

SALE DEED

This Sale Deed of Row House No. ---- in **INFINITY HOMES** Building situated At Gut no. 13 ,Padegaon Aurangabad, the stamp value of Rs. _____/- and actual sale value **Rs. -----/-** is executed today on ___th day of _____ 2018 at Aurangabad, between

Mr. Barkatullah Siddiqui Shaukatullah Siddiqui

Proprietor "**Infinity homes**" Age.42 Years

Occ: Business

R/o: Near Firdous jewelers Sami Colony, Raushan Gate,
Aurangabad.

[Here in after called as **VENDER**, which expression shall mean and include his heirs, successors, legal representatives, executors, administrators and assignees].

IN FAVOUR OF

1. **Mr. -----**

Age : ---- Years, Occ. : ----- R/o.: -----, Aurangabad.

PAN ----- Adhar : -----

(Hereinafter called as **FLAT PURCHASER** or **VENDEE** which expression shall mean and include all His / Her heirs, successors, legal representatives, executors, administrators and assignees)

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Whereas, the land admeasuring 1760 Sq.Mt, Situated at Gut. No. 13 Padegaon. Aurangabad is owned by **Anjum Quadri w/o Aziz Ahemad Quadri** Previously, by registered Development Agreement no.387 dtd 24/01/2019 and registered Power of Attorney no.388 dtd 24/01/2019.

, Mr. **Barkatullah Siddiqui Shaukatullah Siddiqui** has obtained the legal construction permission over the land by Municipal corporation of Aurangabad and obtained commencement letter bearing outward no. dated 02/07/2018 vide permission no. 399/18/19 in file no.1282/18/19 the row house know as **INFINITY HOMES**,

After obtaining the Construction permission owners developed a Row house on the said land and declared their respective shares in the building by the registered development bearing registration no 387 at sub-registrar Aurangabad on 24th Jan 2019.

Mr. ----- decided to purchase a **Row house no.** in the Building "**INFINITY HOMES**" situated At Gut no. 13, Padegaon, Aurangabad. The row house is bounded by,

NORTH : -----
 SOUTH : -----
 EAST : -----
 WEST : -----
 FLOOR : -----

WHEREAS purchaser of **Row house no** has gone through all the documents, location of property, construction specifications and thereafter agreed to purchase the flat. The **Row house no** admeasuring 69.92 sq.m. built-up area is on in ---Wing. The purchaser and Vender agreed upon the following terms and conditions.

1. That, the Vendor agreed to sale the **Row house no** to the Flat purchaser for the total consideration of **Rs.-----** /- { Rupees ----- only }.
2. The purchaser agreed to pay the amount of consideration by housing loan. The Vender hereby acknowledge the receipt of Rs.-----/- through ----- Housing Loan with Ch. No. ----- of- ----- Bank Dt.---/---/2019
3. That the Vendor is hereby undertake that the Flat under sale is free from all types of encumbrances and it is not subject to any mortgage, lease, lien, agreement nor he obtained any loan of any Government financial Institution, or by private party on the same. If any dues on the flat under sale are found, the Vendor will have responsibility to settle it.
4. That, the work of the construction of the Building containing the said flat has been completed and possession is given just before executing this sale deed.

5. That the Registration of the project is done as per the Real State Regulatory Act (RERA) and the **RERA project Registration number is -----**. The rules and regulations of this act will be applicable for Vender as well as to the purchaser. That the Purchaser shall not carry out any alterations of the whatsoever nature in the said Flat/Passage/Balcony/Parking area or any place of the said Building/s which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Builder/Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Builder, and shall not mean defect/s caused by normal wear and tear and by negligent use of Flat by the Occupants, vagaries of nature etc.

6. That it shall be the responsibility of the Purchaser to maintain his Flat in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Flat are regularly filled with white cement / epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Builder to the Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said Flat or Building, and if the annual maintenance contracts are not done/renewed by the Purchaser or Flat Owner's Society, the Builder shall not be responsible for any defects occurring due to the same.

That the Purchaser has been made aware and the Purchaser expressly agrees that the regular wear and tear of the Flat / Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. Provided further that any deviation in usage/maintenance of the said Flat in contravention to User Manual shall amount to default on part of the Purchaser towards proper maintenance of the Flat/building and the Purchaser shall not be entitled to claim any compensation against defect liability from the Builder. It is

expressly agreed that before any liability of defect is claimed by the Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the Flat / Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Purchaser shall permit the Builder and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat/building or any part thereof to view and examine the state and condition thereof. If the claim found positive, fees of such surveyor shall be paid by Builder otherwise the fees shall be borne by the purchaser.

7. The purchaser will have to pay all the dues towards the price of the flat, payment for electricity connection, SLC line charges and payment relating extra items. Currently the Water Supply is from Ground Water Source from Two Bore wells in the premises.

8. That from the date of possession of flat, the purchaser will be bound to pay all the Taxes like property tax or any other tax payable to municipal authority and other taxes attributable to the flat purchased by him, whether assessed separately or not.

9. The theme, number of tenements and number of floors are as per present construction permission of the building. These may vary in the revision in construction permission as per the change in bylaws and F.S.I./TDR of the area. The Vendor have rights to revise and add the number of tenements and/or number of floors as per revision in permission and this agreement shall be treated as No Objection Certificate of the Owner in this regard.

10. That, The flat purchaser also liable to Pay all the expenses required for the execution and registration of this sale deed in his favor.

11. That, after obtaining possession of flat, the purchaser shall not cause any structural change in the flat 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.

12. That after obtaining the possession of the flat, the purchaser shall use the flat in such a fashion that it will not cause any obstruction or interference to the occupier of the other Flat purchasers in the Building "BLUE OASIS" either because of his own conduct or conduct of his family members or any person visiting them. The purchaser will be a member of Society and the Society Deposit, Maintenance charges as decided by society are binding on the purchaser to maintain the society in proper way.

13. That, the purchaser after obtaining the possession of the flat shall pay the monthly contribution for maintenance of common facilities like water supply and electricity supply, Security etc. etc. without fail as per the conditions and decision of the society of All flat purchasers of the building "Blue Oasis". He shall obey/follow all rules and regulations framed in the society time to time.

14. The purchaser is bounded to pay the part of fees required for the registration of housing society, the deposit if any and any other charges required by the flat owner's society to maintain it properly.

IN WITNESSTH WHEREOF, THIS AGREEMENT TO SALE IS EXECUTED ON -----ST DAY OF -
----- 2019 AT AURANGABAD.

Mr. Barkatullah Siddiqui Shaukatullah Siddiqui (VENDOR)

Mr. -----

(FLAT PURCHASER)

(WITNESS – 1

1.-----, Aurangabad.

(WITNESS – 2

2.-----, Aurangabad.