

## DEED OF APARTMENT UNDER THE PROVISIONS OF THE MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970

THIS DEED OF APARTMENT is made and executed at \_ on this \_  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ **BETWEEN M/s. XYZ**, a partnership firm  
registered under the Indian Partnership Act, 1932, having its registered office  
at \_\_\_\_\_, through its duly Authorized  
Partner \_\_\_\_\_, hereinafter referred to as **“THE PROMOTER”** (which  
expression shall, unless it be repugnant to the context or meaning thereof, be  
deemed to mean and include the said firm and the Partner/s for the time  
being of the firm, the survivors or survivor of them and the heirs, executors  
and administrators of the last surviving partner) of the **FIRST PART; PQR**  
of\_\_\_\_, Indian Inhabitant, having his/her address at  
\_\_\_\_\_, hereinafter  
referred to as **“THE OWNER”** (which expression shall, unless it be repugnant  
to the context or meaning thereof, be deemed to mean and include his/her  
heirs, executors and administrators) of the **SECOND PART; AND (1) TKR**  
**and (2) ABC** both of \_\_\_\_\_, Indian Inhabitants, having their common address  
at \_\_\_\_\_, hereinafter  
collectively referred to as **“THE PURCHASERS”** (which expression shall,  
unless it be repugnant to the context or meaning thereof, be deemed to mean  
and include their respective heirs, executors, administrators and assigns) of  
the **THIRD PART**.

**WHEREAS: -**

- (a) The Owner herein was the Original Owner of all that piece or parcel of land admeasuring \_\_\_\_\_ sq. mts. or thereabout situate, lying and being at \_\_\_\_\_, (hereinafter referred to as **“the said property”**) and the said property is more particularly described in the **“FIRST SCHEDULE”** hereunder written.
- (b) The said property then consisted of land with structures standing thereon. The said structures consisted of \_\_\_ and hereinafter collectively referred to as **“the said structures”**.
- (c) The title of the Owner to the said property arises as under:-  
*(Set out flow of Owner’s title to the said property)*
- (d) The Owner by a duly stamped and registered Agreement for Sale dated \_\_\_\_\_ registered with the Sub-Registrar of Assurances at \_\_\_ under Serial No. \_\_\_\_\_ agreed to sell the said property to the Promoter with understanding to convey the same to the Purchaser, *being the Promoter herein*, or to the body of the Purchasers of the premises constructed in the new building to be constructed on the said property and also entrusted the development of the said property to the Promoter upon the terms and conditions contained therein. The rights of the Promoter in the said property as Developers are those as mentioned in the said Agreement for Sale dated \_\_\_\_\_.

**PAGES 3 TO 9  
NOT AVAILABLE  
FOR PREVIEW**

PREVIEW