

- (c) The title of the Vendor to the said FLAT is clear, negotiable and marketable without any defects whatsoever.
 - (d) That the Vendor has never subjected the said FLAT to any charge by way of mortgage, lien, lease gift, will, surety, attachment, injunction any oral or written agreement, inheritance or otherwise the Vendors agrees to indemnify the Purchaser from and against any charge or encumbrance or defect in title whatsoever, if found with respect to the said FLAT.
 - (e) The Vendor hereby assure the Purchaser that there is and was no tenant in the said FLAT and that no litigation civil/ criminal/revenue is pending in respect of the said FLAT or its possession and no person is claiming any right, title or interest or possession over the said FLAT.
 - (f) All the rates, taxes/cesses/assessments & outgoing in respect to the said FLAT till this date have been borne and paid by the Vendor. The Vendor indemnifies the Purchaser against any such claim. The future taxes cesses; assessment and outgoings in respect of the said FLAT shall be borne and paid by the Purchaser.
 - (g) That the Vendor has not agreed to sell or transfer in any way the said FLAT to anybody except the Purchaser.
 - (h) By virtue of this conveyance the Purchaser as owners of the said FLAT shall have absolute right, title and interest and ownership to enjoy the said FLAT and its possession peacefully and that the Vendors or anybody claiming through them shall never raise any objection or obstruct the peaceful enjoy of the said property and its possession by the Purchaser.
- (6) The actual clear, vacant & peaceful possession of the said Apartment as described in the second schedule written hereunder is delivered by the Vendor to the purchaser on or before execution of this deed of apartment and the Vendor do hereby confirm the possession of the said apartment by the purchaser as absolute and exclusive owner thereof. The purchaser is satisfied about the possession so also the purchaser is satisfied about the area of the said Apartment/ flat, quality of construction of the building and the amenities and fixtures provided therein and it satisfied about the same and no complaint about the same.
- (7) By virtue of this deed of apartment, the purchaser has become the absolute and exclusive owner of the said apartment along with right in common areas and facilities as mentioned in the declaration of apartment as described in the second schedule written hereunder, the copy of the declaration of apartment, agreement of sale and the deed of apartment of the vendor is delivered to the purchaser and the purchaser has agreed to become member of the said association and agrees to abide by the terms and conditions of the declaration of apartment.
- (8) The apartment conveyed hereunder is free from any encumbrances, charges and defect in title and that the Vendors have not subjected to any charge, by way of mortgage, lien, lease, gift, oral or written agreement will, etc. and the Vendor indemnifies the purchaser with any charge, encumbrance or defect in title if found with respect to the said Apartment. The purchaser has verified the title of the said apartment and the said property and is satisfied about the same.
- (9) The purchaser shall have proportional right in the common areas and facilities as mentioned in declaration registered by the parties.
- (10) The purchaser shall enjoy the ownership and possession of the said apartment conveyed hereunder as absolute and exclusive owner without any

disturbance or obstruction from the Vendor or anybody claiming through them.

(11) All the rates, taxes, etc. in respect of the said apartment is borne and paid by the vendor till today and the same shall be borne and paid by the purchaser hereinafter.

(12) The expenses for stamp duty, registration, Surcharge of this deed of Apartment is borne and paid by the vendor.

(13) That the purchaser has received the copy of declaration of apartment and has read and understood the contents therein. The purchaser agrees to abide by all the terms and conditions as mentioned in the bye laws of the apartment and agrees to enjoy the said apartment alongwith the other apartments owners in the manner as mentioned in the Declaration of Apartment. The purchaser shall be bound by the bye laws of **"GEETA HEIGHTS APARTMENT" CONDOMINIUM** and shall bear and pay his proportionate share or part in the common expenses required for him to be paid as his share of expenses as per the **"GEETA HEIGHTS APARTMENT" CONDOMINIUM** and rules and bye laws framed thereunder. The purchaser shall not do any work which would jeopardise the soundness or safety of the building or reduced the value thereof or impair any easement to the said property.

(14) That this deed of apartment is being executed pursuant to and for the purpose of Mah. Apartment Ownership Act 1970.

(15) That the purchaser has examined the title of the vendor to the said property and has seen the documents of title and is satisfied about the title of the said property, so also the purchaser has taken inspection of the plans and specifications of the construction approved by the Nashik Municipal corporation and is fully satisfied about the same.

(16) The purchaser/s/s himself with intention to bring all persons into whose hands over the Flat may come, do hereby covenant with the vendor as follows;

- a) To maintain the flat at purchasers own cost in good and tenantable repairs and conditions from the date possession and shall not do or suffered to be done, anything in or around the building in which the Flat is situated.
- b) Not to store in the flat any goods which are hazardous, combustible or dangerous nature or are so heavy to damage the construction or structure of building in which the flat is situated, will be caused or storing of which goods is objected to by the concerned local or other authority.
- c) To carry at his own cost all internal repairs of the said flat and maintain the same in the same condition, state and order in which it was delivered by the vendor to purchaser and shall not do or suffered to be done anything or building in which the flat is situated or the flat which may be given the rules and regulations and bye laws of concerned legal authority or other public authority and keep the portion sewer, drain pipes in the flat, consequences of the breach and in the event of the purchaser committing any act in contravention of the above provisions, the purchaser shall be responsible for the consequences thereof to the concerned legal authority and/or other public author.
- d) Not to throw dirt, rubbish, ranges, garbage or refuse or permit the same to be thrown from said flat in compound or any portion of said land and building in which the flat is situated.

- e) To bear and pay increase in local taxes, water charges, insurance and other such levys, if any which are imposed by concerned local authority on account of change of user of the flat by the purchaser viz. User of any purpose other than for residential purpose.
- f) The purchaser shall observe and perform all rules and regulations which the association may adopt at its inception and addition, alterations and amenities thereof that may be from time to time, for protection and maintenance of said building and flat therein and for the observance and performance of building rules, regulations & bye laws for the time being of concerned local authority and of Govt. and other public bodies. The purchaser shall observe and perform all stipulations and conditions laid down by association, regarding the occupation and use of the flat in building and shall pay and contribute outgoing in accordance with the terms of this Deed.

[17] The Vendor shall execute a deed of apartment of other apartments in the building in favour of the individual apartment owners and as such the entire said property as mentioned in the first schedule is deemed to have been owned by **"GEETA HEIGHTS APARTMENT" CONDOMINIUM.**

[18] That except the property conveyed hereunder the purchaser shall not claim any right in respect of the restricted common areas as may have been allotted to any constructed premises purchaser by the vendor.

[19] That except the apartment owners whom the stilt and open parking is allotted no other apartment owners shall have right, title and interest in the said parking. The other apartment owners shall never claim any right in the parking allotted to particular apartment owners.

FIRST SCHEDULE OF THE PROPERTY

All that piece and parcel of land bearing **Gat No. 311/A bearing Plot No. 43 total admeasuring 880.88 Sq. Mtrs.** situated at **Ambad Khurd**, Taluka and District Nashik, within registration and sub Registration District of Nashik within Nashik Municipal Corporation Bounded as follows :

On or towards East	:	By Gat No. 310
On or towards West	:	By Layout of Gat No. 311 Part
On or towards South	:	By 18 Mtrs. D.P. Road
On or towards North	:	By Plot No. 42 and Layout of G.No. 311

SECOND SCHEDULE OF THE PROPERTY

All that piece and parcel of constructed property constructed on the property as mentioned in the first schedule bearing **Flat No. _____** on **_____ Floor, admeasuring _____ Sq. Mtrs. Carpet area and usable area of Close Balconies admeasuring _____ Sq. mtrs. and Open Balcony admeasuring _____ Sq. Mtrs. in GEETA HEIGHTS APARTMENT** alongwith **_____ %** ownership rights in the common areas as mentioned in the Declaration of Apartment bounded as follows :

On or towards East	:	By
On or towards West	:	By
On or towards South	:	By
On or towards North	:	By

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED HEREUNTO ON THIS DAY, DATE AND YEAR FIRST MENTIONED ABOVE.

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
**M/s. GEETA DEVELOPERS THROUGH ITS
PARTNER MR. BHAVESH RAVJIBHAI PATEL
(VENDOR/PROMOTER)**

]
]
]
]-----
]

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED:

[1] _____

]
]
]-----
]
]
]
]
]
]
]-----
]

[2] _____
(PURCHASER/S)

WITNESSES :-

1.-----

2.-----