

Zone No. :

DEED OF SALE OF APARTMENT

FOR TOTAL CONSIDERATION VALUE OF RS. _____/-

STAMP DUTY PAID OF RS. _____/-

This Deed of sale of Apartment is executed at Akola on this dated

Party No. 1:-

GRANTOR: SHRI GOKUL DEVELOPERS, A partnership firm, Through Power of Attorney holder
_____ as per Regd. Power of Attorney document sr. no.
.....dated

[Hereinafter referred to as Grantor is fully empowered and qualified to execute to this deed does hereby state which expression shall always mean and include his legal heirs, representatives, successors, administrator's executors, etc. and assigns this deed.]

And

Party No. 2/Purchaser:-

1. (PAN No.)

Age: Years Occup.:

R/o. Tq. & Dist.

(Hereinafter referred to as party No. 2 Apartment purchaser which expression shall always mean and include his/her legal heirs, representatives, successors, administrators, and assigns.)

FIRST - That the Grantor is the Developer and the following land situated at Akola tq. & dist. Akola, within the municipal limit of Akola in the area popularly known Geeta Nagar, Akola purchased by Registered Deed, having Sr.No.3946 before Sub-registrar, Akola and bearing Layout plot no.2 and F. Survey no.13 of which after passing order of N.A. use and converting it from residential purpose by lay outing the plots in Revenue Case No. NAP-34-Akoli-Bk/41/2013-14 decided on 03-01-2015, mouje Akoli Bk. Tq. Dist, Akola out of the total area of 41677.56 Sq.ft. (3871.94 Sq.mtr). and herein after mentioned as "Land" more specified in schedule "I" and where the grantors are the absolute owner of the said land and whereas the Grantors wants to develop the said property by constructing a multistoried building having residential flats and Shops in firm of M/s. Land Mark Developers, Akola having registered Partnership firm and whereas a plan for said development is duly sanctioned by the planning authority vide order no. MRC-81/Akoli Bk/557/2015-16 on dated 05-07-2016 and whereas above development of the work under the provision of Maharashtra apartment ownership act 1970.

SECOND - That the Grantor has constructed on the parcel of land described above a building known as "**Vrindavan Garden**". The grantor has got approved from the concerned local authority, the plans, specifications, elevations, sections and details of the said building. The grantor have accordingly completed the construction work of said building which was approved by the planning authority vide order no. on dated and which are made a party thereof.

THIRD - AND WHEREAS the grantor have the sole and exclusive right to sell the Apartment in said building on the said land, and to enter into an agreement with the purchaser of Apartment and to receive the price in respect thereof.

FOURTH- AND WHEREAS the purchaser demanded from the Grantors and the grantors have given inspection of Apartment purchaser of all documents of title relating to the said land, the plans, drawing and specifications prepared by the grantors" architects and such other documents, as are specified under the Maharashtra Apartment Ownership Act 1970 (hereinafter referred as "The said Act") and the rules made there under. That Apartment purchaser has inspected and verified all the documents of title to the property, and is satisfied that the Grantors have a clear and marketable title, to the said property, and is fully empowered and authorized to execute this DEED. Thereafter the purchaser agreed to purchase from the Grantors, one on **Floor** in the said "Rama Heights Condominium" more particularly described in the Schedule II.

NOW THEREFORE THIS DEED OF SALE OF APARTMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS: -

1) All the apartment or flats are for residential purposes only. All units are capable of individual utilization on account having their own exit to a common area and facility of the building. And the apartments will be sold to one or more owners, each owner obtaining a particular exclusive property right thereto and each apartment constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in the state (hereinafter referred to as "family unit"), and also an undivided interest in the general and/or restricted common areas and facilities of the building as listed hereinafter in this deed necessary for their adequate use and enjoyment and hereinafter referred to as a "general and/or restricted common areas and facilities", all of the above in accordance with the Maharashtra Apartment ownership Act, 1970.

2) The Apartment Purchaser hereby agrees to purchase from the Grantor and the grantor hereby agrees to sell the Apartment Purchaser**BHK** Unit containing **No** on pursuing family unit type on the having carpet area admeasuring **Sq.Mtr.** & Super Built-up area admeasuring **Sq. Mtr.** (Which is inclusive of the area of balconies and proportionate usable area.) as shown in the plan thereof for the Total consideration price of **Rs.**/- (In words Rupees Only) The Apartment purchaser had paid to the Grantor, and the Grantor, has received from the Apartment Owner, amount of total consideration of **Rs.**/- (In words Rupees Only) against on **Floor** received by cheques details as follows:

Sr. No.	Date	Amount	Cheque no.	Bank
1				
2.				
3.				
Total Rs.		/- (In words Rs. only)		

And Grantors has issued receipts for the same. The Apartment is ready for the possession sale deed will come in force subject to realization of mentioned cheques.

3. The Apartment purchaser had satisfied himself about the correctness of the area of the said Apartment, dry balconies, Terraces and about the quality of construction work and specification/ amenities provided Apartment purchaser has inspected the quality of construction, the quality of material used in the construction, and workmanship and is fully satisfied with the same. After delivery of possession of the said flat, the flat purchaser shall not be entitled to make any complaint therefore and all the rights regarding the same shall be deemed to have been waived. Said Apartment by the apartment purchaser in pursuance of this clause, the apartment purchaser herein shall not be entitled to raise any objection or to deem any amount under whatsoever ground from the Grantor herein. It is further agreed between the parties hereto that on receipt of possession of the said Apartment by the Apartment purchaser of these presents the apartment purchaser herein has accepted the said apartment on as is where is basis and extinguished his/her /their rights as to raise any objection or complaint under whatsoever head.

4. The Grantors hereby declare that the floor space index available in respect of the said Unit No. on Floor Is Sq. Mtr. & in percent% for voting and other rights only which is undivided share of land and that no part of that said floor space index has been utilized by the Grantors, elsewhere, the residual F.S.I. in the Plot or the layout has not consumed & will be available to the Apartment owner and after registration of the society by the Apartment owners, the F.S.I. shall be available to the Grantor only.

5. The Unit No. on Floor to be purchased by the Apartment purchaser from the Grantors is ready in respect and is ready for occupation.

6. The Apartment purchaser shall use that Apartment or any part thereof or permit the same to be used for purpose of **Residence only**.

7. The Apartment purchase hereby agrees that he will not throw dirt, rubbish, rages, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in the which that Apartment is situated.

8. The Unit No. on Floor hereby conveyed is free from all encumbrances, lien, and the Grantors have paid all the taxes, rents, cesse, and other dues whatsoever assessed on the apartment until the date of this Deed of Sale of Apartment.

9. The purchaser hereby agrees that he will pay to the grantors within 7 days of demand by the grantors his share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service in connection to the building in which the Apartment is situated.

10. In case of any dispute between Apartment Owners in respect of maintenance of Apartment or any incidental Issue in respect of Apartment, the decision of Association of

Apartment will be final and binding on the Apartment purchaser. And the taxes, expenses or other outgoing in according with the terms of this Deed.

11. The Apartment purchaser hereby agrees that he shall observe and perform all the rules and regulations which the society or the limited Company or A.O.P. may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for protection and Maintenance of the said building and the Apartment therein and for the observance and performance of the said building Rules, Regulations and By-laws for the time being of the concerned local authority and of Government and other bodies. The Apartment purchaser shall also observance and performs all the stipulations and conditions lay down by the society/limited Company/A.O.P. regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this Agreement. If any Apartment owners or Apartment owner commits any default in payment of the monthly maintenance charges. The office bearers of the apartment of the society will be at liberty to stop the routine required facility i.e., Electricity, Water & Sewerage etc. against concern. Apartment owner, provided that the said decision of such penalty should be by way of majority of the office bearer of the society.

The Apartment purchaser has agreed to pay such provisional monthly contribution regularly on the 5th day of each and every month in advance and shall not without the same for any reason whatsoever. The Grantor at its discretion shall be entitled to collect in advance twelve months contribution from the Apartment purchaser prior to delivery of possession of the said Apartment. The Grantor is not liable any interest on such advance The Apartment purchaser herein has specifically agreed to pay his contribution for running and maintaining the lifts elevators / genet irrespective whether the Apartment purchaser uses these facilities or not and irrespective of the floor on which the Apartment is located and also irrespective of the use of the lifts /elevators by the Apartment purchaser. The Grantor shall not be responsible / liable to pay or share in the aforesaid expenses in respect of the unsold Apartments in the said building and other buildings in the layout.

If any apartment owner or Apartment owner commits & agrees that if any default in payment of the monthly building maintenance charges, the office bearers of the Association of apartments will be at liberty to stop the routine required facility i.e. Electricity, Water & Sewerage etc. against concern apartment/shop owner, provided that the said decision of such penalty should be by way of majority of the office bearers of the building or Association of Apartment.

12. Till conveyance of the building in which Apartment is situated is executed, the Apartment purchaser shall permit the grantors and their surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof.

13. Commencing a week after the promoter to the Apartment purchaser that the Apartment is ready for use and occupation the Apartment purchaser shall be liable to bear and pay the proportionate share i.e., in proportion to the floor area at the Apartment of outgoings in respect of

the concerned local authorities and/or Govt. water charges common lights, repairs, chowkidars etc. If appointed by society.

14. The Apartment purchaser hereby declares that it has gone through the bye-laws of the Association of Apartment Owners of **"Vrindavan Garden"** and hereby further declares that The Apartment Purchaser shall always abide by the rules and regulations of the **"Vrindavan Garden"** apartment owners Association and Bye-laws of the **"Vrindavan Garden Condominium"**.

15. The Party No. 2 Apartment Purchaser himself or in co-operation with any other owner, shall not change the name, Elevation and style of the building any time in future. That by this Deed the purchaser is not given any right, title or interest in the common facilities, open space, Parking space, Terrace etc., however the Purchaser will be entitled to use same as per the restrictions & regulation in above respects. The Grantor shall have right to make the changes in the drawing and effect the same on spot.

THE APARTMENT PURCHASER shall abstain from doing any act, deed or thing which would cause annoyance, inconvenience or obstruction to other apartment owners in the said columns , beams , walls, slabs, or RCC , pardis or other structural members in the said Apartment purchaser only shall be responsible and liable for the consequences thereof. In future if the Apartment purchaser desires to make changes in the internal walls & construction he/ she shall be allowed to make changes as per Sanction Plan only & Grantors written permission.

16. The Apartment purchaser, himself or in cooperation with any other Apartment purchaser shall not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration any part thereof , or in or to be building in which said Apartment is situated and not to make any alteration in the elevation and outside color schemes of the building and shall keep the portion , sewers, sludge lines, drains pipes and appearances there in good 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 damages or weakening to the columns , beams , walls, slabs, or RCC , pardis or other structural members in the said Apartment purchaser only shall be responsible and liable for the consequences thereof. In future if the Apartment purchaser desires to make changes in the internal walls & construction he/ she shall be allowed to make changes as per Sanction Plan only & Grantors written permission.

17. All expenses on account of stamp duties, Registration charges, in use of these presents and electrical water supply infrastructure, meter, new connection, mechanical charges shall be borne by the Apartment purchaser.

18. The Apartment purchaser here by agrees & declares that he will not to obstruct in future the development and construction work of the project at any time, for any reason and in any way.

19. If the Apartment purchaser shall desire to fit grills to the balconies and or windows then he/she shall do so from inside only at his /her own cost and only as per the designs and specifications & colour schemes approved by the Grantor. The Apartment purchaser shall not fit any grills, flower pots, etc. from outside the window /wall or carry out any changes in the external elevation of the said building.

20. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES here to that the terrace space in front of or adjacent to the Apartment in the said building, if any shall belong exclusively to respective purchaser of the terrace with Apartment and such terrace spaces are intended for the exclusive use of the respective terrace Apartment purchaser. The said Terrace shall not be enclosed by the Apartment purchaser till the permission in writing is obtained from the concerned local authority and the grantor or the society, or as the case may be the Limited Company and also Apartment purchaser shall not be change any exterior, elevation, changes at any cost.
21. The purchaser shall not dry or hang cloths outside the balconies.
22. Apartment purchaser will liable to pay all the taxes applicable to the apartment from the date of execution of these presents.
23. Nothing contained in this Deed, is intended to be nor shall be constructed as a Grantor or demise, or assignment in law, of the said Apartment, or of the said plot and buildings or any part thereof. The Apartment purchaser shall have not claim, share, and except in respect of the Apartment hereby conveyed to him and all open spaces, parking spaces, lobbies, stair cases, Terrace, recreation spaces, etc., will remain the property of the Grantor, until the said land and building is transferred to the Society/Limited Company.
24. If any tax, additional tax , duty charges, premium, ceases, surcharge, GST etc. by whatsoever name is levied or recovered by the Govt., Collector, Corporation and/or any other authority or authorities on the construction, sale of the Apartment, etc. and/or any of the incidents of this transaction including sales tax, tax on transfer of property in goods involved in works contracts, etc. then the Apartment Purchaser only shall be liable to pay the same to the Grantor as and when it is demanded by the Govt., Collector, Corporation etc. The Grantor shall not be liable to pay the same. The Apartment Purchaser has agreed to pay to the Grantor such amount as and when the same is demanded by the concerned authority. When such taxes become due and such payment shall be effected within seven days of demand and the purchaser shall exclusively be liable for any delay in payment thereof. The Apartment Purchaser shall keep the Grantor indemnified from all liabilities costs & consequences.
25. The Apartment purchaser is / are hereby prohibited from raising any objection in the matter of allotment or sale of or exclusive use of Apartment /parking garage, terrace, garden, space/areas, outhouse, marginal open spaces, space, for advertisement or any other space whether constructed or not and called under whatsoever name etc. by the Grantor on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality for the aforesaid purpose , the Apartment purchaser by executive this agreement/ deed has given his/ her/ their irrevocable consent.
26. After the possession of the Apartment / premises / building is handed over if any work thereafter is required to be carried out by the Government or Corporation or any statutory authority, the said shall be carried out by the Apartment Purchaser in cooperation with the

purchaser of the other Apartment in said building at their own cost and the Grantor shall not be in any manner be liable or responsible for the same.

27. The scooter/ cycle and car parks and also areas under stilts are not common areas and each car/scooter park will be allotted to specific Apartment purchaser by the Grantor as per his choice and discretion. If allowed by the Grantor, the apartment purchaser shall only park his / her vehicle in specific parking space allotted to him/her and shall not disturb the parking facilities allotted to the other purchaser or claim any right on the non allotted parking spaces. Shall be used for parking of light vehicles of the Apartment holder only and it shall not be enclosed in any manner. The Apartment purchaser hereby agrees not to use the said premises for any illegal activities and indemnifies the Grantor from any consequence of such illegal of the said premises.

28. AND WHEREAS The GRANTORS with the unequivocal consent of the APARTMENT PURCHASER hereby convey all rights, title and interest in the said Unit No..... on Floor in favor of the Apartment purchaser in order to avoid and remove any or all doubts or ambiguities as the GRANTORS have no right, title and/or interest whatsoever in or upon the said Deed subsequent to the date of this Deed of Sale of Apartment. The possession of the Unit No..... on Floor is given in possession of the purchaser after registered sale deed.

29. AND WHERE AS this Deed of sale of Apartment is valid subject to realization of all the payment cheques which are mentioned in this deed.

This deed shall always be subject to provisions of the Maharashtra Apartment ownership act (mah. Act .no xv of 1971) and the rules made there under. In witness where of the grantors and the Apartment purchaser to this deed have signed and delivered this deed of sale of Apartment.

SCHEDULE – I

(DESCRIPTION OF THE PROPERTY)

That the Grantor is the Developer and the following land situated at Akola tq. & dist. Akola, within the municipal limit of Akola in the area popularly known as Geeta Nagar, Akola purchased by Registered Deed, having Sr.No.3946, dated 14-11-2014 before Sub-registrar, Akola and bearing Layout plot no.2 F. Survey no.13 of which after passing order of N.A. use and converting it from residential purpose by lay outing the plots in Revenue Case No. NAP-34-Akoli-Bk/41/2013-14 of Village Akoli- Bk, decided on 03-01-2015, mouje Akoli, Tq. Dist, Akola out of the total area of 41677.56 Sq.ft. (3871.94 Sq.mtr). herein after mentioned as "Land" and where the grantors are the absolute owner of the said land which is as under:-

Measurement of Layout Plot No.2 : -

Total area of above mention plots – 41677.56Sq.ft. (3871.94 Sq.mtr). and bounded as under :-

Towards East : - Land of Survey No.16/1

Towards West : - Land of Survey No.13/1

Towards North: - Layout Road

Towards South: - Layout Road

SCHEDULE-II

(Description of Apartment with the nature extent, and common areas and facilities and Limited common Areas and facilities)

Unit No. on **Floor** having Carpet Area **Sq.Mtr.** and Super Built-up Area **Sq.Mtr.** considering area **Sq.Mtr.** of Undivided share of land and perusing% rights in the building.

Having boundaries:

Towards East : -

Towards West: -

Towards North: -

Towards South: -

COMMON AREAS AND FACILITIES: applicable as per Deed of Declaration.

In Witness Whereof both the parties have set their respective Hands and Seals at Akola, on this Date, Month and Year Mentioned hereinabove earlier.

Date:

WITNESSES:

1. _____

2. _____

SIGNATURES :

M/S. SHRI GOKUL DEVELOPERS, AKOLA
THROUGH POWER OF ATTORNEY HOLDER:

.....
**Partner & Power of Attorney Holder
(GRANTOR)**

.....
(PURCHASER)