

SALE DEED

Sale Deed of Flat located at "THAKUR ENCLAVE", C.T.S. No.691 Plot No. 21, situated at jaisinghpura, Nandavan colony, Aurangabad, The stamp value of Rs. -----/- and actual sale value Rs. -----/-

This Sale Deed is executed today on ----- day of ----- at Aurangabad. Between

M/s Thakur Builders and Developers through its Proprietor

Purushottam Singh Raghunath Singh Thakur

Age: 49 Years Occ. Business,

**R/o. – Flat No.01, Sitai Residency, Nandanwan colony,
Aurangabad**

Addhar No.-----

Pan No.-----

(Hereinafter called as "Promotor /Owner /Builder /Developer/Vendor, " Which expression shall mean and include all the present and future partners of the firm, their heirs, legal representatives, Administrators and successors executors and assigns).

IN FAVOUR OF:-

1.Mr.-----

Age: 41 years, Occup: -----

PAN NO. -----

Addhar No.-----

Pan No.-----

(Hereinafter called as "Purchaser" which expression shall means and include all his heirs administrators, successors, legal representatives, executors Administrators and assigns).

WHEREAS the property C.T.S. No.691 Plot No. 21, admeasuring 336.60 sq.mts., situated at jaisinghpura, Nandavan colony, Aurangabad, owned and possessed by the Promotor /Owner /Builder /Developer/Vendor and the said property is specifically described in Schedule "A" hereunder.

Thereafter the Promotor /Owner /Builder /Developer/Vendor desired to develop the above said property and as such Owner has executed the Registered Sale Deed Registered bearing daybook no. No.848/2022 dated 08/02/2022 in favor of the Promotor /Owner /Builder /Developer/Vendor for the develop of the property & has rights of the development of the above said property. The above said property is more particularly mentioned in

SCHEDULE – I written hereunder.

AND WHEREAS THE Promotor /Owner /Builder /Developer/Vendor has prepared a plan for Residential / commercial building for constructions upon said Plot and submitted the same towards the Municipal Corporation, Aurangabad for approval and Corporation has approved the plan and granted the construction permission through vide commencement certificate file No. DDMCB-22-28-274 dated 27/04/2022. The Deed of declaration for the said Building is also executed at the Sub registrar office, Aurangabad bearing Document no. ----- dated -----, and Also, henceforth whenever there is a need of revision of construction permission or Completion Certificate for the said Plot, the purchaser hereby gives consent to the developer/Owner to revise the construction permission and Completion Certificate as deemed fit.

AND WHEREAS, the project, which is constructed on said plot will be known as "THAKUR ENCLAVE" and in no case the said name will be changed.

AND WHEREAS the Registered Deed of Declaration ----- dated --- -----, as per the section 2(a) of The Maharashtra Apartment Ownership ACT 1970 is also executed by the Promotor /Owner /Builder /Developer/Vendor. All the terms, conditions & covenants are applicable & binding on the purchaser of the Flats/Shops in the above said residential cum commercial building/apartment. Also, henceforth whenever there is a need of revision of Deed of declaration for the said Plot, the purchaser hereby gives consent to the developer to revise the deed of declaration as deemed fit.

AND WHEREAS, the Promotor /Owner /Builder /Developer/Vendor alone has exclusive right to sale the Flats/Shops in the said Project & to be constructed by them on the said Property and to enter into agreement with the purchaser of the Flats/Shops and to receive the consideration price in respect thereof.

AND WHEREAS, the Flat/Shop purchaser herein had intended to purchase the Flat/shop in the said "THAKUR ENCLAVE" and therefore he had approached to the Vendor and took inspection of all the documents of title relating to the property & said project such as TITLE DOCUMENTS, Registered Sale Deed, Search Report of the Advocate, building plan, building permission, and other relevant documents as are specified under the relevant Act.

AND WHEREAS, the copies of certificate of title issued by the advocate of the Promotor /Owner /Builder /Developer/Vendor copies of other relevant revenue record showing the nature of the title of the Promotor /Owner /Builder /Developer/Vendor to the said Plot and the copies of the said plans approved by the concerned local authority had been made available for inspection to the purchaser.

The purchaser can use & utilize the Flat/Shop purchased by him with the common facility including the staircase, passage, common terrace etc. But Promotor /Owner /Builder /Developer/Vendor only is entitled for all the compensations, F.S.I., T.D.R. or any other benefits of the reservation and acquisition of the said Plot & the purchaser or any other unit holder cannot object for the same or demand or claim anything for the same. The Promotor /Owner /Builder /Developer/Vendor having full rights to utilize the F.S.I. on the terraces of the said buildings as per his own will & he can make further construction of Flat/Shop or others on the terrace after obtaining the necessary permission from the concern authority and for that no permission/consent of the purchaser or unit holder in the building or society/association of apartment Owners will be required. Further for the use of additional FSI/TDR in the existing building plan, the purchaser has given consent for the same and the purchaser doesn't have any objection for the use of FSI/TDR in the existing buildings.

AND WHEREAS the Purchaser had considered the title of the Promotor /Owner /Builder /Developer/Vendor & verified the documents of title relating to the said project such as Registered Sale Deed , Registered Deed of declaration , Search Report of the Advocate, building plan, building permission, and such other relevant documents as are specified under the Maharashtra Ownership of Flat (Regulation of Construction, Sale Management and transfer) Act, 1963 to & after full satisfaction of the purchaser he had decided to purchase the Flat/Shop under agreement to sale.

AND WHEREAS , Owners decided to develop their above mentioned property, and accordingly they obtained construction permission form Municipal Corporation, Aurangabad, on dated -----, in File No. -----

AND WHEREAS Declaration U/Sec.2-A of Maharashtra apartment Ownership Act is executed and registered at Sr. No 848/2022 at the Office of Sub- Registrar Aurangabad on dated -08/02/2022 and thereby the proposed building nomenclature as "THAKUR ENCLAVE" is submitted to the provisions of Maharashtra 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 Flat No. ----- admeasuring ----- sq. Mtr. built up area on -----t Floor of

"THAKUR ENCLAVE" and which is specifically described in Schedule-B hereunder and the builder also agreed for the same. saleble area ----- sq.mts.

AND WHEREAS Builder completed the construction of the Flat/Shop under sale described in Schedule – B and therefore, this sale- deed is being executed on the following terms and conditions.

1.THAT, the Builder/owner sold the Flat No. -----, specifically described in Schedule – B on ----- Floor in "TAKUR ENCLAVE" to the purchaser for the basis consideration of Rs. -----/-(Rupees ----- Only) and purchaser paid the entire construction amount of Rs. -----/-(Rupees ----- Only) to the builder, as under:

Sr.No.	Bank Name	DEMAND DRAFT NO	Date	Amount

As such the builder received entire basic construction amount from the purchaser and there remained no disputed for the same.

THAT the Promotor /Owner /Builder /Developer/Vendor delivered the possession of the unit under sale to the purchase today only and purchase 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 the Flat/Shop 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 their own cost, risk and responsibility.

THAT, the Promotor /Owner /Builder /Developer/Vendor 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.

THAT, the Promotor /Owner /Builder /Developer/Vendor 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 sale deed and if any dues are found in this respect the same will be paid by the owner and builder.

THAT the Promotor /Owner /Builder /Developer/Vendor hereby declares that the units under sale are not subject matter of any litigation in any Court, Tribunal or before any Authority or the Officer.

THAT, the costs of registration stamp paper and M.S.E.B charges are borne by the purchaser.

THAT, the builder/owner has paid all the taxes and charges or cess of the unit under sale up to the date of this sale deed and there are no dues in this respect. That since the date of this sale deed, the purchaser will pay all the taxes of the unit under sale, whether assessed separately or not .

THAT, the Purchaser will have to be the member or Flat Owners Association and will have to pay the regular subscription of the said Association and also his share in maintenance of building, common structure, common open spaces, lobbies etc.

THAT, the Purchaser while using the unit or occupy the unit will not cause any damage to the RCC Structure of the building, common walls, common drainage line, electricity line or water line and also elevation or outside colour of the building.

THAT , the purchaser becomes the absolute owner and possessor of the unit under sale and therefore, he can mutate his name in CTS Record and record of M.C. and the builder and owner have no objection for the same.

THAT, in addition to the above charges, the purchase will have to pay the extra charges for electric connection, including therein the proportionate charges of service line, as well as, water connection charges and the TAX or VAT OR ANY other charges or cess in another name is imposed on this transaction of sale of flat to the flat purchaser.

THAT, in case the FSI of the property described in Schedule "A" is increased or in case the Builder purchases the TDR of any other property, the Builder is entitled to carry on further construction on the last terrace of the building or in the open spaces in the property described in Schedule "A" and the flat purchaser will have no right to object such additional construction.

SCHEDULE-A

All that part and parcel of the property C.T.S. No.691 Plot No. 21, admeasuring 366.60 sq.mts., bounded by:.

East	: 20 Feet Wide Road
West	: Plot no 20
South	: 50 Feet Wide road
North	: Plot No.22

situated at jaisinghpura, Nandavan colony, Aurangabad.

SCHEDULE-B

Flat No. ----- admeasuring ----- sq. Mtr. Built up area on -----
----- Floor, in "THAKUR ENCLAVE", construction on the property described in
Schedule "A" and specifically, demarcated in red lines in the map annexed hereto.

IN WITNESSES HERE OF THIS SALE-DEED TO BE EXECUTED TODAY
ON ----- 2021

OWNER



M/s Thakur Builders and Developers through its

Proprietor

Purushottam Singh Raghunath Singh Thakur

PURCHASER

1)-----

WITNESSES :

1-----

2-----