

said property and Building or any part thereof. The purchaser shall have no claim save and except in respect of the premises hereby agreed to sell to him.

29] The purchaser shall present this agreement as well as the document of transfer of the said premises at the proper Registration office and the vendor will attend such office and admit execution thereof.

30] The purchaser shall not be entitled to claim partition of his share in the said building and the same shall always remain undivided and impartial.

31] It is hereby expressly agreed that the costs of extra amenities and specification in the said premises provided by the vendor shall be charged separately. The purchasers shall pay the cost and expenses of such extra amenities and specifications to vendor. The purchaser on the demand of the vendor shall pay the said amount, in advance.

32] That if any dispute is arise between the parties in-respect of the said premises, agreement then the said dispute shall be referred to the sole Arbitrator, appointed by the Vendor.

33] The purchaser herein agreed that he will become member of the said Apartment owners Association. The said Apartment Owners Association will be known as "Deolali Meadows". The Rules Regulations and Bye-laws of the said Apartment Owners Association shall be binding upon the purchaser and the purchaser shall be liable and responsible to pay the subscription fees and any other charges of the said Association from time to time.

34] The Title Certificate in respect of the said property has been issued by Advocate and the purchaser has seen the said Title Certificate. That the purchaser has also satisfied himself about the title of Vendor through his Legal Advisor.

35] The purchaser hereby declares that before execution of this Agreement, the vendor has made full and complete disclosure and the purchaser have taken full and free inspection of the particulars and disclosure of the following;

- a] Nature of vendor's title to the said property and all encumbrances if any thereto along with all relevant documents.
- b] All plans and specifications duly approved and sanctioned.
- c] Nature and particular of fixtures, fittings and amenities to be provided in the said premises, which shall be constructed on the said property.

d] All particulars of design and material to be used in construction of the said premises on the said property.

e] The Various amounts that are to be paid inter alia towards the ground rent, Revenue assessment, Municipal and other taxes, water and electricity charges etc.

36] The purchaser hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the vendors to the purchaser, the purchaser have entered into this agreement with full knowledge of facts.

37] Notwithstanding anything stated in this agreement anywhere the said premises agreed to be acquired by the purchaser herein shall be provided with the amenities and/or the specification, which are set out in the last schedule hereunder written and that the vendor shall have right without any reference to the purchaser to vary or modify such amenities or specifications and the purchaser shall not raise any objection in respect thereof.

38] The purchaser admits having taken inspection of all the documents required to be given by the vendor under the provisions of the Maharashtra Ownership Flats Act and Maharashtra Apartment Ownership Act, 1970. The purchaser hereby agrees and confirms that the vendor shall have irrevocable rights for the purpose set out herein and the vendor shall be entitled to exercise the same as if the purchaser had given the written prior consent to the vendor as required under the aforesaid Acts and with a view to remove any doubts the purchaser hereby confirms upon the vendor the right, authority for purpose set out herein below :-

- a] Without modifying the plans of the said premises the vendor shall be entitled to amend, modify and/or vary the building plans

and/or the Layout and/or sub-division plan and also the specifications in respect thereof.

b] The vendor shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or any other property or otherwise on the said property at present or in future.

c] The vendor shall be entitled after consuming such balance and/or addition F.S.I. by construction tenements and building or to sell such tenements for such permissible users as the vendor may think fit and proper. The vendor shall be entitled to sell such additional premises to any person or persons for such consideration as the vendor may in his absolute discretion deem fit and proper subject to the rules and regulations of Deolali Cantonment Board, Deolali and/or other concerned authorities.

d] The structure which may be put up by consuming the balance and/or additional F.S.I. available by demolition of the existing structure or otherwise shall always be deemed to be a part of the existing structure or as if the said plans were seen and approved by the purchaser even though such plans may be sanctioned in future.

e] The vendor shall also [till the time the construction of the said building is completed and building completion certificate is obtained and conveyance is executed] be entitled to consume additional F.S.I. and/or balance F.S.I.

f] The purchaser of the said premises herein shall not have any right, claim or interest in respect of the open spaces, parking spaces and common areas and that the right of the purchaser is confined only to the said premises agreed to be sold under this agreement.

g] The purchaser hereby agreed to pay all the amounts due and payable under this agreement on the stipulated date. If the purchaser fail to comply with or contravene the provisions of this Agreement, he shall be liable to actions contemplated under the Maharashtra Ownership Flats Act 1963.

39] Until the said property is conveyed and transferred by the vendor to the Apartment Owner Association by execution of a document of transfer as herein provided and/or possession of the said property is delivered by the vendor to the Apartment Owners Association and intimation of the same is received by the purchaser from the vendor, the purchaser shall be bound and liable to pay to the Vendor regularly and punctually all contributions and other amounts to be paid by the purchaser to the vendor under this agreement and the purchaser shall not withhold any such payment to the vendor.

40] The purchaser is aware that the vendor shall be paying the maintenance, Cantonment taxes and all other outgoings in respect of whole or part of the said property for and on behalf of the purchaser of the said premises and it shall be paramount responsibility of the purchaser to pay all the outstanding regularly. In the event of the default being committed by the purchaser herein or any of the purchasers of any other premises in the said property and in such an event the vendor shall not be bound to pay outgoings for and on behalf of such defaulting purchaser. In the event of any essential supply being disconnected, it shall be the responsibility of the purchaser of the said premises and all the purchasers together who shall be deemed to be managers under the provisions of the Maharashtra Ownership of Flats Act 1963 or Apartment Owners Association in respect of the said premises.

41] On possession being taken by the purchaser, the purchaser shall not be entitled to make any claim, objection, contention or proceedings against the vendor regarding the said premises or the said property or anything connected therewith, the same including area of the said premises, defects, quality of construction, materials, additions or alteration, etc., and the same, if any, shall be treated and deemed to have extinguished and/or waived.

42] The name of the said project shall always be known as "Deolali Meadows" and the name of the Apartment and the name of the apartment owners association shall bear the name of "Deolali

Meadows" as its first name and this name shall not be changed without the written consent of the vendor.

This agreement shall always be subject to provisions of Maharashtra Ownership of Flats Act 1963 & The Maharashtra Apartment Ownership Act 1970.

43] The purchaser agrees and undertakes on demand to do, execute and deliver and cause to be done, executed and delivered all act, deeds Matters, things, writings and papers as may be reasonably required by the vendor for further better or more perfectly effectuating or preserving the right and interest of the vendor or for securing the due fulfillment of the provisions thereof.

44] If the purchaser neglects, omits or fails for any reason whatsoever to pay to the vendor any of the amounts due and payable by the purchaser under the terms and conditions of this Agreement whether before or after delivery of possession within the time herein specified or if the purchaser in any other way defaults or fails to perform or observe any of the covenants and stipulations on his part herein contained or referred to or prevents the vendor from exercising the vendor rights as provided in this Agreement, then in that event the vendor shall be entitled to resume possession of the said premises and Agreement shall cease and stand terminated without issuing the notice.

45] Any delay or indulgence by the vendor in enforcing terms of this Agreement or any indulgence of giving time to the purchaser shall not be construed as a waiver on the part of the vendor of any breach or non-compliance of any of the terms and conditions Agreement by the purchaser nor shall the same in any manner prejudice the right of the vendor hereunder.

46] That the consideration decided between the parties hereto is as per the prevailing market rate, the Vendor has reserve his right to increase the amount of consideration due to increase the rate of material or any other justified reason.

SCHEDULE 'I'

(Description of Plot Property)

All that part and parcel of Plot properties out of Survey No. 74A+B, mentioned below Situated at Village Sansari within the limits of Deolali Cantonment Board Nashik Bounded as under :-

Plot No.	Area Sq. Mts. As per 7/12	Area Sq. Mts. as per layout
1	861.00	860.27
3	960.00	960.58
4	2163.00	2176.70
5	1531.00	1520.77
6	1037.00	1042.38
7	2531.00	2531.84
Total area	9083.00	9091.94

Boundries of the above Plot Plots;

Plot No.	East	West	North	South
1	Plot No. 2	Hospital	30' Road	Plot No. 6
3	Plot No. 4	Plot No. 2	30' Road	9 Mts. Colony Road
4	Cant. Garden	Plot No. 3	30' Road	9 Mts. Colony Road
5	Cant. Garden	Open Space	9 Mts. Colony Road	Sr..No. 74E&D
6	Open Space	Cant. Hospital	9 Mts. Colony Road	Sr..No. 74E&D
7	Plot No. 5	Plot No. 6	9 Mts. Colony Road	Sr..No. 74E&D

Together with all rights of easements to the said property together with the right to entered into the above said plot as per the sanctioned layout from the Road.

SCHEDULE 'II'

(Description of the said Flat Property)

On the aforesaid property a project named as "**Deolali Meadows**" is under construction out of this said project **Flat No. _____** out of _____ **Type** Building area admeasuring _____ **Sq. Fts.** (Built-up) equivalent to _____ **Sq. Mtrs.** situated on the _____ **Floor** bounded as under:

On or towards East
On or towards West
On or towards South
On or towards North

Together with all common rights of easements of common passage, staircase, parking, toilet units, boring water in absence of Municipal Water etc. and open space to enter into the said tenement together with all the amenities as mentioned below.

EXHIBIT

List of Amenities in case of Flat

RCC Work: Earthquake resistance R.C.C. frame structure.

Brick Work: External walls 6" thick, Internal walls 4½" thick.

Plaster Work: Outer sand faced cement plastic, Internal Gypsum finish.

Flooring: Marbonite (Vitrified) 2'0"x2'0" flooring in all rooms.

Toilets: Antiskid tiles flooring and ceramics tile dado up to 7'0" height.

Doors: Good quality plywood door frame for all internal doors.

Windows: Powder coated 3 track aluminium sliding windows with MS safety grill.

Plumbing: External PVC open plumbing & internal concreated PVC plumbing diverter & Good quality sanitary fittings.

Kitchen: Kitchen platform with black grainate top, stainless steel sink & ceramic tiles dado up to lintel level, Aquagard for drinking water.

Electrification: concealed type wiring with sufficient light points in each room with provision of MCB circuit, door bell, telephone & T.V. Cables etc.

Painting: External semi acrylic paint & Internal OBD paint.

Security System: security system for main door for each flat.

COMMON AMENITIES

Internal Roads with street light

Jogging track (pathway) with tree plantation

Club House.

Developed garden space & open space.

IN WITNESS WHERE OF THE PARTIES HAVE SET UP THEIR
RESPECTIVE HANDS HERE UNDER.

SIGNED, SEALED AND DELIVERED BY
THE WITHIN NAMED VENDOR & DEVELOPER

Vaastu Realtors Partnership Firm

Through it's partner

1) Mr. Kishore Shamji Chheda

2) Mr. Ramesh Hari Thorat

3) Mr. Rohan Ramesh Thorat

4) Mr. Jaydeep Rameschandra Gor

5) Mr. Sheetal Rameshchandra Gor

6) Mr. Suresh Lalendra Mahale

7) Mr. Pritam Suresh Mahale

8) Mr. Nikhil Dinesh Haria

[Vendor]

SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED 'PURCHASER'

Mr. _____

Purchaser

IN PRESENCE OF WITNESSES :

1] _____

2] _____

हमी/प्रतिज्ञापत्र

आम्ही लिहुन देणार वास्तु रियलटर्स भागिदारी संस्था तर्फे भागिदार श्री. किशोर शामजी छेडा व इतर तर्फे भागीदार श्री. रोहन रमेश थोरात, पत्ता- जेलरोड, नाशिकरोड, नाशिक 422101 व लिहुन घेणार श्री. _____, रा. _____ सत्यप्रतिज्ञेवर हमी/प्रतिज्ञापत्र लिहुन देतो की,

मौजे संसरी येथील सर्व्हे नंबर 74अ+ब यांसी प्लॉट क्र. 1, 3 ते 7 यांसी 7/12 उतान्याप्रमाणे एकुण क्षेत्र 9083.00 चौ. मी. व ले-आऊटप्रमाणे एकुण क्षेत्र 9060.98 चौ. मी. यावरील बांधण्यात येणाऱ्या नियोजित देवळाली मिडॉस या

टाईप ईमारतीमधील मजल्यावरील फ्लॅट नं. यांसी क्षेत्र
चौ. फुटस् (विल्ड-अप) म्हणजेच चौ. मी. विल्डअप या मिळकतीकरीता
स्वतंत्र वाहनतळ देणेत आलेले नसून सदर इमारतीमध्ये सामाईक वाहनतळाची
सुविधा आहे
हे हमी/प्रतिज्ञापत्र

लिहून घेणार

लिहून देणार