

SALE DEED/CONVEYANCE DEED

This SALE deed is executed at **Paithan** on this ____ day of _____, 2019

BETWEEN

Thange constructions through its sole proprietor **Mr. Baburao Punjaram Thange**, (Aadhar no. 5558-6447-2076) son /daughter of Punjaram Sambhaji Thange, age about 60 Years, residing at Goraksh Nagar Bhaji Mandi, Bidkin, Tq. Paithan, Dist. Aurangabad, (PAN AEDPT4723Q), Through **GPA** holder **Mr Sandeep s/o Baburao Thange** (Aadhar no. 2529-3678-2233, hereinafter called the “**Promoter**” being party of the FIRST PART;

AND

1) _____ (Aadhar no. _____) son of _____, aged about ____, (PAN- _____)

2) _____, (Aadhar no. _____) aged about __, Both R/o. at **Bidkin, Tq. Paithan, Dist. Aurangabad.**, hereinafter called the “**Buyer**”; (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) being party of the SECOND PART

All parties to this SALE Deed i.e. Promoter, Confirming Parties and the Owner are hereinafter collectively referred to as the “Parties” and sometimes individually referred to as “Party.

DEFINITIONS:

In this SALE Deed, unless repugnant or contrary to the context, and in addition to terms otherwise defined herein, following terms shall have meanings assigned herein below -

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 and subsequent amendments thereto;
- (b) “Adjudicating Officer” shall have the same meaning ascribed to it under the Act;
- (c) “Applicable Laws” shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this SALE Deed or thereafter;
- (d) “Applicable Taxes” shall mean all the taxes, cess, revenue, by whatever name called, payable by the Parties;
- (e) “Association of Buyers” shall mean the condominium / association of the buyers / apartment Buyers in the Real Estate Project as the case may be, which shall be formed by the Promoters under the Applicable Laws;
- (f) “Authority” shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016;
- (f) “Carpet Area” shall have the same meaning as ascribed to it under the Act;
- (g) “Common Areas” shall mean:
 - (i) The entire land for the Complex;
 - (ii) The stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
 - (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
 - (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

- (h) “Competent Authority” shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Said Land and/or the Complex;
- (i) “Force Majeure Event” shall have the same meaning as ascribed to the term “force majeure event” under the Act;
- (j) “Government” means the Government of Maharashtra;
- (k) “Maintenance Agency” shall mean either the Promoters themselves or the Association of Buyers or any third party employed / hired by the Promoters / Association of Buyers carrying out the maintenance services in the Real Estate Project;
- (l) “Rules” means the draft Maharashtra Real Estate (Regulation and Development) 2017;
- (m) “Section” means a section of the Act.
- (n) Total Price” shall have the same meaning ascribed to it.

WHEREAS:

A. The Promoter is the absolute Owner of a contiguous parcel of land Gut No. 52 totally admeasuring 1 Hector 19 are situated at Bidkin, Tq. Paithan, Dist. Aurangabad (hereinafter referred to as the “Licensed Lands”). Confirming Parties have acquired the Owner ship of the by way of ancestral property.

B. The Said Land is earmarked for the purpose of building a Residential project, comprising 1 multistoried apartment buildings on the Plot No. 6 out of 15 Plots in the Non-Agricultural permission granted for the said land and the said Project shall be known as **Sambhaji Residency,**

C. The promoter is under an irrevocable general power of attorney bearing no. 9563/2018 in the office of sub-registrar GR-1 Paithan, in favor of his son namely Sandeep s/o Baburao Thange on 24.12.2018, inter alia to execute and register agreements to sell, apartment Owner agreements, sale deeds and CONVEYANCE DEED etc. and such other documents like declarations, affidavits, possession certificates etc. in respect of the sale/transfer of apartments out of the Thange construction Entitlement in the Complex in favour of the prospective buyers, as may be required, on such terms and conditions as may deem fit and appropriate by Thange construction; to receive/recover sale consideration from the prospective buyers; handover possession of the developed apartments at the Complex to the prospective buyers along with the proportionate undivided interest in the Common Areas

and generally to do all necessary acts, deeds or things required for completion of the Complex on the Complex Lands.

D. Amongst others, the following permissions, sanctions, in-principle approvals for development of Licensed Lands (which includes the Complex Lands), have been obtained:

1. Zoning Plan approved from the Town Planning Authority.
2. The final layout plan approvals for the Project from Town Planning Department Dated :- 03/02/2017.
3. The commencement certificate granted by The Collector Aurangabad to develop the Project *vide* approval dated 20/02/2017 bearing no. 2015 / MSk / Land-1 / NAP-34 / Villages Bidkin, Tq. Paithan /PK /159;
4. The Project registration certificate having project registration No. as P51500011831 on 31/08/2017 issued under the provisions of the Act with the Real Estate Regulatory Authority.

E. The Owners had shown his willingness for an Apartment in the Project and has been allotted **Flat No. __**, having Carpet Area of _____ Square Feet, type 1BHK, on _____ in **block no. “__”** along with closed parking which shall be allotted on the ‘First Come First Serve Basis’ admeasuring 100 Square Feet in the *closed parking*, as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section- 2 of the Act (hereinafter referred to as the “Flat” more particularly described in Schedule A and the floor plan of the Apartment is annexed hereto and marked as Schedule B);

F. The Promoter and the Owner has entered into a registered **Agreement for sale on _____ bearing Number _____/_____**, in the office of the Sub-registrar Paithan. The parties have verified and agreeable to all the terms and conditions set out in the Agreement for sale therein.

G. The promoter has completed the entire work of construction as per the sanctioned plan. The promoter after the completion of the said construction has applied to the competent authority (The District Collector, Aurangabad) for the “**Occupancy Certificate**” and the District Collector, Aurangabad upon satisfaction of the compliance of the documents has issued the Occupancy Certificate on 14.01.2019 bearing outward number: 2018/MSK/Land-1/NAP-34/P.K. 352. The Occupancy Certificate is annexed with this Agreement.

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. The Parties hereby confirm that they are signing this Sale deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Sale Deed and all applicable laws, are now willing to enter into this sale Deed on the terms and conditions appearing hereinafter;

K. In accordance with the terms and conditions set out in this sale Deed and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Owner hereby agrees to purchase the Apartment and the garage/closed parking (if applicable).

L. The Owner has, prior to the date hereof, examined the copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its advocates and planning and architectural consultants. The Owner has agreed and consented to the development of the Real Estate Project on the said Land. The Owner has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by Act and the Rules and has understood the documents and information in all respects. The Promoters shall ensure that prior to the SALE of the Said Land to the Association of the Buyers, which conveyance shall be in conformity with the provisions of Apartment Act, the said facilities shall be fully repaid and satisfied by the Promoters.

M. The Owner represents and confirms that it has inspected all the documents pertaining to the Said Land including but not limited to all the title documents and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoters in the Real Estate Project and its right to convey the Apartment to the Buyer.

N. The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of the Applicable Laws, without any coercion and without any influence.

O. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this SALE Deed and all applicable laws, are now willing to enter into this SALE Deed on the terms and conditions appearing hereinafter.

NOW THEREFORE in furtherance to receipt of the Total Price, the Parties are executing this sale Deed for recording the sale, conveyance and transfer of the Apartment along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space, absolutely and forever, in favour of the Owner on the terms and conditions mutually agreed by and between the Parties and contained in this sale Deed.

1. SALE DEED AND CONVEYANCE:

1.1 In this SALE Deed, the Apartment is hereby sold, conveyed and transferred in favour of the Owner absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space.

1.2 The Total Price for the Apartment/Flat based on the Carpet Area is Rs. _____/- (Rupees _____ only) ("Total Price"). The breakup and description of the Total Price is as provided in clause "___" of the Agreement for Sale dtd. _____.

1.3 The Owner shall have the right to the Apartment as mentioned below:

(i) The Owner shall have exclusive Owner ship of the Apartment.

(ii) The Owner shall have undivided proportionate share in the Common Areas. Since the share/ interest of the Owner in the Common Areas is undivided and cannot be divided or separated, the Owner shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, preferential location charges, charges for exclusive use of balcony(ies)/ open terrace(s)/ garden(s), internal development charges, external development charges, infrastructure augmentation charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and

firefighting equipment in the Common Areas, The Owner has understood and acknowledged that as per the Applicable Laws some services and facilities may have to be made available at a single point for utilization from thereon for both Said Land and Other Lands (or on the lands resulting from the exchange / merger with the Other Lands), which would be on sharing basis and meant to be used jointly by allottees / Buyers/ Owners of apartments on both Complex Lands and Other Lands (or on the lands resulting from the exchange / merger with the Other Lands), eg: electricity connection, water and sewerage connection, etc. (“Shared Services and Facilities”). The Shared Services and Facilities may be provided /developed on Real Estate Project Lands or the Other Lands (or on the lands resulting from the exchange / merger with the Other Lands), and notwithstanding their location, all such Shared Services and Facilities would be available for use of allottees / Buyers of apartments on Said Land and the Other Lands (or on the lands resulting from the exchange / merger with the Other Lands).

1.3 It is clearly understood by the Owner that, the Owner shall at no time have the Buyership or title over the Car Park Space, except for the exclusive right to use and occupy the same for himself or for his visitors. It is made clear by the Promoter and the Owner agrees that the Apartment along with covered parking shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Building is an independent, self-contained project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Buyer. It is clarified that common areas / services / facilities of the Building shall be available for use and enjoyment of all buyers of the Complex.

1.4 The Promoters has paid all outgoings before transferring the physical possession of the apartments to the Buyer, which it has collected from all buyers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Real Estate Project). If the Promoters fail to pay all or any of the outgoings collected by it from the buyers or any liability, mortgage loan and interest thereon before transferring the apartments to the Buyer, the Promoters agree to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

2. CONSTRUCTION OF THE REAL ESTATE PROJECT AND HANDOVER OF APARTMENT:

2.1 The Building in which the Apartment is located has been completed and the necessary occupation / part occupation certificate in respect of the said Building has been obtained from the Competent Authority. However, the Promoters have made it clear to the Owner that as far as the other buildings / towers in the Complex are concerned the same is being completed in parts / phases and the Promoters shall obtain the part occupation certificates for the same in future. The Promoters and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Complex including the areas adjoining / near the Building in which the Apartment is located.

2.2 The Owner has seen and accepted the proposed layout plan, floor plan and common areas / services / facilities [as mentioned in Schedule V, Schedule VII and Schedule VIII] and which has been approved by the Competent Authority, as represented by the Promoters. The Promoters shall develop the Complex in accordance with the said layout plans, floor plans and specifications, amenities and facilities. The Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State of Haryana and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act.

2.3 The Owner understands and agrees that the Promoters shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the appropriate Government and/or the local authorities and the Promoter is dependent on the appropriate Government for providing such external linkage and the Promoter shall bear no responsibility for such unfinished work. It is further clarified and the Owner agrees that in the event the appropriate Government fails to provide the external linkages for water lines and electricity at the time of execution of this SALE Deed, the Promoters shall make arrangements for water supply through tankers or otherwise, and electricity supply through DG sets, the charges for which shall be payable by the buyers at the Real Estate Project to be calculated on the basis of actual cost including applicable taxes and duties plus a mark-up.

2.4 The Promoters have handed over the vacant, physical and peaceful possession of the Apartment to the Owner as per the specifications & amenities On and from the date of

execution of this SALE Deed, the Owner shall be liable to bear and pay the proportionate charges of all outgoings / charges in respect of the said Apartment as may be levied by the Association of Buyers or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority.

2.5 Upon handing over possession of the Apartment, the Owner shall, after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the fit-outs/ interior works in the Apartment, as per its requirement and use. All such works in respect of fit-outs/ interior works in the Apartment will be done as permitted by the Association of Buyers / Maintenance Agency and upon payment of charges, if any, as may be levied by the Association of Buyers / Maintenance Agency. The Owner shall ensure and undertakes that all such fit-outs done internally within the Apartment shall not pose any nuisance to the other occupants/purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Complex.

2.6 On and from the date of handover of the Apartment the Owner shall be liable to pay for the electricity & water consumption at the Apartment as per the bills issued by the Competent Authorities or the Maintenance Agency, from time to time.

2.7 The Owner hereby agrees and undertakes to be a member of the Association of Buyers to be formed under the Act / Apartment Act and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association of Buyers. The Owner shall observe and perform all the rules, regulations of the Association of Buyers that may be specified in detail under its byelaws.

3. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoters hereby represent and warrant to the Owner as prescribed in clause 7 of the Agreement for Sale.

4. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ REAL ESTATE:

4.1 The Promoters shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Buyers upon the issuance of the completion certificate of the Real Estate Project.

4.2 The Owner shall pay the maintenance charges in relation to the Apartment as may be levied by the Maintenance Agency and shall also enter into a maintenance agreement with the

Maintenance Agency in the format to be provided by the Promoters. It is made clear to the Owner that the Maintenance Agency shall render maintenance services only with respect to the Common Areas and these shall mainly relate to services, amongst others, in respect to the public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage clearance, water, street lights, pavements, horticulture, power back up provision and such other services for the proper running, maintenance and operation of Common Areas.

4.3 The Owner agrees to maintain at the close of each financial year ending on 31st March an interest bearing maintenance security deposit (which shall be non-refundable) with the Association of Buyers computed at the rate of INR [●]/- per square feet of the Carpet Area of the Apartment (which rate shall be uniformly applicable to all buyers at the Complex). The applicable interest rate on this deposit shall be as per the prevailing interest rates of the bank in which the said amount is deposited.

4.4 As and when any plant, machinery, equipment etc. within the Real Estate Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the buyers / occupants of apartments at the Real Estate Project / Complex, as the case may be, on pro-rata basis (i.e. in proportion to the Carpet Area of the Apartment to the total Carpet Area of all the apartments in the Real Estate Project / Complex, as the case may be).

4.5 The basement(s) and service areas, if any, as located within the Real Estate Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Owner shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Buyers formed by the Buyers for rendering maintenance services.

5. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the Apartment Buyer's Agreement is brought to the notice of the Promoters within a period of 3 (three) years by the Owner from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days, However, the Promoters shall not be liable for rectification of defects in the following circumstances:

(i) If the same has resulted due to any act, omission or negligence attributable to the Owner or non-compliance of any Applicable Laws by the Buyer; and

(ii) The defects that are the result of ordinary wear and tear in due course. Provided that the Owner understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Promoters, and the Promoters shall not be liable for rectification of any defects therein. Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoters at the Real Estate Project, reasonably and in the ordinary course requires additional time beyond the said 60 (Sixty) days, then the Promoter shall be entitled to the same, provided an intimation thereof has been provided to the Owner prior to expiry of the said initial 60 (sixty) days. The Owner hereby agrees to such additional time / extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

6. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Maintenance Agency shall have right of unrestricted access to all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Owner agrees to permit the Maintenance Agency to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect.

7. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:

- a. The Parties are entering into this SALE Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- b. The Promoters has made it expressly clear to the Owner that the rights of the Promoters in the Apartment agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the statutory authority(ies).
- c. The Owner shall observe all terms and conditions of this SALE Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of

the license granted by the authority and shall also abide by the applicable zoning plans, building plans and other Applicable Laws applicable to the Apartment and /or the Project.

8. COMPLIANCE WITH APARTMENT ACT AND THE ACT:

The Promoters have assured the Owner that the Project in its entirety is in accordance with the provisions of the Apartment Act, Act and rules framed / to be framed there under.

9. PROVISIONS OF THIS SALE DEED APPLICABLE ON BUYER/ SUBSEQUENT PURCHASERS OF THE APARTMENT:

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Apartment, as in case of a transfer, all obligations go along with the Apartment for all intents and purposes.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

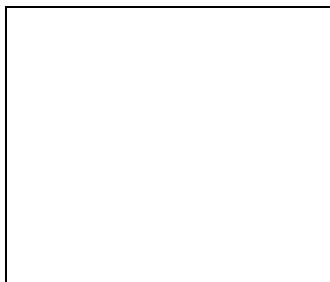
Buyer/ Owner)



(1) Signature : _____

Name : _____

Address : Bidkin, Tq. Paithan, Dist. Aurangabad.



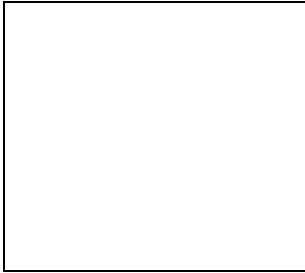
(2) Signature : _____

Name : _____

Address : Bidkin, Tq. Paithan, Dist. Aurangabad.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:



Signature GPA Holder _____

Name: Sandeep s/o Baburao Thange

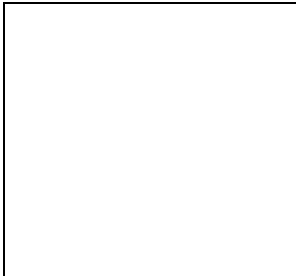
Address: Bidkin, Tq. Paithan, Dist. Aurangabad.

WITNESSES:

1. Signature

Name

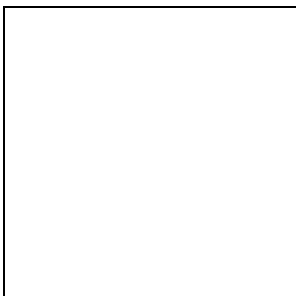
Address



2. Signature

Name

Address



SCHEDULE I

Part A: Agreement fore Sale.

SCHEDULE II

DESCRIPTION OF THE APARTMENT

A. DESCRIPTION OF THE APARTMENT APPLIED FOR:

(i) Apartment No. _____

(ii) Block No _____

(iii) Floor No. _____ Floor

(iv) Carpet area of _____ sq mts. (equivalent to
_____ sq. ft. approx).

(v) The above said apartment is surrounded from four side as follows:

a. East side: 30ft Road

b. West side: Gat No 53

c. North side: plot no.7

d. South side: 9mtr road

B. MODE OF BOOKING

Direct

SCHEDULE III

Occupancy Certificate