

Updated Draft - SALE DEED

THIS SALE DEED made at Guhagar- Ratnagiri this day of
in the year Two Thousand and ____

BETWEEN

Mrs. Aakanksha Ajay Salvi, Age: _ _ _ years, Occupation: Business and Agriculture, **PAN No. AREPS6025L** residing at Flat No: 22, Building -B-2, Nirmal Township, Anandnagar, S.No: 12/3, Vadgaon (Bk), Pune- 411 051, hereinafter called "**the Owner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include her legal heirs, executors and administrators) ... **of the ONE PART**

AND

Mr. _____
Age: _____, Occupation: _____, PAN _____
Residing at _____

Hereinafter called "**the Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors, successors, administrators and assigns) of the **Second Part**

WHEREAS:-

- (a)** By a Sale Deed dated 09/01/2009 duly registered with the office of Sub Registrar Guhagar at Serial No. 28/2009 executed by and between Mr. Prasad Vithhal Marathe and Prasad Arvind Marathe as the Vendors therein, Mrs. Aakanksha Ajay Salvi as the Purchaser therein, the said Mr. Prasad Vithhal Marathe and Prasad Arvind Marathe absolutely sold and conveyed unto and in favour of Mrs. Aakanksha Ajay Salvi all that piece and parcel of land bearing Gat Nos. 1523, admeasuring 04 Hectare 41.5 Ares, Assessed at Rs. 07=50 paise situated at Village Jamsut, Taluka Guhagar, District Ratnagiri and within the Jurisdiction of Sub Registrar Guhagar and within the limits of Zillah Parishad Ratnagiri and Panchayat Samiti Guhagar and pursuant thereto name Mrs. Aakanksha Ajay Salvi have been mutated in the revenue record as Owner thereof.
- (b)** By a Sale Deed dated 16/01/2009, duly registered with the office of Sub

Registrar Guhagar at Serial Nos. 48/2009 executed by and between Shri. Chandrakant Vishnu Salvi as the Vendors therein, Mrs. Aakanksha Ajay Salvi as the Purchaser therein, the said Shri. Chandrakant Vishnu Salvi absolutely sold and conveyed unto and in favour of Mrs. Aakanksha Ajay Salvi all that piece and parcel of land bearing Gat Nos. 1522, admeasuring 00 Hectare 76 Ares, Assessed at Rs. 2-76 paise situated at Village Jamsut, Taluka Guhagar, District Ratnagiri and within the Jurisdiction of Sub Registrar Guhagar and within the limits of Zillah Parishad Ratnagiri and Panchayat Samiti Guhagar and pursuant thereto name Mrs. Aakanksha Ajay Salvi have been mutated in the revenue record as Owner thereof.

(c) By and under various Lease Deeds duly registered with the Office of Sub Registrar Guhagar, the Mrs. Aakanksha Ajay Salvi has demised the said lands along with the other lands on lease for a period of 10 years in favour of the various persons, the details of which are as under :-

Date	Registration No	Name of the Lessee
25/08/2009	642/2009	Mr. Devendra Chauhan
28/08/2009	641/2009	Mr. Chandrasekhar L. S
09/11/2009	791/2009	Mrs. Hemani Pravir Joshi
26/07/2010	791/2010	Mr. Lala Mohan Raj
23/11/2009	830/2009	Mr. Suneet Marwah
28/07/2009	642/2009	Mrs. Rashmi Chauhan
26/07/2010	792/2010	Mr. Rajeev Ravindran Nair
07/01/2011	23/2011	Mr. Iresh Singh Hukumchand Patiyal
06/11/2009	793/2009	Mr. Surendrakumar Singh Raturi
28/08/2009	640/2009	Mrs. Sneh Shukla
16/12/2009	897/2009	Mr. Sandeep K Surana

(d) By and under various Surrender Deeds duly registered with the office of Sub Registrar Guhagar, the persons as detailed hereunder have surrendered the lease hold rights unto and in favour of Mrs. Aakanksha Ajay Salvi, which are as follows:-

Date	Registration No	Name of the Lessee	Undivided portion
25/04/2017	351/2017	Mr. Devendra Chauhan	02 Hectares 00 Ares
25/04/2017	350/2017	Mrs. Rashmi Chauhan	02 Hectares 00 Ares
25/04/2017	348/2017	Mr. Chandrasekhar L. S	02 Hectares 00 Ares
28/06/2017	603/2017	Mrs. Hemani Pravir Joshi	02 Hectares 00 Ares

28/06/2017	606/2017	Mr. Lala Madan Mohan Ray	02 Hectares 00 Ares
25/04/2017	353/2017	Mr. Sanjay Jatindarnath Mehta	02 Hectares 00 Ares
25/04/2017	354/2017	Mr. Rajeev Ravindran Nair	02 Hectares 00 Ares
28/06/2017	605/2017	Mr. Iresh Singh Hukumchand Patiyal	02 Hectares 00 Ares
25/04/2017	349/2017	Mr. Surendrakumar Singh Raturi	02 Hectares 00 Ares
25/04/2017	352/2017	Mrs. Sneh Shukla	02 Hectares 00 Ares
28/06/2017	604/2017	Mr. Sandeep K Surana	02 Hectares 00 Ares
17/7/2017	Deed of Declaration	Mr. Suneet Marwah	02 Hectares 00 Ares

(e) Thus, the Vendor herein became well sufficiently entitled to an area admeasuring 05 Hectare 17.5 Ares comprised in (i) Gat Nos. 1522, admeasuring 00 Hectare 76 Ares, Assessed at Rs. 2-76 paise and (ii) Gat Nos. 1523, admeasuring 04 Hectare 41.5 Ares, Assessed at Rs. 07=50 paise and situated at Village Jamsut, Taluka Guhagar, District Ratnagiri and within the Jurisdiction of Sub Registrar Guhagar and within the limits of Zillah Parishad Ratnagiri and Panchayat Samiti Guhagar (hereinafter collectively referred to as **“the said Lands”** and more particularly described in the First Schedule Written hereunder) The 7/12 extracts and Plan of the said lands are annexed hereto as Annexure 1 and 2 respectively.

(f) The Vendor has commenced the development of the said Lands by developing the said lands as Residential Plots Project to be known as **“Ekaant Forest Homes”**.

(g) The Vendor has prepared a layout of the said lands by subdividing the said lands into several plots which has been recommended for sanction by the office of the Assistant Director Town Planning Raigad vide Order No REKHA.TATPU/MOUJEJAMSUDTAL:GUHAGAR/GAT.NO.1522,1523/NARRATNA/2135, roads and other common areas being shown separately. The copy of the said order is annexed hereto as Annexure “3”. The Collector, Ratnagiri has to formally sanction the said layout.

(h) The Vendor is intending to sell the Plots in the said layout (Hereafter called the said plots) to intending purchasers with a right to the prospective purchasers for the use and enjoyment of the internal roads and common areas by him/her/them for the purposes to be earmarked therefore and together with the provisions of water up to a point in **the said plot and electrical overhead line running alongside the internal layout roads and roads and common areas to be used and/or enjoyed by the Purchaser/s along with other prospective purchasers and ourselves or our nominees.**

(i) The Vendor has specifically informed the Purchaser/s that she is developing the said Ekaant Forest Homes as Holistic and Wellness Centre and therefore formulated certain rules and regulation to achieve the purpose of the Project and therefore carrying and consumption of Alcohol and Non-Veg food within the open spaces, common spaces of the project is completely prohibited.

(j) The Purchaser/s herein has/have demanded from the Vendor and the Vendor have given photocopies to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the Architect of the Promoters and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.

(k) The Promoter has registered the project under provisions of the Act with Real Estate Regulatory Authority at no. P52800003353. Authenticated copy is attached in Annexure _____.

(l) The Vendor has disclosed to the Purchaser/s, the nature of the rights of the Vendor to the said lands and also the nature of the proposed development and on being satisfied as regards the same, the Purchasers have requested the Vendor to sell to them one plot in the said layout of the said land in the project known as **“Ekkaant Forest Homes”** bearing Plot No. __ admeasuring ___ square metres. Pursuant to the said request and negotiations between the parties,, the Vendor has agreed to allot and sell the said Plot No. __ admeasuring ___ square metres in the sanctioned layout of the said land (the said plot No. __ along with the said rights and the provisions aforesaid is hereafter collectively called **“THE PLOT”** and is described in the Second Schedule hereunder written and delineated in red colour on the plan annexed hereto) to the Purchaser/s the said plot along with development as referred to hereinafter for a consideration of Rs. _____/- (Rupees _____ only) and on the terms and conditions as

set out herein. Pursuant to the terms and conditions the parties herein are desirous of completing the said transaction on the terms and conditions mentioned hereunder:-

NOW THEREFORE THIS DEED OF SALE/CONVEYANCE WITNESSETH AS FOLLOWS:

1. In consideration of a lumpsum price of Rs. _____/- (Rupees _____ only) paid by the Purchaser/s in the manner as stated in the Third Schedule hereunder written (receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the Purchaser/s forever) SHE the Vendor do hereby grants, conveys, transfers and assures and unto and in favour of the said Purchaser/s absolutely and forever the said Plot more particularly described in the Second Schedule hereunder written being all that piece or parcel of land or ground being all that piece and parcel of farm house plot bearing Plot No. ___ admeasuring ___ square metres or thereabouts in the sanctioned layout of the farm house plots on said land and in project known as Ekaant Forest Homes situated on the said lands described in the First Schedule ALONG WITH a right to use the certain developments, amenities and facilities and along with right to use the certain common areas and facilities such as street lights, common road, electricity and water connection, which right of use of the common areas and especially of the common road, electricity and water connection is and shall be restricted to only the said plot purchased or agreed to be purchased without the purchaser of such plot/s being entitled to extend the use of such common areas to any other piece of land which the Purchaser/s may/could purchase from any owners of lands adjoining the said plot agreed to be purchased .

2. AND THAT the Vendor have at the time of execution of these presents delivered vacant, legal and peaceful possession of the said plot to the Purchaser/s and the Purchaser/s doth hereby admit and acknowledge the same.

3. The Vendor declare and covenants that she would be providing in the said project and for the said plot certain amenities as detailed hereunder namely:

(a) Street Lighting

(b) Water Connection to Each Plot

(c) Garden

(d) Electricity Overhead line running alongside or center of the internal road.

4. The Vendor has granted, conveyed, transferred and assured unto the Purchaser/s the said plot subject to the covenants hereunder TOGETHER WITH all and singular the areas, sewers, ditches, drains, trees, plants, shrubs, ways, paths, water, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said plot or ground hereditaments or any part thereof belonging or in any way appertaining to or with the same or any part thereof now or at any time heretofore usually held used, occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant thereto.

5. AND the grant of conveyance and transfer is and shall be also together with all deeds, documents, writings, other evidences of title relating to the said plot, hereditaments and premises or any part thereof AND all the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever at law and in equity of the said Vendor, out of or upon the said plot or any part thereof.

6. The Purchaser/s shall hereafter HAVE AND HOLD all and singular the said plot hereditaments and premises hereby granted, conveyed and transferred and assured or intended or expressed so to be with their and every of their rights, members and appurtenances UNTO AND TO THE USE and benefit of the Purchaser/s forever subject to the payment of all rents, taxes, rates, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Government of Maharashtra, Gram Panchayat or any other public body in respect thereof.

7. AND the Vendor doth hereby for herself and her legal heirs , executors and administrators covenant with the said Purchaser/s that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming or to claim by from through, under or in trust for the said Vendor made, done, committed, omitted or knowingly or willingly suffered to the contrary, the said Vendor now herself good right, full power and absolute authority to grant, convey, transfer and assure the said Plot hereby granted, conveyed, transferred and assured or intended so to be UNTO AND TO THE USE of the Purchaser/s in the manner aforesaid AND that it shall be lawful for the Purchaser/s from time to time and at all times hereafter, peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said Plot hereby granted, conveyed, transferred and assured with its appurtenances and receive the rents, issues, profits thereof and every part thereof to and for its own use and benefit, without any suit, lawful eviction, interruption, claim and demand

whatsoever from, or by the Vendor or her legal heirs or any of them or from or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them or any.

8. AND that the Vendor hereby covenant with the Purchaser/s that the Purchaser/s shall hold the said Plot free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or hereafter to be had, made, executed, occasioned or suffered by the Vendor or by any other person/s lawfully or equitably claiming or to claim by, from, under or in trust for him or any of them AND the Vendor hereby further states and declares that, the Vendor and all persons having or lawfully or equitably claiming any estates, rights, titles or interests at law or in equity in the said plot by from under or in trust for the Vendor or her legal heirs or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/s, do and execute or cause to be done and or executed all such further and other lawful acts, deeds, things, matters, conveyances and assurances in law, whatsoever for the better, further and more perfectly and absolutely granting and conveying and assuring the said plot unto and to the use of the Purchaser/s in the manner aforesaid as shall or may be reasonably required by the Purchaser/s or their heirs, executors, administrators or assigns or their counsels in law.

9. The Purchaser/s shall at no point of time remove or alter or change the location of the compound barbed wire fencing as the necessary service are provided around the same. The Purchaser/s shall at no point of time remove or alter or change the point of entry to the said Plot as has been specified and provided in the layout as the necessary service lines are to be placed and provided accordingly.

10. AND THAT the Purchaser/s covenant, agrees, declares that:

- (a) the Purchaser/s are aware that the project being developed by the Vendor is a huge project and that it shall take considerable time for completion of the entire development etc. and approximate time of completion is September 2022. Even though the said plot is conveyed to Purchaser/s as stated in the manner herein, the Purchaser/s shall not demand completion of the various facilities and amenities, developments herein mentioned.

- (b) The demarcation of the said plot shall be final as to the area and its shape. The internal layout road in the layout are only meant for ingress and egress of the Purchaser/s to the said plot only and the Purchaser/s covenants not to use the said layout internal roads for approaching any other lands adjacent to the said plot AND further agrees not to park any vehicle/s or any kind on the said internal layout road or to dump any debris or unload any construction or other material on the internal road AND FURTHER covenants that the Purchaser/s shall not excavate or dig the internal roads or cause any damage thereto in any manner.
- (c) The said internal layout roads shall always remain the property of the Vendor or legal heirs and the Purchaser/s shall not claim any right, title or interest thereto. The Vendor shall has full right and authority to assign any benefit of the internal layout road to any third party including right of egress and ingress or use of the same for any purpose on any terms and conditions as they deem fit and proper and that the Purchaser/s shall not raise any dispute thereto.
- (d) Not to throw, dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said plot in any portions of other plots, open spaces, roads, amenity spaces or lands, etc.

11. The Vendor have informed and represented to the Purchaser/s that she is acquiring certain additional lands adjoining the said lands and that the said additionally acquired lands shall be merged into the project and such plotting of the additionally acquired land shall be entitled to enjoy all the benefits and amenities agreed to the purchasers of the present layout. The Purchaser/s doth hereby accord their irrevocable consent to the same.

12. The Vendor shall at her sole discretion form either a Co-operative Society or a Company (private or public) or Association of Persons for the maintenance of the said project on the completion of the project. It is specifically agreed that the Vendor is not bound to convey the open spaces, internal road or the club house/resort to Purchaser/s, or the Cooperative Society or the Company or Association of Persons for maintenance under any circumstances. The Purchaser/s further agree to obtain prior written permission or consent from the Vendor or the maintenance company (either being a Co-operative society or Association of Persons or Company) for sell and transfer of the said Plot and which permission or No objection shall be granted subject to payment of transfer charges. It is agreed by the Purchaser that on completion of the committed development by the Vendor, the Purchaser will start paying all statutory dues &

maintenance charges to Mr. Ajay Ashok Salvi in individual capacity or with his firm/company as may be instructed by him.

13. It is hereby agreed by and between the parties hereto that save and except on payment of the entire monies payable maintenance hereunder the Purchaser/s shall have a right in and upon the said Plot and that Purchaser/s shall not be entitled to any other development such as road, open spaces, gardens, and the same shall always remain the property of the Vendor or of such person/s to whom the same is sold or transferred.

14. The Purchaser/s hereby agrees that the Purchaser/s shall not be entitled to sell the said plot and the right to use the said common areas and facilities/amenities singly without the sell of the other and that the Purchaser/s shall sell and transfer along with the sell and transfer of either of them, the other with an intent that the Purchaser/s shall be entitled to sell and transfer the said Plot entirely comprising of the said plot along with the rights to use the said common areas, amenities and facilities. The Purchaser/s further agree to obtain prior written permission or consent from the Vendor or the maintenance company (either being a Co-operative society or Association of Persons or Company) for sell and transfer of the said Plot and which permission or No objection shall be granted subject to payment of transfer charges and only after payment of all dues in respect of the said plot or membership rights.

15. The Purchaser/s agrees that so long as any plot in the said layout or its extended limits remains unsold, the Vendor shall not be required to pay any maintenance charges to the Vendor herself or to the maintenance company (either being a Co-operative society or Association of Persons or Company) or to any other person/s including any plot purchaser.

16. The Purchaser/s hereby declare/s that the boundary fencing laid by the Vendor for demarcating the entire land of the layout is and will continue to be the property of the Vendor and the Purchaser/s will not have any right to use and/or to disturb and/or to demolish the said fencing under any circumstances whatsoever and the same will be maintained by him/her/them jointly with the concerned purchaser/s of the adjacent plot.

17. AND THAT the name of the said project shall be "Ekaant Forest Homes" and this name shall not be changed. Notwithstanding anything to the contrary in these presents, it is specifically agreed between the parties hereto that, the Vendor has decided to erect or affix project and Vendor's name boards at suitable

places as decided by the Vendor including the entrance gate/s AND FURTHER THAT the Purchaser/s, its successors are not entitled to change the aforesaid project name and remove or alter the Vendor name boards at any time and under any circumstance.

18. The Purchaser have paid the requisite Stamp Duty of Rs. ___/- as per the provisions of Maharashtra Stamp Act, 1958 and the rules made there under along with necessary registration charges of Rs. ___/-

19. Save and otherwise herein provided all costs, charges and expenses relating to these presents and the subsequent Sale Deed/ Conveyance and all other deeds and documents to be executed (including stamping and registration charges as applicable) shall be borne and paid by the Purchaser/s alone.

FIRST SCHEDULE HEREINABOVE REFERRED TO

(Description of the said lands)

All those pieces and parcels of land totally admeasuring 05 Hectare 17.5 Ares situated at Village Jamsut, Taluka Guhagar, District Ratnagiri and within the Jurisdiction of Sub Registrar Guhagar and within the limits of Zillah Parishad Ratnagiri and Panchayat Samiti Guhagar bearing Gat Nos.:-

a) Gat No. 1522 admeasuring 00 Hectare 76 Ares, Assessed at Rs.2=76 paise and bonded as follows: -

On or towards East : - By Gat No. 1520

On or towards South : - By Gat No. 1521

On or towards North :- By Gat No. 1523

On or towards West : - By Gat No. 1523

b) Gat Nos. 1523, admeasuring 04 Hectare 41.5 Ares, Assessed at Rs. 07=50 paise and bonded as follows: -

On or towards East :- By Gat No. 1915, 1520

On or towards South :- By Gat No. 1521, 1511, 1512, 1497

On or towards North :- By Water Stream (Nala)

On or towards West :- By Gat No. 1525 & Water Stream (Nala)

SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of the said Plot)

Plot No. __ admeasuring ___ square metres or thereabouts out of the sanctioned layout of the said lands more particularly described in the First Schedule herein

above written and delineated in red colour boundary line on the plan annexed hereto and bounded as under:-

On or towards the East : By ____

On or towards the West : By ____

On or towards the North : By ____

On or towards the South : By ____

THIRD SCHEDULE HEREINABOVE REFERRED TO

(Details of the payment of the consideration)

A)	Rs. _____/-	Paid by the Purchaser/s prior to the execution of the presents vide Cheque No. ____ dated ____ drawn on _____, Pune.
B)	Rs. _____/-	Paid by the Purchaser/s prior to the execution of the presents vide Cheque No. ____ dated ____ drawn on _____, Pune.
C)	Rs. _____/-	Paid by the Purchaser/s prior to the execution of the presents vide Cheque No. ____ dated ____ drawn on _____, Pune.
	Rs. _____/-	TOTAL

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals the day and year hereinabove written.

Signatures	Photo	Left hand thumb impression
SIGNED, SEALED AND DELIVERED by the within named Vendor Mrs. Aakanksha Ajay Salvi		
SIGNED, SEALED AND DELIVERED by the within named Purchaser Mr_____		

Witnessess		