter.
- ii) The said property is not offered as surety or security.
- iii) The said property is not acquired, reserved or requisitioned nor is any notice of such proceedings issued or initiated till today.
- iv) The said property is not subjected to court litigation.
- v) That there are no prohibitory orders, injunction orders issued restraining the transaction.
- vi) That the title of the said property is clear marketable and free from encumbrance.

47. The Purchaser/Allottee(s) has/have also verified the title of the **"said premises"** through his Advocate and is fully satisfied about the title of the property being free, clear and marketable. The Purchaser/Allottee(s) does hereby admit that all the necessary details as to the said property are verified by him/them and further accepts that all the details are disclosed to him/them by the Promoters and after due verification the Purchaser/Allottee(s) has/have decided to purchase the said apartment. The Purchaser/Allottee(s) has/have no doubt about the title.

48. Represent Actions and warranties of the promoter: -

- i. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the **"said premises"** to the Allottee in the manner contemplated in this Agreement.
- ii. At the time of execution of the Conveyance Deed of the structure to the Association of Allottees, the Promoter shall handover lawful, vacant,

peaceful physical possession of the common areas of the Structure to the Association of the Allottees;

- iii. The Promoter has duly paid and shall continue to pay and discharge undisputed the 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;

49. The Promoter/s has/have made it clear to the Allottee(s) that unless and until the necessary completion/occupancy certificate is obtained from the local authority i.e., Nashik Municipal Corporation Nashik, the Allottee(s)/s will not be entitled to occupy the said "**said premises**".

50. The Promoters expect to complete the construction of the project up to 30/06/2028 approximately. If the construction is not obstructed or held up for any reason. The promoter expects the delivery of possession of the "**said premises**" before the date of completion as mentioned herein above to and in favor of the Allottee(s). The possession shall be against payment of all amenities of construction expenses, outgoing payments, including **Rs. 1,50,000/-** for maintenance deposit. The possession shall be delivered on obtaining completion certificate from Nashik Municipal Corporation Nashik. The amount to be deposited for One Time maintenance of common areas of the project (subject to additional/ monthly maintenance as necessary) is as follows:

The amount of maintenance deposit per Residential Unit/Flat for the Present Project shall be:

For 2 BHK: Rs. 100,000/- (Rs. One Lac Only)

For 3 BHK: Rs. 1,50,000/- (Rs. One Lacs Fifty Thousand Only)

For 4 BHK: Rs. 2,00,000/- (Rs. Two Lacs Only)

The amount of maintenance will be calculated/ attracted according to the total carpet area + terrace and balcony area of the unit Rs. 3.00/- per Sq. Ft. with 10% increment every year according to the undivided share in common area/ amenities. And the amount of maintenance is payable by the Allottee to the Association / Society separately, before delivery of possession. The amount of maintenance is to be payable for 5 years in advance by way of post-dated yearly maintenance amount cheques for each year.

The Promoter/s has/have made it clear to the Purchaser/Allottee(s) that the **wing/building I** in the said project consists of pit and stack parking. The maintenance and electricity of the said parking is included in common maintenance charges. While, if any Purchaser/Allottee(s) purchase additional stack parking (except wing/building I) before or after their Agreement for Sale, should first take NOC from the promoter and subsequently the Apartment Association and structural consultant of the project for installation of the such stack parking to avoid any structural damage to the wing/building. Further, in such case maintenance of said parking shall be made by the Purchaser/Allottee(s) only and promoter and/or Apartment Association or society would not be liable for any maintenance of the said stack parking. Only the charges of electricity

consumed for the use of said stack parking is included in common maintenance amount of said flat/unit.

51. The Promoters will form an Apartment Association or Society. The promoter shall open separate bank account in the name of Shreeji Celestia and the entire amount of corpus fund shall be fixed deposit in the said account. The Allottee/purchaser/s herein shall pay the said maintenance deposit/corpus as mentioned above, before possession of the said flat/apartment. Later the promoter shall handover authority to operate the said bank account to the Association of Apartment of the said project.

52. The Promoters shall take care of items of common maintenance till the society is formed or an Apartment is formed and declared and the office bearers are in control of the matters related to the day-to-day activities of the said society/ Apartment / Association of Purchasers. The items of common maintenance are provided in Schedule. The Apartment/Unit holders are obliged to pay and incur expenses for common items without fail.

Maintenance will not be collected for unsold units. If the unit is sold & Purchaser/Allottee(s) is/are not staying still it is mandatory for him/her/them to pay his outgoings for the same.

53. That the project "**SHREEJI CELESTIA**" consists of 238 Residential Units. For the purpose of formation of Association and or Society, the whole Project shall be registered as an Apartment or a Society as per the provisions of MOFA Act. For the effective maintenance of the entire Project, the Allottee(s) shall make payment to the Promoter for the following: -

- i. Corpus Fund to be transferred to the Association by making a Fixed Deposit towards provisional monthly contribution for outgoings of the Association of Apartment (as shown in the clause herein above)
- ii. Deposit amount for Water, Electric and other utility & service connection, charges Rs. 50,000/-
- iii. Development Cost- Rs. 2,00,000/-
- iv. Legal Charges-Rs. 25,000/-

The said amount payable to the Promoter by the Purchaser/Allottee(s) is exclusive (except Water Charges, Charges for MSEB, Infrastructure Cost & Legal Charges are including as mentioned above) of the consideration amount agreed between them.

54. The Purchaser/Allottee(s) shall use the "**said premises**" for the residential purpose only for which the plan is sanctioned.

55. RIGHT TO AMEND -

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

56. The Purchaser/Allottee(s) along with the other Purchaser/Allottee(s) of the constructed "**said premises**" shall join for formation and registration of the Apartment Association and or Society. The Purchaser/Allottee(s) shall sign all, the applications, affidavits, forms, declarations and shall accept all

the rules and By-Laws. The Purchaser/Allottee(s) shall sign all the said documents within 8 days from the demand thereof. The Purchaser/Allottee(s) shall not at any time raise any objections about the same. If the Purchaser/Allottee(s) fails to sign the agreements immediately, then it will amount to breach of this agreement and the Promoters have right to terminate the agreement. It is made clear that the Purchaser/Allottee(s) shall not get the "**said premises**" separated or partitioned nor shall get his share separated in the said property.

57. The Purchaser/Allottee(s) may obtain loan facility from financial institute for the payment of consideration amount. The loan taken by Promoters (if any) shall not prohibit the Purchaser/Allottee(s) from taking his/ her/ their individual loan for purchase of "**said premises**" and the Promoters shall provide necessary No Objection Certificate to the financial institution for grant of loan to the Purchaser/Allottee(s) by the financial institute of the choice of the Purchaser/Allottee(s). The Promoters shall provide all the necessary documents to the Purchaser/Allottee(s) for availing the said loan facility.

It is further agreed by the Purchaser/Allottee(s) that whole of the payment as contemplated herein shall be made by the Purchaser/Allottee(s) to the Promoters, towards consideration money and other charges as per this Agreement and Owner/ Promoter shall have lien for unpaid amount on the "**said premises**".

58. The Purchaser/Allottee(s) is/are not entitled to get partition of the said property i.e., the plot upon which the building/wing is constructed.

59. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment/Unit or of the said plot and building or any part thereof. The Purchaser/Allottee(s) shall have no claim save and except in respect of the "**said premises**" hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Promoters until the said land and Building is transferred to the Apartment Association/Society as hereinabove mentioned.

60. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/Allottee(s) by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the "**said premises**" Purchaser/Allottee(s) nor shall the same in any manner prejudice the rights of the Promoters.

61. The Purchaser/Allottee(s) of the "**said premises**" Purchaser/Allottee(s) shall present this Agreement as well as the conveyance at the proper registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

62. **JOINT ALLOTTEES**

That in case there are Joint Allottee(s) all communications shall be sent by the Promoter to the Purchaser/Allottee(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 allottees.

63. All notices to be served on the parties hereto as contemplated by this Agreement shall be deemed to have been duly served if sent to the parties, by Registered Post A.D./Under Certificate of posting at his/her address specified below –

Name and Address of Purchaser/Allottee(s)

MS. PRIYA LAXMINARAYAN

Address: Plot No.: 46, Varun Apts., Behind Police Chowky, Shanti Nikten Colony, Pratap Nagar, Nagpur - 440022.

Name and Address of Promoter

SHREEJI LIFE SPACE PARTNERSHIP FIRM,

Through Partner -

MR. ANJAN HASMUKHBHAI BHALODIYA.

Office Add (of Promoter) - 44, Shreeji House, Karmayogi Nagar,
Opposite of Corporation Bank, Untawadi Road, Nashik

64. The Purchaser/Allottee(s) consents and authorizes the promoters to utilize and take access from marginal open areas of the building or wing or project and take connections from existing water, electricity, sewage and drainage lines and other convenience etc. in the said building/ phase/ project as and when they require to do so for carrying out further development and the construction of entire project.

65. It is hereby made clear that the furniture layout, color scheme, specifications, amenities, elevation treatment, trees, lawns, garden etc. shown in the pamphlets, brochure, AV, literature, hoardings, website and other promotional media are all artists' impression and other promotional media are shown only for advertisement and the same are not agreed to be provided by the Promoters unless specifically mentioned and agreed in this agreement.

66. The Purchaser/Allottee(s) consents that this agreement for sale is in English language and is agreed and understood by the Purchaser/Allottee(s) and if at all not understood, the Purchaser/Allottee(s) have had it translated from their advocate in local/regional language for their own understanding and have agreed to its contents.

67. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and the rules made hereunder/said Act and the rules made there under.

68. Any other taxes levied by the Central or State Government will be paid by the Purchaser/Allottee(s) at actual other than the said amount.

69. This is not a works contract. The Promoters are not a contractor appointed by the Purchaser/Allottee(s).

70. **DISPUTE RESOLUTION**

In case of any dispute regarding this document or payment or any other clause of the said Agreement, the same shall be referred to a sole single arbitrator appointed by the Promoter at his sole discretion. The Sole Arbitrator shall dispense with oral evidence and shall pass the necessary

award within 7 (Seven) days of from reference of the dispute to him. The venue of the arbitration shall be at Nashik and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any modifications made thereto. The Purchaser/Allottee(s) hereby always indemnifies the Promoter from all such levies, cost and consequences.

71. JURISDICTION

This Present Deed and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Nashik alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

SCHEDULE-I
OF THE SAID PROPERTY ABOVE REFERRED TO
(Description of the Property)

All that piece and parcel of land bearing **S. No. 791/3, area adm. 8300.00 Sq. Mtrs. (00H-77R + Pot-Kharaba 00H-06 R)**, situated at **Nashik**, Tal. Nashik, Dist. Nashik, within the limits of Nashik Municipal Corporation and the same is bounded as under:

On or towards

East - Jogging Track & DP Road.
West - S. No. 792
South - 7.50 Mtrs Road & S. No. 791/2.
North - S. No. 790

Together with all things appurtenant thereto and all rights of access and easement thereof.

SCHEDULE-II

The **Flat** in ongoing scheme/project known as "**SHREEJI CELESTIA**" having **Flat No. 304** on the **3rd (Third Floor)**, area admeasuring Carpet **89.25 Sq. Mtrs.** (960.68 Sq. Ft.) + Balcony area **13.48 Sq. Mtrs.**, (145.09 Sq. Ft.) + Enclosed Balcony **4.86 Sq. Mtrs.**, (52.31 Sq. Ft.) i.e **Total Area 107.59 Sq. Mtrs.** constructed / to be constructed in **Wing "D"** of the Project called "**SHREEJI CELESTIA**" The same is bounded as shown below: -

East : Flat No. E-303
West : Flat No. D-303
North : Marginal Space
South : Flat No. D-301

Along with Covered Parking Space No. D-304 at Ground Floor, area admeasuring 100 Sq.Ft.

Together with right to use, the Lift provided to the building in common and together with right to use common spaces, staircase, terrace etc.

SCHEDULE-III (amenities)

(R.C.C.) :-	R.C.C. Frame structured
(Brickworks):-	External Brick work 150 mm thick AAC Blocks.
	Internal Brick Work 100 mm thick AAC Blocks.

(Plaster Work):-	Double coat artificial sand finish plaster to the outer side of exterior walls.
	Gypsum plaster for internal walls.
(Flooring):-	800 mm * by 800 / 600 /1200 mm size flooring for LIVING, KITCHEN and DINING & ALL BEDROOMS
	600 mm * 600 mm size flooring for other rooms.
	300 mm * 300 mm size flooring for Bathroom, Terrace, and Balconies & Seat – out.
	Kota/ Commercial Granite/Tiles for Staircase.
(Electrical Specifications): -	Polycab/ Finolex /RR or equivalent make ISI mark concealed wiring with modular Legrand/ Schneider/ Anchor/Roma or equivalent switches of ISI make.
(Windows):-	3 tracks powder coated aluminum sliding windows 2 glass and 1 with mosquito net shutter.
(Kitchen):-	Kitchen platform of granite top / Vitrified and stainless steel sink.
	Dado up to lintel level above kitchen platform with good quality glazed tiles.
	Jaguar / or equivalent taps CP fittings.
	Drinking water & well water connection in kitchen sink with additional provision for water filter.
	Dados up to 4' height to UTILITY.
(Bathrooms):-	Designer bathroom with glazed tiles up to lintel level.
	Anti – skid ceramic tiles flooring in toilets.
	All toilets with jaguar / L & K or equivalent shower, Diverter & taps.
	Western WC & Wash Basin.
(Doors): -	Laminated main entrance door with lock.
	Both side laminated door with laminated ply frames for internal doors & Granite frame for toilets.
(Water Storage):-	One Underground & One Overhead water tank for domestic water and drinking Water.
(Painting):-	External 1 coat of primer & 2 coats semi acrylic or equivalent paint.
	Interiors – Off white shades in tractor emulsion with primer & putty / Lambi.
	Water proofing treatment on terrace & toilets.
(Lift):-	6/8 Passenger Lift / with DG Back – up.
(Security):-	Compound walls with security gates.
	Video Door Phone.

SCHEDULE -IV

Amenities for the Entire Project: -

1. Gym with few basic equipment
2. Party Lawn
3. Indoor Games
4. Swimming pool
5. Senior citizen court
6. Children Play area

SCHEDULE-V
COMMON EXPENSES TO BE PAID BY THE
OCCUPANTS IN THE BUILDING:-

1. The expenses of maintaining, repairing, redecoration etc. of the main structure and in particular the roof, gutters and rain water pipes, gas pipes if any, enjoyed entrances, passages, landings and staircase used by him/her in common with others as aforesaid.
2. The cost of cleaning and lighting the passages, landings, staircases and other parts of the building, staircases and other parts of the building or enjoyed or used by the Purchaser/Allottee(s) in common as aforesaid.
3. The costs of decorating the exterior of the building.
4. The costs of salaries of clerks, bill collectors, chowkidars.
5. The costs of maintenance of other lights and service charges.
6. Municipal and other charge of taxes to be paid in common for common areas.
7. Insurance of the building.
8. The running expenses as necessary or incidental for maintenance.
9. Such other expenses as necessary or incidental for maintenance and upkeep of the building.

IN WITNESS WHEREOF THE PARTIES HERETO AND HEREUNTO SET AND SUBSCRIBED THEIR HANDS AND SEALS ON THE DAY, MONTH AND YEAR HEREINABOVE MENTIONED.

SIGNED, SEALED & DELIVERED BY THE
WITHIN NAMED "**LAND OWNERS NO.1**"

D.K.H BUSINESS CORPORATION LLP.
Through its Designated Partner-
MR. ANUP BHAGWANDAS AGRAWAL _____

SIGNED, SEALED & DELIVERED BY THE
WITHIN NAMED "**LAND OWNER NO.2(a)**"

MR. SHIVANG BIPIN BATAVIA. _____

SIGNED, SEALED & DELIVERED BY THE
WITHIN NAMED "**LAND OWNER NO.2(b)**"
MR. SHREYAS VIJAY RATHI. _____

SIGNED, SEALED & DELIVERED BY THE
WITHIN NAMED "**PROMOTER/ DEVELOPER**"

SHREEJI LIFE SPACE PARTNERSHIP FIRM,
Through Partner -
MR. ANJAN HASMUKHBHAI BHALODIYA. _____

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**SIGNED DEALED AND DELIVERED
BY THE WITHIN NAMED PURCHASER/S**

MS. PRIYA LAXMINARAYAN _____

-: WITNESS :-

[1] _____ [2] _____