Mouje Kaulkhed - Zone No. ..... - Rs. ...../- Per Sq.Mtrs.

DEED OF APARTMENT

Govt. Valuation Rs. ...../-

Stamp Duty Rs. ...../- & Registration Fee Rs. ...../-

DEED OF SALE RS. ...../-

(Rs. ..... Only)

The said Project "Ankit Silver Tower" is registered under the Maharashtra Real Estate Regulatory Authority and MAH-RERA No. is .....

THIS DEED OF APARTMENT, made and executed at Akola on this ___ day of ..... 2019, between :-

VENDOR : **Shri Kishor Mukundlal Agrawal.**
Party No. 1 Aged about 58 years, Occ. : Builder & Developer,
R/o. Devi Khadan, Akola, Tq. & Distt. Akola.
(PAN - ABBPA3209P)

(Hereinafter referred to as "PARTY NO. 1 / VENDOR / BUILDER & DEVELOPER" which expression shall always mean and include their legal heirs, representatives, successors, administrators and assigns).

AND

FLAT PURCHASER : .....
Party No. 2 Aged about .... Years, Occ. : .....
R/o. .....
(PAN - _____)

(Hereinafter referred to as "PARTY NO. 2 / FLAT PURCHASER" which expression shall always mean and include his/her heirs, legal representatives, successors, administrators and assigns).

That the Party No.1 is the absolute owner of the piece and parcel of the land by virtie of Registered Sale Deed dated 20.12.2013 bearing Sr.No. 5711, situated at Mouje Sukapur, Tq. & Distt. Akola which is described in Schedule-I hereafter.

Whereas, Party No. 1 has completed the scheme of commercial cum family units under the provisions of Maharashtra Apartment Ownership Act, 1970, by sanctioning the map from Municipal Corporation, Akola vide Commencement Certificate No. 14/174/2018-19 by name **"ANKIT SILVER TOWER"** and Party No. 1 has also executed the Deed of Declaration dtd. ..... as required u/s 2 of Maharashtra Apartment Ownership Act, 1970 in respect of the above mentioned Scheme of Apartment.

AND WHEREAS, the Party No.1 / Vendor has the sole and exclusive right to sale Apartment in the said building on the said land and to execute the Deed of Apartment in favour of such Apartment owner.

WHEREAS, the Party No.2 has approached the Party No.1 for the purchase of one flat in the said building AND WHEREAS, the Apartment/Flat which is purchased by Party No.2 / Flat Purchaser from the Vendor / Party No.1 by this deed, is ready in all respects and is ready for occupation.

NOW THEREFORE THIS DEED OF APARTMENT WITNESS AS UNDER :-

1. That the Vendor / Party No.1 has sold and the Apartment Purchaser / Party No.2 has purchased the **Flat No. ____ on _____ Floor** in the building named and styled as **"ANKIT SILVER TOWER"**

2. That the Flat Purchaser / Party No.2 has paid to the Vendor / Party No.1 and the Vendor Party No.1 has received from the Flat Purchaser / Party No.2 the entire amount of consideration Rs. _____/- (Rs. _____ Only) as under :-

and the Vendor / Party No.1 has acknowledge the same & no grivence in respect of payment.

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3. The Flat Purchaser / Party No.2 has inspected and verified all the documents of title to the property and is satisfied that, the Vendor/Party No.1 has a clear and marketable title to the said property and is fully empowered and qualified to execute this DEED OF APARTMENT. Inspite of this, in future, if any descripancy in title is revealed, the Party No.1 / Vendor undertakes to indemnify the Flat Purchaser / Party No.2 for any loss or damage, caused on account of the discripancy in title.

4. The Vendor / Party No.1 has put the Flat Purchaser / Party No.2 in actual physical possession of the Apartment being conveyed under this Deed.

5. The Flat Purchaser / Party No. 2 has inspected the Flat/Apartment as regards to quality of construction, the quality of building material used in the construction and the workmanship and is fully satisfied with the same.

6. The Vendor / Party No.1 has already supplied the copy of the floor plan of the building along with the plan of Flat purchased by the Flat Purchaser / Party No.2 and the Flat Purchaser / Party No.2 admits the receipt of the same.

7. The Vendor / Party No.1 has provided the certification of Architect to the effect that the details about the number and dimensions of the Flat being conveyed and of the immediately adjoining Apartment and further stating that the said Floor Plan fully and accurately depicts the layout of the Apartment its location, dimensions, approximate areas, main entrance, common areas and facilities and restricted, common areas and facilities to which it has excess as built.

8. That it is declared by both the parties that the flat/apartment under this Deed of Apartment has been sold to the Flat Purchaser / Party No.2 for the use of the same for the residence of the Flat Purchaser. The Flat Purchaser shall not change the user of the flat without prior approval of the Association of the Apartment Owners OR Builder.

9. That all the terms conditions and details of the Flat/Apartment conveyed to the Flat Purchaser / Party No.2 are given in the Deed of Declaration of flat. The said terms and conditions shall always be binding on the Flat Purchaser / Party No.2.

10. The Flat Purchaser / Party No.2 hereby declares that he has gone through the byelaws of the Associaiton of the Apartment Owners of the **"ANKIT SILVER TOWER"** and hereby further declare that he will abide by all the provisions of those bye laws always in future.

11. The Flat Purchaser / Party No.2 himself or in co-operation with any other Flat Owners shall not change the name and style of the building any time in future.

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12. That, this DEED OF APARTMENT is always subject to the provisions of Maharashtra Apartment Ownership act, 1970 and rules framed thereunder.

13. That all expenses on account of stamp duty, registration charges, typing stationary and scribing charges for this document and registration there shall be borne by the Flat Purchaser / Party No.2.

14. That the property, which is subject matter of this deed, is free from any type of encumbrances, mortgage, charge, lien etc.

The Purchaser does hereby covenants as follows :-

a) That the Purchaser shall henceforth always pay regularly his/her share of Nazul Rent and proportionate common expenses etc. whatsoever assessed on his/her undivided proportionate rational share and interest in the said plot of land.

b) That the purchaser shall also pay individually the Municipal taxes and cesses etc. as may be levied on the apartment i.e. flat which is purchased by his/her, and shall pay the electricity and water charges as per departmental bills.

c) The Purchaser shall obtain from doing any act, deed or things, which would cause annoyance, inconveniance or obstruction to the other purchaser or undivided share and interest in the said plot and the owners of the other apartment in the said building and shall always abide by the rules made under Maharashtra Apartment Ownership Act, 1970 and the Akola Municipal Corporation, as the case may be.

d) The although the purchaser will be the owner of undivided share and interest in the said plot, it will be accessible to the other apartment owners in the building standing thereof. The purchaser shall not be entitled to the exclusive use or occupation of any portion of the said plot.

e) That the gates provided to the compound out the repairs and maintenance of the **Apartment No. ____ on _____ Floor** by the purchaser shall wholly rest on his/her and the costs of repairs of common facilities and amenities provided therein shall be borne equally by the purchasers and the other flat/apartment owners.

f) That the lekage of bathroom or W.C. provided in his/her apartment, which may cause nuisance to the other apartment owners shall be required by the purchaser in good time.

g) That the cost of repairs of common service line, electric (from the pole to the meter board), water pipe lines, drainage and rain water pipes etc. shall be borne and paid by the purchaser jointly with the Apartment Owners in euqal shares.

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h) It is understood by the Purchaser that the cost of general maintenance of the outer building and common portion including periodical painting, white washing or colour washing and repairs etc. shall be the equal responsibility of all the **Ankit Silver Tower** owners and the expenses incurred therefore shall be borne and by the apartment owners equally, similarly the underground water storage tank and the installed thereon shall be maintained and repaired at the equal expenses of all the flat owners.

i) It is also further understood by the purchaser that all charges incurred on the consumption of Electricity over the common facilities and replacement of lights, fixtures and fittings in the common facilities and amenities shall be borne and paid equally by all the Gajraj Aashirwad owners.

j) That the purchaser shall not throw any garbage, dirt or water on the open space, to the annoyance of the other apartment owner and will extend co-operation, that is essential to harmony and peaceful enjoyment of Flat/Apartment, shall without any reservation to be extended by the Purchaser towards other apartment owners and she/he shall sustain from doing any act or thing which may cause incoveyance or nuisance to the Apartment Owners.

k) That the Purchaser shall to carry out any structural change in the apartment chosen by him/her and shall no way damage the structural frame work of the building, nor shall she/he alter/change the elevation of the said building.

l) It is clearly understood by the purchaser that his right/interest and ownership of the undivided share in the said plot, is not divisible by meters and bounds and for all the time to come it shall remain joint with other owners thereof and under no circumstance he will construct a structure, whether permanent or temporary, on the available open space left out in the said plot or on the terrace of the building. This is applicable all the flats of the Apartment.

m) That the open space available to the said plot if land and terrace of the Apartment building shall always be for common use of all the flat owners in the said building and same shall be used for the purpose intended.

n) If in the future period F.S.I. limit is extended or the permission is granted for the installation of mobile tower from competent authority, in that case or even otherwise entire rights of the terrace will vest with me i.e. Builder & Developer and flat owner will not be entitled to claim any right nor terrace except use of the same.

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SCHEDULE - I
DISCRIPTION OF PLOT PROPERTY

All that peice and parcel of land measuring 4505 Sq.Ft. having Nazul Sheet No. 9, Nazul Plot No. 17/2 of Mouje Sukapur, Tq. & Distt. Akola, within the limits of Municipal Corporation, Akola and in the area popularly known as Ganesh Nagar, Dabki Road, Akola which is bounded as under :-

On the East - Shops & Land of Dr. Shrivastav
On the West - Shops and thereafter 30 feet wide Road
On the North - Main Govt. Road
On the South - Service Lane

SCHEDULE - II
DISCRIPTION OF FLAT PROPERTY

Flat No. ____ on _____ Floor, Carpet Area admeasuring _____ Sq.Mtrs. and Super-Builtup Area _____ Sq.Mtrs. alongwith _____ Undivided Share in land consisting ____ Bedroom, One Hall, One Kitchen Rood and W.C.-Bath, in the building known as **ANKIT SILVER TOWER** and the said flat is bounded as under :-

To the East - _____
To the West - _____
To the North - _____
To the South - _____

This Deed of Apartment is executed at Akola on day, date, month mentioned above and signed in presence of witnesses.

WITNESS :

SIGNATURES
Party No. 1 / Vendor

1._____ _____
(Kishor Mukundlal Agrawal)

2._____ Party No. 2 / Flat Purchaser

_____