DEED OF SALE

This Deed of Sale is executed here at Pune, on this ……. day of …… month of the year, 2023.

Between

GENERAL GLASS MACHINERY PVT LTD,
a company incorporated and registered under part IX of the Companies Act,1956, having its office at 217, Metro House, Mangaldas Road, Pune-41100, through its directors;
(a) Smt. FAITH SHIVPRASAD SOOD, aged about 67 years, occupation: Housewife, having address at Flat No. 6, Shree Motisagar, Thakkar road Pune-411001
(b) Miss. SARA SHIVPRASAD SOOD, aged about 35 years, occupation: Housewife, having address at at Flat No. 6, Shree Motisagar,Thakkar road Pune-411001
through duly constituted attorney of (1a), (1b) Mr. **Hemant Dattaji Naiknavare**, aged about 56 years, occupation: business, OR **RANJIT DATTAJI NAIKNAVARE**, aged about 54 years, occupation: business,

….. Hereinafter referred to as the "**Owners**", (which expression shall unless repugnant to the context shall mean and include their respective heirs, executors, administrators and assigns) **… … OF THE FIRST PART**

AND

NAIKNAVARE DEVELOPERS PRIVATE LIMITED [PAN AACCN 6706 F], a company incorporated and registered under part IX of the Companies Act, 1956 by converting the previous partnership firm M/s. **NAIKNAVARE & ASSOCIATES**, having its office at 1204/4, Shivaji Nagar, Ghole Road, Pune 411004, represented by its duly authorized signatory and directors **HEMANT DATTAJI NAIKNAVARE**, aged about 56 years, occupation: business, OR **RANJIT DATTAJI NAIKNAVARE**, aged about 54 years, occupation: business,

…hereinafter *collectively* called as the "**PROMOTER**", which expression shall, unless repugnant to the context or meaning thereof shall mean and include its successors, executors, administrators, and assigns, …of the SECOND PART,

And

NEELAYA CO-OPERATIVE HOUSING SOCIETY LIMITED, a tenant partnership type Co-operative housing society, registered under the Maharashtra Co-operative Societies Act, 1960, at Registration No. ……., dated ……., represented by its duly authorized signatories: **Chairman;**

.....; **PAN NO. .....; aged about ..... Years, Occupation : .....**residing at ..... and **Secretary: Mr. .....; PAN NO. .....; aged about .....years, Occupation : .....** residing at ..... hereinafter called as the **"Purchaser",** which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said Society, its administrators and assigns, ….. **OF THE THIRD PART.**

W H E R E A S, all that piece and parcel of land bearing old Survey No.393/2B+2A/1 admeasuring 03 H 62 R i.e. 36200 Sq.mt, now renumbered as Survey No.393/1 situated at Village Talegaon Dabhade, Taluka Maval, District Pune is owned by the Owners herein, copy of 7/12 extract thereof, is annexed hereto as **Annexure-A;**

AND WHEREAS the Owner herein, by duly stamped Development Agreements dated 25.05.2007 registered on the same day in Office of Sub- Registrar Vadgaon Maval at Sr. No.5264/2007, granted development rights, relating to the said Land, unto the Promoter herein, for implementation of Ownership Flats Scheme therein and further Power of Attorney dated 25.05.2007 registered at Sr. No. 5265/2007 on the same day in Office of Sub- Registrar Vadgaon Maval, empowered and authorized the Directors of the Promoter, to sell, transfer, convey and/or assign the said land/s and/or parts thereof, either by implementing ownership flats scheme therein or otherwise and also to appropriate the consideration thereof;

AND WHEREAS the Promoter herein has purchased an area 00H 71 R i.e 7100 Sq.mt out of total area 00 H 81 R of land bearing old Survey No.393/2A/2, now renumbered as Survey No.393/2 *vide* Sale Deed dated 21.06.2011 from Mr.Govind Yashawant Khalade and others, which is registered at the office of Sub-Registrar office at Maval No.2 on the same day. Thereafter, on 14.07.2011 Mrs. Nivedita Sandip Khursude executed Confirmation Deed of Sale Deed dated 21.06.2011 in favour of Naiknavare Developers Private Ltd, which is registered at the office of Sub-Registrar office at Maval No.2 on the same day, copy of 7/12 extract of Survey No.393/2 is annexed hereto as **Annexure-B;**

AND WHEREAS the Hon'ble Collector of Pune, Revenue Branch *vide* his orders dated 26.11.2010 bearing No. PMH/ NA/ SR/ 225/ 2010, permitted non-agricultural use of the land bearing Old Survey No.393/2B+2A/1 for residential purposes under section 44 of the Maharashtra Lands Revenue Code, 1966. Also in respect of the land bearing Old Survey No.393/2A/2, Sub-Divisional Officer, Maval-Mulashi, sub-division Pune has issued No objection Certificate on 11.02.2016 for use of the said land for residential purpose;

AND WHEREAS pursuant to the aforesaid development agreements with the Owner herein in respect of Survey No.393/1 admeasuring 03 H 62 R i.e 36200 Sq.mt and ownership rights in respect of Survey No.393/2 admeasuring about 00H 71 R i.e 7100 Sq.mt, the Promoter herein, got approved amalgamated Layout *vide* No. Nani/Bap/Kani/9/3423/011 dated 20.07.2011 for an area admeasuring 44300 sq.mt. Thereafter, the Promoter obtained approval of Talegaon Dabhade Municipal Council on plan of sub division *vide* Nara/ Upvibhagani Manjuri/4691/16 dated 17.09.2016. Under the said sub division the layout is divided into three Plots viz; Plot A, Plot B and Plot C. On Plot B admeasuring 11071.35 Sq.mt. the Promoter has obtained permission *vide* Nani/Bap/Kavi/1977/17 dated 29.04.2017 to construct buildings from Talegaon Dabhade Municipal Council, copy of the said Layout of sub-division is annexed hereto as **Annexure-C**

AND WHEREAS the Promoter herein also got sanctioned and approved the Building layout plans of the said PLOT-B , from the Talegaon Dabhade Muncipal Council, vide its Commencement Certificate No. …….. Dated ……..; …… dated ……, …… Dated ……; and revision thereof vide No. …….. dated ……, copies of aforesaid commencement Certificates, are annexed hereto as **Annexure-D** (1) to (…….) respectively;

AND WHEREAS the Promoter developed the aforesaid Plot B admeasuring **11071.35 sq.mt**., more particularly described in the **Schedule-I** herein (hereinafter referred to as the said **"Property")**, and construction of the building thereon, consisting of independent units for residence and commerce, commonly known as "ownership scheme", in the name and style "**NEELAYA"**,

AND WHERAS the Promoter accordingly constructed 3 (three) buildings, comprising of independent residential blocks and Club House on the said property, by utilizing the Floor Area Ratio/Floor Space Index ("FAR/FSI"), originating from he physical area thereof, as is witnessed by the

completion/occupation certificates bearing Nos. ……. Dated ……..,……. Dated …….. , ……. Dated …….. Copies whereof are annexed hereto as **Annexure-E** (1) to (…….) respectively;

AND WHEREAS in the meanwhile, by various Agreements to sell, duly stamped and registered, as particularly enumerated in the **Annexure-F** given hereto, the Promoter and the Owner agreed to sell concerned Apartments and Shops in the said "NEELAYA" to various purchasers and on completion of the construction thereof, and receipt of the agreed price, also handed over, granted and delivered possession of such Apartments and Shops, together with attached terrace, balcony, parking spaces and such other restricted areas and facilities unto and in favour of the concerned purchasers, subject to the unsold flats,

AND WHEREAS the purchasers of the flats in the project "NEELAYA" formed themselves,into a tenant co partnership type co-operative housing society, in the name and style of **"Neelaya Co-operative Housing Society Limited" of all 3 buildings**, under the Maharashtra Co-operative Societies Act, 1960, at the registrations number mentioned in the title of this instrument, being the Purchaser herein, copy of Registration Certificate thereof, is annexed hereto as **"Annexure G"**

AND WHEREAS in compliance of the terms and conditions of various instruments of agreements to sell, so also the obligations under the Real Estate (Regulation And Development)Act,2016 the Promoter and the Owners, by this indenture of sale, assigned, transferred and otherwise absolutely conveyed the said property, together with all the buildings standing thereon, more particularly described in the Schedule I written herein (hereinafter referred to as the said "Property"), unto and in favour of the Purchaser herein, being the representative of the purchasers of the flat.

Now, this Deed of Sale witness :

(1) The Owners and the Promoter hereby sell, assign transfer and otherwise convey absolutely, free from encumbrances and without any reservations, the said Property (described in the Schedule I) and all their respective rights, title, interest and claims relating thereto, unto the Purchaser society, consisting of the members listed together with necessary particulars in the **Annexure H** given hereto, forever to have and to hold, for and at the price, already received by the Promoter, in full accord and satisfaction, and the Purchaser accordingly required and purchased the

same, for the benefit of the members thereof, from the Owners and the Promoter.

(2) In consideration of said sale, conveyance and otherwise transfer of the said property, by the Owners and the Promoter, of their respective rights, title and interest therein, unto the Purchaser, the members/their predecessor in title thereof, as the case may be, as listed in the Annexure-H herein, paid to the Promoter, and the Promoter accepted the amount of **Rs. ...../- (Rs. ..... Only),** towards the price / consideration thereof, receipts whereof, have already been separately acknowledged in favour of the members/their predecessor in title of, as the case may be, as listed in the **Annexure H** herein,

(3) It is agreed between the members of the Society and the Promoter under their respective agreements relating to flat that the purchaser shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/cess/charges/duties on the said flat and on the said building proportionately by the local authority or any other authority under any statute/rules/ regulations/ notifications/order/contracts from dated of completion certificate or grant of possession of the said Flat whichever, is earlier.

(4) The Owners confirm to have already received from the Promoter, the entire agreed consideration/price under their respective instruments of Development Agreements, executed by the respective Owners in favour of the Purchaser, in full accord and satisfaction, only in respect of the portion under the said property. The price / consideration herein mentioned, hence, inter alia consist of the said development consideration already received by the Owners from the Purchaser. The Owners confirm to have directed and granted consent for the Promoter to receive the same from the members/predecessor in title thereof, as the case may be, of the Purchaser.

(5) The Owners and the Promoter thus, hereby, confirm to have received their respective consideration for the sale, assignment, transfer and otherwise conveyance of their respective rights, title, interest and claims, relating to the said property, in full accord and satisfaction, and further that nothing is due, outstanding from and payable by the Purchaser and / or the members / predecessor in title of the members, as the case may be, as listed in the Annexure H given herein.

(6) The Promoter granted actual and physical possession of the respective flats to the concerned member / their predecessor in title/successor thereof, on completion of the construction thereof, part or otherwise, granted by the Talegaon Dabhade Municipal Council, in compliance to the agreement to sell the same, entered into by and between the Promoter on

the first hand, the member purchaser on the second hand, and the Owners herein, on the third hand, under the and in compliance to the provisions of Real Estate (Regulation And Development)Act,2016.

(7) The member/their predecessor/successor in title thereof, as listed in the Annexure H, through the Purchaser herein, accordingly confirm to have accepted the same, in full accord and satisfaction.

(8) The Owners and the Promoter confirm to have granted possession of the entire complex known as "Neelaya", in general, comprising of the building/s, open area, common facilities, fixtures, fittings and control thereof, unto the Purchaser society, and the Purchaser society, for itself and on behalf of its member/their predecessor in title / successor thereof as listed in the Annexure H.

(9) The Purchaser, for and on behalf of its members listed in the Annexure H given herein, declare and confirm that,

(a) the Promoter constructed the building/s consisting of the blocks, commonly known as "ownership scheme" as agreed to in various agreements to sell executed by the Promoter in favour of the member / their predecessor in title / successor thereof, as listed in the Annexure H given herein, so also as provided for and contemplated under the provisions of Real Estate (Regulation And Development)Act,2016,

(b) neither the Purchaser nor its members have no any grievance relating to the construction of the flats, building, common area / facilities, exclusive area / facilities, fixtures, fittings and other provisions made in the complex, of any nature,

(c) the Purchaser and its members have accepted this conveyance unconditionally, and in full accord and satisfaction, and do hereby confirm that the Promoter and the Owners, on execution of this conveyance, stand discharged formal contractual and statutory obligation.

(d) The Purchaser inspected the documents supplied by the Owners and the Promoter relating to the title of the Owners and the Promoter and the marketability of the said property and further that the Purchaser is satisfied therewith,

(e) The Purchaser received from the Promoter all relevant documents relating to the said Property .

(f) The list of members, particulars of their flats and all other details given in the Annexure H herein, are true and correct, and the same is a part of this indenture.

(10) The Owners and the Promoter declare, assure the Purchaser, and the Owners and the Promoter also covenant as follows :

(a) That the said Property is not the subject matter of any dispute as to its title, possession, tenancy rights, license, boundary, encroachment or any matter of any nature in any courts, tribunals or authorities or even otherwise with any person, and further that the same is encumbrance free and is marketable.

(b) The Owners and the Promoter have not done any act or omission resulting into or have neither mortgaged nor gifted nor sold nor leased nor parted possession with nor created any third party interest in or relating to or over the said property, or any part thereof, not agreed expressly or impliedly to do so.

(c) The said property is neither requisitioned nor acquired not the notices thereof, have been received by the Owners and the Promoter.

(d) The Purchaser itself and for its members listed in the Annexure II given herein, do hereby confirm to have investigated the title of the Owners and the rights of the Promoter, so also acknowledge, receipt of all relevant documents relating to the said property from the Promoter.

(e) There is no impediment or obstruction of any nature either by acts of the Owners and the Promoter or under any statute, rules, regulations or orders of any courts or authorities for the Owners and the Promoter to execute this indenture, relating to the said property.

(f) All outgoings levied on the said property, under any stature / enactment / rules / regulations / any contract, till grant of possession of the flats to the member / their predecessor in title/successor thereof, as listed in the Annexure II given herein have been borne and paid by the Promoter. All future such outgoings / levies have been agreed to be borne by the Purchaser.

(11) Notwithstanding anything contained anywhere in this instrument,

(a) nothing in this instrument shall affect the rights of the Promoter to dispose of by sale or otherwise, the unsold flats to any desiring purchaser, and to execute such instruments, as may be decided and found necessary by the Promoter,

(b) the Promoter shall not be liable to pay the maintenance deposit and / or routine maintenance in respect of the unsold flats in the said property till actual sale thereof.

(c) on sale or disposal of such flats, the concerned purchaser of such unsold flats from the Promoter herein, would be obliged to pay the maintenance deposit and/or routine maintenance, lawfully levied on the concerned flat,

(d) the Promoter has also retained and reserved the rights to complete or permit to be completed, the construction of the flats or the scheme, remaining, if any, and/or alter, modify, change or renovate the Apartments, its construction or user, unsold or being then sold, within the period of two years,

(e) the person purchasing such unsold flats as its member, on written intimation by and on behalf of the Promoter to the Purchaser society, shall be deemed to have become its member,

(f) the Purchaser society shall in the event of para (e) above, shall only be entitled to entrance fee of Re. 1/- and share money of Rs. ……../- each and except this amount, the Purchaser Society shall not be entitled to any other money, including transfer fees,

(g) except the instrument executed by the Promoter with or without the Owners herein, in favour of such purchaser of any their to before unsold flat, no other document need be executed by or amongst any of the parties hereto with such purchaser inter se or otherwise.

(12) Subject to and except as hereinbefore mentioned and reserved,

(a) the Owners and the Promoter do herby transfer by assignment, sale and otherwise absolutely convey their respective rights, title, interest and claims, relating to the said property, unto the Purchaser, for the benefit of its members listed in the Annexure II given herein, with all rights, title and interest thereof.

(b) the Owners and the Promoter also do hereby grant, sell, assign, release, convey, assure, unto the Purchaser forever all that the said property together with all appurtenances whatsoever and also

together with all the deeds, documents, writings and other all evidence, relating to the said property and all the estate, right, title, interest, use, inheritance, lands, benefit, claim and demand whatsoever at law and in equity of the Owners and the Promoter in or upon the said property or any part thereof, to have and to hold all and singular the said property, hereby granted, conveyed and assured to the Purchaser.

(c) The Owners and the Promoter do hereby for their respective successors, executors, administrators and assigns, covenant with the Purchaser that notwithstanding any act, deed matter or thing whatsoever by the Owners and the Promoter or any person claiming under them made, done, committed or omitted or knowingly suffered to the contrary in respect of the said property, the Owners and the Promoter have in itself good title, full power and absolute authority to grant, convey and assure the said property herby granted, conveyed and assured to the use of the said Purchaser,

(d) The Purchaser shall be entitled at all times hereafter peaceably and quietly to hold, enter upon, have, occupy possess and enjoy the said Property, of all the Owners and the Promoter and to receive the rents, profits, etcetera, there from without any suit, lawful eviction, interruption, claim or demand whatsoever from the Owners and the Promoter or anybody claiming under them.

(e) The Owners and the Promoter also agree to do all such acts, deeds and things as may be required to assure full, complete and better title and to record the same accordingly in various records all the said property, unto the Purchaser forever to have and to hold.

(f) This is the ownership scheme floated, launched and completed by the Owners and the Promoter, under the provisions of the Real Estate (Regulation And Development)Act,2016. The Purchaser is a duly formed and registered tenant partnership type co-operative housing society, under the provisions of the Maharashtra Co-operative Societies Act, 1960. The Promoter, together with the Owners, executed the agreements to sell the concerned flat to the concerned acquirer, who is the member of the Purchaser.

(g) At the time of execution and registration of such agreements necessary stamp duty and registration fees have been paid and borne by the concerned members of the Purchaser, on the true and correct market value of the concerned flats.

(h) This conveyance, hence, is being executed in compliance to the provisions of Real Estate (Regulation And Development)Act,2016, in favour of the duly formed co-operative housing society being the purchaser herein.

(i) All expenses relating to stamp duty, registration fees and incidental expenses of this conveyance have been borne by the Purchaser exclusively.

(j) The further transfer and record of rights on the 7/12 extracts etc and with any/or authority /agency will be entirely the responsibility of the society and the promoter has discharged his responsibility in full by any law enforce by executing this conveynace deed.

Stamp duty particulars :

(i) The members / their predecessor of the Purchaser society, by various agreements listed in the Annexure H have agreed to purchase the concerned flats. The said agreement/s have been duly stamped and registered, either at the time of execution and registration thereof, or later on in the Amnesty scheme for payment of the stamp duty, declared by the Government of the State of Maharashtra, under section …….. of the Maharastra Stamp Act.

(ii) Thus all agreements carry the necessary stamp duty, on the market price and / or the prescribed price, whichever is higher, at the time to their respective execution.

(iii) By virtue of hence, second proviso to the Explanation I to the Article …… r/w provisions of Section ……. of the Maharastra Stamp Act, the stamp duty paid on each of said agreements, are adjusted to the duty on this conveyance.

(iv) Total stamp duty paid on all the agreements is **Rs. ……../- (Rs. …… Only)**. Total registration charges paid on all the agreements is **Rs. ……../- (Rs. …… Only)**

(v) This conveyance hence, is executed on Rs. 100/- Non Judicial Stamp Paper.

Schedule I

(description of the said "Property")

All that portion of land of B-Plot totally admeasuring about 11071.35 sq.mt as per Layout bearing No……..in respect of land bearing Survey No.393/1 admeasuring 03H62 Are i.e 36200 sq.mt and land bearing Survey No.393/2 admeasuring 00H 71Are i.e 7100 Sq.mt, situate at village Talegaon Dabhade, Taluka Maval, District Pune, within the limits of the Registration District of Pune, Sub-Registration Taluka Maval and Nagar Parishad Talegaon Dabhade and which is bounded by

EAST: ……..

SOUTH: ……..

WEST: ……..,

NORTH: ……..

together with easement, appurtenances, pathways, ingress, egress, incidental and other ancillary rights thereto, and which is delineated in Green colour on the aforesaid sanctioned Plan.

Together with following buildings constructed thereon known as "Neelaya"

- Building 'A' consisting of consisting …….. residential Apartments and ……..Shops.
- Building 'B' consisting of consisting …….. residential Apartments and ……..Shops.
- Building 'C' consisting of consisting …….. residential Apartments and ……..Shops.
- together with fixtures, fittings, MSEB meter for the members/purchasers in their respective flats.
- And together with common areas/facilities, MSEB meter, fixtures such as electric pump set, generator set,Organic waste converter, Club House,
- And together with easements, appurtenances, ingress, egress pathways,

And together with incidental, consequential and other ancillary rights thereto.

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In witness whereof, the parties hereto have signed, sealed and delivered to each this Deed of Sale on the date and at the place herein before first mentioned.

(as duly Constituted attorney of the Owners) **Mr. Ranjit Dattaji Naiknavare/ Mr. Hemant Dattaji Naiknavare**	
Passport size photograph	**Thumb Impression**
Owners	

(As the Director of the Promoter) **Mr. Ranjit Dattaji Naiknavare/Mr. Hemant Dattaji Naiknavare**	
Passport size photograph	Thumb Impression
Developer	

Duly authorized signatories of the Purchaser society, Chairman **Mr. .....**	
Passport size photograph	Thumb Impression
Purchaser	

Duly authorized signatories of the Purchaser society, **Secretary** **Mr. .....**	
Passport size photograph	Thumb Impression
Purchaser	

WITNESSES :	
1. 1.Sign :- 2. 3. 2. Name :- 4. 3. Address :-	1. Sign :- 2. Name :- 3. Address :-

Annexure – A
7/12 Extract of Survey No. 393/1

Annexure . B
7/12 Extract of Survey No. 393/2

Annexure – C
Layout Plan

Annexure – D

Building layout and its Commencement Certificates

Annexure – F
Completion Certificates

Annexure – G
Society Registration Certificates

Annexure – H

Particulars of Flats, Purchasers, Agreements, Stamp Duty, and Registration Details, Resell Flat Particulars

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