SALE DEED

(Mauje Badnera Valuation Column No. 17.439 rate per sq. meter Rs.20,500/-)

(Stamp duty paid Rs.1,44,000/-)

Valuation as per ready reckoner Rs.11,80,000/-(Rupees Eleven Lacs Eighty Thousand only)

Total Sale Consideration valued at Rs. 27,00,000/-Rupees Twenty Seven Lacs Only)

Agreement for Sale Valued at Rs. 64,000/-(Rupees Sixty Four Thousand Only)

(Deed of Declaration Reg. on dt. 21.11.2017 at Sr. No. 4910 with Sub-Registrar Office, Amravati City-2)

****

This DEED OF SALE OF APARTMENT is made and executed at Amravati on this 30th Day of June, 2017 between :-

BETWEEN

1. **Mr. Nilkanth Bapurao Katre,** (PAN – ACDPK4281G), aged about 63 years, occupation – Retired.,
2. **Mrs. Mira Nilkanth Katre,** (PAN – AGAPK5862G), aged about 55 years, occupation- Housewife,
3. **Mr. Harshal Nilkanth Katre,** (PAN – ANFPK9996B), aged about 35 years, occupation- Business
4. **Mohnish Nilkanth Katre** (PAN – APHPK1596G), aged about 32 years, occupation- Business,

   All R/o. Katre Farm House, Juni Basti, Badnera, Dist Amravati-444607,

   Nos. 1 to 4 through their general power of attorney holders vide General Power of Attorney registered on dated 30.08.2016 regd. at Sr. No.2586 at the office of Sub-Registrar Amravati City-2 -

Raj Associates (PAN-) through is partners,

1. **Nazar Ali Akbar Ali Bhopalwala,** aged about 45 years, Occupation – Business, PAN- AGUPB1795K
2. **Mufaddal Mulla Juzer Kurlawala,** aged about 35 years, Occupation– Business, PAN – AYWPK4192K, Both R/o Office, Raj Associates , Shop No 1, Carddock Road Opposite TB Hospital Maskasath Itwari Nagpur, 440002. At Present office address at Katre Farm House, Juni Basti, Badnera, Dist Amravati, 444607,

   hereinafter collectively referred to as the **"VENDOR'S"** (which expression shall unless repugnant to the context, shall always mean

and include his legal heirs, successors and assigns) being the Party of the **FIRST PART**.

AND

_____, Age:- __ years,
Occupation: _____, R/o. _____
Pan No. _____
hereinafter referred to as the **"PURCHASER"** (which expression shall unless repugnant to the context, shall always mean and include his legal heirs, successors and assigns) being the Party of the **SECOND PART**.

WHEREAS by an Agreement dated 30.08.2016 regd. at Sr. No.2587 at the office of Sub-Registrar Amravati City-2 executed between 1. Mr. Nilkanth Bapurao Katre 2. Mrs. Mira Nilkanth Katre 3. Mr. Harshal Nilkanth Katre and 4. Mohnish Nilkanth Katre (hereinafter referred to as "the Original Owner") of the One Part and M/s Raj Builders through its partners Nazar Ali S/o. Akbar Ali Bhopalwala, and Muffaddal S/o. Sk Juzer Kurlawala, the Developer of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of Mouje Badnera, Pragane Badnera, Tq. & Dist. Amravati field survey no. 159/1,159/2,160,162 & 164/2 out of which 1H 94R l and which is sanctioned and converted to non agricultural layout for residential and commercial purpose by the order of Assistant Director of Town Planning, Amravati Municipal Corporation, Amravati by order No. 18/2016 dated 06.09.2016, or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land and') and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement.

WHEREAS by a General Power of Attorney dated 30.08.2016 regd. at Sr. No.2586 at the office of Sub-Registrar Amravati City-2 executed between 1. Mr. Nilkanth Bapurao Katre 2. Mrs. Mira Nilkanth Katre 3. Mr. Harshal Nilkanth Katre and 4. Mohnish Nilkanth Katre (hereinafter referred to as "the Original Owner") of the One Part in favour of the Promoter of the Other Part and Mr. Nilkanth Bapurao Katre (hereinafter referred to as "the General Power of Attorney"), the Original Owner granted to the Promoter and Mr. Nilkanth Bapurao Katre development rights to the piece or parcel of Mouje Badnera, Pragane Badnera, Tq. & Dist. Amravati

field survey no. 159/1,159/2,160,162 & 164/2 out of which 1H 94R l and which is sanctioned and converted to non agricultural layout for residential and commercial purpose or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land') and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement and also and thereby authorized the party of second part to sell the flats and shops out of the commercial cum residential buildings to be built over the said land and to execute agreement of sale, sale deeds, M.O.U., and other relevant documents required to be effect the sale of such property.

WHEREAS originally land admeasuring 0H 51R, from out of field survey no. 159/1 of Mauje Badnera, was owned by Shantabai Sadashivrao Mahisalkar who sold out the said land to Meera Nilkanthrao Katre vide sale deed registered at Sr. No. 1837 dated 30.03.1991, and

WHEREAS land admeasuring 0H 11R, from out of field survey no. 159/2 of Mauje Badnera, was owned by Shri Mahadev Sansthan Badnera through its cultivator (vahidaar) Shri Laxman Dattatraya Godbole who sold out the said land to Meera Nilkanthrao Katre vide sale deed registered at Sr. No. 237 dated. 21.01.1992, and

WHEREAS land admeasuring 0H 16R, from out of field survey no. 160 of Mauje Badnera, was owned by Shantabai Sadashivrao Mahisalkar who sold out the said land to Meera Nilkanthrao Katre vide sale deed registered at Sr. No. 1839 dated. 30.03.1991, and

WHEREAS land admeasuring 0H 84R, from out of field survey no. 162 of Mauje Badnera, was owned by Shantabai Sadashivrao Mahisalkar who sold out the said land to Meera Nilkanthrao Katre vide sale deed registered at Sr. No. 217 dated. 25.10.1991, and

WHEREAS land admeasuring 0H 32R, from out of field survey no. 164/2 of Mauje Badnera, was originally owned by Shri Datt Sansthan Badnera through its cultivator (vahidaar) Shri Motiram Shivramji Nimkar from whom the said land was transferred and mutated in the name name of Meera Nilkanthrao Katre in pursuance of order dt. 30.04.2002 in revenue case no. RTS-64/2001-2002 passed by A. A. Kewale, Naib Tehsildar, Badnera Circle, Amravati. It seems from the said order of Naib Tehsildar

that Shri Datt Sansthan Badnera was not in existence on the date of the said order. However to confirm the existence of the said Shri Datt Sansthan, Badnera the order of Charity Commissioner may be obtained, and

WHEREAS Meera Nilkanth Katre, executed the partition deed dt. 20.07.2016 and thereby transferred the land admeasuring 0H 51R, from out of field survey no. 159/1 of Mauje Badnera in favour of Nilkanth Bapurao Katre and the land admeasuring 0H 84R, from out of field survey no. 162 of Mauje Badnera in favour of Harshal Nilkanth Katre and Mohnish Nilkanth Katre and the said partition was confirmed by the order dated 20.08.2016 passed by Shri D. B. Manjare, Naib Tehsildar (Badnera Circle), Amravati, and

WHEREAS the vendor has already completed the construction of the building known as “G- Wing of Diamond Building” in the project popularly known as “RAJ TOWNSHIP” on the said plot more particularly described in Schedule “A” in pursuance of the map sanctioned by the Municipal Corporation of the City of Amravati vide builidng permit No. 2015 dated 16.02.2017 consisting of several residential apartments, and

WHEREAS the postal address of the said “G- Wing of Diamond Building” in the project popularly known as “RAJ TOWNSHIP”, is at Katre Farm House, Juni Basti, Badnera, Dist. Amravati and the vendors have submitted the said plot and building constructed thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970 under Section 2 of the said act by duly executing and registering the declaration as provided by Section 11 of the said Act, registered on dated 21.11.2017 registered at serial no. 4910 with the Sub-Registrar City-2 and copy thereof is also sent to the competent authority, and,

WHEREAS the purchaser above named is intending to acquire and purchase an apartment described in Schedule -B hereto, out of “G- Wing of Diamond Building” in the project popularly known as “RAJ TOWNSHIP” constructed on the land described in Schedule - A together with proportionate joint share in the said land, and,

WHEREAS the construction has been and is being made and common amenities and facilities have been and are being provided for as per the desire and as per the

instructions of the purchaser who is fully satisfied in all respects with regard to the quality of the said under construction building and the common facilities and amenities, and,

WHEREAS the vendor above named have given inspection to the purchaser of the original documents of title deeds, deed of declaration and the plans etc. and upon verification of the same, the purchaser is fully satisfied about the title of the vendor over the said land and rights to construct the said building including the apartment, and,

WHEREAS upon such satisfaction the purchaser has agreed to purchase the said apartment described in Schedule 'B' situated at "G- Wing of Diamond Building" in the project popularly known as "RAJ TOWNSHIP" constructed on the land described in the Schedule 'A' for a total consideration of **Rs. _____/- (Rupees _____)**

WHEREAS the purchaser has personally inspected the entire building including said apartment, more particularly described in Schedule B, duly purchased by them and upon such personal inspection and verification the purchaser is absolutely satisfied with the quality of construction, workmanship area size height and also of the fact that there is no leakage or breakage or seepage of any kind whatsoever in said apartment or the building and upon such satisfaction, the purchaser has requested the vendor to execute the conveyance deed in his favour in respect of the said apartment together with proportionate joint share in the common areas and facilities and in view of such satisfaction by the purchaser about the quality of construction, the workmanship, the area etc. and upon request of the purchaser, the vendor have execute this Deed of Apartment in favour of the purchaser.

NOW THEREFORE THIS DEED OF SALE OF APARTMENT IS WITNESSETH AS UNDER :-

1. In consideration of the total amount of **Rs. _____/- (Rupees _____)** is paid by the purchaser to the vendor in the following manner :-

Amount	**Particulars**
Rs. _____/-	Paid by cheque No._____dated _____, drawn on

	_____Bank, Amravati.
Rs. _____/-	**Total Rupees**

The Vendor hereby acknowledges the receipt of the abovesaid amount. The purchaser indemnifies vendor that if cheque is dishonored for whatsoever reason then this sale deed shall stand as cancelled and purchaser shall handover the peaceful possession of the said apartment to the vendor and shall not claim any damages from the vendor. Furthermore he shall not claim any right title, charge or interest on the apartment sold hereby. The Vendor as an owner here transfer, conveys, sell, grant and assigns unto the purchaser by way of sell the said apartment, described in Schedule "B" from out of the said "G- Wing of Diamond Building" in the project popularly known as "RAJ TOWNSHIP" together with all common areas and facilities as described and listed in the said deed of declaration, to HOLD the same as the owner thereof which is hereinafter referred to as "said property".

2. The purchaser has become the owner of the said property and shall have the joint ownership over all the common rights, common areas and facilities, with further right to transfer the same along with said apartment to any person subject to the terms, conditions, rights and liabilities mentioned in Deed of Declaration and Byelaws.

3. The Vendor has delivered vacant possession of the said property to the purchaser and the purchaser has taken the possession thereof on the date of execution of this Deed of Sale of Apartment. The said flat is ready for possession since long.

4. The Vendor has conveyed, sold and transferred to the purchaser, the said property including all the common rights and facilities throughout the said building to HOLD the same forever as the sole and absolute owner thereof. However the right, title and interest of the purchaser in the general common areas and facilities will be in proportion of her share in the property and further more the undivided interest in the general areas and facilities shall not be separated from the family unit to which it appurtenant and have been conveyed unencumbered and undivided. That all the rights mentioned in the declaration deed are hereby conveyed to the purchaser, similarly all responsibility and liabilities mentioned therein, are also binding on the purchaser which shall be treated as part and parcel of this Apartment Deed.

5. That the purchaser hereby covenants with the vendor as follows:

i) That the purchaser before taking the conveyance deed has thoroughly inspected the apartment hereby sold to her as well as the building wherein the apartment is situated. The purchaser do hereby declare the apartment as well as the building has been constructed by the vendor as agreed between the vendor and the purchaser, and the purchaser is fully satisfied about the quality of construction and workmanship, area etc. and the purchaser further declare that there is no leakage, seepage or breakage or anything apartment.

ii) That the purchaser shall maintain the apartment in tenantable condition and shall not do or suffer to be done anything in or to the building in which the apartment is situated or the staircase or the passages which may be against rules and regulations and the byelaws concerned local authorities. Similarly the purchaser shall not be entitled to carry any construction, furniture, repairs or cover any balcony including the work which changes the elevation of the building.

iii) That the purchaser shall not store in the apartment any goods which are hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the apartment is situated and in any case any damage is caused to the building or any part thereof due to negligence of the default of the purchaser in this behalf, the purchaser shall be liable for the consequences of the breach including any damage to the building.

iv) That the Purchaser shall not demolish or cause to be demolished the apartment or any part thereof and shall not in any manner caused damage to the columns, beams, walls, slabs or RCC pardis, plaster or any other structural changes in the apartment.

v) That the purchaser shall keep the portion sewerage drains, pipes in the apartments and appurtenant thereto in good and tenantable and repaired condition.

vi) That the purchaser shall not throw any dirt, rubbish, rags, garbage or any other waste or permit the same to be thrown from the said apartment in the compound or any portion of the building or common areas.

vii) That the purchaser shall not do or permit to be done any act or things which

may render void or voidable the insurance of the said building, if any.

viii) That the purchaser shall regularly contribute her share of common expenses required for due maintenance of the common areas and facilities of the building in accordance with his share in common areas, which is condition precedent for using of common areas and facilities.

6. That the apartment hereby sold is newly constructed structure and not assessed to municipal taxes. On the basis of the Deed of Apartment, the Purchaser shall get the said apartment mutated in his name in the record of Municipal Corporation and shall get the same assessed to Municipal taxes. The Municipal Taxes in relation to the said apartment shall therefore be payable by the purchaser since beginning.

7. That the purchaser shall have no right into or upon any balance or increase in the F.S.I., in relation to the land described in Schedule-A & B hereto. In the event of any additional F.S.I. is made available in relation to the said land then the vendor shall be entitled to make such additional construction so as to consume such additional F.S.I. and the purchaser or the person claiming through him, shall not obstruct for such construction.

8. That the property hereby sold is believed and shall be taken to be correctly described in the Schedule hereto and if any mis-statement, error or omission in the description of the property shall be discovered the same shall not affect the validity of this Deed of Apartment nor shall any compensation be allowed in respect thereof but all the same, such mis-statement, error or omission will always be subject to correction by the parties hereto.

9. That the Deed of Apartment shall always be read along with the Deed of Declaration dated 21.11.2017 referred to above as well as the provisions of Maharashtra Apartment Ownership Act, 1970.

10. That the Purchaser shall be entitled to get his name mutated in the record of right and in the record of Municipal Corporation of City of Amravati and in all other government records as owner of the said property for which the vendor shall have no objection whatsoever.

11. The said property hereby conveyed is free from all the encumbrances, lien, charges, mortgage and no other person except the vendor have any right, title or interest in the said property and the interest hereby transferred subsists and the vendor have every power to sell the same.

12. That the electric connection meter may be taken by the Purchaser at her own cost and all the charges required for installation of electric line and expenses shall be borne by purchaser. Similarly the purchaser shall also separately pay his share of the service line connection charges and D.P. charges to the vendor.

13. That all the expenses on account of stamp duty, registration fees, service tax, VAT, GST and other charges or taxes etc. levied by the Government, for time being in force in respect of the said property and this deed have been agreed to be borne and paid exclusively by the purchaser.

14. That the sale deed has been executed by the vendor and purchaser out of their free will and voluntarily after understanding true import and implication and condition thereof.

15. That the terrace over the said building shall always be owned by the Vendor who shall always remain the sole and absolute owner thereof with the right to make further construction thereon and the Vendor and any person claiming through him, who may occupy the apartment of which may constructed on the terrace over the “G-Wing of Diamond Building” in the project popularly known as “RAJ TOWNSHIP” shall always have right to use all the common areas and facilities along with the other apartment owners. That the vendor shall be entitled to make any further construction on the terrace above the top floor after due permission from the Municipal Corporation and the terrace over the top floor shall be exclusively owned by the Vendor.

16. That in case the building or the said apartment collapses by any act of God or any reason whatsoever, then the Vendor shall have the right to reconstruct the said apartment at the cost of the Purchaser subject to all local laws for the time being in force and the vendor shall have the right to make other construction upto sky.

17. By this deed the vendor has sold and the purchaser has purchased is only the said flat/apartment, mentioned in Schedule B hereto and nothing beyond it. Similarly, all the terms, conditions and liabilities mentioned in this deed shall apply and binding on subsequent purchaser.

18. PROVIDED ALWAYS and it is hereby agreed that wherever such an interpretation would be requisite to give fullest possible scope and effect to any contract or covenants herein contained, the expression "the Vendor" and "the Purchaser" hereinbefore used shall include their respective heirs, legal representatives, successors and assigns and it shall bind them.

SCHEDULE 'A'

(Description of the said plot)

"Situated at Mauje Badnera, Pragane – Badnera, Tq. and Dist. Amravati bearing field survey No. 159/1, 159/2, 160, 162 & 164/2 out of which 1H 94R land i.e. admeasuring 16675.17 sq.mtrs. which is sanctioned and converted to Non Agricultural layout for Residential and commercial purpose by the order of Asst. Director of Town Planning, Amravati Muncipal Corporation, Amravati by order No. 18/2016 dated 06.09.2016 which is commonly bounded as under :-

Towards East	:	Badnera to Amravati Road,
Towards West	:	Farm house of Shri Wake and other Sanctioned Layout
Towards North	:	Layout of Shri Mavade Open Space
Towards South	:	18 mtr wide D. P. Road"

SCHEDULE – B

(Description of the said Flat/Apartment)

The residential apartment bearing **Apartment No. ___** situated on the **_____Floor** having **carpet area admeasuring _____sq.mtrs and total built-up area admeasuring _____sq. meters** in the building known as "G- Wing of Diamond Building" in the project popularly known as "RAJ TOWNSHIP" constructed on the said land described in the Schedule-A described above and together with **_____%** undivided share in the said land and also together with the respective share assigned to the said apartment in the other common areas and facilities of the building.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS ON THE DATE AND YEAR WRITTEN HEREINABOVE AT AMRAVATI.

Drafted by :- Adv. Swapnil S. Jaju

PURCHASER :-

Signature	**Thumb Impression**	**Photograph**

Vendor/Developer : Raj Builders through its partners -

1) Nazar Ali S/o. Akbar Ali Bhopalwala (for himself and as a general power of attorney holder for Mira Nilkanth Katre, Harshal Nilkanth Katre, Mohnish Nilkanth Katre)

Signature	**Thumb Impression**	**Photograph**

2) Nazar Ali S/o. Akbar Ali Bhopalwala (for himself and as a general power of attorney holder for Mira Nilkanth Katre, Harshal Nilkanth Katre, Mohnish Nilkanth Katre)

Signature	**Thumb Impression**	**Photograph**

Witnesses :-

1._____ 2._____