

ZONE NO.4.221/75-C
SALE DEED OF RESIDENTIAL FLAT ALONGWITH
PROPORTIONATE UNDIVIDED SHARE OF LAND

Stamp Duty Rs. -----/-

Total Consideration Rs. -----/-

(Rs. -----)

THIS DEED OF SALE is executed at Akola on this ----- day of -----, 2020

BETWEEN

PARTY NO.1 Shri. Tansukh Himmatal Parekh and Others (POA dtd. 25/6/1997 Sr. no 2748/1997) aged above 76 yrs., occ. Business R/o Nanabhai plot, Akola Tq. Dist. Akola Pan No. AHTPP3015A Aadhar no. 472478006630 (hereinafter referred as the **Grantor/Party no.1/Vendor** or repugnant to the context deemed to mean and include the successors in interest of the sellers and assigns of the one part.)

Shri. Manoj Dilip Sakharkar (HUF) aged above 41 yrs., occ. Business R/o Ugwa, Tq. Dist. Akola Pan No. AAHHM6226J Aadhar no. 891605309153 (hereinafter referred as the **Developer and Builder/Party no.1** or repugnant to the context deemed to mean and include the successors in interest of the sellers and assigns of the one part.)

AND

PARTY NO. 2
(Flat purchaser)

Shri. -----
 Aged about ----- yrs, Occ. -----
 R/o. -----
 Akola Tq. Dist. Akola
 Pan no. -----
 Aadhar no.-----

(Hereinafter called as the buyer which expression shall unless excluded by or repugnant to context deemed to mean and include his heirs, executors, administrators, and permitted assigns of the other part.)

That the GRANTOR owns and possesses the following described plot the detailed description of the property is as under- Mouje Akola Tq. Dist Akola within the limits of Akola Municipal Corporation bearing Nazul sheet no. 75-C Nazul plot no. 11/1 plot area admeasuring 10500 Sq. fit i.e. 976.4 Sq.mtr. situated in the area popularly known as Divekar Square Jatharpeth Akola Tq. Dist. Akola within the limits of Akola Municipal Corporation. The Grantor has acquired plot described above by virtue of registered sale deed no. 1611/1990, 1612/1990, 1613/1990, 1614/1990, 1615/1990 on dtd. 12/6/1990 and registered sale deed no. 2410/1990, 2411/1990, 2412/1990, 2413/1990, 2414/1990 on dtd. 16/8/1990 admeasuring 10500 Sq. fit i.e. 976.4 Sq.mtr. duly registered before the sub registrar office Akola is executed by Pinjarkar and Others R/o Akola Tq. Dist. Akola.

That the Grantor have construct on the parcel of land described above a building known as "**VRUSHANK PARK**" according to the plan which was approved by the Akola Municipal Corporation Akola on dtd. 15/12/2014 in Municipal proceeding No.14/190/2013-14. And for construction grantor contract with **Shri. Manoj Dilip Sakharkar (HUF)** as a Builder and Developer and registrar Development agreement dtd. 31/12/2015 vide registrar document no. 3435/2015.

Whereas the Grantor have executed deed of declaration of apartment on dtd. 18/9/2019 under the provisions of Maharashtra Apartment Ownership Act. 1970 and it has been duly registered before the sub registrar Akola at sr. no. 3508/2019

THIS INDENTURE NOW WITNESSES AS UNDER :-

1) The Grantor had commenced the development and construction of the scheme of the apartment in the name and style "**VRUSHANK PARK**" which is consisting of 35 Flats, and 3 shops consisting 3 shops on ground floor + parking, consisting 7 flats on first floor , 7 flats on second floor, 7 flats on third floor, 7 flats on fourth floor and 7 flats on fifth floor all the flats which are capable of individual utilization by virtue of this exit scheme in the common area and facility and completed the construction of the scheme, as laid down the provisions of Maharashtra Apartment Ownership Act. 1970.

Whereas, the Party No.2 purchaser had approached Party No. 1 Grantor for Purchase of one flat in the said building. The party no.2/purchaser demanded from the party no.1 for inspection all the documents of title relating to the aforesaid property, all the maps, Rera registration, plans prepared by the Architect the Deed of Declaration U/s 2 of the Maharashtra Apartment Ownership Act. Etc. and after satisfying himself on perusal of the documents and information given by the Party No.1 the Party No. 2 ready to purchase a flat no. on-----**floor**, in the said scheme bearing flat no.----- admeasuring -----**sq.mtr** carpet area **i.e.** -----**Sq. ft.** for the valuable consideration of **Rs.**-----/- (**Rs.** ----- **lakh only**) together with proportionate undivided share of land i.e. -----**sq.mtr** and interest in the common areas and facilities as referred in detail in the Deed of Declaration.

Payment received in the following manners by case / cheque are as follows:-

S.No.	Amount	Ch./DD no.	Date	Bank
1.				
2.				

Total Rs. -----/- (**Rs.** ----- **lakh only**) That the party no.1/ Grantor has completed the construction of the Flat he has received the total consideration of **RS.** -----/- (**Rs.** ----- **lakh only**) And party no.1 hereby acknowledge the same in consideration of the same the Vendor Party No. 1 hereby convey all rights title and interest of said flat along with proportionate undivided share of land and also vacant possession of the said flat of Party No.2 The vendor Party No.1 hereby convenient with the purchaser that :

1. The party no.2 shall mutate in his name in the convening record for which the vendor party No.1 has no objection and vendor party No. 1 will provided all relevant document for that purpose.
2. This purchaser shall liable to pay all taxes like property tax, Ground tax, Water tax, Service tax, value added tax, GST as may be levied by the state and central government. Or any other authority after the possession and date of purchase of the said flat as an when such taxes become due and such payment shall be effected within 6 day of demand and purchaser exclusively liable for the payment there of.
3. The vendor party no. 1 hereby declare that he has not created any charge over the said property nor transferred the same to anybody in any manner and the said property is free from all encumbrances and if found the vendor party No.1 will pay the same.
4. The Party no.1 has delivered the possession of the flat to the party no. 2 and the party no.2 satisfied himself in respect of the quality of the construction correctness of the area of the said flat and amenities provided by party no. 1 of the flat and he has no grievance in respect of the construction correctness of the area of the said flat and amenities and he will not put any grievance in future.
5. Nothing contained presents shall be construed to confer upon the party no.2 any right, title or interest of any kind whatsoever into of over the said plot or building or any part thereon except the right given to him / her under this agreement.
6. The party no.2 shall be entitled for the right of his / her to claim access to this apartment through the common area provided in the building.
7. The party no. 2 along with other occupants of the building shall be entitled to enjoy the water supply electricity, common terrace & common parking arrangements that will be provided by the SELLER. However, no flat owner can drill individual bore well without permission of flat owners whereas can take individual water connection form Municipal Corporation. All common expenses for the purpose of operation and maintenance of the water supply scheme shall be shared by the party no.2 which shall be in proportion to the area of the Apartment to be sold.
8. The party no.2 shall have to obtain his own electrical consumer connection from the Electricity Board and payment of any deposit or installation charges shall be the responsibility of the party no.2 At the same time if occupants needs Builder to represent to apply for, then Purchaser will have to pay all installation charges to Builder.
9. Provided that the party no. 1 does not in any way affect or prejudice the right hereby granted in favor of the party no.2 in respect of the said residential Apartment purchased by the party no.2
10. The purchaser will not be entitled to demand or to claim any partition of his /his share in the said plot or the said building as allotted of his/her by the party

no.1 under the agreement his/her share shall always remain undivided and impartibly.

11. That the party no.1 shall have a right to raise storey's or put up additional structures as may be permitted by the Municipal Corporation and other competent authorities. Such additional structures and storey's will be the sole property of the party no.1 who will be entitled to dispose it of in any way they choose, and the party no.2 hereby consents to the same and shall not be entitled to raise any objection or set up any obstruction there to.

12. The terrace of the building including the parapet wall shall always be the property of the party no.1 and the agreement with the party no.2 and all other purchasers of the flat in the said building shall be subject to the aforesaid right of the party no.1 who shall be entitled to the said terrace including the parapet wall for any purpose including the display of advertisements and sign boards and the party no.2 shall not be entitled to raise any objection or to claim any charges, compensation or damages on the ground on inconvenience or any other ground whatsoever.

13. So for as the promises in the said flats are not separately assessed for municipal council taxes and water taxes, the party no.2 shall pay proportionate share of the water taxes and municipal & revenue taxes and other common like tube well and electric expenses, outgoings on the building on the basis of divided share or the area of the Apartment agreed to be acquired by the party no.2 and every unit holder shall deposit Rs. 50,000/- to society for common outgoing or as decided by the flat owners.

14. The party no.2 shall maintain at his own costs the flat agreed to be acquired by him in the same good condition, state and order in which it would be delivered to him and shall abide by all laws, by-laws and regulation of the Government, Akola Municipal Corporation or any other authorities and local bodies and shall attend, answer and be responsible for all acts and violations of any of the conditions or by laws and shall observe and perform all the terms and conditions in this agreement.

The apartment purchaser hereby declared that it has gone through the by laws of the Association of the apartment owners of **"VRUSHANK PARK"** and hereby further declared that the apartment purchaser shall always abide by the rules and regulations of the **"VRUSHANK PARK"** apartment owners association and by laws of the **"VRUSHANK PARK CONDOMINIUM"**

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

16. The Apartment purchase hereby agrees that he will not throw dirt, rubbish, rages, garbage or other refuge 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 which that apartment is situated.

17. 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.

18. The Apartment purchaser 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 Apartment purchaser herein has specifically agreed to pay his contribution for running and maintaining the lifts elevators/genset/batteries 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 Apartment in the said building.

If any apartment owner or Apartment owner commits any default in payment of the monthly maintenance charges, the office bearers of the Association of apartments will be at liberty to stop the routine required facility against concern apartment owner, provided that the said decision of such penalty should be by way or majority of the office bearers of the building or Association of Apartment.

19. 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.

20. 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.

21. 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 wall & construction he/she shall be allowed to make changes as per Sanction plan only and Grantors written permission.

22. 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.

23. 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 grantors 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.

24. The purchaser shall not dry or hand cloths in the outer side of the balconies.

25. The measurement of the family unit/ flat is sale in carpet area means all internal area of room including balcony, passage, washroom, bathroom, and any other projection etc. excluding wall thickness, saleable, built up area include all the outside walls half of the partition wall and proportionate share of staircase lift area duct water tank, parking etc. This saleable built up area is calculated as mention in the deed of declaration of this building.

26. The party no.2 shall not use premises of permit the same to use for any purpose, which may or is likely to cause nuisance or annoyance to the occupants of other premises of the building or to the owner or the occupants of the neighboring properties or any illegal and immoral purposes.

27. The party no.2 shall not do or permit to be done any act, or thing which may be rendered void or voidable, any insurance of any premises in any part of the said building or cause any increased premium to be payable in respect thereof.

28. The Stamp duty as well as registration fees of the present deed of the flat / apartment shall be borne by the party no. 2

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 OF THE PLOT

At Mouje Akola Tq. Dist. Akola within the limits of Akola Municipal Corporation bearing Nazul sheet no. 75-C Nazul plot no. 11/1 Plot area admeasuring 10500 Sq. ft i.e. 976.4 Sq.mtr. the area popularly known as Divekar Chouk Jatharpeth Akola Tq. Dist. Akola the said plot is bounded to the –

East	-	Service Line
West	-	Main road
North	-	Plot Shri. Raut
South	-	House of Shri. Naik

SCHEDULE OF THE FLAT

All that RCC superstructure comprising of flat no. on floor of **"VRUSHANK PARK"** consisting one drawing room, **Two bed room**, kitchen, and other area i.e.. W.C., bath, passage measuring total **carpet area of flat** **sq. mtr. i.e.** **Sq. ft.** Along with proportionate undivided share of land **Sq.mtr.** Boundaries of the flat is as under :-

Towards East	-
Towards West	-
Towards North	-
Towards South	-

IN WITNESS WHEREOF, this deed of sale of Flat is executed by and between the parties at Akola on this day of 2020 in presence of undersigned witnesses.

WITNESSES:

1).....

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Parekh family through POA holder

Shri. Tansukh Himmatlal Parekh

Grantor/Party no.1

2).....

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Shri. Manoj Dilip Sakharkar (HUF)

Developer and Builder/Party no.1

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Flat purchaser/Party no.2