

SALE DEED

Zone no. _____ Rate _____/- per sq.mtr.

Govt. Valuation: - _____/-

Actual Consideration: - _____/-

This “SALE DEED” of ____ Apartment Flat No.____, **RAM-JANKI HEIGHTS** constructed on Plot No.304, having CTS No. 15267 admeasuring 329.40 square meter situated at Vidya Nagar, Garkheda, Aurangabad within the limits of Municipal Corporation Aurangabad is executed today on this _____ day of _____ 2022.

(Stamp duty Rs. _____/- and registration fees Rs. _____/- is paid towards the agreement to sale/ sale deed to the Sub Registrar office, Aurangabad.)

BETWEEN

M/s. P.C. Developers, Aurangabad

A registered partnership firm having

It's place of business at: Office No.6,

Shivdas Trade Centre, New Shantiniketan

Colony, Trimurti Chowk, Aurangabad,

Through its partners:

1. Shri Suresh s/o. Anandrao Pendharkar
Age: 59 Years; Occupation: Business,
r/o. New Shanti Niketan Colony,
Aurangabad.
2. Shri Nitin s/o. Damodhar Pandit
Age: 44 Years; Occupation: Business,
r/o. Vishnu Nagar, Aurangabad.
3. Shri Manoj s/o. Bhimsing Chavan
Age: 42 Years; Occupation: Business,
r/o. Banjara Colony, Aurangabad.
4. Shri Ramesh s/o. Jagannath Gende
Age: 44 Years; Occupation: Business

r/o Bhanudas Nagar, Aurangabad

Hereinafter called as OWNER which expression shall unless repugnant to the context of meaning shall thereof mean and include its legal heirs authorized signatories, executors, partners, directors, administrators and attorney etc.) Hereinafter referred as the party to the FIRST PART.

AND

1. -----
Age: --- Years; Occupation: -----,
r/o. -----,
-----.

Hereinafter called as PURCHASER which expression shall unless repugnant to the context of meaning shall thereof mean and include its legal heirs authorized signatories, executors, partners, directors, administrators and attorney etc.) Hereinafter referred as the party to the SECOND PART.

WHEREAS, the property under the sale deed as mentioned in SCHEDULE –A was owned by one Dr. Ramchandra Satwaji Bhurewar, purchased by him vide registered sale deed No.2777 dated 26/12/1964.

AND WHEREAS N.A. order No.RB/DESK-II/LND/NAP/CR/87/87 dated 04/11/1987 has been passed by the Collector, Aurangabad.

AND WHEREAS after the death of Ramchandra Satwaji Bhurewar the plot was transferred in the name of his wife Smt. Vijamala Ramchandra Bhurewar vide mutation entry dated 01/10/1984.

AND WHEREAS the present owners 1) Dr. Prakash Ramchandra Bhurewar and 2) Ms. Kalpana Ramchandra Bhurewar purchased aforesaid plot CTS. No. 15267 vide registered sale deed No.10057 dated 13/10/1988 executed by Smt. Vijamala Ramchandra Bhurewar in their favour.

AND WHEREAS the names of 1) Dr. Prakash Ramchandra Bhurewar and 2) Ms. Kalpana Ramchandra Bhurewar have been mutated in record of rights i.e. P.R. card of C.T.S. No.15267 vide mutation entry dated 07/11/1988.

AND registered development agreement No. AGG-1-3908 dated 15/06/2021 has been executed by 1) Dr. Prakash Ramchandra Bhurewar and 2) Ms. Kalpana Ramchandra Bhurewar in favour of M/s. P.C. Developers, Aurangabad in respect of Plot No.304, having CTS No. 15267 admeasuring 329.40 square meter situated at Vidya Nagar, Garkheda, Aurangabad within the limits of Municipal Corporation Aurangabad.

AND WHEREAS Registered Irrevocable General Power of Attorney No. AGG-1-3909 dated 15/06/2021 has been executed by 1) Dr. Prakash Ramchandra Bhurewar and 2) Ms. Kalpana Ramchandra Bhurewar in favour of M/s. P.C. Developers, Aurangabad in respect of Plot No.304, having CTS No. 15267 admeasuring 329.40 square meter situated at Vidya Nagar, Garkheda, Aurangabad.

AND WHEREAS the developer M/s. P.C. Developers has purchased Transferable Development Rights (TDR) to the extent of 283.57 sq. mtrs. From Shri Raising Khemchand Harne vide registered deed of Transfer of Development Rights No. AGG-1-4340 dated 15/06/2021 to be used for construction on plot CTS No.15267 admeasuring 329.40 sq. mtrs., situated at Vidya Nagar, Garkheda, within the limits of Municipal Corporation Aurangabad.

AND WHEREAS construction permission No.442/2021-22 in file No.334/17/2021-22 dated 02/09/2021 has been granted by the Aurangabad Municipal Corporation in respect of Plot CTS No.15267 admeasuring 329.40 sq. mtrs situated at Vidya Nagar, Garkheda, within the limits of Municipal Corporation Aurangabad for construction of flat building.

AND WHEREAS the P.C. Developers has started construction on the said property which is known as RAM-JANKI HEIGHTS.

AND WHEREAS the Flat PURCHASER verified all the documents, the legal title of the OWNER, inspected the site, confirmed the amenities, parking area and ready to follow the rules and regulations contemplated under the Maharashtra Apartment Ownership Act, 1970. The purchaser is totally satisfied from the totally finished work.

of the unit and he is also satisfied by the development work of the whole building and he is satisfied by all the work done by the developer.

AND WHEREAS, the flat PURCHASER applied to the OWNER to allot him the said (-----name of wing-----) Flat No-10, on -----floor, at the total consideration of Rs. _____/- (in Words Rs. _____) in consideration amount only.

AND WHEREAS the OWNER has agreed to sell and the PURCHASER agrees to purchase the entirety of the premises of the said (-----name of wing-----) Flat No-10, on -----floor more specifically described in Schedule –I in present sale deed.

AND WHEREAS the Flat PURCHASER has paid to the OWNER a sum of Rs. _____/- by Cheque/Cash/Pay order as following details: -

Date	Bank	Chequs/ DDNo.	Amount
		Total Amount	_____/-

AND WHEREAS the OWNER has received the entire consideration amount from the PURCHASER as stated here in above; there is no dispute in respect of the consideration between the OWNER and the PURCHASER.

Now this sale deed is executed in following terms which hereby agreed between both the parties hereto as follows: - AND WHEREAS, these WITNESSETH as follows: -

1] That the OWNER hereby undertakes that the flat under sale is now free from all type of encumbrances. If due to any defect of whatsoever nature in the title and/or in possession of the PURCHASER, the OWNER shall be bound to remove such defects and compensate the PURCHASER for any loss thereby caused to the PURCHASER.

2] That from the date of sale deed the PURCHASER will be bound to pay all the Municipal taxes and other charges in respect of the said flat. All dues, till date of

Sale Deed, if any will be borne by the OWNER. And WHEREAS the OWNER has obtained the Occupancy Certificate No. _____ office of A.M.C. Aurangabad dated __/__/_____.

3] The PURCHASER are now entitled to get their names entered as owner of the said flat before the appropriate authority and the OWNER agree to give necessary assistance if required.

4] The said property is not following under reservation nor did OWNER receive any notice from any department in respect of acquisition of Flat.

5] That the OWNER or any one of his behalf has or have not created any adverse right or interest in respect of the property.

6] That the OWNER hereby delivered to the PURCHASER all deeds, evidence and writing now in his possession relating to the title of the OWNER to the property hereby conveyed and the OWNER and all persons claiming under him do hereby further agreed with the PURCHASER as all times hereafter and upon any reasonable request and at the cost of the PURCHASER to do and execute all such lawful acts, deeds and things whatsoever for further and more perfectly convincing and assuming the said property and every part thereof to the PURCHASER.

7] That it is further agreed that the terms the OWNER and the PURCHASER herein used shall unless inconsistent with the contest include as well as the heirs, administrators or assignees of the respective parties themselves.

8] That, out of the total consideration of Rs. _____/- the PURCHASER has paid to the OWNER a sum of Rs. _____/- for said flat No. _____

9] It is hereby already declared and confirmed by the OWNER to the PURCHASER that he will use and utilize the total FSI and TDR sanctioned by the Municipal Corporation and no any proposed unit purchasers will have any right to interfere/ claim in the said FSI.

10] That the OWNER by executing this sale deed declared that, the said constructed premises as mentioned in schedule-I of this sale deed is constructed and all the required facilities of the PURCHASER for the said area is strictly followed as per the terms stipulated under the Maharashtra Apartment Ownership Act,1970 and the PURCHASER after inspection of said constructed area and after full satisfaction has given his confirmation for the purchase of the said flat.

11] That, flat PURCHASER shall not cause any structural change in the said flat purchase except to the internal decoration, furniture and etc.

12] That, flat PURCHASER will be bound to be the member of the association and will have to pay the membership fees and registration charges and also have to pay it in regular subscription of the association and the PURCHASER will also liable to pay his share in the common expenses of the building as maintenance for common space, lift maintenance, sweeping, cleanliness, lighting, coloring, common water charges and common electricity meter charges etc.

13] That the flat PURCHASER shall strictly use the given open space for the Balcony and keep as open and no construction can be carried out over the said given space/ side margin around the said unit.

14] AND WHEREAS it is confirmed by the PURCHASER that this registered sale deed will be treated as cancelled if the pay order/ cheque of Loan amount does not honored within 10 days from the execution.

SCHEDULE-A

(DISCRIPTION OF PLOT WITH BOUNDRIES)

“RAM-JANKI HEIGHTS”Condominium, all the piece and parcel of plot No.304, CTS No.15267 admeasuring 329.40 square meters, situated at Vidya Nagar, Garkheda, within the limits if Municipal Corporation Aurangabad, bounded as: -

On or Towards East	:	CTS No.15264
On or Towards West	:	Road
On or Towards North	:	CTS No.15266
On or Towards South	:	Road.

SCHEDULE-I

(DISCRIPTION OF FLAT WITH BOUNDRIES)

FLAT No-_____, _____floor, **(2BHK)** admeasuringcarpet area69.35 square meter in **“RAM-JANKI HEIGHTS”**constructed on plot No.304, CTS No.15267 admeasuring 329.40 square meters, situated at Vidya Nagar, Garkheda, within the limits if Municipal Corporation Aurangabad, bounded as: -

On or Towards East	:	-----
On or Towards West	:	-----
On or Towards North	:	-----

On or Towards South : -----

IN WITNESSTH WHREOF the parties have put their respective signatures on this
____day of _____20__ in presence of witness.

M/s. P.C. Developers, Aurangabad

Through its partners:

1. Shri Suresh s/o. Anandrao Pendharkar _____
2. Shri Nitin s/o. Damodhar Pandit _____
3. Shri Manoj s/o. Bhimsing Chavan _____
(OWNER)

(Purchaser)

Witnesses: -

1] _____
Age: - ____ Occu: - _____
R/o.- _____
Aadhar No. _____

2] _____
Age: - ____ Occu: - _____
R/o.- _____
Aadhar No. _____

