

Zone No. 27.4 Govt. Valuation Rs. _____/-
Consideration Rs. _____/- Stamp Duty Rs. _____/-
Rate Per Sq. Mts. _____/- Regi. Fees Rs. _____/-
Sp. Power of Attorney Reg. No. 11704 on 09/12/2013, Nashik-2.

II SHREE II
AGREEMENT TO SELL

THIS AGREEMENT TO SELL IS made and executed on this ____
day of _____ in the Christian year 2016 at Nashik

- B E T W E E N -

Vaastu Realtors Partnership Firm Pan : **AAKFV4967B**

Through it's partner

- 1) Mr. Kishore Shamji Chheda
Age : 71 yrs., Occupation : Business,
 - 2) Mr. Ramesh Hari Thorat
Age : 54 yrs., Occupation : Business,
 - 3) Mr. Rohan Ramesh Thorat
Age : 24 yrs., Occupation : Business,
 - 4) Mr. Jaydeep Rameschandra Gor
Age : 35 yrs., Occupation : Business,
 - 5) Mr. Sheetal Rameshchandra Gor
Age : 31 yrs., Occupation : Business,
 - 6) Mr. Suresh Lalendra Mahale
Age : 67 yrs., Occupation : Business,
 - 7) Mr. Pritam Suresh Mahale
Age : 41 yrs., Occupation : Business,
 - 8) Mr. Nikhil Dinesh Haria
Age : 36 yrs., Occupation : Business,
- Having its registered address at Thorat Petrol Pump,
Kala Nagar, Jail Road, Nashik-Road, Nashik 422101.

Hereinafter referred to as "THE VENDOR & DEVELOPER" [Which
expression unless it be repugnant to the context or meaning
thereof, shall always deem to mean and include its proprietor

executors, administrators, representatives, legal heirs and assigns]
of the FIRST PART.

- AND -

Mr. _____ Pan: _____
Age : _____ yrs. Occ. : _____
R/o. : _____

Hereinafter referred to as "THE PURCHASER" [which term includes
his/her legal heirs, representatives, administrators, assignees etc.]
of the SECOND PART.

WHEREAS the Vendor has purchased the plot properties
mentioned in Schedule-I from previous owner Mr. Aziz Hussain
Adamali and others vide registered Deed of Conveyance dt.
09/12/2013, the said document is registered at the office of Joint
Sub-Registrar Class-II Nashik-2 at serial No. 11703. The name of
purchaser is mutated to the record of right vide M.E. No. 9810.
since then the said property is owned and possess by the Vendor;

AND WHEREAS all the partners of the firm were present at
the time of execution of plot purchase deed and they have agreed
that the present executants have right to execute the document on
behalf of the firm;

AND WHEREAS the said property has been converted for
Non Agricultural use by the order.

AND WHEREAS the said property falls within the residential
zone of the Development plan of Deolali Cantonment Board and
that the tenure of the said property is freehold and marketable.

AND WHEREAS the Vendor has decided to develop the said
property and to sale the premises out of the building constructed
on such property.

The Developer has decided to construct a multi-storied
building consisting of various residential premises and the building

shall be known as "Deolali Meadows" [hereinafter referred as the said project] on the said property, consisting of Residential flats, open parking spaces, covered parking spaces and such other premises as per the approved building plans, with a view to sell the said premises therein, on OWNERSHIP BASIS to the intending purchasers.

AND WHEREAS the Vendor has prepared Building Plan through their Architects C. K. Chandankkhede, and got it sanctioned from the Deolali Cantonment Board vide Resolution No. 01 (23) & 01 (24), dt. 22/10/2013 and accordingly started construction of the said building project. The Vendor/Developer has also appointed Mr. Achal Raje as R.C.C. consultant of the said project.

AND WHEREAS at the time of purchasing the said property described in Schedule-I Four Seasons was the partner but due to change in the constitution of the firm on 01/04/2014 said Four Seasons retired from the firm and Mr. Kishore Shamji Chheda is added as the partner of the said firm;

AND WHEREAS the Vendor at the request of the purchaser agreed to sell Flat No. ____ out of ____ Type Building situated on the ____ Floor admeasuring ____ Sq. Ft. [Built-up] equivalent to ____ Sq. Mts. out of the said Deolali Meadows on the terms and conditions appearing hereunder.

AND WHEREAS the purchaser has seen all the documents relating to the title of the said property and also the building permission Title Clearance Certificate, Building plan of the said building and has satisfied himself about the title of Vendor to build the proposed building on the said property and shall not hereafter question the same. Being satisfied with the title of the said property and the title of the vendor to construct and to sale the aforesaid premises; the purchaser has decided to purchase the said premises from the vendor on the terms and conditions appearing hereunder.

The Vendor will form Apartment owners Association under the provisions of Maharashtra ownership of Apartment and Flats Act 1970. The purchaser herein agreed to become member of the said Apartment owners Association.

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

- 1] The purchaser has inspected the Building plan and also the particular of the specifications and amenities in accordance with which the said Building is constructed. The vendor will be entitled to make such changes in the building plans as the vendor may deem fit and as may be approved by the Deolali Cantonment Board, Deolali Nashik and other concerned Authorities and the Purchaser hereby agrees to the same. This Agreement shall operate as an irrevocable consent of the purchaser to the vendor authorizing them for carrying out changes in the Building plans and the purchasers hereby gives his irrevocable consent to the said persons carrying out such changes, revisions and/or modifications to the said building plans. Provided, however that the express consent of the purchaser shall be necessary, if the proposed changed directly affects the premises sold under this Agreement.
- 2] The Vendor has allotted the common right of use of the parking space. The purchaser has agreed that he will use parking space only for the purpose of parking of vehicle. The purchaser has no right in respect of parking space provided to other purchaser. He has agreed that he will not park heavy vehicle on the said parking space. It is further agreed by the purchaser that he have no right to erect the shade of the said parking space or alter the position of parking in any manner.
- 3] It is also made clear that Built-up area is calculated by adding 30% in the carpet area, if individual and independent terrace is provided to the flat then 50% area of the terrace shall be

included in the built up area of the said family unit. The Purchaser have no objection in respect of the same.

4] The purchaser has agreed to pay to the vendor sum of Rs. _____/- [In words Rs. _____ Only] as the purchase price in respect of the said premises exclusive of stamp Duty, Registration etc. The purchaser has paid the amount of Rs. _____/- by _____ Dt. ____/____/2016 Drawn on _____. The Vendor hereby acknowledge the receipt of Rs. _____/-. The purchaser has agreed that he will pay the balance amount of consideration of Rs _____/- as follows;

Amount	Payment Stage
_____-/-	on or before Plinth Completion.
_____-/-	on or before Completion of R.C.C. Work.
_____-/-	on or before Brick work,
_____-/-	on or before completion of plaster.
_____-/-	on or before completion of tiles and fittings.

5] The Vendor agreed to give possession of the said premises to the purchaser on receipt and realization of full and final payment of the agreed amount of consideration in respect of the said premises along with other expenses after the completion of the building.

6] It is specifically agreed that the consideration fixed under this Agreement is agreed to be paid by purchaser to purchase the structure of the said unit only. The purchaser herein shall be entitled to use the open space in front of the said unit as an access thereto.

7] It is hereby expressly agreed that the vendor shall be entitled to sell the premises in the said project for the purposes of using the same as Bank, Offices, Guest House, dispensaries, Nursing Homes, consulting rooms, maternity homes, for residential, and/or any other lawful user.

The Ground Floor Flat purchaser has absolute and exclusive right and enjoyment of the adjacent Garden area shown in the plan.

8] It is specifically agreed that the purchaser herein shall have no right of any nature whatsoever to object to the vendor and/or others authorized by them for carrying out any other construction or development work on the said property described in the First Schedule written hereunder. Even after the said building is completed and the occupation/possession of the respective premises is handed over to the purchasers of the various premises therein, the vendor and/or others authorized by them shall have a right to carry out further development work on the said property after increase of F.S.I. by Deolali Cantonment Board, Deolali which shall be the sole property of Vendor.

9] Any forbearance act of God or, destruction beyond the control of the Vendor shall not give any right to the Purchaser to claim compensation, Damages claim or action against the Vendor.

10] The purchaser shall have no right on the top terrace of the said building. The Vendor alone shall have right to use the said terrace for further construction thereon or for addition of construction on the said terrace or in any manner. The said additional construction on the said terrace shall be the sole property of the vendor alone and who shall be entitled to dispose off the same as per his choice. The purchaser hereby gives his irrevocable consent to the vendor for carrying out such additional construction, alteration, modifications as Vendor may deem fit. For this purpose the vendor shall be entitled to use staircase, open spaces, parking spaces or any other part of the building and ground for carrying out such construction or any other work.

11] The terrace on the top floor on the said building including the parapet wall shall always be treated as the exclusive property of the vendor. The vendor alone shall be entitled to use the terrace as well as parapet wall for any purpose including display of advertisement, signboard or any other purpose. The purchaser herein shall not be entitled to raise any objection for the same.

12] It is hereby expressly agreed and provided that, so long as it does not in any way affect or prejudice the right hereunder granted in favour of the purchaser in respect of the said premises agreed to be purchased by the purchaser, the vendor shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of his right, title or interest in the various premises of the said project.

13] In case if any amount in respect of the said premises remains unpaid by the purchaser under the terms and conditions of this Agreement the vendor shall have a right of first lien and charge on the said premises agreed to be purchased by the purchaser.

14] The various purchaser [including the Purchaser herein] shall maintain at his own costs the said premises agreed to be purchased by them and shall abide by the bye-laws, rules, and regulations of the Government, Apartment/Society, Deolali Cantonment Board, Deolali and any other Authorities and local bodies and shall observe and perform all the terms and condition contained in this Agreement.

15] The purchaser hereby agreed to pay all the amounts payable under the terms of this agreement as and when they become due and payable, time in this respect being the "ESSENCE OF CONTRACT" Further the vendor is not bound to give notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non-payment.

16] The purchaser hereby covenants with vendor to pay the amounts liable to be paid by the purchaser under this agreement and to observe and perform the covenants and conditions contained in this agreement and to keep the vendor indemnified against the said covenants and conditions except so far as the same ought to be observed by the vendor.

17] The purchaser shall pay the vendor on execution of this agreement following expenses seperately;

a] Expenses towards the installation of Electric connection and Meter, transformer contribution, Underground cable, expenses of installation of the same etc.

b) Expenses for formation of the Limited Company/ Corporate body/Association of Apartment/ Society to be decided and collected at the time of formation of the same.

c) Legal fees of Advocate.

d) The purchaser is liable to pay the service tax, VAT and other Govt. Taxes as per the rules of govt. Stamp duty and registration charges for the agreement are to be borne by the purchaser alone.

e) The purchasers also agrees to pay one year Maintenance charges in advance over and above the purchase consideration. Maintenance charges of the building, maintenance may be increase as may be decided by the members to meet the necessary maintenance expenses. In addition to this the purchaser has to contribute the charges incurred on account of M.S.P.D.C.L. Bill and maintenance of lift charges separately. The purchaser has agreed to pay the additional amount of maintenance as & when demanded by the Society/Apartment.

18] In the event of any portion of the said plots is required by M.S.P.D.C.L. for installing transformer or any other unit, the vendor shall be empowered to give such portion on such terms and condition as the vendor may deem fit. The purchasers have given authority by these presents.

19] Upon delivery of possession of the premises the purchaser shall not at any time demolish or cause to be done any alternations or additions of whatsoever nature to the said premises or any part thereof. The purchaser shall keep the said premises walls, Partition walls, sewers, drains, pipes and appurtenants in good and tenantable conditions and repair so as to provide shelter and protect the art of the said building other than his premises. The purchaser shall not permit for closing of verandah or lounges or balconies or make any alterations in the external elevation and colour scheme of the premises to be acquired by them.

20] After the possession of the premises is handed over to the purchaser, if any addition or alterations in or about or relating to the said building are required to be carried out by the Government, Deolali Cantonment Board, Deolali or any other statutory authority

the vendor shall not be in any manner liable or responsible for the same.

21] Letters, receipts and/or notice issued by the vendor dispatched Under Certificate of posting to the address mentioned above to the purchaser will be sufficient proof/receipt of the same by the purchaser and shall completely discharge the vendor.

22] The purchaser shall not without the written permission of the Vendor let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of his share in the said premises nor assign under let or part with his interest under or the benefit of this Agreement or any part thereof in the premises, until the execution of final conveyance. It is agreed that in the event if the purchaser transferring his interest under this Agreement or in the said premises before the execution of the conveyance as aforesaid and before full and final payment to the vendor the entire purchase price payable hereunder stands forfeited. However the purchaser shall be entitled to obtain loan from any financial institution or bank with the written consent of the vendor.

23] The purchaser shall not use the premises or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises of the said building and the said project or to the owners or occupiers of the neighboring properties nor for any illegal or immoral purpose. The purchaser shall use the flat premises for residential purpose only.

24] The purchaser shall not decorate the exterior of his premises otherwise than in the manner as near as may be in which the same was previously decorated.

25] The purchaser has agreed that he will not refuse to take the possession of the premises on account of non availability of electric meter from M.S.P.D.C.L.

26] The purchaser shall not throw dirt, rubbish, garbage or other refuse or permit the same to be thrown out of his premises in the compound or any portion of the said building.

27] The purchaser himself with an intention to bind all persons into whatsoever hands the premises may come, doth hereby covenant with the vendor as follows;

a) Not to store in the premises any goods which are hazardous combustible or dangerous in nature or are so heavy so as to damage the construction or structure of the said unit, or storing of which goods is objected to by the concerned local or other authorities. On the account of negligence or default of the purchaser, in this behalf the purchaser shall be liable for the consequences of the breach.

b) To carry at their own costs all internal repairs to the said premises and maintain the premises in the same condition, state and order in which it was delivered by the vendor to the purchasers and shall not do or suffering to be done anything in or relating to the building in which the premises is situated or the premises which may be given under the rules, regulations and bye-laws of the concerned Local Authority or other Public Authority and in the event of the purchasers committing any act in contravention of the above provision, the purchaser shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or other public authority.

c) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local Authority and/or Government and/or other public Authority on account of change of use of the premises by the purchaser.

d) Until the premises agreed to be purchased by the purchaser under this Agreement is separately assessed by the Deolali Cantonment Board, Deolali; the purchaser shall pay proportionate share of taxes that may be levied for the entire building to the vendor. The vendor shall determine such share according to the premises agreed to be purchased by the purchaser under this agreement.

28] Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the