CONSIDERATION RS. _____/-
MARKET VALUE RS. _____/-
STAMP RS. _____/- PAID ON AGREEMENT OF SALE REGISTERED AT SR. NO. ____/_____ON _____
DECLARATION OF APARTMENT REGISTERD AT SR. NO. _____ ON _____

DEED OF APARTMENT

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

B E T W E E N

[1] M/S. S. N. CONSRUCTIONS, A Partnership Firm, Through Its Partners :-
[A] MR. SHAILESH SURESHBHAI GUJARATHI, Age – 41, Occupation Business, R/o. Khodiyar Niwas, Om Nagar, Hirawadi Road, Panchavati, Nashik – 422003**.**
[B] MR. MAHENDRA KANJIBHAI PATEL, Age – 52, Occupation Business, R/o. Himini Palace, Om Nagar, Hirawadi Road, Panchavati, Nashik – 422003.

[2] M/S. SHANTUSHA DEVELOPERS & BUILDERS, Proprietory Concern, Through Its Prop. **MR. RAHUL SHANTARAM SAVALE**, Age – 41, Occupation Business, R/o. Ambalika, Indira Nagar, Nashik – 422009.

[3] M/S. ANURAJ BUILDCON, A Partnership firm, PAN : _____, having its office at 109, 113-116, The Presidency, Gadkari Chowk, Old Agra Road, Nashik-422001 through its PARTNER **MR. RAVI RAGHUNATH MAHAJAN**, Age 53 Years, Occupation Business, **AADHAR NO.** _____, R/o. Nashik,

NO. 3 FOR SELF AND G.P.A. HOLDER OF NO. 1 & 2.

Hereinafter referred to as the **VENDOR/PROMOTER** (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 **ONE PART**.

A N D

Mr / Mrs . _____
Age _____ Years, Occupation _____,
PAN : _____
AADHAAR No. _____.
R/o. Flat No. _____, Aaradhya Apartment, Behind Sunanda Heights, Near Trikoni Garden, Kathe Galli, Dwarka, Nashik - 422011.

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

WHEREAS - Vendor No. 1 M/s. S.N. Constructions, hereinafter referred to as the land owners, is the absolute & exclusive owner & otherwise is well & sufficiently entitled to sale all that piece & parcel of the land bearing Sr. No. 467/1 admeasuring 1909.00 Sq. Mtrs. situated at Nashik, Tal. Dist. Nashik more particularly described in the Schedule written hereunder and hereinafter referred to as the Said property.

AND WHEREAS the said Vendor No. 1 has entrusted the said property for development of the same to Vendor No. 2 M/s. Shantusha Developers and Builders through its PROP. MR. RAHUL SHANTARAM SAVLE under development agreement and general power of attorney dated 04/01/2007 which are duly registered at the office of Sub Registrar, Nashik 3 at Sr. No. 80 and as such name of the said Vendor NO. 2 is mutated in the other rights column under M. E. No. 57192 and by virtue of the rights acquired by the Vendor NO. 2 M/s. Shantusha Developers and Builders has further entrusted the said property as the general power of attorney of the land owners and for himself, for development of the same to the Vendor NO. 3 M/s. Anuraj Buildcon under development agreement and General Power of Attorney Dated 25/10/2007 which are duly registered at the office of Sub Registrar, Nashik 3 at Sr. No. 9378 and 9379 on 25/10/2007 and assigned his development rights unto the Vendor NO. 3 and by virtue of the said documents the Vendor NO. 3 has absolute and exclusive right to construct building and sell the construction and appropriate the sale proceed thereof.

AND WHEREAS the Vendor No. 3 had initially prepared a building plan which is duly sanctioned by the Nashik Municipal Corporation under commencement certificate N0. LND/BP/A2/402/5347/14, Dated 26/02/2014 for which the vendor has obtained extension till 25/02/2018 under letter No. Nagarrachana Vibhag/Vashi/108/17, dated 24/04/2017 from Nashik Municipal Corporation and the same is revised under commencement certificate No. **LND/BP/A-2/ 21/5701** on **12/10/2018**. The Vendor NO. 3 has prepared a building plan was initially approved by Nashik Municipal Corporation consisting of Stilt for parking and First to seven upper Floors by using basic FSI and FSI for road widening area admeasuring 456.00 Sq. Mtrs. and Then the Vendor NO. 3 has purchased TDR of 584.00 Sq. Mrs. (And utilized 472.20 sq. Mtrs.) From DRC No. 789 from Balwant Laxman Tajanpure by sale deed dated which is duly registered at the office of Sub Registrar Nashik at Sr. No. 643 on 12/02/2018 and thereafter the Vendor NO. 3 revised building plan as per new DC rules for FSI and by using Premium FSI and the purchased TDR and FSI which is duly sanctioned by Nashik Municipal Corporation The said revised building plan is sanctioned by using basic FSI of 1:1, the FSI for road widening 456.00 Sq. Mtrs. and by utilizing the TDR of 472.20 Sq. Mtrs. on the said property and premium FSI of 714.00 Sq. Mtrs. from Nashik Municipal Corporation and according to the said building plan the Vendor NO. 3 is entitled to construct the ground and twelve upper floors.

AND WHEREAS as per the building plan the Vendor No. 3 has completed the construction on the said property obtained

completion certificate under No. **NANIVI/A4/26921/2021**, dated **16/03/2021** from Nashik Municipal Corporation.

AND WHEREAS the Promoter has registered the Project under the provisions of with the **Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority under the project registration No. P51600014697** on **26/12/2017**.

AND WHEREAS the purchaser/s demanded from the Vendor No. 3 and the Vendor No. 3 has given inspection to the Purchaser/s and delivered the copies of all the documents, Agreements, Plans, Designs and Specifications prepared by the Architect of the Vendor No. 3 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 Vendor No. 3 Promoter 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 the area mentioned in the Declaration of Apartment Sr. No. 23/2021 dated 01/01/2021 which are duly registered at the office of Sub Registrar, Nashik-3 is as per the approved building plan.

AND WHEREAS the Vendor No. 3 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 **"AARADHYA APARTMENT"**, constructed on the said property and accordingly the Vendor No. 3 executed an agreement of sale in favour of the purchaser which is duly registered at the office of Sub Registrar, Nashik and in consistence with the said agreement of sale, this deed of apartment is executed.

NOW THEREFORE THIS DEED OF APARTMENT WITNESSETH AS HEREIN:-

(1) That in pursuance of the terms and conditions agreed to between the Purchaser and the Vendor No. 3s and in consistence with the agreement of sale, the Vendor No. 3 for himself and as GPA holder of Vendor No. 1 and 2 does hereby sell, alienate, transfer, assign and convey all that piece and parcel of the said FLAT as described in the schedule written hereunder, unto the Purchaser for total price and full consideration of **Rs. _____/- (Rs._____only)** which the Vendor No. 3 has received before execution of deed from time to time. The receipt of the entire amount of consideration the Vendor No. 3 do hereby admit and acknowledge and discharge the Purchaser and the said FLAT therefrom and nothing is due and payable towards the amount of consideration. The said price and consideration is fixed in lumpsum and is as per the existing market rate in the locality and there is no dispute about the same.

(2) In case of any Tax as may be levied by Govt. like GST, or any tax levied in future, the purchaser/s shall be liable for the same and the Vendor No. 3 shall be liable to recover the same from the purchaser/s.

(3) That the actual, clear, vacant and peaceful possession of the said FLAT is delivered by the Vendor No. 3 to the Purchaser on execution of this conveyance and the Vendor No. 3 hereby confirms the possession and the Purchaser has occupied the said FLAT. The purchaser has verified the said flat, quality of construction, amenities provided therein, carpet area of the said flat and he is satisfied about the same and the purchaser has no complaint about the same.

(4) The Vendor No. 3 do by this deed of conveyance absolutely grant, sell, assign, transfer, and convey and assure forever unto the Purchaser ALL THAT the said FLAT as described in the schedule alongwith the easementary rights thereto.

(5) The Vendor No. 3 hereby declares and assures the Purchaser as follows;

(a) That the said FLAT admeasures _____ **Sq. Mtrs.** Carpet area + Usable area of Balconies + utility + Cupboard + Cov. Terrace of admeasuring _____ **Sq. Mtrs.** as per the approved completion building plan.

(b) That the Vendor No. 3 is the full, absolute and exclusive owner of the said FLAT conveyed hereunder to the Purchaser.

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

(d) The title of the Vendor No. 3 to the said FLAT is clear, negotiable and marketable without any defects whatsoever.

(e) That the Vendor No. 3 has never subjected the said FLAT to any charge by way of mortgage, lien, lease gift, will, surety, attachment, injunction any oral or written agreement, inheritance or otherwise the Vendor No. 3 agrees to indemnify the Purchaser from and against any charge or encumbrance or defect in title whatsoever, if found with respect to the said FLAT.

(f) The Vendor No. 3 hereby assure the Purchaser that there is and was no tenant in the said FLAT and that no litigation civil/criminal/revenue is pending in respect of the said FLAT or its possession and no person is claiming any right, title or interest or possession over the said FLAT.

(g) All the rates, taxes/cesses/assessments & outgoing in respect to the said FLAT till this date have been borne and paid by the Vendor No. 3. The Vendor No. 3 indemnifies the Purchaser against any such claim. The future taxes cesses, House Tax, Water tax, NA tax etc; assessment and outgoings

like corpus fund, maintenance etc in respect of the said FLAT shall be borne and paid by the Purchaser.

(h) That the Vendor No. 3 has not agreed to sell or transfer in any way the said FLAT to anybody except the Purchaser.

(i) By virtue of this conveyance the Purchaser as owners of the said FLAT shall have absolute right, title and interest and ownership to enjoy the said FLAT and its possession peacefully and that the Vendor No. 3 or anybody claiming through them shall never raise any objection or obstruct the peaceful enjoy of the said property and its possession by the Purchaser.

(6) The Vendor No. 3 do hereby convey, acquit, release, alienate and transfer all his right, title and interest in the said FLAT unto the Purchaser for peaceful enjoyment forever as owner thereof on payment of future taxes, cesses, etc. that may be levied.

(7) The purchaser shall use the said premises for purpose it is legally allowed for.

(8) That the building is known as **"AARADHYA APARTMENT"**.

(9) All the expenses like stamp duty, registration charges, legal fees, typing and Misc. expenses of this conveyance is borne and paid by the purchaser exclusively.

(10) That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variations in temperature which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

(11) That except the apartment owners whom the parking is allotted no other apartment owners shall have right, title and interest in the said parking. The other apartment owners shall never claim any right in the parking allotted to particular apartment owners.

(12) The parking is allotted in the stilt area as well as in the side margin in covered fabrication shed.

(13) That the Vendor No. 3 shall allot the parking spaces to any flat owner as per his/her choice and the remaining flat purchasers shall have option for unallotted parking only.

(14) Refuge area only at 9th Floor.

(15) That in any case all the flat purchaser shall be liable to pay the maintenance with effect from such date as decided by the Vendor No. 3 irrespect of when the possession is delivered to the flat purchaser.

(16) That as decided by the Vendor No. 3 has fixed 50,000/- (Rs. Fifty Thousand only) as corpus fund & Rs. 18,000/- (Rs. Eighteen Thousand only) per annum towards the maintenance of the building and as such the Corpus Fund & maintenance will be deposited in the bank by all the flat owners in the account of the association. The maintenance includes lift maintenance and repairing, housekeeping, round the clock security, gardening, electricity charges for common use of power for lift and lighting in passages and surrounding lights within building compound, minor repairing of building, expenses of generator or Battery Backup and EPABX solving common external plumbing, drainage and electricity problems etc. No possession will be given without payment of the amount of corpus fund & yearly maintenance amount. The entire project will be maintained out of this corpus fund/annual maintenance fund. If in future, the corpus fund becomes inadequate for regular maintenance or exhausted, all the flat purchasers will have to contribute the amount as decided the Association of Flat Owners after handing over the maintenance to them. The Vendor No. 3 will not pay the corpus fund/yearly maintenance of unsold flat or interest for the same. That even though the Vendor No. 3 has decided the aforesaid amount of corpus fund and utilization of the same, all the flat owners may decide the annual maintenance and corpus funds as they may deem fit from time to time and the said amount of maintenance and corpus fund shall be deposited in any of the nationalized bank/Co-op. Bank and the invest accured thereon shall be used for the maintenance and if the interest is insufficient all the members shall collect additional amount as they may decide.

(17) That the association shall be liable for the maintenance of the lift, fire equipments & yearly fire inspection, electric motor, pump sets, etc.

(18) The association shall be liable for the AMC of fire equipments, Lift, Garbage Chute Machine, Solar Net Metering etc. at their own costs and expenses.

(19) The Vendor No. 3 has provided water connection from Nashik Municipal Corporation and the said water connection is provided on the water tank on the ground floor. The Vendor No. 3 shall not be responsible and liable for the shortage of water supply from Nashik Municipal Corporation or in case Nashik Municipal Corporation reduces the water supply for any reasons whatsoever.

(20) That the common boring for building shall be provided in the proper marginal space along with motor and pump set and the same shall be maintained by the apartment owners and the water of boring shall be used for building purpose even if it is provided in the side margin of the building.

(21) No over head/under ground separate water tank shall be provided for boring water and the water from the boring shall be

used only in the circumstances of shortage of municipal water supply and washing car.

(22) That all the terms, conditions and contents and the undertakings of the purchaser and the covenants by the purchaser as mentioned in the agreement of sale shall be binding on the purchaser and shall be treated as integral part of this deed.

FIRST SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of the land admeasuring **1440.74 Sq. Mtrs.** out of **S. No. 467/1**, total admeasuring 1909.00 Sq. Mtrs. situated at **Nashik**, Tal. Dist. Nashik, within Nashik Municipal Corporation and within registration and sub registration district of Nashik bounded as follows :-

On or towards East	:-	By S.No. 467/2.
On or towards West	:-	By S.No. 468.
On or towards South	:-	By 15 Mtrs. D.P. Road.
On or towards North	:-	By 7.5 Mtrs. Colony Road.

SECOND SCHEDULE THE PROPERTY AGREED TO BE TRANSFERED

NAME OF THE PROJECT	**AARADHYA APARTMENT**
FLAT NO.	
FLOOR	
CARPET AREA	
USABLE AREA OF BALCONIES + UTILITY + CUPBOARD + COV. TERRACE	
PERCENTAGE	

BOUNDRIES OF THE SAID FLAT

EAST	
WEST	
NORTH	
SOUTH	

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED HEREUNTO ON THIS DAY, DATE AND YEAR FIRST MENTIONED HEREINABOVE.

SIGNED SEALED AND DELIVERED]
BY THE WITHIN NAMED]
[1] M/S. S. N. CONSRUCTIONS,]
A Partnership Firm Through Its Partners]
[A] MR. SHAILESH SURESHBHAI GUJARATHI]
[B] MR. MAHENDRA KANJIBHAI PATEL]
]
[2] M/S. SHANTUSHA DEVELOPERS & BUILDERS]
Proprietary Concern, Through Its Prop.]
MR. RAHUL SHANTARAM SAVALE]
]
[3] M/S. ANURAJ BUILDCON, A Partnership firm]
through its PARTNER]
MR. RAVI RAGHUNATH MAHAJAN]----------
NO. 3 FOR SELF AND G.P.A. HOLDER]
OF NO. 1 & 2.]
[VENDOR/S]

SIGNED SEALED AND DELIVERED]
BY THE WITHIN NAMED]
MR & MRS .]----------
[PURCHASER/S]]

Witnesses:

[1] ---------- **[2] ----------**