Zone: 9/9.3
INFLUENCE AREA
(Govt. Rate Rs. 4000/- Per Sq.Mtr.)

**Government Valuation Rs. _____/-**
**Actual Consideration Rs. _____/-**

# SALE DEED

This **Sale Deed** in respect of Residential **Plot No.** _____ out of **NA-42-B** Residential / Commercial Layout at **Gut No. 184** situated at Karmad (**URBAN AMBITION**), Aurangabad is executed on this _____ day of _____ 2018 by & between,

1. **MR.RAMNIRANJAN CHATURBHUJ AGRAWAL,**
   **PAN: [AAUPA4517A.], Indian Inhabitant**
   Age **78** years, Occ. **Business**,
   **R/o N-1, Cidco, Aurangabad**
   **Through his duly constituted Attorney**
   **MR. MANISH S/O RAMNIRANJAN AGRAWAL**

2. **MR. MANISH RAMNIRANJAN AGRAWAL,**
   **PAN: [AAUPA 4518R.], Indian Inhabitant**
   Age **44** years, Occ. **Business**,
   **R/o N-1, Cidco, Aurangabad**

(Hereinafter called the **"SELLOR/VENDOR" and GPA Holder on behalf of Mr. Ramniranjan C. Agrawal Vide document No.AGG-6/4139 dated 04.10.2017** which expression unless repugnant to the context shall means and include all his heirs, successors, representatives, executors, administrators and assignees) of the **FIRST PART**.

**AND**

**MR. _____ ,**
PAN: [_____], Indian Inhabitant
Age _____ years, Occ. _____
R/o. _____.

(Hereinafter called the **"ALLOTTEE/S"** which expression unless repugnant to the context shall means and include all his/er/their heirs, successors, representatives, executors, administrators and assigns) of the **SECOND PART**.

WHEREAS, the Property bearing land at Gut No.184 Situated at Village Karmad, Tal and Dist Aurangabad admeasuring 6 H 35 R was purchased by Vendors Nos. 1 and 2 from Prakashchand Kapoorchand Surana, Vijaykumar Kapoorchand Surana, Pravinkumar Kapoorchand Surana and Smt. Tarabai w/o Kapoorchand Surana with the consent of all the concerns vide Sale Deed bearing Day Book No. AGG-2/3707, dated 27.05.2009 and same taken on Mutation vide no. 1958 by Talathi, Karmad. The schedule of the land adm. 6 Hector 35 Are is more specifically described in Schedule A.

WHEREAS the vendors jointly decided to convert the above property into Non–Agricultural for Residential/Commercial purpose and to apply for NA order and applied for the same. Subsequently, the Collector passed the NA-42-B (Resi/Commercial) order vide. No. Ja.kar-2012/MASHAKA/ JAMIN-1 / NAP-34 / MAUJE-Karmad, Tq. AURANGABAD / Par. Kar. 280 dated 10.01.2018. Both the vendors as stated above also obtained revised final approval of the Final Layout Plan from Town Planning Department, Aurangabad Vide Letter No.1466 dated 03.10.2017.

AND WHEREAS the vendors have agreed to jointly develop and market the NA-42 (B) residential / Commercial property and also agreed to a share of 50% and 50% for Vendor No.1 and 2 respectively. Accordingly the vendors propose to develop/have developed the said layout (to be known as “URBAN AMBITION”) by carrying on certain infrastructural development in respect thereof such as constructing the internal road, providing street lights, laying of water, electrical and drainage pipelines and the vendors propose to sell the plot thereon out of such layout to prospective Allottee/s thereof;

AND WHEREAS the Vendors have thus sought the total number of 262 plots in the entire layout out of which 256 number of plots are residential, 01 No of Plot is Resi.Detached, 05 Nos of Plots are Commercial in addition to above 01 number of plot for amenity and 1 no open plot admeasuring 6350 Sqmtr & 6350 Sqmtr respectively is also demarcated as per rules. Accordingly the FSI statement and the copy of the sanctioned layout in annexed herewith and forms part and parcel of these presents.

AND WHEREAS the 30 years Title cum Search Report, which is prepared by Adv. Arif S. Shaikh, Aurangabad Dt: 13.12.2017, certifying that the entire land is free from all mortgages, charges and encumbarances, is attached as a part of this document.

AND WHEREAS This project known as “Urban Ambition” has been registered with RERA vide RERA Registration no. P51500014631 Dt: 18.12.2017.

AND WHEREAS it is hereby agreed by the sellers that the following Plot Nos as detailed below shall not be sold to anyone and the same shall be used for Common Internal Road.

| Sr. No. | Plot Nos | Area in Sq. Mtr. |
|---|---|---|
| 1. | 38 | 110.50 |
| 2. | 39 | 110.50 |
| 3. | 70 | 110.50 |
| 4. | 71 | 110.50 |
| 5. | 102 | 110.50 |
| 6. | 103 | 110.50 |
| | **TOTAL** | **663.00** |

AND WHEREAS the Allottee/s approached to the vendors and offered to purchase **Plot bearing No. _____** (hereinafter referred to as "the said Plot" as detailed in Schedule **"B"**) out of the said layout.

AND WHEREAS, the Allottee/s demanded from the Vendors and the Vendors have given inspection to the Allottee/s of all the documents of title relating to the said land, and all other documents, and necessary information required by the Allottee/s and the Allottee/s hereby confirm that they is satisfied about the title of the said property.

AND WHEREAS, the Allottee/s is aware of the fact that the Vendors have entered into or will enter into similar and/or separate Agreement/s, conveyances/Sale Deed etc. with the several other person/s and or party/ies in respect of the other Plots, out of the said layout.

AND WHEREAS, the Allottee/s represented, assured and declared that he/she/they is/ are entitled to and otherwise not debarred or disentitled to and otherwise not debarred or disentitled to from acquiring a Plot, under the applicable laws and rules;

AND WHEREAS, pursuant to discussions by and between the parties, it was mutually agreed that the Vendors shall sell to the Allottee/s and the Allottee/s shall acquire from the Vendors free from all encumbrances, all that piece and parcel of **Plot bearing No._____** carved out of said sanctioned layout situated at Gut No.184 of Village Karmad, Tal and Dist Aurangabad for the entire consideration of **Rs. _____/-** (**Rupees_____Only.)**
The entire consideration amount is paid by the Allottee/s to the Vendors in following manner:

| SR. | DATE | BANK NAME | CHEQUE NO./ RTGS | AMOUNT |
|---|---|---|---|---|
| | | | | |
| | | | | |
| **Total Amount in Rupees** | | | | |
| **In Word Rupees : Rs. _____ Only** | | | | |

The Vendors confirm to have received the entire payment simultaneously with the execution hereof and release acquit and discharge the purchaser of the same. This receipt shall be conclusive proof of payment however subject to the realization of the instruments mentioned hereinabove.

AND WHEREAS, the Allottee/s confirms having taken peaceful and lawful possession of the said Plot, more specifically described in the schedule 'B' hereinafter, from the Vendors, and that the Allottee/s shall cause and utilize the same as per their wish and desire within the framework of the NA sanction. The Allottee/s has / have their complete satisfaction of the possession and the title of the Vendor and upon being fully satisfied thereof have decided to enter into these presents.

**NOW THIS DEED WITNESSETH AS FOLLOWS AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER**

All statements made heretofore shall be deemed to have been incorporated in this the operative part of these presents.

(1) That in pursuance to the present deed and in consideration of the said amount received by the Vendors as full payment and receipts whereof the Vendors hereby admit, the Vendors both hereby grant and transfer by way of Sale unto the Allottee/s forever all that the said Plot hereunder in the registration.

(2) That the vendors hereby further declare that the schedule property is free from all encumbrances, lien, charges, mortgage, lease, court or other attachments, lis-pendens, acquisition and requisition proceedings, minor's claims or any other adverse proceedings or claims from third parties which are in any way detrimental to the interest of the Allottee/s.

(3) AND the Vendors both hereby for themselves and their heirs, executors and administrators covenant with the Allottee/s that the Vendors now have in themselves good right, full power and absolute authority to grant and sell the said Plot hereby granted and sold or intended so to be unto and to the use of the Allottee/s in the manner aforesaid.

(4) The Allottee/s at their own cost are entitled to get their name entered as owner of the said plot before the appropriate authority and the Vendors agreed to give necessary assistance, if required.

(5) That the Allottee/s hereby confirms having received vacant and peaceful possession of the said plot to their complete satisfaction and has no claim whatsoever in this regard.

(6) The Sale of the said plot shall be expressly subject to the following conditions/covenants on the part of the Allottee/s to be performed/observed and the Allottee/s hereby for themselves, their heirs, executors, administrators and assigns covenants with the Vendors.

(a) The Allottee/s herein shall become member/s of an Society/Body/Association to be formed of all the Allottee/s of plots in the said layout for attending to the maintenance, repair and

management of all the common areas and facilities of the layout such as common open space, internal roads, common facilities and amenities etc., with the same rights and subject to the same liabilities as other members of such society/ Body/Association. The fact of the Allottee/s entering into these presents shall be treated as an application on the part of the Allottee/s to join in any such Society/Body/Association. The Allottee/s shall sign, execute, affirm and deliver all applications, affidavits undertakings and other writings which may be required to be signed, executed and affirmed for becoming member/s of the said Society/Body/Association.

(b) The Vendors shall, without reference to the Allottee/s be entitled to amend, modify and alter the said layout in respect of the said lands without materially affecting the position of the said plot.

(c) It is hereby clarified and declared that, save and except the said Plot hereby conveyed and the right to use the said internal roads of the said layout in respect of the said lands as a means of access to the same, the Allottee/s shall not have any right, title or interest in the remaining portion of the said lands. All residual benefits in respect of the remaining portion of the said lands shall continue to vest in the Vendors and the Allottee/s shall not be entitled to claim any part of the same or to object to the exercise by the Allottee/s of the Vendor's right therein.

(d) The Allottee/s shall abide by all rules, regulations laws and bye-laws formed by all authorities, the ultimate body and the developer/Vendor from time to time for the use of the plot hereby purchased.

(e) The Allottee/s shall under no circumstances encroach upon the common areas, roads, etc., and nor shall the Allottee en-close any common area/s road etc., under any circumstances whatsoever.

(f) The Allottee/s shall use the said plot for the permitted Residential use only and not for any other use including storage and / or use and or sale of Liquor, Meat, Tobacco and / or any toxic, illegal substances. In case it is found that the Allottee has used the said plot for any purpose other than Residential use or as permitted by law under the NA order, the said sale deed is liable to be cancelled and the Allottee shall not be entitled for any refund / compensation thereoff.

(g) The Allottee/s shall not cause any nuisance to the other plot owner/s under any circumstances.

(h) The Allottee/s shall seek written consent of the Vendor for the transfer of their interest in the said plot until the ultimate body is formed so that the Developer can update and maintain their records. The vendor hereby agrees to issue the NOC without any cost to the Allottee.

(i) The Allottee/s also covenant with the Vendors herein that FSI of the whole remaining land either balance or additional, including T.D.R. shall belongs to vendors.

(j) The Vendors their agents/employees/assignees/nominees shall have irrevocable license and authority to enter upon the said plot hereby sold and transferred to the Allottee/s for laying any service lines/ and /or for passing and re-passing, connecting or reconnecting water line, drainage line, electrical or any other service facility and for that purpose the Vendors shall have the full power and absolute authority to excavate/the required portion of the said plot.

(k) The Allottee/s and their successors-in-interest and assigns shall not be entitled to construct any compound wall or other permanent physical division beyond the boundary of the said plot under Schedule "B".

(l) That it is also hereby agreed that there shall be no gambling, betting, lotteries, games of chance or the operation of any scheme for hazarding money or any other thing of value on the premises. Seller shall not permit for establishment of slot machines, pinball machines or similar machines which require a federal gambling stamp. This shall be the essence of the contract.

(m) The Vendors have already made the provision for the internal drainage lines within the Boundary of the said layout. However, since the concerned Authorities have not laid the main Drainage Pipelines, the internal drainage line of the layout could not be connected for disposal of the sewage. As such Allottee/s should make their own arrangement of septic tank individually in their plot area within the boundaries of their plot and the Allottee agrees for the same.

(7) That the Allottee/s shall bear all the charges for Stamp Duty , registration and execution of this conveyance deed and all further documents required therein. It is also confirmed that no payment has been made in cash to the vendor

(8) That the Vendor has before entering into these presents completed the entire work of development before entering into these presents to the satisfaction of the purchaser.

(9) The Vendors state that they has already paid all the taxes, land revenue and other charges till the date of handing over the possession to the Allottee/s and here-onwards the Allottee/s will have to pay the future taxes, land revenue and other charges.

(10) The Vendors hereby delivered to the Allottee/s all relevant deeds, evidence and writings, now in their possession relating to the title of Vendors to the property hereby conveyed. The title documents relating to the entire layout shall be handed over to the ultimate body as and when

formed and the land being conveyed by the Vendor. The Allottee/s hereby confirms that the Vendors has handed over the possession of the property to his expectation as well as the relevant deeds and writings in respect of the subject property.

(11) The Vendors hereby transferred all the rights in respect of the said plot accordingly in favour of the Allottee/s who shall enjoy the property as absolute owner henceforth.

(12) The Allottee/s has got the subject plot inspected and measured and are satisfied with the same and has no claim or objection regarding the same whatsoever.

(13) After taking the possession of the Plot/s the purchase shall be responsible for protecting the plot form any third party encroachment. in any condition the vendor/s shall not be held responsible for any third party encroachments.

(14) That the Allottee/s of the said Plot is not having any right in respect of Amenity Plot (as approved by Town Planning Department from time to time) and the same shall be utilized, used, disposed, developed or sold by the Vendors to any prospective customer and the Allottee/s have no objection towards the same.

(15) That the Allottee/s are totally satisfied with the Infrastructure provided by the Vendors as Promised and has no claim or objection regarding the same whatsoever.

(16) That it is also hereby agreed that Allottee/s will not use the Plot purchased by him for the purpose of public Road or any illegal use and he accept to be bound by the terms and conditions mentioned in the NA-42 (B) order vide. No. Ja.kar-2012/MASHAKA/ JAMIN-1 / NAP-34 / MAUJE-Karmad, Tq. AURANGABAD / Par. Kar. 280 dated 10.01.2018. & terms and condition of Final Layout Permission of vide letter No 1466 dated 03.10.2017. Allottee/s also agrees not to destroy/ disturb or shift any part of infrastructure provided by the Sellers/Vendors.

(17) That it is further agreed that the terms “Vendors” and “Allottee/s” herein used shall unless inconsistent with the context include as well as the heirs, administrators or assignees of the respective parties themselves.

(18) The Vendors have provided pipeline for Drainage & water. However, water being natural resource, the vendors shall not be bound to supply water to the Allottee/s, similarly the electrical charges, water charges etc shall be borne by Allottee/s/s at their own cost.

(19) However, similarly, the vendors have already provided Electrical Infrastructure in the entire Layout. The Allotee/s shall apply to Vendor for issue of NOC for obtaining Electric Meter Connection from MSEDCL

upon clearance of all dues. It is the responsibility of the Allottee to obtain Electric Meter at his own cost, directly from MSEDCL.

(20) AND before starting Building Construction on the plot it is the responsibility of the Allottee to obtain Building Construction Permission from Town Planning Department & submit one copy the same to Vendors and obtain NOC from the Vendors. The NOC shall be provided free of cost to the Allottee. The Allottee shall ensure that they do not damage any part of the common infrastructure while construction of their Residential Building in case of any damage same shall be made good at their own cost.

## SCHEDULE A

All Part of Piece & parcel of Land admeasuring 6 Hector 35 Are at Gut No. 184 situated, at Village Karmad, Tq. & District Aurangabad and same is bounded as under,

| | | |
|---|---|---|
| Towards East | : | Gut No. 185 |
| Towards West | : | Gut No. 183 |
| Towards North | : | Aurangabad- Jalna Road |
| Towards South | : | Gut No. 187 |

## SCHEDULE 'B' OF THE PLOT UNDER SALE

All the part and parcel of Residential **Plot No.** _____ Admeasuring _____ **Sq.Ft ( _____ Sq.Mtrs)** at "**URBAN AMBITION**" within Residential / Commercial Layout at Gut No.184 Village Karmad, Tq. & Dist Aurangabad and same is bounded as under,

| | | |
|---|---|---|
| Towards East | : | _____ |
| Towards West | : | _____ |
| Towards North | : | _____ |
| Towards South | : | _____ |

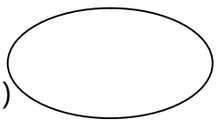
Market Value of the property conveyed under this deed is of Rs. _____/- **( Rupees _____ Only.)**

The Stamp Duty is paid on the market value as computed above.

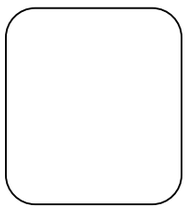
**IN WITNESS WHEREOF** the parties herein have affixed their respective signatures to this deed at Aurangabad on this _____ day of _____, 2018 in presence of the witness.

OWNER/SELLER THUMB SIGN

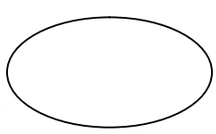
**Mr. Manish s/o Ramniranjan Agrawal** )
(For Himself and for Mr. Ramniranjan
C. Agrawal, Vide GPA No.4139/2017)



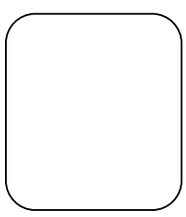
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Execute of this document,
Through S.P.A Holder
(Vide Day Book No.4140/2017 )
**MR. SUBHASH DATTATRAYA** )
**KAMALAKAR** )
Age: 65 Years, Occ: Service )
R/o N-11,A-53/1, HUDCO, Aurangabad )

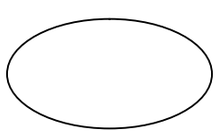


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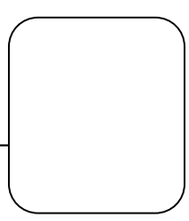


ALLOTTEE/S

**Mr.** _____

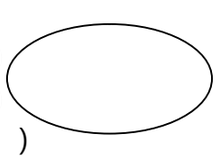


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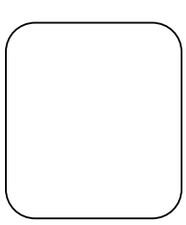


WITNESSES

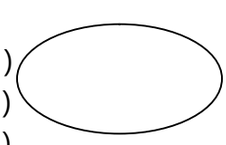
1. **Mr.** _____ )
Age: _____ Yrs. Occ: _____ )
R/o: _____ )



_____



2. **Mr.** _____ )
Age: _____ Yrs. Occ: _____ )
R/o _____ )



_____

