

Zone No.	: 19.2
Govt Rate of Flat on Seventh Floor with Lift Facility per sq.mtr (38500+5%)	: Rs. 40,425/-
Carpet Area of Flat	: 87.03 Sq.Mtrs.
Balcony Area	: 19.11 Sq.Mtrs.
Government Value	: Rs. 47,20,000/-
Consideration Value	: Rs. 48,00,000/-
5% Stamp Duty (Woman Purchaser)	: Rs. 2,40,000/-
Registration Fee	: Rs. 30,000/-

DEED OF APARTMENT (SALE DEED)

THIS DEED OF APARTMENT is made and executed at Nashik on this th day of the month **December** in the Christian Year **TWO THOUSAND AND TWENTY THREE, A. D.,**

B E T W E E N

**M/s. HARIOM GROUP,
(PAN No. AAMFH 7190 L)**

THROUGH ITS PARTNER,

MR. SHIVAM PRAKASH PATEL,

Age: 29 Years, Occupation: Business,

(Mob No. 9823863021) (Email ID- hariomgroupnashik@gmail.com)

Add: Plot No. 01, Survey No. 207/6C, Hariom Steel, Nr. State Bank of India, Dindori Road, Mhasrul, Nashik- 422004.

Hereinafter referred to as the "**VENDOR/S**" [which expression, shall unless it be repugnant to the context or meaning thereof, shall always deem to mean and include its existing Partners, legal heirs, executors, administrators, representatives and assignees] of the **ONE PART,**

A N D

MISS. PREETI SAMSHERSINGH CHAUDHARY,

(PAN No. BZMPC 9439 B) (Aadhar No. 9356 1717 6861)

(MOB. No. 8177986172) (Email Id- chaudharypreeti847@gmail.com)

Age: 24 Years, Occupation: Service,

R/o: Sai Row House, 25A/2, Near Ramgandhiya Bhavan , Dhattrak Phata, Nashik-422003.

Hereinafter referred to as "**PURCHASER/S**" [which expression, unless it be repugnant to the context or meaning thereof, shall always deem to mean and include his/her/their legal heirs, executors, administrators, representatives and assigns] of the **SECOND PART,**

WHEREAS The Vendor/s is absolute and exclusive owner & sufficiently entitled to all that piece and parcel of the land situated at Nashik more particularly described in the schedule written hereunder referred to as the said property.

The Vendor herein has purchased the said land property of **Plot No. 5/6/7 totally admeasuring 1006.73 sq. mtrs.** bearing **Survey No. 326/1/1/1(P)** lying, being and situated at Village: **PATHARDI-1**, Taluka & District : Nashik, (hereinafter referred to as the "**said property**") and more particularly described in Schedule-I written hereunder from erstwhile/previous owners of Plot No. 05 Mrs. Archana Shashank Risbud and Mr. Shashank Mukund Risbud and of Plot No. 06 Mr. Atul Shantaram Sarvate and Mrs. Deepa Atul Sarvate and of Plot No. 07 Mr. Ashutosh Shantaram Sarvate vide a registered sale deeds duly registered at Sr. No. 10032, 10034 and 10035 on 09/12/2021. The name of the Vendor herein is recorded in revenue records vide M.E. No. 30798, 30799 and 30800. Since then the said Vendor is in possession of the said property with absolute rights, authorities and powers to deal with and dispose of the same to any individual, firm and/or institution of their own choice.

AND WHEREAS the Competent Authority, Nashik Municipal Corporation, Nashik vide his Order No. **Land/Final/237/4094** dated **28/12/1994** has approved the final lay-out plan of the said land property.

AND WHEREAS the Competent Authority, Collector of Nashik, vide his Order No. **Mah/Kaksh-3/Bi.She.Pra.Kra./220/1992** dated **31/07/1992** has granted permission for the Non-Agricultural use of the said land property for Residential purpose. Therefore, the said property is fit for causing construction of Residential building thereupon.

AND WHEREAS considering the need of the said Project, the Vendor has purchased an additional TDR admeasuring **758.13 sq. mtrs.** by absolute Sale Deed which was registered before the Sub-Registrar, Nashik. Considering the said TDR the Vendor has prepared a building plan of the construction caused on the said property and submitted it to the Nashik Municipal Corporation, Nashik and the same is duly approved and sanctioned vide its Order No. **LND/ BP/ B2/635/ 2022 dtd. 31/03/2022.** The Vendor has completed the building as per the approved building plan and in respect of the said building the Nashik Municipal Corporation has issued Completion certificate Letter no. **NMCB/FO/2023/APL/03567 dtd. 21/09/2023.** This Agreement between the parties hereto is of **HARIOM LANDMARK Apartment** which consists of Residential and Commercial units. Accordingly, work of construction of **HARIOM LANDMARK Apartment** has completed on the said property as per the said approved plan which was constructing upon **Ground, First, Second, Third, Fourth, Fifth, Sixth and Seventh** having independent approach to each Unit as per the said approved and sanctioned building plan and also having all the required facilities and civic amenities.

AND WHEREAS the Vendor has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Vendor has registered the project under the provision of the Act with the Real Estate Regulatory Authority at Mumbai no. **P51600045250;** authenticated copy is attached in Annexure;

AND WHEREAS the Vendor has appointed a Structural Engineer for the preparation of the structural design drawings of the buildings and the Vendor has accepted the professional supervision of the Architect and Structural Engineer till the completion of the building/buildings.

AND WHEREAS on demand from the Purchaser/s, the Vendor has given inspection to the Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor's Architects Mr. Suresh N. Patel 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;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Vendor to the project land on which the Apartments were constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Vendor and according to which the construction of the building and open spaces are provided for on the said project have been annexed hereto,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser/s, as sanctioned and approved by the local authority has been annexed.

AND WHEREAS the Vendor has got all the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s.

AND WHEREAS in pursuance to the development of the said property, it is necessary to have a perfect title and legal status to each independent constructed tenement constructed upon the said property, therefore, for that purpose, the Vendor has decided to submit the said property, building on it and the constructed tenements therein under a **Scheme of Apartment U/s 2 & 11 of the MAHARASHTRA OWNERSHIP ACT, 1970**, hereinafter referred to as the "said Act" and under Rule 3 of THE MAHARASHTRA APARTMENT RULES, 1972, hereinafter referred to as the "said Rules". Hence, the Vendor subjected the said property to the provisions of Maharashtra Apartment Ownership Act and executed a Declaration under Rule-3 of the Maharashtra Apartment Ownership Rules 1972 which is duly registered on 01/11/2023 at the office of Sub Registrar, Nashik-3 vide Sr. No. 10500/2023.

AND WHEREAS the Purchaser/s has applied to the Vendor for allotment of an Apartment/Flat No. **A-702** (herein after referred to as the said "Apartment") on **Seventh** Floor in **Wing A** situated in the building called **HARIOM LANDMARK Apartment**, which is constructed by the vendor in the said project. The Vendor accepted the said application and has agreed to sale said apartment to the Purchaser/s. Further, the Purchaser/s has inspected the same and is satisfied with all such documents, deeds, plans, designs and specifications and present situations on the site and title of the Vendor to the said property.

AND WHEREAS the carpet area of the said Apartment is **87.03 sq. mtrs. and area of usable balcony adm. 19.11 sq. mtrs.** (Carpet area as per RERA which means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the apartment.)

AND WHEREAS further, the Vendor has decided to dispose of the said Flat premises and the Purchaser/s herein, who is interested to purchase the same. The Purchaser/s is fully aware of the development and present status of the said Flat premises, and being satisfied thereof have discussed, stipulations

and consideration in respect of the said Flat premises and accordingly have decided to record the same in writing by executing this Deed of Apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this deed and all applicable laws, are now willing to enter into this deed on the terms and conditions appearing hereinafter;

AND WHEREAS, under section 13 of Real Estate (Regulation and Development) Act, 2016, the Vendor is required to execute a written deed for sale said Apartment with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS, In accordance with the terms and conditions set out in this deed and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Apartment.

NOW THEREFOR, THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Vendor has constructed the said building/s consisting of ground and seven upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Vendor shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the apartment of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

- 1(a) The Purchaser/s hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser/s apartment No. **A-702** of carpet area admeasuring **87.03** sq. meters and usable area of balcony **19.11** sq. mtrs. on **Seventh** Floor in **Wing A** situated in the building (hereinafter referred to as "the Apartment") for the consideration of **Rs. 48,00,000/- (Rupees Forty Eight Lakh Only)**. The Vendor hereby and hereunder agrees to sale said Flat premises and assign unto the Purchaser/s all the rights, title, interest and Vendor Ownership available thereto along with all the facilities and areas and amenities attached thereof, as per the Apartment Scheme. So also the Purchaser/s hereby and hereunder agrees to purchase and acquire from the Vendor said Flat premises and all rights, title and interest thereof as per the Scheme of Development, described and understood by the Purchaser/s, along with the amenities available thereto, more particularly described in Schedule-III written hereunder.
- 1(b) The Purchaser/s hereby and hereunder has fully paid to the Vendor the aforesaid agreed consideration amount in the manner appearing here-in-below:-

<u>Amount</u>	<u>Particulars</u>
Rs. /-	Paid by Cheque No. drawn on
	, dated / /2023.

any defects on account of workmanship, quality or provision of service, such defects shall be rectified by the Vendor at his own cost within reasonable time thereof natural wear and tear notwithstanding. Whereas any kind of claim for defective workmanship shall have to be authentic in nature.

B. Whereas defect liability for the period of 5 years from the date of receiving possession of the said flat is limited only to Structural Work, Waterproofing work, Brickwork and Plaster work and the same shall be rectified by the Vendor at its own cost. However the rectification cost in respect of cracks emerged due to Climatic Changes and variations in temperatures shall be borne by the Purchaser/s herein. The Purchaser/s shall not ask for any compensation in respect of expenses borne by him/her/them regarding the cracks emerged due to Climatic Change and variations in temperatures. The services provided by the Vendor such as lift, pumps, C.P. Fittings, Hardware Fittings, Sliding Windows, French Door, Electrical Fittings etc. will have the guarantee and warranty as per the terms and conditions of the respective manufacturers/agencies which is/are providing such services to the Vendors. Whereas the Granite Stone Frames for toilets doors, dry terrace doors, windows, kitchen Otta etc. provided by the Vendors herein may have shade variation and the Vendor herein shall not be responsible for the same and as well as for Paint as it may fade in due course of time. Whereas, it is specifically understood by the Purchaser/s that certain facilities such as are provided free of charge by the Vendor to the Flat Purchaser/s, wherein any defect with respect to such facilities shall not be rectified by the Vendor and hence Vendor is not in any way responsible for damage of the same.

C. Disclosure regarding manufacturer's warranty;

The Vendor specifically discloses that, the manufacturers of certain appliances, equipments, standard fittings, machineries including electric pumps, etc will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Vendor is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

D. The Vendor herein by spending huge amount providing high quality specifications in the Said Flat and for the buildings which are under construction on the said Land which Vendor herein are constructing, hence Purchaser/s / unauthorised persons/ any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring etc. and considering this aspect and have the safety measures Purchaser/s are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Purchaser/s nor occupier of the said Flat or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the said Flat because wires will not take additional load and such act will be amount to be breach of condition of this transaction. Similarly after completion of

the project and conveyance in the name of society/ association of apartment, such society/association of apartment will have absolute authority to expel the member for the said Flat and dispose of such Flat in market and refund the amount paid by the Purchaser/s to the Vendor herein being consideration of the said Flat. This condition is the essence of contract and Purchaser/s herein undertakes to abide the same.

E. The word defect herein above stated shall mean only the manufacturing defects caused on account of wilful neglect of the Vendor themselves and shall not mean defects caused by normal wear and tear, negligent use of the said Flat or the building/s by the Purchaser/s, abnormal fluctuations in the temperatures, abnormal heavy rains, damages from natural calamity etc. Provided further that the Purchaser/s shall not carry out alterations of whatsoever nature in the said flat or in the fittings therein, in particular. It is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring / Dado) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Vendor, the defect liability shall become void.

F. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, such defect shall have to be certified by a Registered Consulting Engineer / Professional competent to determine the problem and then shall submit a report to state the defects in materials used, in the structure built of the Flat/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

5. The Purchaser shall use the apartment or any part thereof or permit the same to be used only for purpose of residence. He/she shall use the allotted parking space no. 04 only for purpose of parking vehicle.
6. The Purchaser/s along with other Purchaser/s(s) of apartments in the building shall join in registering his name in the Apartment Association which is already registered by the vendor and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for becoming a member, including the bye-laws of the Apartment Association and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the memorandum and/or Articles of Association, as may be required by the Apartment Association, as the case may be or any other Competent Authority.
7. The Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the project land and building namely, local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until the said structure of the building/s or wings is transferred to Apartment Association (Final Conveyance), the

Purchaser/s shall pay to the Vendor such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Vendor provisional monthly contribution towards the outgoings. The amount so paid by the Purchaser/s to the Vendor shall not carry any interest and remain with the Vendor until a conveyance of the structure of the building is executed in favor of Apartment Association as aforesaid. On such conveyance being executed for the structure of the building the aforesaid deposits shall be paid over by the Vendor to the Apartment Association. Commercial unit holders shall contribute amount of Rs. 50000/-(in words Fifty Thousand Only) each towards One Time Maintenance Deposit and shall not be liable to bear and pay the proportionate share of monthly outgoings and any maintenance work of the building.

8. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Vendor, the following amounts:-

- (i) Amount for share money, application entrance fee, formation, registration of the Association of Apartment.
- (ii) Amount towards the proportionate expenses of installation charges for common water meter and electric meter, connection, proportionate amount towards the MSEB ORC charges and deposit and installation charges etc. and common water meter connection charges.
- (iii) Amount for meeting all legal costs, charges and expenses, including professional cost of the attorney at law/advocates of the Vendor in connection with formation of apartment association and preparing its rules, regulations and by-laws and the cost of preparing and engrossing the conveyance.
- (iv) Amount of Rs. 1,00,000/-(Rupees One Lakh only) towards Maintenance Deposit which shall be returned to the Apartment Association.

9. That all rates, cesses and taxes and liabilities pertaining to the said land & apartment which have accrued or may become due on the said apartment upto the date of taking of possession by "Purchaser/s" of the said apartment, whether belonging to the State/Central Government or any local body or any other Authority will be borne and paid by Vendor and for period thereafter the "Purchaser/s" will be liable to bear and pay for the same from the date of receipt of possession. The Purchaser/s will be also liable to bear and pay the following cesses and taxes:

- (i) Any other special expenses, taxes, charges and assessments as may be made applicable on account of introduction of new enactments brought into force by the Govt.
- (ii) Any additional amenities as may be required to be provided upon direction of the Govt. or the local authorities for the project.

10. At the time of registration of conveyance of the structure of the building or wing of the building, the Purchaser/s shall pay to the Vendor, the Purchaser/s share of stamp duty and registration charges payable, by the said Association of

Apartment or any document or instrument of transfer in respect of the structure of the said building/wing of the building. At the time of Registration of conveyance of the project land, the Purchaser/s shall pay to the Vendor, the Purchaser/s share of stamp duty and registration charges payable, by the said Apex body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

11. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser/s as follows:

- i. The Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for implementation of the Project;
- ii. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building is valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- vi. The Vendor has the right to enter into Agreement and has not committed or omitted to perform any act or thing , whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in manner, affect the rights of Purchaser/s under this Agreement;
- viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser/ss the Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Purchaser/ss.
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has

been received or served upon the Vendor in respect of the project land and/or the Project except those disclosed in the title report.

12. It is further agreed by and between the parties that the Vendor shall not be liable to pay the adhoc maintenance charges for the UNSOLD premises till final conveyance of the said UNSOLD premises. It is further agreed and understood between the Parties that after the formation of the Organization, the Vendor shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold premises, units, etc. and all the amenities and facilities in the said Project. The Vendor shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the unsold flats along with the other amenities in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice without payment of any premium or transfer fees or charges, donation or compensation or costs in any form. Neither the Purchaser/s herein, nor the organization shall object to or dispute to any such transaction dealing with the unsold units. The vendors upon intimating to the Organization the name or names of the Purchaser/s or acquirer/s of such unsold flats and amenities, the Organization shall forthwith accept and admit such Purchaser/s and acquirer/s as the Flat Purchaser/s and shareholder/s and/or members of the Organization, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/ recovering from such Purchaser/s and acquirer/s as any premium, fees, donation or any other amount of whatsoever nature in respect thereof.

13. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor as follows :-
 - i. To maintain the said Flat premises, at the Purchaser/s own costs, in good tenantable, repair and condition from the date of License to enter the said Flat premises is taken and shall not change/alter or make addition in or to the building or in or to the said Flat premises itself or any part thereof or do or suffer to be done anything in the staircase or any passages, which, may be against rules, regulations or bye-laws concerned local or any other authority.

 - ii. Not to store in the said Flat premises any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure or the building or storing of which goods is objected by the concerned Local or other Authority and shall not carry or cause to be carried any heavy packages on the upper floors which may damage or are likely to damage the staircase, common passage or any other structure of the building and in the event of any such loss, injury or damage caused to the said Flat premises on account of negligence or default of the Purchaser/s, the Purchaser/s shall be liable to make good the same at his/her/their own costs and shall be liable for all the consequences arising on account of the breach thereof.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the said Flat premises or any part thereof nor at any time make or cause to be made any addition or alteration in the elevation and outside color scheme of the building and shall keep the walls and partition walls, sewers, drains, pipes in the said Flat premises and appurtenances thereto in good and tenantable, repair and condition and in particular, so as to support, shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs, girders or RCC, Pardis or any other structure member in the said Flat premises without the prior written permission of the Vendor, and/or the said **HARIOM LANDMARK Apartment**.
- v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat premises of the said land and building.
- vi. To bear and pay increase in local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said Apartment and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said flat by the flat Purchaser/s.
- vii. The Purchaser/s shall observe and perform all the rules and regulations which the Association of Apartment may adopt at its inception and the additions, alterations thereof that may be made from time to time for protection and maintenance of the said building and the apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other Public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Deed.
- viii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favor of Association of

Apartment shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings and Project Land or any part thereof to view and examine the state and condition thereof.

- ix. 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. 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. No one can disturb the outer elevation as well as allowed encroachments on the common and restricted areas. The Purchaser/s shall not cause any nuisance to other Purchaser/s and occupiers and Vendor in any manner whatever.
- x. If the unit allotted is a residential unit then the Purchaser/s shall use the same only for agreed / sanctioned / permitted purpose and shall not change the use.
- xi. Till a separate electric meter or a water meter is installed/ allotted by the MSEB/concerned authority, the Purchaser/s herein, hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his / her apartment / unit.
- xii. If after delivery of possession of the said unit, the vendor or association is required to carry out repairs including for stopping leakage of water in the toilet, then the Purchaser/s herein shall permit association to carry out such repairs without delay and shall give required help therefore. If such leakage is due to alterations made by the Purchaser/s or due to negligence of the Purchaser/s then the Purchaser/s shall be liable to carry out the said repairs and to pay the costs therefore.
- xiii. Not to cause nuisance and annoyance to occupiers and not to use the premises for immoral or illegal purposes.
- xiv. Not to carry out additional structures in the building or cover the terrace outside the building.
- xv. The apartment Purchaser/s shall observe and perform all the rules and regulations which the association of apartment owners may adopt at its inception and the additions, alteration or modifications thereof may be made for the protection and maintenance of the said building. Further the apartment Purchaser/s shall observe and perform the building rules, regulations and bye laws for the time being of the concerned local authorities.
- xvi. The Vendor shall not be responsible for the consequences arising out of the changes in law or changes in Municipal and other Laws, rules, regulations, etc.

14. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Association of Apartment or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
15. The Purchaser/s shall have no claim of any nature whatsoever, save and except in respect of the said Premises agreed to be sold to him/her/them hereunder by the Vendors. All open spaces, lobbies, terraces and all other common areas and other premises will remain the property of the Vendor until the ownership rights of the said Property is duly assigned or transferred together with the said Buildings to the Apartment Association as hereinafter mentioned, subject, however, to the rights of the Vendor as herein stated.
16. After the possession of the said Premises is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said Building and/or the said Parking Tower are required to be carried out by the Government, NMC, Local Authority or any other statutory Authority, the same shall be carried out by the Purchaser/s of various premises in the said Buildings, including the Purchaser/s herein, at his/her/their own costs and the Vendor shall not be in any manner liable or responsible for the same.
17. Within a period of 12 (Twelve) months after (i) the said Building and all other structures and premises intended to be constructed by the Vendor on the said property are duly completed and the same are ready for occupation; (ii) the Apartment Association as aforesaid is formed and registered; (iii) all saleable premises in the said Building, have been duly sold and disposed off by the Vendor, (iv) the Vendor shall have received all dues receivable by them in terms of the respective agreements with the Purchaser/s of all the said Premises in the said Building, including the Purchaser/s herein and (v) the NMC shall have granted it no objection and consent for the assignment of the said property unto and in favour of Apartment Association, the Vendor will execute the Deed of Assignment in respect of the said property together with the said Building, the electric Sub-Meter, if any, in favour of such Apartment Association, and till then, possession of the said Property and the said Building shall be deemed to be with the Vendor. Vendor and Purchaser/s have agreed on this.
18. Nothing contained in this Deed is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, will remain the property of the Vendor until the said structure of the building is transferred to the Association of Apartment and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.
19. **VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Vendor executes this Deed he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such Apartment.

20. BINDING EFFECT

Forwarding this Deed to the Purchaser/s by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser/s until, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor. If the Purchaser/s fails to execute and deliver to the Vendor this Deed within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith shall be returned to the Purchaser/s without any interest or compensation whatsoever.

21. ENTIRE DEED

This Deed, along with its schedules and annexures, constitutes the entire Deed between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS DEED APPLICABLE TO PURCHASER/S / SUBSEQUENT PURCHASER/S

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. SEVERABILITY

If any provision of this Deed shall be determined to be void or unenforceable under the Act or the rules and Regulations made thereunder or other applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this deed and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this deed shall remain and enforceable as applicable at the time of execution of this deed.

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED

Wherever in this deed it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser(s) in Project, the same shall be in

proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

26. FURTHER ASSURANCES

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred or pursuant to any such transaction.

27. PLACE OF EXECUTION

The execution of this deed shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser/s in Nashik, after the deed is duly executed by the Purchaser/s and the Vendor or simultaneously with the execution the said deed shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nashik.

28. The Purchaser/s and/or Vendor shall present this deed at proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.

29. That all notices to be served on the Purchasers and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers or the Promoters by Registered Post A.D. or notified Email ID/Under Certificate of Posting at their respective addresses specified in the title clause of this agreement. It shall be the duty of the Purchasers and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Purchasers, as the case may be.

30. JOINT PURCHASER/S

That in case there are Joint Purchaser/s all communications shall be sent by the Vendor to the Purchaser/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 Purchaser/s.

31. Stamp Duty and Registration: The charges towards stamp duty and Registration of this Agreement shall be borne by the purchaser.

32. Dispute Resolution: Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 Rules and Regulations, thereunder.

33. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being force and the Nashik courts will have the jurisdiction for this Deed.

34. This Deed shall always be subject to the provisions contained in THE MAHARASHTRA OWNERSHIP OF FLATS ACT, 1963 & 1970 and The REAL ESTATE (Regulation and Development) ACT, 2016 the rules there under and/or any modifications and/or any re-enactment thereof and/or the rules or any other provisions of law applicable thereto and hereto.

SCHEDULE-I OF THE SAID PROPERTY HERE-IN-ABOVE REFERRED TO

All that piece and parcel of the Non-Agricultural land property of **Plot Nos. 5/6/7 totally admeasuring 1006.73 sq. mtrs.** bearing **Survey No. 326/1/1/1P** lying, being and situated at Village: **PATHARDI-1**, Taluka & District : Nashik, within the limits of Nashik Municipal Corporation and within the Registration and Sub-Registration District of Nashik, and collectively bounded as under:-

On or towards

East : By 12.00 Mtrs. Colony Road
 West : By adjacent Survey Number
 South : By 18.00 Mtrs. D.P. Road
 North : By 12.00 Mtrs. Colony Road

All the said property together with all things appurtenant thereto and all rights of access and easement thereof.

SCHEDULE-II OF THE SAID FLAT PREMISES HERE-IN-ABOVE REFERRED TO

All that part and parcel of the constructed **Flat No. A-702 admeasuring 87.03 sq. mtrs. carpet area and area of usable balcony adm. 19.11 sq. mtrs.** on **Seventh Floor** in **Wing A** in the building from and out of **HARIOM LANDMARK Apartment**, duly constructed on the land property, more particularly described in Schedule-I written herein above, and bounded as under:

On or towards

East : Staircase, Lift, Lobby and Flat No. A-701
 West : Marginal Space
 South : Marginal Space and Road
 North : Marginal Space and Road

All the said Flat premises together with the amenities listed and written hereunder in the Schedule-III, together with **3.83%** undivided ownership in the land mentioned in schedule-I and all rights of easement and common facilities appurtenant thereto.

SCHEDULE-III OF AMENITIES TO BE PROVIDED IN SAID FLAT PREMISES

Structure :-

RCC frame structure
 External wall 6" thick and internal 4" thick brunt brick masonry.

Finish / Plastering :-

Sand face external plaster with Neru finish internal plaster
External Paint will be in Acrylic & Internal Paint will be in Distemper.

Flooring :-

Vitrified ceramic 2' x 2' with skirting in living, kitchen, bedroom & passage.
Granite Kitchen Platform with Stainless Steel Sink with service platform.
Glazed Tile Dado above kitchen platform and Bathroom up to Lintel Level

Doors & Windows:-

All Door with decorative laminated sheet with good quality fittings.
Windows Frame & Shutter: Three track power coating sliding window with mosquito net, safety grill & granite frame.

Electification :-

Concealed conduit wiring with copper conductor and socket outlets in 3.5 numbers as per standard norms, power point for geysers in toilets & kitchens of modular boards.
T. V. point in living rooms
Provision for Washing Machine (Electrical point only)
Exhaust fan point in kitchen

Toilets :-

Shower provision for hot & cold water with Mixer Cock
WC Indian Type for Common & Western Type for Attached Toilet.

COMMON EXPENDITURE TO BE PAID BY THE OCCUPANTS IN THE BUILDING

1. For the maintenance and upkeep of the total building and also for the maintenance of the electric wiring and motor pipe lines, drainage pipe lines.
2. For the maintenance of the overhead tanks and electric pump. Common electric expenses for the passage light in the landing, staircase marginal space as well as bore well electric consumption charges and relevant electrical common consumption charges.
3. Proportionate share for the payment of the N.A taxes,
4. For the payment of the watchman, and the sweeper and also for the regular maintenance of the cleanliness of the building.
5. Proportionate share for the payment of the salaries of the appointed servants and staff.
6. Salary to the person appointed for the recovery of the maintenance charges.

IN WITNESS WHEREOF the parties hereto have executed this Deed on the day, month and year first hereinabove written.

SIGNED, SEALED & DELIVERED BY THE
WITHIN NAMED "**VENDOR**"
M/s. HARIOM GROUP,
THROUGH ITS PARTNER,
MR. SHIVAM PRAKASH PATEL,

]
]
]
]
] _____
] [**VENDOR**]

SIGNED, SEALED & DELIVERED BY THE
WITHIN NAMED "**PURCHASER/S**"

MISS. PREETI SAMSHERSINGH CHAUDHARY,

]
]
]
] _____
] [**PURCHASER/S**]

In the presence of Witnesses:

1.

2.
