

DEED OF APARTMENT

THIS DEED OF APARTMENT IS MADE AND EXECUTED AT PUNE ON THIS
_____ DAY OF **JANUARY** IN THE YEAR **2024**.

BETWEEN

1) MR. SUDHAKAR RAGHUNATH BHALERAO

Age:- ___ years, Occupation:- _____,

PAN NO. _____

2) MRS. VASUDHA SUDHAKAR BHALERAO

Age:- ___ years, Occupation:- _____,

Both are R/at:- Flat No. 10, Raturaj Apartment,
S. No. 116, Kothrud Pune - 411038.

(Hereinafter referred to as the **VENDORS** which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns.)

.....**PARTY OF THE FIRST PART**

AND

MR. VIKRAM VIJAY THATTE

Age - 44 years, Occupation- Service,

PAN NO. ACQPT9083N

R/at:-B-15, Guruchhaya,

Dombivali, Kalyan, Tilaknagar,

Thane- 421201.

(Hereinafter referred to as the **PURCHASER** which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns.)

...PARTY OF THE SECOND PART

WHEREAS the land bearing Survey No. 116, Hissa No. 6B+7A, admeasuring about 3500 sq. mtrs. at Kothrud, Pune- 411029, originally belonged to Shri. Chimnaji Muluk as his ancestral joint Hindu Family property who died in or about in the year 1900 and after his death, the HUF Properties devolved on his three sons viz, Shankar, Narayan and Ramchandra as members of the HUF Family and were so entered in their names and in the names of their successors in title in village Records from time to time.

AND WHEREAS one of the co-sharers, Shri Dattatray the son of the Ramchandra Muluk filed Reg. Civil Suit No. 1883/81 in the Court of the Civil Judge, Jr. Division, Pune, for partition and separate possession of his share against all the co-sharers. The other co-sharers also claimed partition of their shares of respective branches in the said suit. The said suit was decided on 29th March 1982 by mutual consent and the Decree for Partition was passed, the result was the piece of land and some other lands were allotted to the share of the branch of late Shankar which was represented by Shri Kalidas Muluk, Rohidas Muluk being son and Smt. Chandrabhaga, widow and Kum. Anaridi, daughter of late Baban, the only son of late Baban, the only son of Shankar Muluk. The effect to this partition was given in village Record by Mutation Entry No. 8531.

AND WHEREAS Kalidas Baban Muluk died on 2nd August 1984, during his iife time he had executed a will on 21 July 1984, which was duly registered in the office of the Sub-Registrar, Haveli No. 1, Pune, at Sr.No. 5724, bequeathing his share in the property in favour of Shri Rajendra Bal Kharade and on the death of Shri Kalidas B. Muluk, his share in the property devolved on Shri Rajendra Bai Kharade as his legatee;

AND WHEREAS Shri Rajendra B. Kharade, then filed Reg. Civil Suit No. 587 of 1989 in the court of Civil Judge, Jr. Division, Pune, for partition and separate possession of his share against Rohidas Muluk, Smt. Suman Kalidas Muluk, Shri Prabhakar Kalidas Muluk, Mrs Anandi Muluk (Mrs. Kapse since married) and Shri Shivaji Bapu Kharabe, legatee of late Chandrabhaga Muluk who died on 1st January 1988. This suit was also compromised and decree for partition and separate possession of individual shares of the parties was passed on 23rd April 1993;

AND WHEREAS according to this Decree, the piece of land i.e. Survey No. 116, Hissa No. 6B+ 7A, admeasuring about 3500 sq. mtrs. from and out of which an area admeasuring 900 sq.mtrs. was allotted to Rajendra Bal Kharade. And an area admeasuring 1500 sq mtrs. Was allotted to Smt. Suman Kalidas Muluk and her son Prabhakar Kalidas Muluk and an area of 550 sq. mtrs. was allotted to Mrs. Anandi Balwant Kapse and an area of 550 sq. mtrs. was allotted to Shri Shivaji Bapu Kharabe. The effect of this division in village Records was given by Mutation Entry No. 11460;

AND WHEREAS the above said land owners are thus fully seized, possessed of or otherwise well and sufficiently entitled to the Schedule 'I' property described hereunder;

AND WHEREAS Smt. Suman Kalidas Muluk and Prabhakar Kalidas Muluk at Sr. Nos. 1 & 2 filed return under Section 6 (1) of the ULC Act, which was numbered as Case No. 856 -MU. Shri Rajendra Bal Kharade at Sr No. 3 filed his Return under Section 6 (1) of the ULC Act which was numbered as Case No. 1925 -KH. Mrs. Anandi Kapse and Shri Shivaji Kharabe at Sr. Nos. 4 and 5 held only 550 sq. mtrs. of land each, did not file any Return under the ULC Act as they held far less area individually than the limit prescribed under the UIC Act;

AND WHEREAS the ceiling Case No. 856 - MU in respect of Suman Muluk and Prabhakar Muluk was decided by the Competent Authority on 28th February 1995 declaring that both of them do not hold any surplus vacant land. Similarly, the ceiling Case No. 1925 - KH of Shri Rajendra B. Kharabe was decided by the Competent Authority on 18th June 1998 declaring him not holding any surplus land;

AND WHEREAS the land owner Smt. Suman Kalidas Muluk intended to develop the said plot but not being able to do so by reason of business preoccupations and hence concluded to entrust the work of development of the said Schedule 'I' property to the person / firm of competence in the said field;

AND WHEREAS accordingly Smt. Suman Kalidas Muluk and Prabhakar Kalidas Muluk at Sr. Nos. 1 & 2 respectively executed Agreement of Sale and Development dated 28th January 1994 in respect of area of 1500 sq.mtrs. belonging to them in favour of the Developer M/s. M. K. Constructions and also executed Irrevocable Power of Attorney in favour of the partners of M/s M. K. Constructions;

AND WHEREAS the land owners at Sr. No. 3 Mr. Rajendra Bal Kharade executed an Agreement of Sale and Development dated 28th January 1994 in favour of the developer M/s. M. K. Constructions herein in respect of area admeasuring 900 sq. mtrs. belonging to him and also executed an Irrevocable General Power of Attorney in favour of the partners of M/s M.K Constructions;

AND WHEREAS Mrs. Anandi Balwant Kapse and Shri Shivaji Babu Kharabe at Sr. Nos. 4 & 5 respectively have executed an Agreement of Sale and Development dated 31st January 1994 in favour of the developer M/s. M. K. Constructions in respect of area admeasuring 1100 sq. mtrs. belonging to them and also executed Power of Attorney in favour of Mr. Hemraj S. Mundada and Mr. Rajendra B Kharade the partners of M/s M. K. Constructions on 8th September 1995;

AND WHEREAS M/s. M. K. Constructions herein has thus obtained the development rights in respect of the total area of 3500 sq.mtrs. of Survey No. 116, Hissa No. 6B +7A, Kothrud, Pune, from the land owners herein;

AND WHEREAS the developer M/s. M. K. Constructions has decided to develop the said plot by making construction of buildings consisting of residential tenements to be sold on ownership basis to the prospective purchasers;

AND WHEREAS the developer M/s. M. K. Constructions has submitted the Building Plans to the Pune Municipal Corporation and the Pune Municipal Corporation had sanctioned the Building Plan/s vide Commencement Certificate No.6108 dated 9th July 1999 and Revised Commencement Certificate No. 5134 dated 18th July, 2002 respectively and pursuant to the said sanctioned plans the developer M/s. M. K. Constructions commenced, the construction of the buildings consisting of stilt/ ground & six upper floors & after completing the construction of the building the developer M/s. M. K. Constructions applied and obtained Completion Certificate bearing No. 66 dated 23-5-2003.

AND WHEREAS the developer M/s. M. K. Constructions agreed to sale the said Flat which is more particularly described in Schedule II herein to Mr. Sudhakar Raghunath Bhalerao and Mrs. Vasudha Sudhakar Bhalerao (Present Vendors) by made and executed Agreement dated 24/04/2001 and the same is registered at Sr. No. 4519/2001 (New No. 14813/2001) in the office of Sub-Registrar Haveli No. 4, Pune dated 24/04/2001.

AND WHEREAS the developer has submitted the said scheme as per the provision of the Maharashtra Apartment ownership Act, 1970 and accordingly executed Deed of Declaration dated 25/06/2004 and the same is registered at Sr. No. 4080/04 in the office of Sub-Registrar Haveli no. 4, Pune dated 25/06/2004.

AND WHEREAS the developer has made and executed separate Deed of Apartment in favour of Mr. Sudhakar Raghunath Bhalerao and Mrs. Vasudha Sudhakar Bhalerao (Present Vendors) dated 08/06/2004 and the same is registered at Sr. No. 4374/2004 in the office of Sub- Registrar Haveli No. 4, Pune dated 08/07/2004.

AND WHEREAS the Vendors for just and sufficient reasons decided to dispose off the said Flat/Apartment and the Purchaser being in need of dwelling house was in search for suitable premises in the said locality, and therefore Purchaser has approached to the present Vendors. The Vendors after giving assurance on the title of the said Flat/Apartment and on being satisfied the Purchaser has decided to purchase the said Flat/Apartment from the

present Vendors. Hence, he has offered to purchase the said Flat/Apartment for **Rs.70,00,000/- (Rupees Seventy Lakhs only)** and offer being found reasonable the Vendors have agreed to sell and transfer the said Flat/Apartment to the Purchaser. And hence the Vendors have made and executed present Deed of Apartment in favour of the Purchaser.

NOW, THIS DEED WITNESSES, and it is hereby mutually agreed by and between the parties as follows:-

- 1) That the consideration of the total amount of **Rs.70,00,000/- (Rupees Seventy Lakhs only)** paid by the Purchaser unto the Vendors, as detailed below, the Vendors has hereto sale, transfer, assign and convey all rights, title, interest and possession of the said Flat/Apartment which is described in the Schedule II hereunder unto and in favour of the Purchaser **TO HAVE AND TO HOLD FOREVER** and the Purchaser has accepted the same from the Vendors.

- 2) That the total consideration amount of the said Flat/Apartment is agreed of **Rs.70,00,000/- (Rupees Seventy Lakhs only)** and Purchaser has paid the total consideration amount to the Vendors as follows:-

<u>Sr. No.</u>	<u>Amount Rs.</u>	<u>Mode of Payment</u>
1)	Rs. _____/-	(Rupees _____ Only) Paid to the Vendors by Cheque/RTGS No. "_____" drawn on _____, dated ___/___/2023 in favour of _____
2)	Rs. _____/-	(Rupees _____ Only) Paid to the Vendors by Cheque/RTGS No. "_____" drawn on _____, dated ___/___/2023 in favour of _____
3)	Rs.70,000/-	(Rupees Seventy Thousand only) Purchaser has directly paid to the Income tax Department as 1% TDS amount on behalf of the Vendors.

4)	Rs. _____/-	(Rupees _____ only) Paid to the Vendors by Cheque/ RTGS No. " _____ " drawn on _____, dated ____/____/2023 in favour of _____
	Rs.70,00,000/-	Total (Rupees Seventy Lakhs only)

- 3) That the Purchaser has thus paid unto the Vendors total consideration amount of **Rs.70,00,000/- (Rupees Seventy Lakhs only)** and the receipts whereof the Vendors do hereby acknowledged unto the Purchaser.
- 4) That the said Flat/Apartment is free from all encumbrances, charges, demands in whatsoever nature.
- 5) That the Vendors assured to the Purchaser that, they have not created any third party interest against the said Flat/Apartment and/or either by orally or written agreement agreed to transfer the said Flat/Apartment to any third person except the Purchaser and the title of the said Flat/Apartment is free from all encumbrances.
- 6) That the Vendors have represented to the Purchaser that, they are absolute owners of the said Flat/ Apartment and it is their self -acquired property and no other person has any right or claim of whatsoever nature in to or upon the said Flat/ Apartment and they are having full and absolute authority and empower to sell/ transfer/ assign the said Flat/ Apartment in favour of the Purchaser.
- 7) That the Vendors assured to the Purchaser that, the said Flat/Apartment is not subject matter of attachment, acquisition, requisition, and reservation from Govt., Semi. Govt. and /or Local Authority and the Vendors have not received any notice till today from concerned Authority.
- 8) That the said Vendors assured to the said Purchaser that, the said Flat/Apartment is clean, clear, and marketable title and free from all encumbrances as sale, mortgage, lease, leave and license, tenancy, attachment, etc. and they have not borrowed loan from any financial Institution against the said Flat/Apartment and there is not a subject-matter of any litigation, domestic dispute, acquisition or reservation on

the said Flat/Apartment and the Vendors have not received any notice till today from concerned Authority.

- 9) That the Purchaser has paid full and final consideration amount of the said Flat/Apartment to the said Vendors as above mention in clause No. 2 and therefore the Vendors have handed over the actual and physical peaceful possession of the said Flat/Apartment which is more particularly described in Schedule II to the Purchaser on today's date as mutually decided between both the parties and the Purchaser are also agreed thereto.
- 10) That the Electricity bill, the Govt. and all the municipal taxes have paid by the Vendors up to date till today and the receipts of the same given to the Purchaser and the Purchaser are also to pay the same hereinafter.
- 11) That the Purchaser is agreed to enter into this Deed of Apartment on the strength, faith and relying on the aforesaid declaration and representation made by the Vendors and upon the Purchaser are having satisfied about the marketable title of the Vendors to the said Flat/Apartment.
- 12) The Vendors have handed over all title documents and copies of other relevant papers in respect of the said Flat/Apartment to the Purchaser.
- 13) That this Deed of Apartment shall always subject to the provisions of Maharashtra Apartment Ownership Act, 1970 and rules made then under.
- 14) That the Purchaser has paid necessary expenses i.e. Stamp duty, Registration Fees, Advocate Fee and any other expenses as may be required at time of execution of this Deed of Apartment.

DESCRIPTION OF THE PROPERTY

SCHEDULE - I

All that piece & parcel of the property bearing S No. 116, Hissa No. 6B+7A, area admeasuring about 3500 Sq. Mtrs., situated at village Kothrud, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation and also within the jurisdiction of Sub-Registrar Haveli, Pune and the same is bounded as follows :-

On or towards East :- By S. No. 116, Hissa No. 1-3B-4B-5B & 7C ,
On or towards South :- By S. No. 116 (part),
On or towards West :- S. No. 89,
On or towards North :- By S. No. 116, Hissa No. 5-D and 6-D.

SCHEDULE - II

All that piece and parcel of the Flat / Apartment No. 10, situated on the Third floor, area admeasuring 549 sq. ft. i.e. 50.99 sq. mtrs., Built Up, together with 1.05 % undivided share in the common area and facilities in wing No. B, in "RUTURAJ APARTMENT", lying and situated at S. No. 116, Hissa No. 6B + 7A, situated at village Kothrud, Pune, Taluka Haveli, Dist. Pune, within the limits of Pune Municipal Corporation and also within the jurisdiction of Sub-Registrar Haveli, Pune

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS DEED OF APARTMENT ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

1) MR. SUDHAKAR RAGHUNATH BHALERAO

**2) MRS. VASUDHA SUDHAKAR BHALERAO
(VENDORS)**

**MR. VIKRAM VIJAY THATTE
(PURCHASER)**

WITNESSES:-

1) Sign:-
Name:-
Address:-

2) Sign:-
Name:-
Address:-