READY RECKNER CHART NO. 4.3
RATE FOR FLAT RS. 30,700/- PER SQ. MTRS.
CARPET AREA OF FLAT _____ SQ. MTRS. and usable area of Closed Balcony admeasuring _____ Sq. Mtrs. and Open Balcony admeasuring _____ Sq. Mtrs.
CONSIDERATION RS. _____/-
MARKET VALUE RS. _____/-
STAMP RS. _____/- + 1% SURCHARGE RS. _____/- = TOTAL RS. _____/-
DECLARATION OF APARTMENT REGISTERED AT SR. NO. _____ ON _____

DEED OF APARTMENT

THIS DEED OF APARTMENT is made & executed at Nashik on this _____ day of _____ 2018.

B E T W E E N

M/s. GEETA DEVELOPERS, PAN AAIFG 7330 F, A Partnership firm having its address Shop No. 2, F-10, Shreeram Kunj, Tigrania Road, Dwarka, Nashik 422011 through its PARTNER MR. BHAVESH RAVJIBHAI PATEL, Age 37 Years, Occupation Business, R/o. Old Agra Road, At Post Ghoti, Taluka Igatpuri, Dist. Nashik. Hereinafter referred to as the **VENDOR** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, their legal heirs, executors, administrators, assigns, etc.) of the **FIRST PART**.

A N D

[1] _____, Age _____ Years, Occupation _____, PAN – _____/AADHAR NO. _____

[2] _____, Age _____ Years, Occupation _____, PAN – _____/AADHAR NO. _____

Both R/o. _____

hereinafter referred to as the **"PURCHASER/S"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, Administrators, assigns, etc.) of the **SECOND PART.**

WHEREAS the Vendor is the absolute and exclusive owner of all that piece and parcel of the land situated at **Ambad Khurd**, more particularly described in the first schedule written hereunder and hereinafter referred to as the Said Property.

AND WHEREAS the vendor purchased the said property from the previous owners **Mr. Kunal Krishnadeo Desale** by a sale deed dated **7-10-2016** which is duly registered at the office of Sub Registrar Nashik 5 at **Sr. No. 6003 on 7-10-2016** and name of the vendor is mutated in the owners column of the record of rights and as such the vendor is competent to develop the said property by constructing building thereon and sell the super structure as the vendor may deem fit and proper.

AND WHEREAS the vendor has purchased TDR of 588.04 Sq. Mtrs. for which as per new provision FSI of 790.00 Sq. Mtrs. is premisible from DRC No. 735 Dated 17-12-2016 from Mr. B. C. Jadhav by a sale deed dated 31-5-2017 which is duly registered at the office of Sub Registrar, Nashik at Sr. No. 2754

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on 1-6-2017 and the vendor has prepared a building plan by using the said TDR of 588.04 Sq. Mtrs. for which FSI is allowed 790.00 Sq. Mtrs. is granted FSI as per the DC Rules which is duly approved by the Nashik Municipal Corporation under commencement certificate No. LND/BP/B2/468/5408 Dated 5-1-2017 which is revised under No. LND/BP/B2/307/4883 Dated 18-9-2017 and as per the approved building plan the vendor has completed the construction of the entire building and obtain part occupation certificate from Nashik Municipal Corporation for Stilt to Fourth Floor of the building under No. NARAVI/B2/20986/5941 dated 24/10/2018 except the ground floor commercial premises.

AND WHEREAS the vendor has entered into a standard Agreement with Architect registered with council of Architects and the vendor has appointed a structural engineer for the preparation of the structural design and drawings of the building and the vendor has accepted the professional supervision of the Architects and structural engineer till the completion of the building.

AND WHEREAS the purchaser/s demanded from the vendor and the vendor has given inspection to the purchaser and delivered the copies of all the documents, agreements, plans, designs and specifications prepared by the Architect of the Vendor shall observe and perform the terms and conditions laid down by the Nashik Municipal Corporation, while sanctioned the plan and of such documents which are specified under Mah. Ownership Flat (Regulation of promotion of Construction, Sale, Management and Transfer) Act 1963 (Hereinafter referred to as the said act) and rules thereunder, the purchaser/s is satisfied about the same.

AND WHEREAS the Promoter has registered the Project under the provisions of the **Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority under No. P51600011008 on 31-8-2017.**

AND WHEREAS the Vendor agreed to sell the apartment/ flat in the said building to different purchasers described in the second schedule written hereunder in the building known as **"GEETA HEIGHTS APARTMENT",** constructed on the said property, and as per the terms settled, this deed of apartment is executed.

AND WHEREAS the Vendor subjected the said property to the provisions of Maharashtra Apartment Ownership Act and executed a Declaration under Rule 3 of the Maharashtra Apartment Ownership Rules 1972 and as per the said declaration and as per the provisions of Maharashtra Apartment Ownership Act, this deed of apartment is executed amongst the parties.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government had laid down certain terms, conditions, stipulations and restrictions which are duly observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s is granted by the concerned local authority.

NOW THEREFORE THIS DEED OF APARTMENT WITNESSETH AS HEREIN:-

(1) That in pursuance of the terms and conditions agreed to in between the Vendor and the purchasers for total consideration and price of **Rs. _____/- (Rs. _____ Only)** the Vendor do hereby sell, convey, alienate and transfer all that piece and parcel of Apartment/ flat as described in the second schedule written hereunder in **"GEETA HEIGHTS APARTMENT",** alongwith proportionate ownership in the common areas more particularly described in the second schedule written

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hereunder and hereinafter referred to as the said / apartment constructed on the property as described in the first schedule written hereunder.

(2) The aforesaid amount of consideration includes the amount of consideration of the said Apartment alongwith right in common areas and facilities i.e. right of ownership as mentioned in the Declaration of Apartment registered at the office of Sub Registrar Nashik.

(3) The aforesaid amount of consideration is fixed with mutual consent of the parties and there is no dispute about the same. The Vendor has received from the purchaser the aforesaid total amount of consideration of **Rs.** _____**/- (Rs.** _____ **Only)** in the following manner :

Rs. _____**/- (Rs.** _____ **Only)** Rs. _____
_____
_____

Rs. _____**/- (Rs.** _____ **Only)**

The Vendor declares that they have received the entire amount of consideration of the said apartment and the proportionate right in the common areas and facilities, the receipt whereof the Vendor do hereby admit and acknowledge and discharge the purchaser and the said flat therefrom. The said price and consideration is as per the existing market rate in the locality and there is no dispute about the same. The sale of the said flat is on the basis of the carpet area only.

That this amount of consideration includes the following expenses.

All the expenses of stamp duty, registration fee, LBT (Surcharge), legal expenses for this agreement and the final deed of apartment and proportionate expenses for Declaration of Apartment

The purchaser shall deposit an amount of Rs. _____/- towards the maintenance of the Lift and on receipt of such amount of maintenance from all the flat owners, the vendor shall deposit the said amount in bank in the name of the association of apartment owners to be formed and the interest thereon shall be utilised towards the maintenance of the lift. Except the said amount of maintenance all the premises holders in the building shall contribute monthly /annually maintenance for maintaining the building and lift.

(4) carpet area as per RERA means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

(5) The Vendors hereby declares and assures the Purchaser as follows;

(a) That the Vendor is the full, absolute and exclusive owner of the said FLAT conveyed hereunder to the Purchaser.

(b) That the said FLAT and every part thereof is free from all the charges, encumbrances whatsoever.

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