

SALE DEED

SALE DEED for the property of **Flat No. _____ on _____ Floor** in the scheme titled as **“SHREEJI SHARNAM”** for **Rs. _____/- (in words Rupees _____ only).**

Executed today on dt. _____ by

The Writer/Landowner/(Party of First Part) of Agreement:

Sharnam Reality, a partnership firm named as such, for and on behalf of the Partnership firm by its Managing Partners **(1) Ashokbhai Ishwarbhai Patel**, aged 55 years, **(2) Dineshbhai Jayantibhai Patel**, aged 39 years, address of partnership firm: A-10, Bansidhar Society, T. P. 13, Chhani, Vadodara, Pan Card of the Partnership Firm is **PAN NO. AEGFS6673D**. Said Partnership Firm Registered at Sr. No. GUJVA102371 under provision of Partnership Act. (who hereinafter shall be referred to as Writer/Landowner in the present Sale Deed which words would mean and include the partnership firm itself and all present partners of the Partnership Firm from time to time and their heirs, successors, assignees, executors, administrators) being Party of First Part.

AND

Purchaser/Recipient of Sale Deed (Party of Second Part)

(1) _____, (PAN NO. _____), Age-_____ years, Occupation: _____, (2) _____, (PAN NO. _____), Age-_____ years, Occupation: _____, both residing at _____. (who hereinafter in the present Sale Deed shall be referred to as Purchaser/Recipient/Allottee of schedule property, which words would mean and includes Purchaser/Recipient/Allottee himself and his heirs, successors, assignees, executors, administrators) being Party of Second Part.

1. The the Non-Agricultural land admeasuring 0-24-28 Hec.-Are-Sq.Mtr. i.e. 2428 Sq.Mts. of Block/Survey No. 421/2 paiki 1 situated in the limits of Mouje Village **Sama**, in the Registration District Vadodara and Sub District Vadodara. Upon inclusion of the said land in T.P. Scheme No. 2 (Sama-Dumad-Vemali), the Final Plot No. 160 has been allotted. As per said Final Plot No. 160, the measurement of the said land is 1457 Sq.Mts. The said is belonging to independent ownership, enjoyment and possession of the Party of the First Part herein. Its detailed description is given in the schedule hereunder. The Party of the First Part herein has full right, power and authority to make use, usage thereof as per our wish and desire.

The permission for making use, usage and utilization for non-agriculture purpose for the said land has been granted by the Collector, Vadodara, vide his order No. NA/SR/772/2014-15 No. Jamin-D/Kalam-65/Vashi/552 to 560/15 dt. 28-01-2015.

2. The said land belonging to the ownership, enjoyment and possession of the Party of the First Part, necessary permission for making construction over the said land, has been granted by the Vadodara Municipal

Corporation/Vadodara Mahanagar Seva Sadan, vide Permission No. 003BP20211508, dt. 18-06-2021 and on that basis the residential scheme named as “SHREEJI SHARNAM” has been organized on the schedule land by the Party of the First Part and the said name is to be kept permanent.

3. The property described in the schedule appended herewith that is the property of **Flat No.** _____ on _____ **Floor** situated in the scheme titled as “SHREEJI SHARNAM” has been sold by the Party of the First Part in favour of you, the Party of the Second Part for **Rs.** _____/- **(in words Rupees _____ only)** and the said full sale consideration amount has been received by the Party of the First Part from you the Party of the Second Part as per following details:

Amount Rs.	Date	Cheque	Name of Bank
Rs.	/-	Totally Rupees _____ only.	

Thus, the full sale consideration as above has been received by the Party of the First Part from you the Party of the Second Part. Now no any amount is outstanding receivable by the Party of the First Part from the Party of the Second Part in respect of sale of said property. That in exchange of consideration paid as above, the physical possession of the property has been handed over by the Party of the First Part to the Party of the Second Part today which has also been taken over by you the Party of the Second Part. However, any Cheque out of sale consideration as above returns without acceptance then the said sale deed shall be treated cancelled automatically and you the Party of the Second Part shall not be able to enforce implementation of any nature of the said sale deed from the Party of the First Part. With such clear cut condition the present Sale Deed has been executed by the Party of the First Part in favour of you the Party of the Second Part herein. Said entire property is having parking space allotted in ‘**Basement/Ground**’ floor as per the construction permission and approved plan.

4. The scheme organized over the said land which will be known in the name as “SHREEJI SHARNAM” and no one has right or power to make change of any nature in the said name. The property as described in present sale deed along with all types of appurtenant rights attached to the same as well as right of coming, going into the same, including all rights of disposal of water and taking and carrying out telephone, electricity, drainage lines, connections, etc. all beneficial and rights of pleasure has been sold by the Party of the First Part in favour of you the Party of the Second Part vide present Sale Deed on permanent basis therefore, you the Party of the Second Part and your heirs, successors have become independent owner and possession holder of the same and you the Party of the Second Part and your

heirs, successors, etc. has become entitled and authorized to make use, usage and enjoyment of the said property by ownership rights and to sell, mortgage, gift or to transfer the said property in any manner whatsoever.

5. As an owner of the property sold to you vide present Sale Deed, the Party of the Second Part has become entitled and authorized to mutate your independent name in requisite revenue record, in government or semi government offices and entire expenses in this regard is to be borne/paid by the Party of the Second Part and the Party of the First Part is bound to make necessary signatures, consents. Further, you the Party of the Second Part has to bear electricity bill, G.S.G. mutation expenses in revenue record, corporation tax, revenue, etc. which becomes payable in respect of said property the responsibility to pay the same shall be of the Party of the Second Part. The entire expenses of the sale deed such as stamp duty, registration fee, advocate fee, etc. is that of the Party of the Second Part only.
6. For upkeepment, maintenance, house keeping, cleanliness and caring if all units purchasers members of the scheme by joining together forms Development Council or Association than you the Purchaser shall have to become member compulsorily and observe its rules, regulations and to pay and contribute amount of proportionate administrative expenses such as relating to upkeepment, maintenance, house keeping, cleanliness and caring falling at share is to be given compulsorily and expenses for repairing of all common items, common electricity bill, water motor pump, etc. for its maintenance, up-keeping, repairing, making is to be borne/paid proportionately as when found necessary. With such clear cut condition, the present Sale Deed has been executed by the Party of the First Part in favour of Party of the Second Part.
7. The maps/plans sanctioned for the purpose of construction on the said land which are approved by the VUDA and accordingly, the construction of said property has been made and the same has been examined/checked by you the Party of the Second Part. As stated in the same, in the open land you the Purchaser/Party of the Second Part and co-sharers being other unit purchasers are bound to keep the same permanently open without demanding personal ownership right and the property as per present site condition out of the said scheme titled as “**SHREEJI SHARNAM**” has been sold vide present deed to you, in the open land of the scheme or in any other construction you cannot separate your part nor ownership can be demanded and if you Purchaser herein sells the property sold to you to any one else then confirming all conditions of present sale deed, with a clarification to abide by such conditions, it can be and shall be sold. The changes made/proposed as per requirement of the organizers of the said scheme shall have to be accepted/confirmed by all unit purchasers in the scheme. In this regard none of the unit purchasers have to raise objection or dispute of any nature at present or in future. On the common plot of the said scheme, there will not be personal ownership of any of the unit purchasers nor can be demanded. With such clarification and specific condition, the present deed has been executed. However, after receipt of B.U. Permission for the said scheme, the right, share of additional F.S.I. common area, etc. of

the Promoter will not survive. Its entire right, share shall be of the society or the Association.

8. That in the property sold vide present Sale Deed, no alteration, modification or change in the external portion or in the openings (windows and doors) shall be made and also not to cause any encroachment in the deep shed nor any projected grill be fitted. Further no change in the site position of walls, windows, doors, etc. of the unit sold is to be made nor it cannot be done and the ownership of slabs of upper lower owners and the ownership of surrounding wall shall be common with the surrounding owners and the expenses relating to its maintenance, renovation, repairing, etc. shall be borne proportionately by the concerned unit owners as and when required. Further, no one has to commit such act so that change of any nature takes place in its elevation or R.C.C. structure suffers damage of any kind nor to keep and store any materials or items in the passage and the unit owners have not to keep any heavy material or heavy machinery or motor which may make vibration or noise pollution and in the common parking, passage of the scheme, no one shall make nuisance, dirt nor to do any act which may cause obstruction to others nor to keep any materials/goods against the government laws nor to carry out any criminal act/business and not to keep any blasting/explosive substance nor to commit any act by any unit holder/purchaser. With such clarification and specific condition, present Sale Deed is executed.
9. That the only use, usage and utilization of the property purchased by you the Party of the Second Part is to be made for the residential purpose only after execution of sale deed. The planning of the said scheme titled as **“SHREEJI SHARNAM”** has been made as per development permission granted by the Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan, vide Permission No. _____ dt. _____ and as stated in the approved plan appended with the Rajachithhi, the purchasers of the units in the said scheme shall have to park their vehicles only in the allotted parking space i.e. ‘Basement/Ground’ floor provided in the said scheme titled as **“SHREEJI SHARNAM”** without causing obstruction/hindrance to others. With such clear cut condition, the present sale deed has been executed by the Party of the First Part in favour of you the Party of the Second Part, for which the Party of the Second Part is in consent.
10. The property described in the schedule and sold to you the Party of the Second Part herein is belonging to the independent ownership, enjoyment and possession of the Party of First Part in which except the Party of the First Part, no any other person has right, title, interest, concern, share, power, authority of any nature nor the same has been given to any one by sale, gift, mortgage, agreement to sell or deed of any such nature. Further the Party of the First Part has full right, power and authority to sell the same. By giving such a fair assurance and trust, the property as described in the schedule has been sold to you the Party of the Second Part herein. Further, as per Title Certificate given in respect of the said property, its title is clear and marketable. Further, the title has been seen and verified through your advocate as per title clearance certificate given. Further, the Party of the

Second Part has after acquiring self-knowledge satisfaction in respect of schedule property from the Party of the First Part and land belonging to the Party of the First Part and with respect to construction made thereon and therein and other facilities/amenities the complete information has been provided to the Party of the Second Part. Further, all relevant documentary papers concerning the said scheme have been seen and inspected by you the Party of the Second Part through your Advocate and upon receipt of full satisfaction from the same in that regard and on satisfying fully with the construction quality and site condition of the said property, you the Party of the Second Part has purchased the said schedule property. Thus, with respect to construction quality of the said schedule property and materials used in the construction and structural design and measurement as per site condition, etc. no any dispute is remaining to you the Party of the Second Part herein and upon giving such undertaking by you Party of the Second Part, the Party of the First Part has executed present Sale Deed in favour of you the Party of the Second Part herein.

11. Within 5 years on handing over the possession of the property sold to you the Party of the Second Part, if type of structural defect of any nature or in respect of workmanship or quality or service provisions of **“SHREEJI SHARNAM”** is brought to the notice of Party of First Part by the Party of the Second Part and if the said defect has not arisen due to Party of the Second Part then in such circumstances, as long as possible, the said defect shall have to be rectified by the Party of the First Part at our cost and if it is not possible to rectify such defect then you the Party of the Second Part shall be entitled to get compensation for such defect subject to provisions of the Act and conditions stated in the present Sale Deed, However, for such defects, if the Party of the First Part cannot be liable to be hold responsible or the cause for such defect is beyond the control of the of the Party of the First Part or such defect has arisen due to Party of Second Part or some natural reasons for such structural defect, service provisions, quality or workmanship, defect or defect of any nature and defect which has arisen due to Party of the Second Part or any person at your instance, then the Party of the First Part shall not be liable to pay entitled compensation to the Party of the Second Part nor there will be any responsibility to remove such defect at the cost of the Party of the First Part. The maintenance of the services, amenities, common facilities provided by the Party of the First Part in the said scheme for making use is to be made by Party of the Second Part independently in personal capacity or joint use with all other members for which the repairing shall be made by giving necessary annual maintenance rate contracts from year to year.
12. The property sold on the basis of present Sale Deed that the property more particularly described in the schedule hereunder is belonging to the ownership, enjoyment and possession of the Party of First Part in which except the Party of the First Part, no any other person has right, title, interest, concern, share, power, authority of any nature nor the same has been given to any person firm or money lending bank, finance company, institution by way of sale, gift, mortgage or agreement to sell or deed/writing of any such nature. Further, as per Title Certificate given in the title of the said property

is clear and marketable and the Party of the First Part has full right, power and authority to sell the same. By giving such a fair assurance and trust, the property as described in the schedule has been sold to you the Party of the Second Part herein.

13. The power to make use of undivided common area of the said scheme is prepared in the said scheme which belong to the Association and as per legal provisions, whatever documentary evidences are required to be made in the name of concerned association, we the Party of the First Part shall do so.
14. **Severability: For cancellation/revocation of this Deed/Agreement.** Any provisions stated in respect of Agreement to Sell made earlier under the Real Estate (Regulation and Development) Act, 2016 or rules, regulations framed there under or under all other applicable laws are treated as cancelable or unenforceable under then to the extent that such provisions which are inconsistent with the purpose of this Deed or should be necessarily consistent with the applicable laws or rules regulations framed there under shall be treated or amended to and in that extent and the remaining provisions of this Deed which were applicable at the time of implementation of previous Agreement to Sell, shall be considered valid and enforceable in such manner.
15. Further, for making registration of the said scheme titled as ‘**SHREEJI SHARNAM**’ it has been submitted before the controlling authority of the Real Estate (Regulation and Development) Act, 2016, registered Agreement No. _____ is made on dt. _____. All conditions and rules mentioned in the same are and shall be binding to all members/holder Unit purchasers in the said scheme.
16. **Dispute Resolution:** Any dispute arising between both parties is to be resolved/settled amicably. In any circumstances the resolution cannot be brought by amicable settlement then it shall have to be sent to the council of authority framed under provisions, rules and regulations of the Real Estate (Regulation and Development) Act, 2016.
17. The said scheme is registered under provisions of Real Estate (Regulation and Development) Act, 2016. It is given registration No. _____ on dt. _____.

Schedule

Description of property sold

The Non-Agricultural land admeasuring 0-24-28 Hec.-Are-Sq.Mtr. i.e. 2428 Sq.Mts. of Block/Survey No. 421/2 paiki 1 situated in the limits of Mouje Village **Sama**, in the Registration District Vadodara and Sub District Vadodara. Upon inclusion of the said land in T.P. Scheme No. 2 (Sama-Dumad-Vemali), the Final Plot No. 160 has been allotted. As per said Final Plot No. 160, the measurement of the said land is 1457 Sq. Mts., as per plans sanctioned in the said land, the residential scheme titled as “**SHREEJI SHARNAM**” has been organized by the Party of the First Part. In the said scheme titled as “**SHREEJI SHARNAM**” the property of **Flat No. _____ on _____ Floor**, having its **carpet area admeasuring _____ Sq.Mts.**, wherein **Balcony area admeasuring _____ sq.mt** and **Wash area admeasuring _____ sq.mt.** and Terrace admeasuring **___ sq.mt.** and common road

and common plot area admeasuring _____ sq.mt. The said property of **Flat No.** has been sold by the Party of the First Part to the Party of the Second Part vide present Sale Deed. Its boundaries are as under:

On East :
On West :
On North :
On South :

Photographs of the property for identification:

Address: **Flat No.** _____, _____ Floor, “SHREEJI SHARNAM”
Sama, Vadodara.

Signature of Vendor

Signature of Purchaser

This Sale Deed has since been executed by the Party of First Part in favour of you the Party of the Second Part herein upon our willingness, after reading, cause reading, understanding, thinking, became aware of the facts, in clear mind, without any sort of pressure, force or threat the same is and shall be acceptable, binding and agreeable us, our heirs, successors, etc.

Sharnam Reality, A Partnership firm
By its Managing Partners:

(1) Ashokbhai Ishwarbhai Patel

(2) Dineshbhai Jayantibhai Patel
Executors of Sale Deed,
Landowner/Party of First Part.

In Witness

1. _____

2. _____

Schedule under Section 32(A) of the Registration Act, 1908

Sharnam Reality, A Partnership firm
By its Managing Partners:

(1) Ashokbhai Ishwarbhai Patel

(2) Dineshbhai Jayantibhai Patel
Executors of Sale Deed,
Landowner/Party of First Part.

Purchaser/Party of Second Part:

(1)

(2)

Sale Deed No. _____, dt.

Schedule

Check list as per sub section 3 of Sec. 34 of the Registration Act, 1908.

Sr. No.	Questions to be asked to Vendor.	Reply Yes/No.
1	As stated in sale deed for the property of Flat No. _____ on Floor in “SHREEJI SHARNAM” in Block/Survey No. 421/2 paiki 1 situated in the limits of Mouje Village Sama , in the Registration District Vadodara and Sub District Vadodara. Upon inclusion of the said land in T.P. Scheme No. 2 (Sama-Dumad-Vemali), the Final Plot No. 160 for which sale deed is made ?	Yes.
2	As stated in the deed, the Property of Flat No. _____ , having its carpet area admeasuring _____ Sq.Mts. , wherein balcony area admeasuring _____ sq.mt and Wash area admeasuring _____ sq.mt and Terrace admeasuring _____ sq.mt. and common road and common plot area admeasuring _____ sq.mt. The Sale Deed for the said property is made ?	Yes.
3	Consideration amount as per details mentioned in the Deed has been received ?	Yes.
4	The details mentioned in the deed have been read, caused reading, understanding and signed/TI made yourself is admitted by you ?	Yes.
5	For giving identification, have you brought persons known to you ?	Yes.
	Questions to be asked to identifiers.	
1	Writer person/s of the deed who have given admission, you do know them personally ?	Yes.
2	Name written in the deed and person/s giving admission are same person ?	Yes.
3	Do you give assurance that no person has given admission by holding false name ?	Yes.

Signature of the Writer.

Witnesses
