

SALE DEED

The Government valuation of the Flat No.____, "SHREE SAI" Carpet Area admeasuring _____sq. meters on _____ floor Constructed on Plot No. 17, part of Gut No. 47, Itkhedda, Aurangabad. Zone no 5.100 is Rs. _____ [30500/Sq.M as on date of Sale Deed i.e. ____/____/____] building known as "SHREE SAI".

The agreed consideration of the Flat No.____ on _____ floor as per Sale Deed Rs. _____ [Rupees _____ only.]

This sale deed is executed on _____th day of _____

M/S SHREE SAI SAKAR BUILDERS AND DEVELOPERS through its Partners namely

1. SHRI KEDAR VIJAYKUMAR PANDE,
PAN NO. AIGPP7163H
Age 42 years, resident of House No. 4-11-46, Opp. Z.P. Office, Beside Bata Showroom, Aurangpura, Aurangabad.

2. SHRI. VIJAYKUMAR JAGNNATHRAO PANDE,

PAN NO. ACEPP9190L

Age 76 years, resident of House No. 4-11-46, Opp. Z.P.
Office, Beside Bata Showroom, Aurangpura, Aurangabad.

(Which expression shall unless repugnant to the context or
meaning shall thereof mean and include their legal heirs,
executors, partners, administrators and attorneys etc.) Hereinafter
referred to as Party to the FIRST PART.

In favour of

L. Shri.

(Which expression shall unless repugnant to the context or
meaning shall thereof mean and include their legal heirs,
executors, partners, administrators and attorneys and
assignees etc.) Hereinafter referred to as Party to the
SECOND PART.

WHEREAS The Collector Aurangabad has already granted
permission to use the property referred under the schedule for non
agricultural purpose vide his N.A Order bearing No. RB/Desh-
B/LND-1/CR/78/84 dt. 12.12.1984.

WHEREAS The Town Planning Officer Aurangabad has approved
the Layout Plan vide his Order bearing No.
AMC/TPS/LYT/2601/87 dt. 27.08.1987 and Plot No. 17,
admeasuring 422.97 Sq. Meter, part of Gut No. 47, Ikhedra,
Aurangabad is from the said layout.

WHEREAS Shri. Namdeo Gopaji Khadke has executed Registered
Sale Deed bearing No. 6095 dtd. 25.05.1989 in favour of Shri.

Prabhakar Gopalrao Deshmukh, Shri. Krishnamurti Ramchandra & Harakchand Balmukund Sethiya with respect to Plot No. 16 to 22.

WHEREAS On the basis of above referred Sale Deed the Revenue Authority has sanctioned Mutation bearing No. 196 and recorded the names of Shri. Prabhakar Gopalrao Deshmukh, Shri. Krishnamurti Ramchandren & Harakchand Balmukund Sethiya on 7/12 Extract of Gut No. 47, Itkheda, Aurangabad as the owners and possessors of Plot No. 16 to 22 Gut No. 47, Itkheda, Aurangabad.

WHEREAS Shri. Sachin Madhukarrao Muley, has purchased Plot No. 17, admeasuring 422.97 Sq. Meter, part of Gut No. 47, Itkheda, Aurangabad, from its previous owners Shri. Prabhakar Gopalrao Deshmukh, Shri. Krishnamurti Ramchandra & Harakchand Balmukund Sethiya vide registered Sale Deed, bearing No. 5309, dated 15.10.2009 registered at the office of the Sub-Registrar, Aurangabad.

WHEREAS On the basis of above referred Sale Deed the Revenue Authority has sanctioned the Mutation bearing No. 1510 and recorded the name of Shri. Sachin Madhukarrao Muley on 7/12 of Gut No. 47, Itkheda, Aurangabad as the owner and possessor of the Plot No. 17, admeasuring 422.97 Sq. Meter, part of Gut No. 47, Itkheda, Aurangabad and his name is continued up-till-now.

WHEREAS Shri. Sachin Madhukarrao Muley has executed registered Sale Deed bearing No. dated 14.10.2010 in favour M/s. Shree Sai Sakar Builders and Developers through its partner, Shri. Kedar Vijaykumar Pande & Shri. Vijaykumar Jagannathrao Pande with respect to the Plot No. 17, admeasuring 422.97 Sq. Meter, part of Gut No. 47, Itkheda, Aurangabad.

AND WHEREAS, the Owner & Developer have prepared a plan for construction of a residential building on the above said plot of land & therefore they obtained the construction permission from the Municipal Corporation, Aurangabad, vide Commencement Certificate, permission No. 884/2010-11 & File No- 762/17/2010-11, dated 19.11.2010.

AND WHEREAS, the Owner & Developer have purchased T.D.R of 170.00 Sq. Mt. and prepared a Revised plan for loading of the T.D.R. for construction of a residential building on the above said plot of land & therefore they obtained the revised construction permission from the Municipal Corporation, Aurangabad, vide Commencement Certificate, permission No. 107/2012-13 & File No- 867/17/2011-12, dated 05.05.2012.

AND WHEREAS Deed of Declaration under Section 2-A of Maharashtra Apartment Ownership Act 1970 has been registered on 1st March 2011, Registration No.AGG-1/1224/1/26/2011.

WHEREAS M/s. Shree Sai Sakar Builders and Developers through its partners have executed this supplementary Deed of Declaration by adding the description of additional construction in Registered Deed of Declaration bearing No. AGG2/4606, dated 18/07/2012.

AND WHEREAS the flatned building being constructed on the above plot will consist of 9 residential flats.

The building to be constructed on the above plot will be known as

"SHREE SAI"

All the flats being constructed on the above plot will be the residential flats having common staircases & other common facilities, having common access for independent use in the common areas & facilities.

Condominium shall be known as

"SHREE SAI"

Each owner of the flat will obtain specific & exclusive property rights, each flat is detachable & transferable as immovable property within the meaning of any law for the time being enforce in the state of Maharashtra, & also an undivided interest in general common areas, common facilities of the building, as listed in this declaration for their adequate enjoyment & herein referred as general common areas & facilities.

The provisions of Maharashtra Apartment Ownership Act, & byelaws of the proposed flatbed building shall be in accordance with model by byelaws prescribed in the Rules under The Apartment Ownership Act.

The rights, title & interest of each owner of the unit in the general common areas unless mentioned specifically & other facilities & their shares in the profit & common expenses in the said general areas & the facilities, as well as representation for voting purpose in the meeting of the association of the apartments owners of this condominium shall be equal.

Each of the unit holder is & shall continue to be liable to pay share of taxes allocable on the common areas, common facilities, electricity bill for common meter, & Lift , Lift maintenance, (unit No. 1 of ground floor will be exempted from lift's light bill & Lift's maintenance Charges.) common supports as also has share for the electricity consumed for common water charges which are being charged from time to time. Each of the unit holders is & shall also be liable to pay taxes allocable to his flat & for all said purposes, the unit holder shall get his unit assessed from the Aurangabad, Municipal Corporation. He is also liable to the charges of the electricity consumed by him on the premises, as per the meter reading for which each unit shall obtain a separate meter.

The Plot or Land on which apartment is being constructed is free from all encumbrances.

The general common areas & facilities unless mentioned specifically shall be deemed to be undivided & cannot be separated without unanimous consent of apartment owners in writing & duly registered by law.

The apartment owners shall not exempt him from liabilities for contribution towards the common expenses. The owners & unit holders shall form an association of apartment owners as provided under The Maharashtra Apartment Ownership Act 1970. The said association shall be governed by laws & those shall be binding on each of the apartment unit holder & the said byelaws shall not be changed except by unanimous consent of all the members of association, obtained in writing, by duly executed deed of amendment to be registered with concerned authorities.

That the right, title & interest of each owner of a family unit in the general common area & facilities listed under their share in the profits & common expenses in the said general common areas & facilities, as well as the representation for voting purposes in the meeting of the association of Apartment Owners of the Condominium is based on the value of each family unit to the total value of all family units. That, the dedication of this property to the plan of apartment ownership shall not be revoked from the plans of the apartment. The unit holder should not make any changes which will affect the structure of the building.

That the general &/or restricted common areas & facilities shall remain undivided & no owner shall bring any action for partition or division thereof. The terraces/spaces/parking areas specifically allotted to the flats adjacent to them shall not be treated as common areas.

That the undivided interest in the general and/or restricted common areas & facilities shall not be separated from the family unit to which it is allotted & shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

That, no apartment owner of a family unit may exempt him self from liability for his contribution towards the common expenses by waiver of the use or the enjoyment of any of the general and/or restricted common areas & facilities or by the abandonment of his family unit. The common expenses to be paid against common electricity bill, water charges will be equally divided & expenses such as property tax will be proportionate to the area occupied by the flat owner.

That if the property, subject to the plan of Apartment Ownership is totally or substantially damaged or destroyed the repair, reconstruction, or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

That the Manager or Board of Managers of the Association shall be formed & it shall obtain & continue in effect blanket property insurance covering family units but without prejudice to the right of the owner of the family unit to obtain individual family unit insurance. That, insurance premium for any blanket insurance coverage shall be common expenses to be paid by monthly assessment levied by the Association of Apartment Owners.

That, the responsibility of formation of association of flat Owners, mutations to be done in the concerned local authorities like AMC/MSEB of flat owners lies with the residents of the building.

That each apartment owners shall comply with the provisions of this Deed, bylaws decisions & resolutions of the association of the

Apartment Owners or representations & failure to comply with such provisions, decisions or Resolutions shall be ground for actions to recover the sum or damages.

That the undivided interest in the general common areas & facilities unless mentioned specifically shall not be separated from the unit operations. That the interest of each unit holder in the total building & the flat will be proportionate to the areas of his unit, to the total built up area either present or future of the building.

Each of the purchaser of the unit in building shall be deemed to have become the member of the association & shall be entitled on his pro-rata share in the common amenities, common facilities, & in the owner ship of the land & also hold liable to pay the pro-rata share in the common expenses allocable to him without any additional deed or documents being required to be executed by the purchaser of such unit by the Developers.

Each of the purchasers of the unit shall be liable to pay equal amount towards the contribution of charges for common meter electricity bill, water bill, monthly expenses of building, irrespective of the area he possesses in the building.

The Registration charges, Stamp duties, G.S.T., MSEDCL meter deposit & charges will be borne by the Purchaser & the above stated cost of the flat shall not include these charges. Any other taxes or charges imposed in future shall be borne by The Purchaser.

Nothing contained in this Deed is intended to be nor shall be construed as a grant demise or assignment in Law of the said premises or of the said property & building or any part thereof. The PURCHASER shall have no claim except in respect of the premises hereby agreed to be sold by the DEVELOPER to him.

The Purchaser will be liable to pay each & every charges payable to Government departments, local authorities after possession of the flat.

In case of change of the F.S.I./TDR Rules & in case the F.S.I./TDR is increased in future, the owner/developer shall be entitled to develop the said increased F.S.I./TDR at his own cost and by obtaining necessary permission for construction from AMC with respect to the increased F.S.I./TDR.

The Developers shall be fully entitled to acquire TDR (Transfer of Development Rights) and use/consume the same on the said property by putting further and additional construction/structure as per law.

WHEREAS the VENDOR agrees to sell and the PURCHASER AGREES TO PURCHASE the entirety of the premises Flat No. _____ constructed on Plot No. 17, Gut no. 47, Ikhrda, Aurangabad & thereby requested to allot him the Flat No. _____, on _____ Floor, in the building commonly known as "SHREE SAI" having Carpet Area admeasuring _____ sq. meters on _____ floor Constructed on Plot No. 17, part of Gut No. 47, Ikhrda, Aurangabad.

WHEREAS Above described Flat and referred under the Schedule has been sold by the Vendor in favor of the Vendee for a consideration of Rs. _____ [Rupees _____ Only].

THE VENDEE has paid the VENDOR sum of Rs. _____/- [Rupees _____ Only] towards part consideration and Balance Rs. _____/- [Rupees _____ Only] At the time of sale deed, detailed as below

Sr. No.	Amount in Rupees	Cheque /DD /P.O.No./Cash	Date of the Cheque	Name of the Bank
1				
2				

Thus total amount of Rs. _____ /-[Rupees _____ Only] described as above towards the total consideration for the flat referred under the schedule sold by the Vendor to the Vendee has been received by the Vendor from the Vendee.

The Vendor now has in himself good right, full power and absolute authority to grant and sell the said premises hereby granted and sold of intended so to be unto and to the use of the Purchaser in manner aforesaid. The purchaser shall and may at all times hereafter peaceably and quietly enter upon, hold, possess and enjoy exclusively the said premises hereby granted or expressed so to be with the said appurtenance and receive the rents issued income and profit thereof and of every part thereof for his own use and benefit without any suit, lawful, eviction, interruption and claims and demand whatsoever from or by the Vendee or any person or persons lawfully claiming or in claim by, from, under or in trust for the Vendor and all persons having or lawfully claiming any estate right of interest whatsoever at law in the said premises hereby granted, sold, expressed so to be by, from, under or in trust for the Vendor AND

and the said premises are free and clear and freely and clearly and absolutely and forever released and discharged or otherwise by the Vendor and well and sufficiently saved, kept harmless and indemnified of, from and against all former and other estate, title charges and encumbrances whatsoever had made executed occasioned or suffered by the Vendor or any other persons or persons lawfully claiming or in claim by from under or in trust for the Vendor and the Vendor shall and will from time to time and at

all times hereafter at the request and costs of the Purchaser do execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in the law whatsoever for the better further and more perfectly and absolutely granting the said premises hereby granted and sold unto and to the use of the purchaser in the manner aforesaid as by the Purchaser or his Counsel in law shall be reasonably required.

AND the Purchaser for himself his heirs, executors, administrators and assigns both hereby covenant with the Vendor and/or other co-owners of the other units in the said building that shall use the said flat or apartment for residential purpose only and for no other purpose.

The purchaser shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement nor shall the purchaser add any material structure or excavate any additional basement or cellar without, in every such case, the unanimous consent of all the other apartment owners in the said condominium being first obtained.

And the Vendor hereby covenant with the purchaser that the vendor will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the costs of the purchaser produce or cause to be produced to the purchaser or his Advocate or agent or at any trial, commission, examination or otherwise as occasion shall require all or any of the deeds and writings, written for the purpose of showing his title to the said land, and premises described in the Schedule hereunder written and also at the request and costs, deliver or cause to be delivered unto the purchaser such attested or other copies or extracts of and from the said Deeds and writings or any of them as the Purchaser may require and will in the meantime unless prevented as aforesaid

keep the said Deeds and writings safe un-obliterated and un-cancelled. AND IT IS HEREBY declared and agreed that in case Deeds and writings hereinbefore covenanted to be produced or any of them shall at any time hereafter be delivered by the vendor to any other person or persons for the time being entitled to the benefit of the covenant for production hereinbefore contained and without expenses to him, a covenant for production hereinbefore contained and without expenses to him, a covenant for the production and furnishing copies of the said Deeds and writing which shall have been so delivered up, similar to the covenant hereinbefore contained them and in such case the said last mentioned covenant shall forthwith be null and void so far as regards the deeds and writings to which the said substituted covenant shall relate.

The Flat sold is within the limits of District Sub-Registrar, District Aurangabad and within the limits of Municipal Corporation, Aurangabad.

The Vendor has handed over the actual possession of the Flat referred under the Schedule to the Vendee and the Vendor accepts the execution of the Sale Deed and the Vendor has entered into the possession of the flat as an absolute owner. The Vendor being the absolute owner of the Flat referred under the schedule, has sold the same to the Vendee under this sale deed, having the absolute right to sale the Flat to the Vendee with his free will and consent; and the Vendor has received the entire consideration of the Flat sold and referred under the schedule from the Vendee.

The Vendee has now become the absolute owner of the Flat under this Sale Deed who shall enjoy the property Flat quietly and peacefully and as an absolute and lawful owner of the same. The actual possession of the property Flat, has been handed over by the Vendor to the Vendee in all respect.

The VENDOR hereby agrees, that, the purchaser shall be entitle & get all the legal rights of common use & enjoyment of the staircases, the terrace of the building, & all the common open places including parking for the common use for all the flat holders in the said apartment & the Plot.

This sale deed is executed by the Vendor in favour of the Vendee in respect of immovable property Flat No. _____, constructed on Plot No. 17, Gut No. 47, Itkheda, Aurangabad & thereby requested to allot him the Flat No. _____ on _____ Floor, in the building commonly known as "SHREE SAI" situated at Plot No. 17, Gut No. 47, Itkheda, Aurangabad. All the rights and the title of the Vendor its above flat are duly and absolutely transferred in favor of the Vendor under this sale deed and now the Vendee _____ has become the exclusive and absolute owners of the said Flat No. _____, constructed on Plot No. 17, Gut No. 47, Itkheda, Aurangabad and he shall enjoy the said property flat for ever as the owner.

SCHEDULE - I

- **Description of Plot with Boundaries**

All the piece and parcel of the plot No. 17, admeasuring 422.97 Sq. Meter, part of Gut No. 47, Itkheda, Aurangabad, which is bounded as follows.

- **Boundaries of the Plot.**

East	Plot NO. 19
West	9 Meter Wide Road
South	Plot No. 16-A, 16-B
North	7.5 Meter Wide

SCHEDULE - II

Flat No. _____ on _____ Floor, in the building commonly known as "SHREE SAI" area admeasuring Carpet Area admeasuring Flat No. _____ "SHREE SAI" Carpet Area admeasuring _____ sq. meters on _____ floor Constructed on Plot No. 17, part of Gvt No. 47, Itkheda, Aurangabad.

Boundaries:

East	
West	
South	
North	

IN WITNESS WHEREOF THE PARTIES HERETO HAVE
CAUSED THIS AGREEMENT EXECUTED ON _____th DAY OF _____

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED DEVELOPER
Developer

M/S SHREE SAI SAKAR BUILDERS AND DEVELOPERS
through its Partners namely

- 1) SHRI. KEDAR VIJAYKUMAR PANDE,
PAN NO. AIGPT7163H
- 2) SHRI VIJAYKUMAR JAGNNATHRAO PANDE,
PAN NO. ACEPT9190L

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED PURCHASER

1) _____

IN PRESENCE OF

Witness

1) _____

2) _____