

Sale – Deed

THE **APARTMENT/FLAT NO.**_____ in

M. K. Heights
in
Manik Park

VALUED AT RS._____

(RUPEES . _____)

MOUZA-SOMAWADA, CITY SURVEY NO. 543, SHEET NO. 707/60

Valuation as per Ready Reckoner Rs. _____

Stamp Duty Paid RS.

THIS DEED OF SALE IS MADE ON THIS DAY OF
2017, AT NAGPUR.

BY

M/s. M. K. Patil Construction (Partnership Firm) (PAN No. AANFM1695A) Acting Through it's Partners 1. **Shri Damodar S/o Manikrao Kachore**, Aged about 60 years, Occupation: Business,
 2. **Shri Nutan S/o Manikrao Kachore**, Aged about 58 years, Occupation: Business

3. **Shri Sanjay S/o Manikrao Kachore**, Aged about 53 years,
Occupation : Business

4. **Shri Rajesh S/o Manikrao Kachore**, Aged about 52 years,
Occupation : Business

5. **Shri Moreshwar S/o Manikrao Kachore** Aged about 48 years,
Occupation: Business (Hereinafter called "the Vendors;") of the
FIRST PART; all acting through their Constituted Attorney : **Shri
Sanjay S/o Manikrao Kachore** aged 53 years, Occ. Business, R/o
Somalwada, Wardha Road, Nagpur, Tahsil & District: Nagpur,

(PAN. NO . AANFM1695A)

IN FAVOUR OF:

Mr. _____

aged about _____ Yrs. Occupation : _____

R/o: _____

(PAN NO. _____)

(Hereinafter called "THE VENDEE/PURCHASER/S") of the SECOND
PART.

1. WHEREAS the Vendors owns the following Malik Makbuza land
bearing Khasara No.81/1, admeasuring 13800.08 Sq.mtr, City
Survey no. 543, Sheet No.707/60, Ward No. 15 situated at Mouza :
Somalwada by virtue of Registered Sale Deed Dated 05/11/2007
Registered at Sr.No.6326 in Sub-Registrar Office No.-2, Nagpur. Out
of the said land N.I.T., Nagpur has released Plot No.2 admeasuring
2677.060 Sq.mtr land as per release letter Dt:30/4/2009

2. AND WHEREAS the Vendors have thus become the only and
absolute respective joint owners of the said Property & Nobody else,
besides the Vendors, has got any share, rights, title or interest in the
said Property,

AND WHEREAS the Vendors themselves decided to develop the
said Property further, for the betterment of themselves. That the
said Plot no. 2 admeasuring 2677.060 Sq. Mtrs., the vendors
submitted the land for construction of Commercial cum Residential
Complex named and styled as **M.K. Heights in Manik park**. (better

described in the Schedule hereto and here in after called " the said of Land)

3. AND WHEREAS the Vendors have now promoted a Commercial cum Residential Complex Scheme on the said property as per the Building Plan attached herewith and forming a part of this Sale Deed.

4. AND WHEREAS the Vendors being the partners of the **M/s. M. K. Patil Construction** themselves decided to retain the apartment/shop/office no____. in favour of **M/s. M. K. Patil Construction** and accordingly executed apartment deed in respect of the said Apartment/ Shop & Which has been duly registered in the Sub-Registrar Office Nagpur No....., Nagpur on Dt...../...../2017 at Serial No./2017, on even date, And later on mutated their names in the record of rights, hence by virtue of above apartment deed of Apartment/shop/office no,_____ City survey office Nagpur No. 3, mutated the aforesaid apartment/shop/office no _____ On dated, vide ferfar entry no.

5. AND WHEREAS the Purchaser, being desirous of owning an apartment scheme in the said Complex, being constructed on the said Plot No.-2 alongwith the proportionate share and interest in the said Part of Land, approached the vendors and have chosen a **_ BHK** Apartment No. _____ on _____ Floor in "**M.K.HEIGHTS in Manik Park**" admeasuring Built up / Super Built up area _____ Sq.mtr together with proportionate undivided _____ share and interest in all that piece and parcel of land admeasuring 2677.060 Sq. Mtrs. out of Khasara No. 81/1, **MOUZA : SOMALWADA** (as detailed in Schedule hereto and hereinafter called "the said Unit") for the valuable consideration of Rs. _____/- in words **(Rs. _____)**

The payment received from the purchaser to the seller as follows:-

MANNER OF PAYMENT

Rs./- (Rupees Lac) Only paid by the **Vendee** to the **Vendors** by in Cheque no....., dated at the time of execution of this agreement,

the receipt whereof is hereby acknowledged by the Party No. 1.

Rs./- (Rupees Lac) Only paid by the **Vendee** to the **Vendors** by Cheque no. dated..... drawn on at the time of execution of this agreement.

Rs./- (Rupees) Only agreed to be paid by the **Vendee** to the **Vendors** at the time of Sale Deed which is on or before

Rs./- (RUPEES)
=====

The above payment schedule details time to time and on the terms and conditions appearing hereinafter.

NOW THIS SALE DEED WITNESSETH AS UNDER: IN RESPECT OF SALE OF APARTMENT WITH PROPORTIONATE UNDIVIDED SHARE & INTEREST IN THE SAID PLOT OF LAND:

6. That the Vendee has seen the building plans sanctioned by the Nagpur Improvement Trust, Nagpur vide the Building Permit No.AB-1661/TR.NO-20140228101/7907 Dated-24/07/2014 The Vendee also is satisfied in respect of Title of the Vendors to the said Property as being good, valid, marketable and unencumbered one and have right to enter into this Deed of Sale.

7. That the Vendors will sell and the Vendee will purchase undivided Share of land relatable to the net Built-up Area of the said Unit, for a valuable Consideration detailed in the Schedule of Payment, appearing hereinafter, wherein the manner & mode of payment are detailed.

8. That the Vendors shall deliver the actual physical possession of the Undivided share in the land relatable to the said Unit, to the Vendee, upon the full and final payment being made by the Vendee or at the time of the Registration of the Sale-Deed, in respect of

Apartment. After registration of the Sale-Deed, the Vendee shall hold the same, jointly with the other Unit Owners.

9. That the Vendee shall pay proportionate share of the Land-Revenue, Corporation Tax, Non-Agricultural Assessment, Cesses, Corporation water connection charges & all other dues whatsoever, accruing or payable in respect of his/ her undivided share & interest in the land from the date of this Sale-Deed.

10. That on obtaining the Sale-Deed of the proportionate Undivided Share alongwith Interest in the said Part of Plot & the Unit (jointly called "the said Unit") hereby sold, the same will be held by the Vendee, with heritable & transferable rights therein, subject to the restrictions as may be imposed for the better enjoyment by other Unit Owners, of the common areas, facilities and of their respective Apartment, as may be mentioned in the Deed of Declaration etc.

**IN RESPECT OF THE CONSTRUCTION OF THE APARTMENT
CHOSEN BY THE VENDEE:**

11. That the Vendee hereby specifically agrees with the vendors that even after taking the actual possession of the said Unit, the Vendee will not object or prevent or obstruct the vendors in any way, in carrying out and from completing the work of other Apartment in the said Building and also for storing, keeping the building materials on the available open land.

THE PARTIES HERETO, FURTHER AGREE AS UNDER:

12. That for the purposes of giving clear title over the said Property (consisting of the Undivided share and interest in the land/F.S.I, and the said Unit chosen by the Vendee) and to the other purchasers/buyers in the said Apartment Scheme, the Vendors have executed a Deed of Declaration in respect of the said Apartment Scheme has been duly registered in the Office of Sub-Registrar- 5, Nagpur on Dt.11/09/2014 at Serial No. 3179 and thus, the said Apartment Scheme has been co/s miffed to the provisions of The Maharashtra Apartment Ownership Act, 1970. The Vendee agrees to

abide by the terms & conditions contained in the said Deed of Declaration.

13. That the Vendee agrees to incorporate such terms, conditions, stipulations and restrictive covenants etc, in the Sale-Deed and also in the Deed of Declaration etc., as are not set forth herein, but which may be deemed necessary by the Vendors, to regulate the easementary rights of Unit owners INTER-SE, in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970 and the rules and regulations made thereunder.

14. That the available open space and the common areas and facilities as may be provided in the said Apartment Scheme, shall be of common use of all the Unit owners in the Complex and shall always remain undivided and no partition or division of any part thereof be effected or carried out by the Vendee, severally, or jointly with other Unit owner or owners. That, the right of distribution of open terrace, spaces and parking to individual Purchasers is reserved by the Vendors. These spaces and terraces so distributed shall be deemed to be restricted areas. For the sake of clarity, it is hereby made clear, that any Terrace/s appurtenant and adjoining any Unit in the said Apartment Scheme, shall be for the exclusive use and occupation of that Unit Owner/Occupier.

15. That the vendee shall not store in the said Apartment the goods which are hazardous, combustible or dangerous in nature or so heavy which may cause damage to the construction or structure of the building in which the said Apartment is situated or storing of goods which can be objected by concerned local authority. That the vendee undertakes to compensate and rectify any damaged caused to staircase and common space, building by him while carrying heavy goods.

16. That the Vendee shall not erect any additional construction on the available open space or on the top or terrace of the Complex even if the F.S.I, relating to the said Plot of Land is increased at any subsequent date due to any reason whatsoever. It shall be the sole and exclusive right of the vendors, to consume and utilise such

enhanced F.S.I, without being required to pay any compensation either to the Vendee or to the Association of Unit Owners or the Unit Owners jointly or severally; under any nomenclature whatsoever.

17. That, the purchaser undertakes to carry out at his own cost all internal repairs to the said Apartment and maintain the said unit in the same condition and further agreed to abide by the By laws of concerned local authorities. Purchaser himself shall be liable for the consequences of any contravention of bye laws.

18. That, the purchaser undertakes not to demolish or caused to be demolished the apartment or any part thereof, nor at any time make or cause any addition or alteration of whatsoever nature in or to the apartment or any part thereof nor alternation in the elevation and strictly not erect any projected grill works out side of the flat no———— so that any dangers of falling dead material on any person or at open terrace& not change the outside color scheme of the building in which the said Apartment is Not situated and shall keep the portion of sewers, drain pipes in the Apartment and, appurtenances in good repair and condition, and in particular, so as to support shelter and protect the upper part of building in which the Apartment is situated, shall take the prior permission of the seller / Lower Floor owner or Apartment owner association.

19. That, the purchaser undertakes not to throw dirt, rags, 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 open terrace of the building in which Apartment is situated.

20. That the common areas and facilities shall always remain common and purchaser shall use it in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other apartment owners. Common parking shall be exclusively for Apartment owners only and outsider's vehicle shall not be allowed inside the compound of the said building.

21. That the property hereby sold, shall be taken to be correctly described in the Schedule hereto and shall be sold, subject to the

outgoing Agreements, Restrictive Covenants and Rights of the Co-owners and the Vendors, in respect of the remaining Undivided Share & Interest in the said Part of Plot No-t and the owners of other built-up spaces/premises, in the building & if any mis statement, error or omission is discovered, the same SHALL NOT ANNUL this contract; nor shall the Vendee thereby become entitled to any compensation under any nomenclature whatsoever; but all the same; such mis statement, error or omission shall always be subject to correction, by the Parties hereto

22. That all the expenses for the preparation, drafting, printing, stamp-duty, registration fees, lawyer's fees, out-of-pocket expenses etc., shall be borne exclusively & solely by the Vendee, in respect of this Sale-Deed.

23. That the one Time maintenance (Common electricity charge/water bill charge/cleaning of common premises / stair cases / outer painting when required gardening charges / lift maintenance security guard etc.) of Rs.1,50,000/- for 3 BHK Apartment and Rs. 125000 for 2BHK Apartment shall be paid to Shri. Sanjay Manikrao Kachore (Constituted Attorney/Elected President/Secretary of the Apartment, Owner's Association). After completion of the work project Shri. Sanjay M. Kachore, land owner the all collected amount to the Apartment owners association. After deducting any expenses carried out in the scheme for security guard, water bill charges, cleaning of passages, common electric charges etc. on deposited amount of flat owns.

24. That the Vendee shall also be liable to pay all the amount of the Sales-Tax, services tax, Works Contract Tax, G.S.T. as per the Govermet rules and regulation or any other Tax or Cess,(if any) as may levied by the Government, in respect of the said unit of the Vendee, as & when communicated by the Builders/Vendors.

25. That The Purchaser shall not be allowed to display any type of sign-board/banner etc. without consent in writing, from the vendors.

26. It is understood by the Purchaser that the proposed Construction is of heterogeneous in nature comprising the R.C.C. & Brick work. It is understood by the Purchaser that any shortcomings inherent cracks to the heterogeneous nature of construction like those due to unequal contraction and expansion or uneven settlement of footings are likely to occur and will not be treated as defects. Further it is agreed by the Purchaser that on account of practical constraints there will be made an allowance of five percent variation on either side in dimensions shown in sanctioned plan or mentioned in the agreement and Sale Deed and no compensation shall be given to the Purchaser for such variations.

27. It is understood and agreed by the Purchaser that due to heterogeneous nature of construction and construction joints between masonry and concrete or any such other joints, leakage or seepage of water is likely to occur and this will not be treated as defect in construction. The cost of any specialized treatment for waterproofing or stopping such leakage and seepage will be borne and paid by the Purchaser separately. It is also understood and agreed by the Purchaser that plastered masonry and concrete are not waterproof in nature & there is a chance of leakage/seepage through them if exposed to rain water or any wet condition. This will not be treated as defect and no compensation shall be given to the Purchaser for such happening.

28. That the vendors shall not be liable to pay any compensation to make good any defect in the proprietary items used in the construction of the said Unit and proper claim regarding this, shall directly be made by the Purchaser to the manufacturer of such item keeping vendors indemnified. The Purchaser/s has/have seen the said Property and is satisfied about the condition of the same and the said Property is hereby sold to the Purchaser/s on "as is where is basis / condition.

29. That the purchaser when called upon by vendors shall sign and execute all papers and documents relating to the building

construction and title deeds relating to his/her unit in M.K.HEIGHTS in Manik Park area.

30. That the phrases used in this Sale-Deed, viz. "the Vendors and the Vendee" whether used in singular or plural shall, besides themselves, shall always mean and include their heirs, Legal Representatives, assigns, successors, agents, and servants and all person/s claiming through or under them respectively and the contents of this Sale-Deed shall be equally binding on them also, unless repugnant to the context or meaning hereof.

THE SCHEDULE OF THE PROPERTY:

ALL THAT Piece & parcel of land bearing Malik Makbuza land bearing part of Khasara No.81/1 Plot no.2 admeasuring 2677.60 sq.mtr City Survey no. 543, Sheet No.707/60, Ward No. 15, situated at Mouza : Somalwada "MANIK PARK, MANISH NAGAR AREA, Somalwada Land is bounded as under:-

the North	:	by Manik Park open pace
the South	:	by Manik Park Block-11, Shanti-II, Pantheon open space
the West	:	by Santaji Layout
the west	:	by 9 mtr wide Road,

DESCRIPTION OF THE APARTMENT / FLAT

ALL THAT R.C.C. Superstructure, comprising of __BHK Apartment No__" having a Net-Built-up / Super Built-up Area of _____ Sq.M. Situated on the _____ Floor, including share of Staircases / Balconies for upper floor Apartment of the Building known and styled as "**M.K.HEIGHT in Manik Park**" being constructed on the aforesaid Plots of Land, ALONGWITH _____% (Proportionate) Undivided Share & Interest in the aforesaid part of Plots No. "1",
The said Unit is bounded by

the North : by _____
the South : by _____
the East : by _____
the West : by _____

IN WITNESS WHEREOF the parties hereto, have executed this Deed of Sale on the day and year first aforementioned, in presence of the Witnesses.

PHOTO	THUMB	
		1. Shri Damodar S/o Manikrao Kachore
		2. Shri Nutan S/o Manikrao Kachore
		3. Shri Sanjay S/o Manikrao Kachore
		4. Shri Rajesh S/o Manikrao Kachore

		5. Shri Moreshwar S/o Manikrao Kachore
		Acting through & Attorney for all above & himself Shri Sanjay S/o Manikrao Kachore (POA Holder of M. K. Patil Construction) (THE VENDOR)

THE VENDEE/PURCHASER/S

WITNESSES:

1.....

2.....