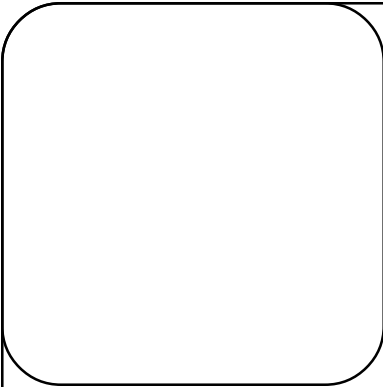


Govt. Valuation Rs. \_\_\_\_\_/-                      Consideration Rs. \_\_\_\_\_/-  
Agreement Stamp Rs. \_\_\_\_\_/-  
(Already paid by Registered Agreement For Sale, registered at Sr. No.  
\_\_\_\_/\_\_\_\_ dated \_\_\_\_/\_\_\_\_/\_\_\_\_ at Sub-Registrar, Nashik-\_)  
**Stamp of Rs. 100/-**

॥श्री॥

**DEED OF APARTMENT**

This Deed of Apartment is made and executed on this \_\_\_\_<sup>th</sup> day  
of **July** in the Christian year **Two Thousand Eighteen**, at Nashik.



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- 1. Nature of Document : Deed of Apartment
- 2. Name of S.R.O. : Sub-Registrar, Nasik - 3
- 3. Franking Unique No. :
- 4. Property description : Nashik, Survey No. 256(P) & 257(P), Parksyde Homes, Phase-I, Flat No. \_\_\_\_\_
- 5. Consideration Amt. Rs. : \_\_\_\_\_/-
- 6. Stamp purchaser's Name : M/s. Jaikumar Constructions LLP.
- 7. Name of the other party : Mr. \_\_\_\_\_
- 8. If through name and Address : Mr. \_\_\_\_\_  
Nashik
- 9. Stamp Duty Amount. : 100/-
- 10. Authorised person's full signature & Seal :



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**M/S. JAIKUMAR CONSTRUCTIONS L. L. P.,**

a Limited Liability Partnership Firm duly registered under the provisions of Limited Liability Partnership Act 2008 bearing L. L. P. Identification No. AAB-2234 **PAN NO. AAJFJ 0360 P**

Through its Partner

**Shri. Hiten Haridas Rajkotia**

**Age : 46 Years, Occupation :-** Business

**Office At -** Survey No. 256+257 Opp. Rasbihari International School, Near Bali Mandir, Hanuman Nagar, Mumbai Agra Road, Panchavati, Nashik-422003.

**HEREINAFTER** referred to as **“THE PROMOTERS / OWNER / DEVELOPERS”** (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said company, Its Directors for the time being constituting the said company, their executors, administrators, representatives and assigns) of the **ONE PART.**

**AND**

- 1. Mr.** \_\_\_\_\_  
**Age : \_\_\_\_ Years, Occupation : \_\_\_\_\_**  
**PAN- \_\_\_\_\_**
- 2. Mr.** \_\_\_\_\_  
**Age : \_\_\_\_ Years, Occupation : \_\_\_\_\_**  
**PAN- \_\_\_\_\_**  
**B/R/o.** Flat No. \_\_\_\_\_, Parksyde Homes, Opp. Rasbihari International School, Near Bali Mandir, Panchavati, Nashik-422003.

Hereinafter referred to as the **“ALLOTTEE / PURCHASER”** (which expression, shall, unless it be repugnant, to its meaning and context hereof, shall always mean and include, their heirs, executors, administrators, successors, representatives, and assigns) of the **OTHER PART.**

- 1) A) a) M/s. Jaikumar Constructions L. L. P. (hereinafter referred as Land Owner/Promoter / Developer) seized & possessed of & otherwise well & sufficiently entitled to all that pieces or parcels of Non-Agricultural Lands bearing Revenue Survey No.256/2 admeasuring 01 Hector 60 Ares & Land bearing Revenue Survey No. 256/3 (Part) admeasuring 00 Hector 81 Ares situated, lying & being at village Nashik, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik. The said properties are purchased by said owner by different sale deeds.



The respective owner of Survey No. 256/1 to Survey No. 256/8 were given an application for the admeasurements of total area of Survey No. 256 and accordingly Tahsildar Nashik gave his order vide no Adhi/Kavi/3243/2014 Dated 20/12/2014 and Deputy Superintendant of Land Record Office gave his order vide no/Nashik/Du.Ra.No. 807/14 Dated 24/11/2014, accordingly at village Nashik record of right has been corrected after obtaining permission from Collector Nashik vide no Masha/Kaksha-3/4/NA Letter No./442/2012, Nashik Dated 29/10/2012. Hence Kami Jasta Patrak is applicable and old survey no 256/2 and 256/3 is renumbered as Survey No. 256/2 to 6/1 area admeasuring 10755.00 Sq. Mtr. and Survey No. 256/2 to 6/6 area admeasuring 12225.00 Sq. Mtr. is owned and possessed and shown in the name of M/s. Jaikumar Constructions LLP, partnership firm. To that effect mutation entry no. 96263 dt. 26/02/2015 has been sanctioned and effect has been taken on 7/12 extract of the property.

Promoter purchased TDR area admeasuring 5412.13 Sq. Mtr. from DRC Certificate No. 727 by Registered Purchase Deed. Said Purchase Deed was Registered with Sub-Registrar Nashik-5 at Sr. No. 6048-2016 Dt. 10/10/2016. Out of the said TDR area part area is utilized on the Schedule property i.e. on the area of Survey No. 256/2 to 6/6.

Promoter owned and possessed area admeasuring 1120.00 Sq. Mtr. out of Survey No. 256/2 to 6/8. Said area is reserved for DP Road by Nashik Municipal Corporation, Nashik. Hence against said DP Road area or in lieu of said DP Road area Promoter has received FSI of 1120.00 Sq. Mtr. from Nashik Municipal Corporation, Nashik. Accordingly while sanctioning building plan on Survey No. 256/2 to 6/6, 1120.00 Sq. Mtr. FSI area is utilised on the said survey number.

- b) Non-Agricultural Lands area bearing Revenue Survey No. 257/1A area admeasuring 3500 Sq. Mtr. Survey No. 257/1B area admeasuring 3290 Sq. Mtr., Survey No. 257/1C area admeasuring 3290 Sq. Mtr., Survey No. 257/1D area admeasuring 3590 Sq. Mtr., Survey No. 257/1J area admeasuring 3290 Sq. Mtr., Survey No. 257/2A/1(P) area admeasuring 10203 Sq. Mtr., Survey No. 257/2B area admeasuring 7200 Sq. Mtr. situated, lying & being at village Nashik, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik. Out of the said total area the following area are owned and possessed by Promoter by sale deed and by Development Agreement.

M/s. Jaikumar Constructions L. L. P. purchased area admeasuring 0 Hectar 3500 Sq. Mtr. area out of Survey No 257/1A, area admeasuring 2190 Sq. Mtr. area out of Survey No. 257/1B(P).



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area admeasuring 390 Sq. Mtr. area out of Survey No 257/1C(P), area admeasuring 2880 Sq. Mtr. area out of Survey No 257/1D(P), area admeasuring 10203 Sq. Mtr. area out of Survey No 257/2A/1(P), area admeasuring 7200 Sq. Mtr. area out of Survey No 257/2B(P) by different sale deeds.

Mr. Sanjaykumar Kondiram Dhakane owned and possessed area admeasuring 1100 Sq. Mtr. Area out of Survey No 257/1B(P), area admeasuring 2900 Sq. Mtr. Area out of Survey No 257/1C(P) i.e. 4000 Sq. Mtr. The land owner had executed Development Agreement and General power of Attorney in favour of M/s. Jaikumar Constructions L.L.P. Accordingly M/s. Jaikumar Constructions L.L.P. having Development rights to the property.

M/s. Sunrise Developers partnership firm through its partner owned and possessed area admeasuring 710 Sq. Mtr. Area out of Survey No. 257/1D(P) and area admeasuring 3290 Sq. Mtr. Area out of Survey No 257/1J i.e. 4000 Sq. Mtr. The land owner had executed Development Agreement and General power of Attorney in favour of M/s. Jaikumar Constructions L.L.P. Accordingly M/s. Jaikumar Constructions L.L.P. having Development rights to the property.

B] Being owner and developer the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

C] The Owner / Promoter is in possession of the project land. And have all rights to develop the project land. Therefore have decided to utilize and construct buildings on said area in a phased manner.

D] **Nature and Particulars of the entire scheme are as under -**

a] The permission for non agricultural use of the following land has been obtained from the Collector viz

(i) For area admeasuring 3500 Sq. Mtr. Out of Survey No. 257/1A, Area admeasuring 3290 Sq. Mtr out of Survey No 257/1B, area admeasuring 3290 Sq. Mtr out of Survey No 257/1C, area admeasuring 3590 Sq. Mtr out of Survey No 257/1D & area admeasuring 3290 Sq. Mtr out of Survey No 257/1J, area admeasuring 5403 Sq. Mtr. Out of Survey No 257/2A/1(P) are allowed to use for Non-Agricultural purpose by order of Collector of Nashik vide No. Maha/Kaksha-3/4/N.A. Letter No./443/2012 Nasik, Dt. 26/11/2012.

(ii) For area admeasuring 4800 Sq. Mtr out of Survey No 257/2A/1(P) and area admeasuring 7200 Sq. Mtr out of Survey No 257/2B are allowed to use for Non-Agricultural purpose

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by order of Collector of Nashik vide No. Maha/Kaksha-3/4/N.A. Letter No./28/2014 Nasik, Dt. 08/10/2014.

- (iii) For area admeasuring 7781.02 Sq. Mtr out of Survey No 256/2(P) and And area admeasuring 15238.16 Sq. Mtr out of Survey No 256/3 are allowed to use for Non-Agricultural purpose by order of Collector of Nashik vide No. Mah/Desk-3 / 4 / N. A. S. R./ 442 / 2012, Nashik Dated 29/10/2012.

- b] Initially the layout is sanctioned for the area of 57393 Sq.mtrs. from Survey No. S.No.256/2 to 6/6 + 256/2 to 6/8(part) + 256/2 to 6/1 + Plot No.1 to 8 out of Survey No. 256/7 + 257/1A + 257/1B + 257/1C + 257/1D + 257/1J + 257/2A/1(P) +257/2B (P) and after excluding area of amenity space admeasuring 2658.10 Sq. mtrs. and area under D. P. Road admeasuring 1120 Sq. mtrs. layout is sanctioned for the remaining area admeasuring 53,162.05 Sq. Mtrs. accordingly the building permission was sanctioned by Nashik Municipal Corporation, Nashik vide Commencement Certificate bearing No.C-1/61/610 dated 29.04.2017 and after completing construction of buildings Promoter Developer obtained completion certificate from Nashik Municipal Corporation, Nashik vide their completion certificate No. NRV/21561/Panchavati/6947 dt. 18/10/2017 and copies thereof are annexed herewith. Buildings bearing nos. A, B, C, D and E i.e. Phase-I is shown in the plan attached herewith. Subsequently promoter has planed development on area 15737 Sq. Mtr. from adjoining Survey No. 257/2B(P), 257/1G(P), 257/ 1F/ 2(P), 257/1H, 257/1e(P) & 257/1E with above mentioned 57393 Sq. Mtr. area and therefore the promoter as a owner / developer is entitled to develop whole project on area admeasuring 73130 Sq. Mtr. in a phased manner. To that effect promoter has obtained revise commencement certificate vide letter No. LND/BP/C1/675/17083 dt. 01/03/2018. As well as Promoter has a right to add additional adjacent area in the said total area of project.

- E] The promoter has planned to Develop the said project in eight phases out of those phases, Phase No.-I, II-A , II-B , III, IV-A , IV-B are approved by NMC, Nashik and Phase No. V-A is partly approved by NMC, Nashik. The said phases are develop on total area 73130 Sq. Mtr. plus additional area which will be added in future. The above mentioned phases are registered with competent authority established under Real Estate Regulatory Authority. Accordingly Phase No. I is registered vide no. P51600002640. The Promoter will use balance FSI & avail the FSI for area under reservations / TDR / Premium FSI and the same will be used in Phase no. V-A by constructing additional wings/buildings / floors as shown in Plan and will also be used on following proposed phases or all



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future phases. Promoter has already purchased adjoining land bearing Survey No. 257/2B(P), 257/1G(P), 257/ 1F/ 2(P), 257/1H, 257/1e(P) & 257/1E admeasuring 15,737.00 Sq. Mtrs. and has prepared revised plan of the present layout by amalgamating the said new land in the sanctioned layout and the said plan is sanctioned by Nashik Municipal Corporation vide their letter No. LND/BP/C1/675/17083 dt. 01/03/2018 and Buildings/Wings on the said area are called Phase No. V-A. Area from Survey No. 256(P) and other adjacent area has also been purchased by the Promoter and in the near future it will be amalgamated with Phase One to Phase Seventh and this eight phase will be called as phase VI. There will be recreational area or facilities in the said Phase V-A and VI and all such common area and facilities among all eight phases and it would be common for all eight phases. The separate Association formed for all the unit holders of each phase. The said separate Association of each phase will be registered under the provisions of the Maharashtra Apartment Ownership Act 1970 through separate declarations and all associations of all Phases shall join in formation of federation of all phases. And said Federation would act as a head of all Associations and Federation would be ultimate title bearer for whole project.

F] In the same manner the Promoter may join additional adjoining lands in the said larger scheme without however affecting rights of the purchaser / unit holders in their apartment. The Allottee/s has/have given their irrevocable permission for the changes in the layout plan as the same does not affect unit holder/s apartment, and has authorized the Promoter to do all acts, deeds and things for getting the said plans accordingly revised. While sanctioning revised building plan, if due to the present or future legal provisions, DC Rules or orders it becomes necessary to provide accommodation/flat/housing area/ Apartment for allotment thereof to economically weaker section or such group through or without intervention of MHADA or Government or Corporation or other institution at cost or for constructions cost then the promoter shall be entitled to revise the plans for providing the said accommodation and use of FSI given in lieu thereof. The allottee / purchaser also have given their irrevocable consent for the same.

G) The Buildings/Project shall be known as "PARKSYDE HOMES PHASE-I APARTMENT" and its postal address shall be Survey No 256(P) and 257(P), near Bali Mandir, Opp. Rasbihari School, Off. Mumbai Agra Road, Hanuman Nagar, Panchavati, Nashik-422003.

H) The said project / Parksyste Homes Phase-I comprises of 5 buildings/wings namely Wing Nos.A, B, C, D and E. The above mentioned phase-1 is registered with competent authority established under Real



Estate Regulatory Authority. Accordingly Phase No. -I is registered vide no. P51600002640.

2. The Promoter / Developer has constructed the buildings/wings from Phase-I which consists of Buildings / Wings No. A, B, C, D & E totally admeasuring built-up area of 24995.78 Sq. Mtr. (i.e. total slab area) situated in southern side portion Which is specifically mentioned in Schedule-II of the property. Said area is shown in the plan attached herewith.

3. The Promoter / Developer have constructed the buildings / wings from Phase-I Nos. A, B, C, D & E as per the building permissions given by the Nashik Municipal Corporation., Nashik and completed it and obtained Completion Certificate bearing No. NRV/Panchavati/21561/6947/ dt.18/10/2017 for Building / Wing Nos. A, B, C, D & E for Parking plus 13 upper floor.

4. And whereas the Allottee / Purchaser herein had approached the Promoter / Developer herein for purchasing the constructed premises described in schedule-III and for that purpose has demanded the inspection of the permissions and title documents from the Promoter / Developer herein. After due satisfaction regarding the ownership and development rights of the Promoter / Developer herein and after going through the permission displayed at site and obtaining the copies of the same the Allottee / Purchaser decided to purchase the property described in schedule-III.

5. The Allottee / Purchaser is satisfied about the rights of the Promoter / Developer to develop the property and the title of the Promoter to the said property which is mentioned hereunder in Schedule-I.

6. And whereas the Allottee / Purchaser herein is interested in purchasing a constructed premises in the building constructed by the Promoter / Developer on the property mentioned in schedule-II , and said constructed premises is duly described in the schedule-III hereunder written which premises is hereinafter for the sake of brevity referred to as the said premises.

7. And whereas the Promoter / Developer has also entered into agreement with other purchasers pertaining to the sale of remaining constructed area.

8. And whereas the Promoter / Developer herein have already ex-



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ecuted Registered agreement of Sale in favour of allottee / purchaser with respect to the property described in the Schedule-III hereunder written and said agreement was Registered in the Office of Sub-Registrar, Nashik-\_\_\_ at Sr.No.\_\_\_/\_\_\_dt.\_\_\_/\_\_\_/\_\_\_\_.

9. And whereas Allottee / Purchaser herein has paid the total consideration to the Promoter / Developer and Promoter / Developer has / have handed over the possession of the flat premises described in Schedule-III. Purchaser herein have received the peaceful possession of the flat premises as per the internal and external amenities mentioned in the Agreement For Sale to their satisfaction. Price of the said flat premises mentioned hereinafter is excluding all kinds of expenses mentioned hereinafter. Purchaser dose not have any grievance against the Promoter / Developer regarding the construction quality and internal and external amenities and facilities made available by the Promoter / Developer herein as mentioned in the Agreement For Sale. Purchaser is fully satisfied about the workmanship of the builder and construction quality of the building.

10. And whereas the Allottee / Purchaser has also accepted restrictions as to the use of the premises of himself and for the benefit of other occupiers.

11. The Promoter/ Developer has submitted Deed of Declaration of Parksyde Homes Apartment Condominium of Phase-I consisting of Buildings / Wings A, B, C, D & E totally admeasuring total built-up area of 24995.78 Sq. Mtr.(total slab area) constructed on property specifically mentioned in Schedule-II to the provisions of the Maharashtra Apartment Ownership Act 1970 and the Deed of Declaration u/s-2 of the said act. Said Deed of Declaration is Registered with Sub-Registrar Nashik-3 at Sr. No. 3745/2018 Dated 21/05/2018. The Allottee / Purchaser has / have perused the said declaration deed and declares that he / she / they has / have satisfied with and agreed to and adopted the same.

12. Each of the owner of Flat / Apartment is a member of the said **"Parksyde Homes Apartment Condominium of Phase-I"**. The Allottee / Purchaser has accepted the contents of Deed of Declaration and is satisfied with it. Purchaser agrees that he shall observe and abide by all rules and regulations of the said **"Parksyde Homes Apartment Condominium of Phase-I"** and rules and regulations of appex body or federation of all phases and also alteration and amendments thereof that may be from time to time for protection and maintenance of the said building and the said premises therein and for observance and performance of



building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies.

13. And whereas Allottee / Purchaser is already aware regarding the use of the premises described in Schedule-III hereunder written, the terms and conditions of Agreement For Sale which was already registered. Purchaser is also aware regarding the restrictions mentioned in the said registered Agreement For Sale and Declaration of Apartment.

14. And whereas Allottee / Purchaser herein admits that, he will use the flat / apartment described in Schedule-III hereunder written as per the agreed terms of agreement and restrictions mentioned in the registered Agreement For Sale and also as per the restrictions along with the terms and condition of the Deed of Declaration.

15. And whereas Allottee / Purchaser admities and is already aware that the promoter / developer will construct stagewise / phase wise constructions of Phase No. I, II-A, II-B, III, IV-A, IV-B, V-A, consturcted on total area admeasuring 73,130 Sq. Mtr. out of Survey No. 256/2 to 6/6 + 256/2 to 6/8(part) + 256/2 to 6/1 + Plot No.1 to 8 out of Survey No. 256/7 + 257/1A + 257/1B + 257/1C + 257/1D + 257/1J + 257/2A/1(P) +257/2B (P)+257/1E+257/1e(P)+257/1H+257/1F/2(P)+257/1G(P), As per D.I.L.R., Survey No. 256/2 to 6/6+256/2 to 6/8(p)+256/2 to 6/1+ Plot No. 1 to 8 out of Survey No. 256/7+ 257A/9+257A/11+257A/12+257A/4 and eighth phase will develop on adjoining land in near future. All the facilities, amenities common for all phases will be provided as per completion of all phases or phasewise construction of each phase. For the remaining phases Promoter/ Developer is free to obtain permissions and sanction building plans or to get the plans revised from the competent authority and accordingly to develop the total area of project mentioned hereinabove, The Purchaser herein have given his / her/their free and irrevocable consent for the development of above mentioned balance area by Promoter / Developer . And Promoter / Developer also free to sale lease, lien, alienate, transfer constructed premises to the prospective allottees / purchasers.

16. The allottee / purchaser and the Promoter / Developer having fulfilled their respective obligations under the agreement specifically relating to the property mentioned in Schedule-III, now any of them have no claim against the other and has / have discharged each other from all the obligations, accounts and actions.

**NOW THIS DEED OF APARTMENT WITNESSETH AS UNDER:-**

1. By this deed of apartment Promoter / Developer hereby forever



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grant, convey, sale, alienate, assign, transfer all rights from the **Flat No** \_\_\_\_\_ Carpet area admeasuring \_\_\_\_\_ **Sq. Mtrs.** and Carpet area of adjoining Sit out / Balcony / utility / covered area \_\_\_\_\_ **Sq. Mtr.** and total carpet area of the apartment including the said balcony is \_\_\_\_\_ **Sq. Mtr.** which is shown on the building plan which is annexure herewith situated on \_\_\_\_\_ **Floor** in **Building** \_\_\_\_\_ **-Wing**, from **Phase-I** of the project known as "**PARKSYDE HOMES**" said flat is more particularly further described in **Schedule-"III"**, and together with right to use common areas and facilities from Phase-I, common for all unit holders of Phase-I.

2. In pursuance of the said Agreement and in consideration of the sum of **Rs.** \_\_\_\_\_ **/- (Rupees** \_\_\_\_\_ **Only)** said amount, which the Allottee / Purchaser / s has totally paid to the Promoter / Developer as appearing hereinafter, (the receipt and payment of which the Promoter / Developer do hereby acknowledges and admits and of and form the same and every part thereof, do hereby acquit, release and forever discharge the said Purchasers), the Promoter / Developer do hereby Grant, Convey, Sell, Transfer and Assure unto the Purchaser, their successors, assigns and administrators-in-interest all the said premises more particularly described in the Schedule-III hereunder written, absolutely forever and free from all encumbrances, claims.
3. **CONSIDERATION :** As agreed and settled by and between the Parties the Allottee / Purchaser have paid the total consideration amount of **Rs.** \_\_\_\_\_ **/- (Rupees** \_\_\_\_\_ **Only)** to the Promoter / Developer time to time. And Promoter / Developer acknowledge and receipt the same.
4. Apart from the said consideration, the Promoter/Developer has also collected service tax, vat, etc from the allottee / purchaser as per the prevailing rules and paid to the various Government authority from time to time. In the future if, on the transaction of sale of apartment / flat, on agreement, construction, possession, and / or sale thereof or service rendered or deemed to be rendered therfor any tax, cess or charges such as sales tax, service tax, vat, GST, LBT, etc. be assessed demanded or levied then the purchaser shall be liable to pay the same to the Government / semi Government/ local authority or to the Promoter / Developer forthwith on demand and keep the Promoter / Developer harmless and indemnified therfrom.



5. Allottee / Purchaser/s has/have paid maintenance deposit of **Rs. /- (Rupees)**

**Only)** to the company named M/s. Parksyde Homes Association. Promoter/ developer has formed said company (Herein after called a company) registered u/s 8 of the companies act, 2013 for maintenance of all common facilities provided for all phases. Said facilities shall be provided / constructed by promoter as per stage wise construction of each phase. The company is already incorporated bearing CIN U93000MH2018NPL305691. The appointment of first directors is for a fixed tenure as a interim arrangement only. i.e. till the completion of whole layout project. The company is a independent and saperate legal entity and is not governed or influenced by developer in any manner whatsoever. The company would have its own set of rules and regulation prescribed under Memorandum and articles of association. The said memorandum and articles of association also forms part of the Declaration Deed of Parksyde Homes Phase-I. Said company shall maintain all common spaces, amenities and facilities for all phases or whole project from the common maintenance amount of all unit/apartment holders of all phases. The company would also be in control of all the financial affairs of the project related to maintenance, and will be authorized to accept deposits from members and invest/ expense those deposits. Allottee / purchaser also agreed that, he /she/ they shall pay future maintenance amount directly to the Parksyde Homes for the purposes of all acts. The company would act as an apex body to administer and maintain common area and facilities of the project, and would be governed by its own set of rules and regulations i.e. Memorandum and Articles of Association. The Promoter/ developer would not be either responsible or influence the functioning of the company in any manner whatsoever.

6. All the flat allottees / purchasers in the said scheme (who have till this day purchased the Flat/ Apartments in the said scheme) have among themselves, for the sake of orderly use and avoidance of disputes in future, by their own volition, selected car parks among themselves on 'first come first serve' basis and among themselves agreed that they have confirmed the said allotment from the "Parksyde Homes Apartment Phase-I" and the same has the part of the Deed of Declaration. They have among themselves agreed that the said selection is final, irrevocable and binding amongst all of them and said right shall be perpetual and run with their respective apartments/ units and shall be heritable and transferable along with respective apartments/ units and shall not be separated from the apartments / units. Accordingly the purchasers has selected for



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himself / herself / themselves place for **Carpark No. \_\_\_\_\_** hereto and flat purchaser agrees that the Promoter has not done the said allotment and therefore Promoter has given his consent for the same subject to the terms of the Agreement of Sale. Said allotment is confirmed by Association of Parksyde Homes Apartment Phase-I. The purchaser further agree that in case of disputes among themselves regarding selection of the carparks amongst themselves, the same shall be referred to the sole arbitration of the Board of Members of Parksyde Homes Apartment Condominium of Phase-I whose decision shall be final and binding on all.

7. As per the Deed of Declaration of "Parksyde Homes Apartment Condominium of Phase-I", the said Flat allottee / purchaser holds an ownership right of percentage in the said apartment and each unit/flat holder has / have right to use common areas, amenity and facilities common for all unit holders. On execution of Deed of Declaration of "Parksyde Homes Apartment Condominium of Phase-I" under the provisions of Maharashtra Apartment Ownership Act 1970, the allottee / flat purchaser use and possess the said flat for the residential purpose only and to hold it have it as a perpetual owner along with all the benefits and right to use all the common facilities and amenities provided for the common use of all unit / flat holder.
8. The said allottee / purchaser / has/have hereby become the Owner of the said Flat, as per the terms and conditions of the Deed of Declaration and all the byelaws of the "Parksyde Homes Apartment Condominium" and the rules and regulations of the agreement shall be binding on the said allottee / purchaser.
9. The allottee / purchaser shall from the date of possession or obtaining completion certificate whichever is earlier will pay all the required rents, taxes, assessments, common maintenance charges, electricity charges, water consumption charges expenditure or any other dues or amounts payable to the Government of Maharashtra / Nashik Municipal Corporation / Government / Semi Government organization or to the body of the said Apartment regularly and on time and shall keep the promoters indemnified against all such out goings in respect of the said premises.
10. It is hereby expressly agreed and confirmed by the said allottee / purchaser that the said Flat is used and occupied for residential purpose only and for no other purpose.



11. The Promoter / Developer do hereby covenant with the allottee / purchaser that;
- a) The allottee / purchaser shall and may at all times hereinafter peacefully and quietly enter upon hold, occupy, possess and enjoy exclusively the said premises hereby granted or expressed to be with the said appurtenances and receive the rents, issues, income and profits thereof and every part thereof for their own use and benefit without any suit. Lawful eviction, interruption and claim and demanded whatsoever from or by the Promoter / Developer or any persons lawfully claiming or to claim by from under or in trust for the Promoter / Developer and all persons having or lawfully claiming any estate, right or interest whatsoever at law in the said premises hereby granted, sold expressed so to be by from under or in trust for the Promoter / Developer.
  - b) The said premises mentioned in Schedule-III is free and clear and freely and clearly and absolutely and forever released and discharged by the Promoter / Developer or otherwise well and sufficiently saved kept harmless and indemnified off from and against all former and other estate, title charges and encumbrances whatsoever had made executed occasioned or suffered by the Promoter / Developer or any other person or person's lawfully claiming or to claim by from under or in trust for the Promoter / Developer.
  - c) By virtue of this Deed of Apartment, the purchaser/s has/have become the absolute & exclusive owner/s of the premises mentioned hereunder in Schedule-III along with the right to use of common area, restricted common area & facilities.
  - d) It is declared that as mentioned above each unit / apartment holder has right to use the common area, spaces, amenities and facilities of phase-I. Subsequently the unit holder will also have right to use common amenities and facilities of other phases, as soon as the said phases will be completed by the promoter the promoter will give it to the use of all unit holders. Said amenities and facilities are specifically mentioned in and part of Agreement For Sale and Deed of Declaration.
  - e) After obtaining completion certificate of last building of the last phase, all Association of all phases will join in formation of federation which will be the apex body of all associations and will become the title holder of total land area, buildings common spaces and facilities and amenities of the project. The title of the promoter / developer / grantor in respect of the entire undivided / underneath land area of all buildings



(15)

/ wings along with common area, amenities and facilities shall be conveyed within 3 months from the date of issue of occupancy certificate to the last of the building / wing in the lay-out. The period of conveyance is henceforth, also specifically and separately defined in each agreement to sale entered with flat holder / allottees.

- f) As mentioned above the promoter/developer will handover the entire land area, common area amenities and facilities to the federation of all phases or all association. Each unit holder will also have undivided right in the total project land, common areas and facilities of the whole project. The said ratio of undivided right will be automatically derived when the last building of last phase will be completed. And said undivided ratio of each apartment owner would be automatically arrived at by considering ratio of carpet area of each apartment / unit to the total project land area.
- g) Title Insurance is mandatory by RERA but the same is not currently provided by any insurance company or State or Central Government. As on when made available, promoter declares that he will avail of the same by collecting proportionate share of expenses of title insurance from each current and future buyer.

And for constructed part of building promoter had already obtained an insurance policy by paying premium and charges. With formation of apex body and transfer of structure to allottees, all documents relating to the insurance are hereby handed over to the apex body of allottees, and henceforth apex body would be responsible to renew such insurance from time to time.

12. The allottee / purchaser declare and confirm that they shall :
- a) To maintain the flat at Purchaser's own cost in good tenantable repair and condition from the date of possession and shall not do or suffer to be done anything in or to the building/s, staircase or any passage which may be against the rules regulations or bye-laws of concerned local or any other authority or change / alter or make addition in or to the building/s in which the flat is situated and the flat itself or any part thereof.
  - b) Contribute all necessary expenses as per his / her / their share, required thereof.
  - c) Abide by all the by-laws/rules, regulations of the Apartment.
  - d) Not cause any damage or harm to the said premises or any part of the said building.



- e) To carry at his own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building or the flat violating any rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority. The internal repairs and maintenance work must be done at a time not inconvenient to other members of the building, it may be preferably done from 9AM to 6 PM.
- f) Not cause any annoyance or nuisance to other unit holders.
- g) Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grills etc. and installations of dish antenna's without the permission of the Promoter.
- h) Not store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as is likely to cause damage to the construction or structure of the said building in which the said premises is situated or store any goods which is objected to by the concerned local or other authority.
- i) Not throw any dirt or rubbish on any part of the said building.
- j) Enjoy all common amenities and facilities without disturbing the rights of others and pay the maintenance charges regularly.
- k) The areas described hereto as common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Purchaser's. The Purchaser shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of the association and the same shall be for the common use of all the flat purchasers.
- l) Not to use the areas / amenities, strictly, which are prohibited for use by the purchasers.
- m) The terrace of the buildings are used for Solar Systems of the said phase of Parksyde Homes. Purchasers are not allowed to access or enter the area in which such system is installed. Hence the flat owners shall not erect any permanent or temporary structure in any manner in the said area so as to cause unauthorise change and unauthorise use of floor space in-



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dex of the building.

- n) The fire-fighting inlet provision has already been made, in conformity with the rules and regulations of the fire-fighting authority / department of the Nasik Municipal Corporation and purchaser/s further agrees and undertake to maintain the same at their own cost an expenses.
- o) After obtaining completion certificate, it will be the sole responsibility of Association of Parksyde Homes Phase-I Apartment and its member to renew all licenses, approvals from Government authority, competent authority.
- p) If said flat premises is mortgaged with any financial institution or bank for the loan of the Purchaser , then its sole responsibility of repayment on time lies with the purchaser.
- q) If the Purchaser shall desire to fit grill/s to the balconies and/or windows then he/she shall do so at his/her own costs only as per the designs and specifications approved by the Promoter.
- r) The Purchaser shall not dry or hang clothes in the terrace. The same should be done in the dry balcony area provided in each flat for this propose.
- s) The Purchaser/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her unit. The Purchaser/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Purchaser/s shall not cause any nuisance to other purchasers and occupiers of the premises out of the said project and Promoter in any manner whatever.
- t) The Purchaser shall fully insure the said flat at his / her own cost with any insurance company.
- u) That he / she /they is/are fully satisfied and do hereby accord their complete satisfaction of the said premises including the internal and external amenities provided therein and the quality of construction work as to their satisfaction and in conformity with the terms and conditions of the said Agreement for Sale. He / she / they has / have no grudge or grievance as regards the said premises on any count. They are also satisfied with all the external amenities and facilities provided asper the terms of the Agreement For Sale and have no grievance.
- v) If for any reason any change has been effected by the purchaser, he/she will be completely liable for defect and harm/ damage on account of such change. Purchaser shall keep oth-



- ers indemnified from all such damage or harm.
- w) Purchasers shall not in any way alter, block or change any security system/devices, fire fighting system, Sewage treatment plant etc. installed for common use.
  - x) Allottee / purchaser/s is / are aware regarding the development of whole project, its area, statg wise development of all phases and the internal and external facilities already provided in the phase-I and will be provided stage wise in the remaining phases.
  - y) Allottee / purchaser/s is / are gone through the promoter / developers covenant with allottee and fully aware about it, which is specifically mentioned hereinabove.
  - z) Allottee / purchaser/s has / have gone through and fully satisfy himself about the deed of declaration of Phase-I and understood the structure of separate Association of all phases and formation of federation of all phases in future.
  - z1) Allottee / Purchaser admits that he/she/they will follow all rules and regulations of appex body / federation and working style of maintenance company. Allottee / purchaser admites that thay have read the Deed of Declaration, By-laws and understood the working style of maintenance company and have also read its article and memorandum and are fully satisfied with the structure and functioning of it.
13. That the Allottee / Purchasers shall use the common areas and facilities provided in the said building or in Phase-I or all common areas and facilities common for all phases only in accordance with the purpose for which they are intended, without hindrance or encroaching upon lawful rights of the other unit holder. That the common areas and facilities in the said building/s or from all phases shall always remain undivided and no partition or subdivision of any part thereof will be carried out by the Purchasers separately or jointly with other premises owners.
14. The said Allottee / Purchaser has / have received a copy of the Deed of Declaration of "Parksyde Homes Phase-I Apartment Condominium" and expressly agreed to obey and bind themselves by the terms and conditions as per the deed of declaration and also to follow the byelaws of the said Declaration, any action of the said purchaser against the stipulations described and declared unto the deed of declaration and byelaws thereof can be prevented by the said Promoter/ Developer or his legal heirs, executors administrators or any person claiming the rightful authority to the said Promoter / Developer, by initiating appropriate legal remedy.



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15. The said Allottee / Purchasers is/are in possession of the said Flat as the Owner of the said Flat and have inspected the construction of the said Flat in all respect which is to their satisfaction, the possession has been obtained and retained by the said purchaser from the Promoter / Developer. The purchaser do not have any complaint, claim against the Promoter / Developer, on any ground of completion of construction of the said Flat or completion of the phase and its amenity or any monetary transaction agreed between the Promoter and Purchaser.
16. The information of any further transaction of the said Flat along with appropriate copies of agreement or deed will be recorded at the office of the said "Parksyde Homes Phase-I Apartment" by the said purchaser.
17. The Allottee / Purchasers will have to transfer his rights, title, interest in the property described in Schedule-III hereunder written along with the right to use common facilities and amenities common for all unit holders and voting rights as per the deed of declaration of Apartment. Purchaser has no right to transfer the property, which he has not acquired as per agreement of sale or Declaration Deed. Purchaser cannot pass any more right, title and interest in the property to the prospective purchaser/s.
18. Allottee / Purchaser admits that he is fully aware regarding the terms and conditions of the Agreement Of Sale and Deed of Declaration of Apartment hence those terms and conditions are not mentioned in this deed, but it shall be deemed to have been incorporated in this conveyance and the same shall be binding upon the allottee / purchaser or the flat owner.
19. It is hereby declared that the consideration of the flat / apartment hereby sold and as agreed to between the parties hereto is as per prevailing market rate in the subject locality which is true and fair market value of the said flat. This transactions executed between the parties is relating to the residential premises comprising of flat / apartment and therefore stamp duty is payable as per the Bombay stamp act 1958, schedule-I, article 25(b)(i) and accordingly the purchaser has affixed the stamp duty to the Agreement For Sale which is registered at the office of Sub-Registrar Nashik. Said receipt is attached herewith. And as per proviso to the said explanation I to Article 25(b)(i) of Bombay stamp act 1958 the stamp duty already



paid to the Agreement For Sale is adjusted towards the duty payable to this Deed of Apartment and therfor the parties hereto are executing this on nominal stamp paper of Rs. 100/- only.

20. The Allottee / Purchasers agrees that he /she / they has / have understood the contain of the said document and hence has / have signed it before witnesses.

### **SCHEDULE-I TOTAL DESCRIPTION OF LAND AREA**

ALL THAT piece and parcels of the land or ground lying, being and situated Opp. Rasbihari International School, Near Bali Mandir at Nashik, within the limits of Nashik Municipal Corporation, Nashik, and within the registration, Sub - District Nashik bearing **Survey No.** S.No.256/2 to 6/6 + 256/2 to 6/8 (P) + 256/2 to 6/1 + Plot No. 1 to 8 out of Survey No 256/7 + 257/1A + 257/1B + 257/1C + 257/1D + 257/1J + 257/2A/1 (P) + 257/2B (P) and as per D. I. L.R. S.No.256/2 to 6/6 + 256/2 to 6/8 (P) + 256/2 to 6/1 + Plot No. 1 to 8 out of S. No. 256/7 + 257A/9 + 257A/11 + 257A/12 admeasuring 57393.00 Sq. Mtrs. and bounded as per sanctioned plan.

### **SCHEDULE-II DESCRIPTION OF PHASE-I**

Phase-I consisting of Building / Wing Nos.A, B, C, D and E totally admeasuring total built-up area of 24995.78 Sq. Mtrs. (i.e.total slab area) and covering ground/plinth area of 1543.04 Sq. mtrs. and land area under the plinth of 1543.04. Sq. Mtr. situated in Southern side portion of and out of all that piece and parcel of land and ground within the Registration, Sub-District, Taluka and Dist. Nasik and within the limits of NMC bearing S.No.256/2 to 6/6 + 256/2 to 6/8 (P) + 256/2 to 6/1 + Plot No. 1 to 8 out of Survey No 256/7 + 257/1A + 257/1B + 257/1C + 257/1D + 257/1J + 257/2A/1 (P) + 257/2B (P) and as per D. I. L.R. S.No.256/2 to 6/6 + 256/2 to 6/8 (P) + 256/2 to 6/1 + Plot No. 1 to 8 out of S. No. 256/7 + 257A/9 + 257A/11 + 257A/12 at Nasik and the said Phase-I is bounded as follows-

|                         |   |                                                               |
|-------------------------|---|---------------------------------------------------------------|
| On or towards the East  | : | By Open space and adj. Survey No. 256/2 to 6/2(P)             |
| On or towards the West  | : | By Podium Garden, Marginal Space and adj. Survey No. 256/1(P) |
| On or towards the South | : | By Marginal space and adj. D. P. Road                         |
| On or towards the North | : | By Open Space, Marginal Space and Adj. Internal Road.         |



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And in addition to the above mentioned land area, **FSI of 1120.00 Sq. Mtr.** of DP Road from Survey No 256/2 to 6/8 is utilized on the aforesaid area.

### **SCHEDULE-III OF THE FLAT PROPERTY**

**Flat / Apartment No.** \_\_\_\_\_ admeasuring carpet area about \_\_\_\_\_ **Sq. Mtrs.**, Carpet Area of Sit out / Balcony / utility / covered area \_\_\_\_\_ **Sq. Mtr.** which is shown on the building plan which is annexure herewith situated on \_\_\_\_\_ **Floor** in **Building \_\_-Wing**, from **Phase-I** of the project known as "**PARKSYDE HOMES PHASE-I APARTMENT**" together with the absolute and exclusive right to use, utilise and enjoy the said premise is bounded as per approved building plan and agreement for sale.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.



SIGNED SEALED AND DELIVERED

By the within named Vendor/Owner

**M/S. JAIKUMAR CONSTRUCTIONS L. L. P.,**

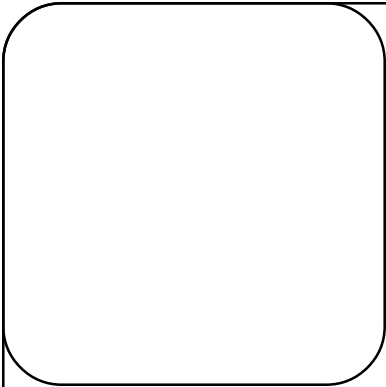
Through its Partner

**Shri. Hiten Haridas Rajkotia**

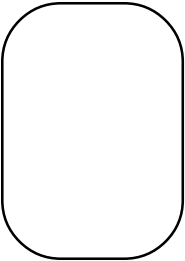
\_\_\_\_\_  
PROMOTERS/  
DEVELOPERS

SIGNED SEALED AND DELIVERED

By the within named flat Purchaser



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**Mr. Ramesh Kumar Agnihotri**

\_\_\_\_\_  
PURCHASER

IN PRESENCE OF WITNESSES

1) \_\_\_\_\_

2) \_\_\_\_\_