

GOVT. RATE RS.	:-	/- Per Sq. mtr.
MARKET VALUE. RS.	:- Rs.	/-
AGREEMENT VALUE RS.	:- Rs.	/-
STAMP RS.	:- Rs.	/-
REG. FEE RS.	:- Rs.	/-

SALE-DEED

THIS SALE DEED IS MADE AND EXECUTED AT KARJAT ON THIS _____ DAY OF June 2018..

BETWEEN

1. Mr.Balu Hiru Tawle, Age – 62 Years, Occupation : Business and Agriculturist, (PAN NO. AFEPT1342K), **2’ Mrs.Vimal Balu Tawle**, Age – 53 Years, Occupation : Business and Agriculturist, (PAN NO. AFRPT2928L), **3’ Mr.Sagar Balu Tawle**, Age – 30 Years, Occupation : Business and Agriculturist (PAN NO. AFXPT4845A), **4’ Ms.Sayali Balu Tawle**, Age – 28 Years, Occupation : Business and Agriculturist, (PAN NO. ALNPT6190N), Both Indian resident residing at – Hirukmini Niwas, Near Siddhivinayak Mandir, Nanamastar Nagar, Mudre Khurd, Tal – Karjat, Dist – Raigad. 410201. referred to as **THE VENDOR** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his executors, successors, administrators, assigns etc.) **of the FIRST PART.**

AND

(1) Mr. _____ Age yrs., Occ: Service, (PAN NO _____ . _____ residing at _____ .Hereinafter referred to as **THE PURCHASER/S** (Which expression shall unless repugnant to the context or meaning thereof, include their legal heirs, executors, successors, administrators, assigns etc.) **Party of the SECOND PART.**

AND

M/S. TAWLE DEVELOPERS (PAN NO. AANFT5415H) Firm Through its Partner Mr.Sagar Balu Tawle, Age – 30 Years, Occupation : Business and Agriculturist. (PAN NO. AFXPT4845A), Registered office at – Ground Floor, Sayali Niwas, Near Siddhivinayak Mandir, Nanamastar Nagar, Mudre Khurd, Tal – Karjat, Dist – Raigad. 410201. Hereinafter referred to as **THE CONSENTING**

PARTY their respective heirs, executors, successors, administrators, assigns etc.)
of the **THIRD PART.**

1. **AND WHEREAS THE VENDOR** has purchased the agricultural land situated at **Village - Jambrung**, Taluka - Karjat, District - Raigad on behalf of **THE CONSENTING PARTY** hereinafter referred to as **THE LAND :-**

Sr. No.	Old Survey No. Jambrung	New Survey No. Jambrung	admeasuring area Hect.Are	Assessed Rs.
1	194/0	194	0-72-8	1-53
2	195/1A1		2-20-0	1-40
3	195/1A2		1-80-0	1-40
4	195/2A		0-71-0	0-21
5	195/2B		1-27-0	1-04
6	195/8		0-30-0	0-19
7	198/6A		1-29-0	1-66
TOTAL AREA – 8-29-8				

2. **AND WHEREAS THE VENDORS** have approached Town Planning Department with a Non Agricultural residential layout plan which has been subsequently approved by the Assistant Director of Town Planning and Valuation Department Alibaug Division and who sanctioned the Layout of 155 Residential N.A. Plots vide their outward No - SASANR/RA/ANTIM BEENSHETI REKHAKAN/MOUJE JAMBRUNG / TALUKA KARJAT/ S.No 194/0 V ETAR/1091 DATED - 30/04/2015.

3. **AND WHEREAS** the Taluka Inspector of Land Records (TILR) has surveyed **the LAND** and demarcated the 155 non-agricultural plots, 4 Open Spaces & Amenities space 1, Unbuildable Area 2, Internal Roads 1, 7/12 extract admeasuring 72109 Sq. Mtrs. Village Road & Road Widening 10871 Sq. Mtrs. and their Survey & Demarcation was submitted to the Collector of Raigad.

4. **AND WHEREAS** the Hon'ble Collector Alibaug, Dist. Raigad has approved and sanctioned layout of 155 residential Plots on 55936 Sq. mtrs. of land and granted Non-Agricultural permission for the entire land admeasuring 82980 Sq. mtrs. vide his **Order No. MASHA/L.N.A.1(B)/S.R. 89/2012 DATED 02/01/2017.**
5. **AND WHEREAS** the Talathi of Village Jambrung, Taluka Karjat Dist. Raigad, after the due approval of Tahsildar of Karjat Dist. Raigad, has made mutations on 7/12 extract of the original agriculture lands and allotted New Survey No.194 vide M. E. No.- 2456 dated - 06/03/2018 and created new separate 7/12 extract for each of the 155 sanctioned non agricultural plots, 2 Unbuildable 4 Open Spaces, 1 Amenity Spaces & Internal Roads.
6. **AND WHEREAS THE VENDORS** through their advocate Vivek Ashok Dhanavi title and also made a detailed search at Land Revenue Office and accordingly the advocate has issued the clear and marketable title certificate to **the VENDORS** with respect to **THE LAND.**
7. **AND WHEREAS THE VENDORS** are absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece and parcel of vacant non-agricultural plots, lying being and situated, at **Village – Jambrung, Taluka - Karjat, Dist - Raigad** in the Registration Sub-Registrar Karjat, more particularly described in the schedule hereinafter written and intended to be hereby conveyed, transferred and assured to the Purchaser.
8. **AND WHEREAS THE CONSENTING PARTY** have floated a scheme titled “**RIVER RAIN VALLY**” fully owned by **TAWLE DEVELOPERS** for selling Non Agricultural Plots and Construction of Bungalows on **THE LAND** and have decided to market these plots to public through advertisements and promotions.
9. **AND WHEREAS 1. Mr.Balu Hiru Tawle, 2' Mrs.Vimal Balu Tawle, 3' Mr.Sagar Balu Tawle, & 4' Ms.Sayali Balu Tawle,** who has invested its funds for the purchase of land on his individual name for the development of the Project **TAWLE DEVELOPERS PROJECT “RIVER RAIN VALLY”** has been included as Consenting Party in order to release all its legal rights in favour of the Purchaser.

10. **AND WHEREAS THE PURCHASER** has been approached by **THE CONSENTING PARTY** for Purchase of N. A. Plots on **THE LAND** and the Purchaser has shown willingness to purchase a Plot on the layout bearing **New S.No.194** (Old S. No. 194/0, 195/1A1, 195/1A2, 195/2A, 195/2B, 195/8, 198/6A) bearing Plot Nos. from 1 to 155 55936 Sq Mtr admeasuring total area of 82980 **Sq. meters** from **THE VENDORS** for the mutually agreed consideration herein under mentioned and **THE VENDORS** also agree to sale of the Said Plot to **THE PURCHASER** on the terms and conditions mentioned herein under.
11. **AND WHEREAS THE VENDORS** have agreed with **THE PURCHASER** for absolute sale of the said Layout bearing **New S.No.194** (Old S. No. 194/0, 195/1A1, 195/1A2, 195/2A, 195/2B, 195/8, 198/6A) having **Plot No.** admeasuring **area sq.ft. i.e Sq. mtrs.** and the inheritance thereof in possession free from all encumbrances and reasonable doubts, at or for the total consideration of **RS. _____ /-(Rupees only)** The said consideration is reasonable and as per market value.
12. **AND WHEREAS THE VENDORS** have vested the receipt of total consideration of sale in favor of **THE CONSENTING PARTY** and accordingly **THE PURCHASER** has made all payments favoring **THE CONSENTING PARTY**, receipt whereof is annexed herewith.
13. **AND WHEREAS** the parties have decided to reduce into writing the terms and conditions of the sale of the said **Plot bearing No.** admeasuring **area Sq. mtrs.** which are as follows.

NOW THIS SALE DEED WITNESSETH AS FOLLOWS :-

1. That in pursuance of this Sale Deed and on the consideration of **RS. _____ /-(Rupees only)** having been paid by the **PURCHASER** to **THE CONSENTING PARTY** at the time of execution of this Sale Deed in receipt, of the same, **THE CONSENTING PARTY** hereby admit and acknowledge and **THE VENDORS** and **THE CONSENTING PARTY** release **THE PURCHASER** forever.
2. That in pursuance of this Sale Deed and on consideration of **RS. _____ /-(Rupees only)** having been paid by the **PURCHASER** to **THE CONSENTING PARTY**

at the time of execution of this Sale Deed (in receipt, of the same, the CONSENTING PARTY hereby admit and acknowledge and THE VENDORS and THE CONSENTING PARTY release THE PURCHASER forever). The Purchasers has already paid to THE CONSENTING PARTY Rs. _____ /-(Rupees _____ -
_____ only) as detailed below:

Chq.No.	Date	Name of Bank	Amount	Receipt No.
Balance Amount after receiving loan from the Bank/Financial Institution				
TOTAL				

whereas the balance amount of Rs. _____ /- (Rupees _____ only) will be paid by the concerned bank to THE CONSENTING PARTY directly within 45 days of this Sale Deed by way of disbursal of loan to THE PURCHASERS, after approval and submission of this deed. THE CONSENTING PARTY and THE VENDORS discharge THE PURCHASER from the said payment thereof subject to realization of disbursal from the concerned bank.

3. THE VENDORS doth hereby grant, sell, convey, assure and transfer and assign unto the Purchaser ALL AND SINGULAR, piece and parcel of land freehold **Plot No.** _____ with rights open to the sky admeasuring about **Sq. mtrs,** more particularly defined in **Annexure ‘A’** and in the plan attached hereto as **Annexure ‘C’** lying, being, and situated at Village - Jambrung, Taluka - Karjat, Dist - Raigad TOGETHER WITH irrevocable right to use passage and access to the said layout plot and right, title, claim and demand what and in equity of the owner into and TO HAVE AND HOLD ALL AND SINGULAR the said layout plot hereby granted, released, conveyed and assured or intended or transferred unto and to the use and benefits of the Purchaser absolutely and forever subject to the payment of all cesses, charges, taxes, assessment dues and duties now charged, levied upon the same or hereafter to become payable in respect thereof to Government, Grampanchayat, or to any other local or public body or authority in respect and administrators covenant with the

Purchaser that notwithstanding any fact, deed, matter or thing whatsoever by the owner or by any person or persons lawfully claiming, by, from, under, through or in trust for them or any of them, executed, committed, or knowledgeable or willingly suffered to the contrary.

4. THAT the VENDORS and the Consenting Party now has good rights, full power and absolute authority to grant, convey, or assure or transfer and assign the said layout plot hereby granted, released, conveyed or assured or intended or to be UNTO AND TO THE USE OF THE PURCHASER the manner aforesaid.
5. AND THAT IT SHALL be lawful for the Purchaser from time to time and all times hereinafter peacefully and quietly to hold enter upon and have occupy, possess, manage, enjoy, the said land hereby granted, with their appurtenances and receive the rents, issues and profits thereof to and his own use and benefits without any suit lawful eviction, interruption, claim, and demands whatsoever from or by the VENDORS, or any other person or persons lawfully or equitably claiming to, by, from, or under, or in trust for them.
6. AND FURTHER THAT she/he THE VENDORS, all persons having or lawfully or equitably claiming any estate, rights, titles, or interest at law or in equity in the land hereby granted, released, assured, conveyed or any part thereof from under or in trust for the VENDORS, shall and will from the time to time and all times hereafter as the request and the cost of the PURCHASER do and execute all such further and more particularly and absolutely granting and assuring the said land and every part thereof hereby granted, conveyed and assured UNTO AND TO THE USE OF THE PURCHASER in the manner aforesaid as shall or may be required by the PURCHASER their respective heirs, executors, administrators and assigns or their counsels in law.
7. The VENDORS further covenant with the Purchaser that the VENDORS shall co-operate to get the said land transferred in the name of Purchaser in all Government records etc. and in respect of mutation of name in the records of Rights in favour of PURCHASER at the cost of purchaser only.
8. The PURCHASER has paid an advance of **Rs. _____** /-(Rupees **_____** **only**) and the balance amount of **Rs. _____**

. /(Rupees only) will be paid to THE CONSENTING PARTY by the **Financial institution/Bank** within a period of 45 days as shown in the money receipt column annexed to this Sale Deed. In case for any reason the Financial institution/ Bank does not sanction loan to the Purchaser this Sale Deed will be null & void and stand cancelled without any further written or oral notice by the vendor and the consenting party to the purchaser and thereafter the Vendor will be at liberty to sell the plot to any other party and refund the advance **Rs.** /(Rupees only) paid by the Purchaser within a period of 45 days from the transfer / sale of the plot to the new Purchaser. That title of the said plot will be transferred to the purchaser only on payment of total amount of consideration or any part thereof or any other amount agreed to be paid by the Purchaser to the Vendor or Confirming party. If mutation of name of purchaser is carried out on execution of this present and said sale deed is cancelled for the reasons stated herein above the mutation shall be cancelled and the Purchaser have no objection of the same. That in case of cancellation of sale deed no separate deed of cancellation is required to be executed between the parties but if required the purchaser shall execute the same or the Vendor and confirming party shall get is executed in absence of purchaser.

9. The PURCHASER further covenant with the VENDORS and the CONSENTING PARTY that they shall totally cooperate with the VENDORS and the CONSENTING PARTY to form Plot/ Bungalow Owners Society /Limited Company or Association of the persons without raising any objection in the future at the cost and consequences of the PURCHASERS.
10. The VENDORS of the said land declare that till the date of execution of this present they have not received any notice of acquisition or requisition or any kind of reservation on the said land from Government of Maharashtra and or Collector of Raigad District and/or Grampanchayat or any other concerned local or Public Authorities under Land Acquisition Act or under Maharashtra Regional Town Planning Act or under Maharashtra Revenue Code or by Defence Department of India or under Forest Lands Act or under any other law which will affect the peaceful possession and enjoyment of purchaser.

11. The PURCHASER shall be liable to pay all taxes, cesses, rates and charges payable to the concerned authorities from the date of execution of this Sale Deed.
12. AND THAT it is specifically agreed and understood by the Purchaser and the Purchaser hereby agrees and covenant with the Vendor that with a view to maintain uniformity and quality, the entire constructions on the Said Property and all other plots on the Said Lands in the Said Project shall be carried out by the Consenting Party and/or his subsidiary companies/firms. The Vendor and Consenting Party shall obtain all the requisite construction permissions from the local grampanchayat, Town Planing & Collector, together with the requisite separate water and electricity connection at the said Property. The Consenting Party shall also appoint Architect, Structural Engineer and other experts to prepare the plans of construction and carry out the constructions on the said property. The Purchaser shall, however, have liberty to suggest any change in the design, as may be permitted by the sanctioning authority. The Purchaser, in such case, shall be liable and duty bound to pay and reimburse to the Consenting Party all the expenditure that may be required for obtaining the construction permissions, carrying out constructions, obtaining essential supplies etc. The parties hereto may enter into and execute a separate Agreement for such construction over the said property with our other construction Company.
13. That the Vendor and the consenting party have got approved the layout from concerned authorities if prior to start or completion of construction over the said plot by the Purchaser if there are changes in the government policy with regards to FSI etc the Vendors and the Consenting party shall not be liable for the same.
14. The VENDORS hereby agree to pay all the charges or amount towards the maintenance charges or charges of similar nature payable under the terms and condition up to one year from this Agreement. If the purchaser delays and or fails to pay the agreed maintenance charges or any increase thereof the

amount due for maintenance and every part thereof will remain a statutory charge on the said plot hereby agreed to be sold under Section 55(4)(b) of the Transfer of Property Act, 1882, and in the event of non-payment thereof within 12 months from due date the Vendor will be entitled to enforce the charge by sale of the said plot through Court and the purchaser will be liable to pay all costs, charges and expenses incurred by the Vendors in enforcement of the charge.

15. The CONSENTING PARTY shall provide amenities to THE PURCHASER as per **Annexure ‘B’** on or before or upto **31st December 2023** and thereafter ,

16. The PURCHASER shall be liable to pay Stamp Duty, Registration Charges, Scanning fees, Advocates fee etc. for the registration of Sale Deed.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DATE, MONTH AND YEAR FIRST MENTIONED HEREINABOVE.
SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED **VENDOR**.

PHOTO	NAME	SIGN. & THUMB IMP.
	1.Mr.Balu Hiru Tawle,	

	2. Mrs.Vimal Balu Tawle,	
	3’ Mr.Sagar Balu Tawle,	
	4’ Ms.Sayali Balu Tawle,	

SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED PURCHASER/S.

PHOTO	NAME	SIGN. & THUMB IMP.

SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED CONSENTING PARTY

PHOTO	NAME	SIGN. & THUMB IMP.
	M/S. TAWLE DEVELOPERS Through its Partner Mr.Sagar Balu Tawle,	

WITNESSES

PHOTO	NAME	SIGN. & THUMB IMP.
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ANNEXURE 'A'

SCHEDULE OF THE PROPERTY :-

All that piece and parcel of Layout bearing **New S.No.194** (Old S. No. 194/0, 195/1A1, 195/1A2, 195/2A, 195/2B, 195/8, 198/6A) and having **Plot No.** admeasuring **area Sq. mtrs.** in and lying, being and situated at **Village Jambrung**, Taluka Karjat, District Raigad within the registration Sub-District Raigad and bounded as follows:-

On and towards East :-

On and towards West :-

On and towards South :-

On and towards North :-

ANNEXURE 'B'

SCHEDULE OF THE AMENITIES ON THE PROPERTY

THE CONSENTING PARTY will provide the following amenities to **THE PURCHASER**:

1. Permanent demarcation of Plot,
2. Cement Pole Barber fencing on the periphery with gate..
3. Water Supply after Construction of Bungalow.
4. Electric Supply from a Transformer at a centrally located place, from where THE PURCHASER will obtain a separate connection by paying the meter charges to MSEDCL directly.
5. Plantation on Road side.
6. 40 feet wide main Road and wide arterial Road.
7. Street Lights on the Road.
8. Security at the gate and around THE PROJECT LAND.
9. Central water tank for storage of water.
10. Developed Gardens & Children Play Area.

Membership of upcoming club to THE PURHCASER and immediate family members having following facilities.

- Swimming Pool,
- Well Equipped Gymnasium,
- Fine Dine Restaurant (chargeable)
- Indoor Games,
- Outdoor Games,
- Yoga & Meditation zone,
- campsite with Barbeque.

-: RECEIPT :-

RECEIVED From the Purchaser **1) Mrs.** **2) Mr** .
have agreed to pay a sum of **RS.** **/-(Rupees** **only)**
by Cheques towards the full and final consideration for the sale of Lay-Out
Survey No – 194, N A Plot No. admeasuring **area** **Sq. mtrs.** lying, being
and situated at **Village - Jambrung**, Tal. Karjat, Dist. Raigad.

Chq.No.	Date	Name of Bank	Amount	Receipt No.
Balance Amount after receiving loan from the Bank/Financial Institution				
TOTAL				

RS. **/-(Rupees** **only)**

For M/S. TAWLE DEVELOPERS
(THE CONSENTING PARTY)