

SALE DEED OF
READY POSSESSION APARTMENT

Situated at

"Maharshi Apartment"

Mouje - Badnera, Table No. 17.536, Pg. 116,

Resi Bld. @ Rs. 20,900/- per sq. mtr.

{D.O.D. regd. on 24.06.2019 at Sr. No. 2269 with S.R.O. Amt. City-3, amended
D.O.D. regd. on 29.07.2021 at Sr. No. 4325 with S.R.O. Amt. City-3}

Stamp duty paid Rs. /-

Sale Deed valued at Rs. _____._____-/-

(Rs. _____ - _____ only)

THIS DEED OF SALE OF APARTMENT is made and executed on the th Day of August, 2021, between :-

Shri Dhanraj Harichand Khandelwal (PAN - ABDPK0881B), aged 67 years, occupation - business, resident of C/o. Khandelwal Jewellers, Laxmi Bhawan Chowk, Dharampeth, Nagpur - 440010, through Power of attorney holder {only to admit document}, vide power of attorney dated 10.08.2021, regd. at Sr. No. 4494, with S.R.O. Amravati City-3}

Mr. Nikhil Rajendrakumar Khandelwal, aged about 37 years, occupation - business, R/o. Gandhi Nagar, Amravati - 444606, hereinafter referred to as the "VENDOR" or "PROMOTER" (which expression unless repugnant to the context, shall always mean and include his legal heirs, successors and assigns) being the party of *FIRST PART*;

AND

Shri _____ (PAN : _____), aged about ____ years, occupation - _____, resident of _____ - 44____, hereinafter referred to as the "PURCHASER" or "ALLOTTEE" (which expression unless repugnant to the context, shall always mean and include his legal heirs, successors and assigns) being the party of *SECOND PART*;

WHEREAS the Vendor / Promoter Shri Dhanraj Harichand Khandelwal, owns Layout Plot No. 11 & 12, total admeasuring 6456 sq. ft. (600 sq.mtrs.), out of Field Survey No. 310/2, 310/3, of Mouje - Badnera, Pragane - Badnera, Tq. & Dist. Amravati, more particularly described at

Sr. No. (i) in Schedule "A" hereto, having acquired the same vide Gift Deed dated 31.12.2014, registered on 31.01.2015, at Sr. No. 313, with S.R.O. Amravati City-3, executed by Smt. Shantabai Harichandra Khandelwal, r/o. Amravati, and,

WHEREAS as per the previous rules / notification, the Transferable Development Rights (T. D. R.) equivalent to 540 sq.mtr. was required for sanctioning the building map, however due to amendment by the Government in Urban Development Department, vide Notification bearing No. TPS-1813/3067/CR-122/MCORP/12/UD-13, dated 28.01.2016, the T.D.R. is applicable as per the equivalent quantum, as such by applying the said method, admeasuring 1610.50 sq. mtrs. (17335.42 sq. ft.) is purchased, out of which 931.42 sq. mtrs. is used & applied, and

WHEREAS the Vendor / Promoter Shri Dhanraj Harichand Khandelwal, owns T. D. R. (rights) equivalent to 1610.50 sq.mtr., from out of total transferable rights admeasuring 2376 sq.mtr. (Zone-N.A.) of TDR certificate bearing No. 72, issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/72/2015, dated 22.08.2016, more particularly described at Sr. No. (ii) in Schedule "A" hereto, which is hereinafter referred to as the "T.D.R. [Rights]", having purchased the same vide Sale Deed dated 09.06.2017, regd. at sr. no. 1084, with the office of Sub Registrar, Amravati City-3, from (a) Shri Ashish Jaikishorji Karwa, (b) Sau. Jyoti Ashish Karwa, (c) Shri Pankaj Bansilalji Gandhi, (d) Shri Ajay Ghanshyamdasji Rathi, all r/o. Amravati, as such the vendor became the sole and absolute owner of the above said plot and T.D.R. (Rights), and,

WHEREAS after purchasing the said land described at Serial No. (i) and applying T.D.R. described at Serial No. (ii) of Schedule - A hereto, the vendor / Promoter has constructed the building on the said plot - known as **"Maharshi Apartment"** in pursuance of the map sanctioned by the Municipal Corporation of City of Amravati vide building permit No. 0014, dated 11.04.2018 & revised building permit No. 0100, dated 17.06.2021, and accordingly obtained Occupancy Certificate from Amravati Municipal Corporation, vide Order No. -----, dated ---.---.2021, consisting of a Hall & several residential Apartments on different floors; and,

WHEREAS the postal Address of the said Building is **"Maharshi Apartment"** Khandelwal Nagar, Near Forest Colony, Sai Nagar-Akoli Road, Amravati - 444607 (Maharashtra) and the Vendor / Promoter has submitted the said plot/land and proposed project / 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 sec. 11 of the said Act, registered on 24.06.2019, regd. at Serial No. 2269, with the office of Sub Registrar, Amravati City - 3, which is amended vide Deed of Amendment to Deed of Declaration, regd. on 29.07.2021 at Sr. No. 4325 with S.R.O. Amt. City-3, and

WHEREAS, the Vendor / Promoter have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepted the professional supervision of the Architect and the structural Engineer has declared that the said building is completed and is ready to occupy; and

WHEREAS, the Vendor / Promoter has registered the said project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority on 23.05.2019, bearing registration no. P50300020934; and,

WHEREAS the Vendor / Promoter abovenamed have given inspection to the purchaser / allottee of the original documents of title deeds, deed of declaration, plans etc. and upon verification of the same, the purchaser / allottee is fully satisfied about the title of the Vendor / Promoter over the said land & rights to construct the said building including the apartment No. _____, and,

WHEREAS upon such satisfaction, the purchaser / allottee have initially agreed to purchase the said apartment No. _____ described in Schedule B, situated in the building "MAHARSHI APARTMENT" constructed on the land described in Schedule A, for a total consideration of Rs. _____/- (Rs. _____-_____ only), and,

WHEREAS the Vendor/promoter has already completed the construction of the said apartment hereby purchased by the purchaser and the purchaser has personally inspected the said apartment (more particularly described in Schedule B), agreed to be purchased by him and upon such personal inspection and verification the purchaser is absolutely satisfied with the quality of construction, workmanship, area, measurement and also of the fact that there is no leakage or breakage or seepage of any kind whatsoever in said apartment and upon such satisfaction and considering the fact that the completion and occupancy certificate yet to be receive

from the competent authority, the purchaser/allottee has requested the vendor/promoter to execute the conveyance deed in his favour in respect of the said apartment, 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/promoter have executed this Conveyance/Sale Deed in favour of the purchaser/allottee.

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

1. In consideration of total amount of Rs. _____._____-/- (Rs. _____ - _____ only) which is fixed according to fair market price and calculated as per the carpet area of said flat No. _____, and same is paid by the purchaser / allottee to the vendor / promoter, in the following manner-

Amount (Rs.)	Particulars
Rs. _____/-	Paid by Cheque No. _____, dated _____._____.2021, drawn on _____ Bank, Branch Amravati.
Rs. _____/-	Paid by Cheque No. _____, dated _____._____.2021, drawn on _____ Bank, Branch Amravati, by raising Housing Loan from _____
Rs. _____._____-/-	(Rs. _____-_____ only)

The Vendor / Promoter hereby acknowledge the receipt of the said amount. The Vendor / Promoter as an owner hereby transfer, conveys, sell, grant and assigns unto the purchaser / allottee by way of sell the said Apartment, described in Schedule "B" from out of the said building known as "MAHARSHI APARTMENT" 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 / allottee 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 / Promoter have delivered vacant possession of the said property to the purchaser / allottee and the purchaser / allottee has taken the possession thereof on the date of execution of this Deed of Sale of Apartment.

4. The Vendor / Promoter has conveyed, sold and transferred to the purchaser / allottee, 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 / allottee in the general common areas and facilities will be in proportion of his share in the property and the purchaser / allottee shall be under obligation to pay the regular expenses to be incurred for maintenance of the said common areas and facilities as per the decision of the Association of the Owner of the Apartment in the said building 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 / allottee, similarly all responsibility and liabilities are also binding on the purchaser / allottee, which shall be treated as part and parcel of this Apartment Deed.

5. That the purchaser / allottee hereby covenants with the Vendor / Promoter as follows :

- i) That the purchaser / allottee, before taking the conveyance deed have thoroughly inspected the apartment hereby sold to him as well as the building wherein the apartment is situated. The purchaser / allottee do hereby declare the apartment as well as the building has been constructed by the Vendor / Promoter as agreed between the Vendor / Promoter and the purchaser / allottee, and the purchaser / allottee is fully satisfied about the quality of construction, workmanship, area etc. and the purchaser / allottee further declare that there is no leakage, seepage or breakage or anything affixed in the apartment.
- ii) That the purchaser / allottee shall maintain the apartment in tenantable condition and shall not do or suffered 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 bye-laws of concerned local authorities. Similarly the purchaser / allottee 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 / allottee shall not store in the apartment any goods which are hazardous, combustible or dangerous

(6)

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 or the default of the purchaser / allottee in this behalf, the purchaser / allottee shall be liable for consequences of the breach including any damage to the building.

- iv) That the purchaser / allottee shall not demolish or caused to be demolished the apartment or any part thereof and shall not in any manner caused damage to the columns, beams, walls, slabs, or R.C.C. paradi, plaster or any other structural changes in the apartment.
- v) That the purchaser / allottee shall keep the portion sewerage drains, pipes in the apartments and appurtenant thereto in good and tenantable and repaired condition.
- vi) That the purchaser / allottee 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 / allottee shall not do or permit to be done any act or things which may render void or voidable the insurance of said building, if any.
- viii) That the purchaser / allottee shall regularly contribute his share of common expenses required for due maintenance of the common areas and facilities of the building in accordance with his share in the common areas, which is condition precedent for using of the common area and facilities.

6. That the apartment hereby sold is a newly constructed structure and not assessed to municipal taxes. On the basis of the Deed of Apartment, the Purchaser / allottee 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 / allottee since beginning.

7. That the purchaser / allottee 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 and B hereto. In the event any additional F.S.I. is made available in relation to the said land then the Vendor / Promoter shall be entitled to make such additional construction so as to consume such

additional F.S.I. and the purchaser / allottee or the person claiming through him shall not obstruct or object 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 effect 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 alongwith the Deed of Declaration dated 24.06.2019 & amended D.O.D. regd. on 29.07.2021 referred above as well as the provisions of Maharashtra Apartments Ownership Act, 1970.

10. That the purchaser / allottee 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 the owner of the said property for which the Vendor / Promoter shall have no objection whatsoever.

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

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

13. That all the expenses on account of stamp duty, registration fees, 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 exclusively by the Purchaser / allottee.

14. That the terrace over the said apartment shall always be owned by the Vendor / Promoter who shall always remain the sole and absolute owner thereof with the right to make further constructions thereon and the Vendor / Promoter and any person claiming through them, who may

occupy the apartment, may be constructed on the terrace over the "MAHARSHI APARTMENT" shall have right to use all the common areas and facilities along with the other apartment owners. That the Vendor / Promoter 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 / Promoter.

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

16. By this deed, the Vendor / Promoter has sold and the purchaser / allottee have 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 be binding on subsequent purchaser / allottee.

17. It is specifically made understood to the Allottee/s, that although the said flat / apartment is completed in all respect and is in ready to occupy condition, however the occupancy certificate of the same is yet not issued by the concern competent authority, due to which the Allottee/s may not get the facilities of local authority till obtaining of occupancy certificate. Despite of this, the allottee by accepting all these things, requested the promoter to execute this conveyance deed, upon which this deed is being executed by the promoter in favour of the allottee.

18. That the sale deed has been executed by the Vendor / Promoter and purchaser / allottee out of their free-will and voluntarily after understanding true import, implication and condition thereof.

19. 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 / Promoter*" and "*the Purchaser / allottee*" hereinbefore used, shall include their respective heirs, legal representatives, successors and assigns and it shall bind them.

SCHEDULE "A"
Description of Said Plot & TDR [Rights]

(i) "All the piece and parcel of land situated at **Mouje - Badnera**, Pragane - Badnera, Tq. & Dist. Amravati, within the limits of Municipal Corporation of city of Amravati and within the Jurisdiction of Sub-Registrar, Amravati, bearing **Field Survey No. 310/2, 310/3**, admeasuring 4 H. 02 R of land, which is converted into layout as per order passed by Hon'ble Collector, Amravati in Rev Case No. N.A.P. 34/Badnera-161/2001-02, dated 11.11.2002, out of this

(a) **Layout Plot No. 11**, admeasuring 3228 sq. ft. (300 sq. mtrs.)

(b) **Layout Plot No. 12**, admeasuring 3228 sq. ft. (300 sq. mtrs.)

Both the plots adjoining to each other, and amalgamated vide order passed by Hon'ble Collector, Amravati in Rev Case No. N.A.P. 34/Badnera -108/2016-17, dated 27.03.2017, thus total admeasuring **6456 sq. ft.**

(600 sq.mtrs.) of land, which is commonly bounded as under :-

Towards East : Layout Plot No. 60-A, 60-B & 61-A,

Towards West : Akoli to Badnera D.P. Road,

Towards North : Layout Plot No. 10,

Towards South : Layout Plot No. 13....."

which is hereinbefore referred to as the "said plot/land".

(ii) "T. D. R. (rights) equivalent to 1610.50 sq. mtrs. (17335.42 sq. ft.) from out of total rights admeasuring 2376 sq. mtrs. (Zone-N.A.) of TDR certificate issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/ 72/2016, dated 22.08.2016 and certificate No. 72, for a lieu of 1080 sq. mtrs. of land from out of Field Survey No. 40/2-A of Mouje - Nimbhora Khurd, Pragane - Badnera, Tq. & Dist. Amravati, acquired by Amravati Municipal Corporation, Amravati for 18 Mtr. wide D.P. Road...."

(which is hereinbefore referred to as "TDR [Rights]")

SCHEDULE "B"

Description of the Apartment / Flat

"The residential apartment bearing Family Unit / **Flat No.** _____ (_____), having _____ **Sq. Mtr. Carpet area (As per RERA Act)** on _____ floor, from out of the project / building known as "MAHARSHI APARTMENT" standing on the land / plot described in the Schedule "A" hereinabove, alongwith _____% undivided share in common area and facilities, which is bounded towards East - by _____, towards West - by _____, towards North - by _____, and towards South - by _____....."

(which is hereinabove referred to as "Said Flat / Apartment")

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED AND

**EXECUTED THIS DEED OF SALE OF APARTMENT ON THE DATE,
MONTH & YEAR MENTIONED FIRST.**

Drafted by :- V. G. Lakhotia, Advocate
Typed By :- Pankaj T. Agrawal

Purchaser/Allottee :-
ID Proof / Number :- Aadhar Card -

Passport Photo	Thumb	Signature

Vendor / Promoter :- Dhanraj Harichand Khandelwal
ID Proof/Number :- Aadhar Card - 9504 1086 0760

Passport Photo	Thumb	Signature

Witness No. 1

ID Proof/No.
Signature

Witness No. 2

ID Proof/No.
Signature