

SALE DEED

Sale Deed of a Basement hall/shop/flat in "TOWN IMPERIA" located at Kanchanwadi Aurangabad. The stamp value of Rs.-----/- and actual sale value Rs. -----/-.

This Sale Deed is executed today on _____ day of ----- 2017, at Aurangabad, between :-

M/S TOWN CONSTRUCTIONS,

A partnership firm having its office at flat no.F-4,Khivansara Woods,Ulkanagari,Garkheda Parisar, Aurangabad Through its partners:

1. Radheshyam Dnyanbarao Davhale,

Age: 35 years, Occupation : Business,
R/o: F-4, Khivansara Woods, Ulkanagari,
Garkheda, Aurangabad
PAN : AHRPD1397H

2. Varsha W/o.Radheshyam Davhale,

Age: 32 years,Occupation business,
R/o: F-4, Khivansara Woods, Ulkanagari,
Garkheda, Aurangabad
PAN: AIVPD3311L

(Hereinafter called as 'Owner/Vendor/Builder' which expression shall mean and include all the present and future partners of the firm through their heirs, successors, legal representatives, executors, administrators & assignees etc.)

A N D

1) **Mr.** _____ **S/o** _____,
Age : _____ Years, Occupation :- _____
PAN: _____

&

2) **Mrs.** _____ **W/o.** _____
Age : _____ Years, Occupation :- _____
PAN: _____

R/o.: _____,

(Hereinafter called as "Purchaser/s which expression shall mean and include all his heirs, successors, legal representatives, executors, administrators and assignees).

WHEREAS the property plot no. 76 admeasuring 337.25 sq. meter plot no.94-A admeasuring 253.50 sq. m and plot no. 95 admeasuring 405.10 sq. meter as such totally admeasuring 995.85 sq. meters in land gat no. 14/P at Kanchanwadi, Aurangabad along with transferrable development rights received vide certificate no. AMC/TP/BRC/D/65/2012 dated: 8.8.2012 to the extent of 398 sq. meter, and which is specifically described in Schedule "A" was owned and possessed by Santosh Devidas Dhanuka.

AND WHEREAS, the said Santosh Devidas Dhanuka obtained permission for construction from Municipal Corporation Aurangabad on dated: 9.12.2013s in file No. 27/17/2013-14 and thereby to construct a commercial cum residential apartment on the said property.

AND WHEREAS the said Santosh Dhanuka sold the property described in SCHEDULE 'A' along with construction permission to the OWNERS/BUILDERS under the registered sale deed dated: 10.06.2014 registered at Sr. no. 4070. And at that time Radheshyam D.Davhale & Prakash U.Vidhate was the partners of Builder firm M/s. Town Construction.

AND WHEREAS, declaration U/s.2 of the Maharashtra Apartment Ownership Act is executed and registered on dated: 28/01/2015 at sr. no.688 and thereby proposed building nomenclature as "TOWN IMPERIA" is submitted to the provisions of the Maharashtra Apartment Ownership Act.

AND WHEREAS the purchaser has gone through all the above referred documents and he is also totally satisfied with the title of the property and thereafter he requested the builder to allot the Hall/shop/ Flat No.----- (---- BHK) admeasuring ----- Sq.Mtr. built up area on ----- Floor in "TOWN

IMPERIA" building at Gut no. 14/P at Kanchanwadi, Aurangabad which is specifically described in Schedule-B hereunder and the builder also agreed for the same and accordingly a registered agreement to sale came to be executed between the parties, on dated -----, registered at Sr.No.-----.

AND WHEREAS, by virtue of retirement cum admission of partnership Dt.20/10/2016 regd. At. Sr.No.6550, Mr. Prakash U.Vidhate retired from builder firm and Mrs. Varsha Radheshyam Davhale is admitted as its partner.

AND WHEREAS, Builder completed the construction of the building and particularly the Hall/shop/ Flat under sale described in Schedule "B" and therefore, this sale-deed is being executed on the following terms and conditions :-

1) That the Builder sold the Hall/shop/flat No.----- (----BHK) admeasuring ----- Sq.Mtr. built up area on ----- Floor in "TOWN IMPERIA" building at Gut no. 14/P at Kanchanwadi, Aurangabad which is specifically described in Schedule-B to the purchaser for the consideration of Rs. -----/- (Rupees ----- Only) and purchaser paid the entire consideration amount of Rs. -----/- (Rupees ----- Only) to the builder, as under:

Sr. No.	Cheque Number	Bank's Name	Date	Amount
01.				
02.				
03.				
Total				

As such builder received entire consideration amount from the purchaser and there is no disputed for the same.

2) That the builder delivered the possession of the unit under sale to the purchaser today only and Purchaser obtained the possession after taking the inspection of the same, getting the area of the same measured by expert person and after fully being satisfied about the quality of construction, material used therein and area of the Flat and the purchaser has no grievance about the same. The purchaser can use and enjoy the possession of unit under sale as an absolute owner thereof without any obstruction in his possession or any third party and if any obstruction is caused in the title

and possession of the purchaser, the same will be cleared and defended by the Builder /owner at her own cost, risk and responsibility.

- 3) That the Builder and Owner hereby declare that the units under sale is free from all types of encumbrances and it is not subject to any mortgage, lease, lien or any agreement nor even have obtained any loan of any Govt., Financial Institution or Private Party on the same. If, any dues are found on the unit under sale, the same will be paid by the builder.
- 4) That the builder has paid all the charges, taxes and cess of the State Govt. and that of Local Authority in respect of unit under sale up to the date of this deed of sale and if any dues are found in this respect the same will be paid by the owner and builder.
- 5) That the purchaser will be bound to be the member of the association and he will have to pay the membership fees and regular monthly subscription of the Association.
- 6) That the tenement under sale will be governed by the provisions of Maharashtra Apartment Ownership Act and all the terms and conditions mentioned in the deed of declaration referred above will be binding upon purchaser.
- 7) That from the date of possession of tenement, the purchaser will be bound to pay all the Municipal taxes or charges and other taxes attributable to the tenement purchased by him, whether assessed separately or not.
- 8) That, after obtaining possession of unit, the purchaser shall not cause any structural change in the tenement purchased by him at any time. But however, he will be at liberty to do interior decoration, furniture, fixtures etc. as desired by him at his own cost.
- 9) That the purchaser shall use the tenement in such a fashion that it will not cause any obstruction or interference is caused to the occupier of the other Hall/shop/flats in the tenement either because of her own conduct or conduct of her family members or any person visiting him.
- 10) That, the purchaser shall not cause any such act thereby causing any damage to the RCC structures, flooring, common walls or other items and thereby cause any damage to the building as a whole.
- 11) That, Builder is entitled to carry on further construction on terrace of building by consuming remaining FSI of the property described in Schedule "A" or purchase TDR or in case FSI of property is increased, and the unit Purchaser will have no objection for raising such further construction on terrace of the building. Due to such further construction the undivided

interest of the unit purchase in the common area and facilities will also be proportionately reduced.

12) If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Builder to the Purchaser of any tenement in the building, such respective buyer and occupier of the such tenement shall use the same being open space or terrace etc., and not entitled to erect any type of permanent or temporary structure thereon or cover any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed; and if any such buyer or occupier of tenement holders in the building commit breach of this condition, the Builder herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers and recover the cost of removal and damages caused to the building from such buyer. In light of this condition, the Purchaser herein undertakes to abide abovesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use.

13) The Purchaser/s are strictly prohibited to make any additional opening in external walls in any manner for any purpose and further shall install cooling equipments at the places provided for the same inside the duct and any unit shall not be seen on external elevation.

14) If the Purchaser desire to have the housing loan or any loan against the security of the said accommodation then, the Purchaser/s herein shall inform in writing to the Builder as to the details of such loan amount, name of the financial institute and submit the sanction letter to the Builder and thereafter the Builder herein will issue required no objection certificate etc., along with copies of necessary documents to the Purchaser/s alone shall be liable to pay the same.

SCHEDULE "A"

All that part and parcel of property plots no.76 admeasuring 337.25 sq. meter plot no.94-A admeasuring 253.50 sq. m and plot no. 95 admeasuring 405.10 sq. Meter as such totally admeasuring 995.85 sq. meters and bounded by :-

EAST: Plot no. 77 and 94
WEST: 9 mtr wide road
SOUTH: 15 mtr wide road
NORTH: 7.5 meter road.

Situated in land gat no. 14/P at Kanchanwadi, Aurangabad along with transferrable development rights received vide certificate no. AMC/TP/BRC/D/65/2012 dated: 8.8.2012 to the extent of 398 sq. meter,

SCHEDULE-B

Hall/Shop/Flat No. ----(----BHK) admeasuring ----- Sq. Mtr. Built up area and bounded by :

East :-----

West :-----

North :-----

South :-----

on ----- Floor, in "TOWN IMPERIA" building at Gut no. 14/P at Kanchanwadi, Aurangabad constructed on the property described in Schedule-A and specifically, demarcated in red lines in the map annexed hereto ,

IN WITNESS WHEREOF, THIS AGREEMENT TO SALE IS EXECUTED ON __ th DAY OF -----, 2017 AT AURANGABAD.

Name of the Parties	Thumb	Photograph	Signature
Partners of M/S TOWN CONSTRUCTIONS, 1.Radheshyam S/o.Dnyanbarao Davhale			
Partners of M/S TOWN CONSTRUCTIONS, 2. Varsha w/o Radheshyam Davhale			
PURCHASER 1.Mr. ----- S/o -----,			
PURCHASER Mrs. ----- W/o.-----			
Witness:-			
1.----- Age:----- Years,Occ.----- R/o.-----.			
2.----- Age:----- Years,Occ.----- R/o.-----.			