

SALE DEED in respect of the immovable property of Unit/Flat No.

_____ - in "Raama Skyz"

THIS DEED OF SALE is executed on __/__/2020 in favour of **Allotte / Vendee / Purchaser/s** –

1) _____ aged ____ years, PAN Card No. _____ Aadhar No. _____ residing at: _____, Vadodara.

(Hereinafter referred to as the **Allotte / Vendee / Purchaser** which expression shall unless it be repugnant to the context or meaning thereof include his/her/their heirs, successors, executors, assignees, etc) the party of the **FIRST PART**.

AND

Vendor / Land Owner / Promoter –

M/s. Raama Infracon, a partnership firm, duly registered under the Indian Partnership Act, 1932, having its principal place of business at Block No. 61 to 64, F.P. No. 187, Behind Sky Marc, Vadodara 390008 **PAN Card No. ABAFR 0089 B** through its Authorized Partner – **Vinodkumar Jawarilal Jain** , aged adult, Occupation Business, residing at: 201, Wings Flats, B/H Narmada Guest House, Ellorapark, Vadodara – 390007, Vadodara **and Partner – Gajera Mukeshbhai Vallbhbhai**, aged about 44 years, residing at Tanasava, Tanasava, Rajkot, Tanasava, Gujarat-360490

Hereinafter referred to as "**Vendor / Land Owner / Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**.

Purchaser

Sellers

WHEREAS

Old RS No. 90, Block No. 61 adm. 3237 sq. mtr.

- The land bearing Old RS No. 90, Block No. 61 of village Vemali is found in the name of Ranchhodbhai Gokalbhai, thereafter, the name of Shanabhai Ranchhodbhai has been entered as protected tenant and the effect was mutated in revenue record vide entry no. 178. Further, as per Tenancy Order vide no. ALT No. Vemali-23 dated 17.05.1961, the tenant- Shanabhai Ranchhodbhai has purchased the restricted tenure land from the owner Ranchhodbhai Gokalbhai and the effect has been mutated in revenue record vide entry no. 378 dated 17.09.1963. Further, the owner Parmar Shanabhai Ranchhodbhai expired on 26.12.1984 and after his death, the name of his legal heirs namely- Gordhanbhai Shanabhai Parmar and Gangaben Shanabhai Parmar were mutated in revenue record vide entry no. 807 dated 18.04.1989. Further, the co-owner- Gangaben Shanabhai Parmar has released her rights from the said land and the effect was mutated in revenue record vide entry no. 827 dated 22.09.1989. Further, the survey numbers of the village Vemali has been consolidated and new Block numbers came to effect and the said changes have been mutated in revenue record vide entry no. 918 dated 16.10.1991. Further, the owner- Parmar Shanabhai Ranchhodbhai has executed a Will on 01.12.1984 in favor of Kapilaben Jayantilal Shah and after his death on 26.12.1984, as per the said Will, the name of Kapilaben Jayantilal Shah was mutated in revenue record vide entry no. 1088 dated 07.09.1995. Further, Kapilaben alias Kaushalyaben Jayantilal Shah has executed a Will on 01.01.1998 in favor of Gopiben Dipakbhai Jayantilal Shah and after her death on 30.01.1998, as per the said Will, the name of Gopiben Dipakbhai Jayantilal Shah was mutated in revenue record vide entry no. 1196 dated 22.05.1998. Further, as per Order by Deputy Collector, Vadodara, in RTS/Appeal/8/2004 dated 12.09.2005, the applicant's appeal has been cancelled and the revenue entry no. 827 dated 22.09.1989 has been confirmed and the effect was mutated in revenue record vide entry no. 1524 dated 04.10.2005. Further, as per promulgation order, the re-correction took place and the effect was mutated in revenue record

Purchaser

Sellers

vide entry no. 1738 dated 03.06.2008. Further, the owner- Gopiben Dipakbhai Jayantilal Shah has executed regd. Banakhat vide entry no. 10700 dated 14.09.2009 in favor of Dipakkaumar Jayantilal Shah for Block No. 61, Old RS No. 90 & Block No. 62, Old RS No. 91 before Sub-Registrar and the said banakhat has been cancelled by executing Regd. Cancellation of banakhat vide no.11370 dated 07.10.2011. Further, the name of Shah Krimishkumar Dipakbhai and Shah Vritaben Dipakkumar, wf/o Sapankumar Kadakiya has been entered as co-owners, as per consent of Gopiben Dipakbhai Jayantilal Shah and the effect has been mutated in revenue record vide entry no. 2394 dated 20.08.2014. Further, family partition took place and as per the said partition, Gopiben Dipakbhai Jayantilal Shah and Vritaben Dipakkumar, w/o Sapankumar Kadakiya became the owner of Block No. 61, 62, 63 & 64 and the effect was mutated in revenue record vide entry no. 2470 dated 16.02.2015. Further, the co-owner Gopiben Dipakbhai Jayantilal Shah has executed Regd. Release Deed vide no. 771 dated 10.05.2016 and released her right over the said land in favor of Vritaben Dipakkumar, w/o Sapankumar Kadakiya and the effect was mutated in revenue record vide entry no. 2674 dated 15.06.2016. Further, as per Duplicate Certificate No. Vemali/23, dated. 04.06.1961, dated 24.07.2017, the land owner's charges over the said land has been deleted from other rights and the effect has been mutated in revenue record vide entry no. 2825 dated 26.09.2017. Further, as per Order by Collector, Vadodara vide no. Tenancy/A/Vashi/866 to 870/2019 dated 18.09.2019, Block No. 61, 62, 63 & 64, total adm. 11533 sq. mtr., TP Scheme No. 2, FP No. 187 adm. 6920 sq. mtr. has been converted for residential and commercial use, as per Sec. 43, Rule -25 (C) of Tenancy Act and the effect was mutated in revenue record vide entry no. 3087 dated 30.09.2019. Further, as per Online Application, the Collector, Vadodara has ordered on 12.10.2019 vide no. 1199/19/02/023/2019 to convert the land bearing RS No. 90, Block No. 61, adm. 3237 sq. mtr. paiki 1942 sq. mtr. for non-agricultural (multi-purpose) use and the effect was mutated in revenue record vide entry no. 3089 dated 19/11/2019.

Old RS No. 91, Block No. 62 adm. 2732 sq. mtr.

Purchaser

Sellers

- The land bearing Old RS No. 91, Block No. 62 of village Vemali is found in the name of Tapishankar Jamnashankar Vyas who has sold the said land through his POA Padmashankar T. Vyas vide Regd. Sale deed dated 16.04.1945 in favor of Ranchhodbhai Gokalbhai and the name of purchaser was mutated in revenue record vide entry no. 113. Further, the name of Shivabhai Ranchhodbhai has been entered as protected tenant and the effect was mutated in revenue record vide entry no. 178. Further, as per Tenancy Order vide no. ALT No. Vemali-27 dated 17.05.1961, the tenant- Shivabhai Ranchhodbhai has purchased the said restricted tenure land from the owner Ranchhodbhai Gokalbhai and the effect has been mutated in revenue record vide entry no. 377 dated 17.09.1963. Further, the owner Parmar Shivabhai Ranchhodbhai expired on 22.09.1987 and after his death, the name of his legal heir namely- Nanabhai Shivabhai Parmar was mutated in revenue record vide entry no. 825 dated 21.09.1989. Further, the survey numbers of the village Vemali has been consolidated and new Block numbers came to effect and the said changes have been mutated in revenue record vide entry no. 918 dated 16.10.1991. Further, the owner- Parmar Shivabhai Ranchhodbhai has executed a Will on 01.09.1987 in favor of Kapilaben Jayantilal Shah and after his death on 22.09.1987, as per the said Will, the name of Kapilaben Jayantilal Shah was mutated in revenue record vide entry no. 1089 dated 07.09.1995. Entry no. 1092 is not related to the said survey number. Further, Kapilaben alias Kaushalyaben Jayantilal Shah has executed a Will on 01.01.1998 in favor of Gopiben Dipakbhai Jayantilal Shah and after her death on 30.01.1998, as per the said Will, the name of Gopiben Dipakbhai Jayantilal Shah was mutated in revenue record vide entry no. 1196 dated 22.05.1998. Further, the owner- Gopiben Dipakbhai Jayantilal Shah has executed regd. Banakhat vide entry no. 10700 dated 14.09.2009 in favor of Dipakkaumar Jayantilal Shah for Block No. 61, Old RS No. 90 & Block No. 62, Old RS No. 91 before Sub-Registrar and the said banakhat has been cancelled by executing Regd. Cancellation of banakhat vide no.11370 dated 07.10.2011. Further, the name of Shah Krimishkumar Dipakbhai and Shah Vritaben Dipakkumar, wf/o Sapankumar Kadakiya has been entered as co-owners, as per consent of Gopiben Dipakbhai Jayantilal Shah and the effect has been mutated in revenue record vide entry no. 2394 dated 20.08.2014. Further, family partition took place and as per the said partition, Gopiben Dipakbhai

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Jayantilal Shah and Vritaben Dipakkumar, w/o Sapankumar Kadakiya became the owner of Block No. 61, 62, 63 & 64 and the effect was mutated in revenue record vide entry no. 2470 dated 16.02.2015.

- Further, the co-owner Gopiben Dipakbhai Jayantilal Shah has executed Regd. Release Deed vide no. 771 dated 10.05.2016 and released her right over the said land in favor of Vritaben Dipakkumar, w/o Sapankumar Kadakiya and the effect was mutated in revenue record vide entry no. 2674 dated 15.06.2016. Further, as per Duplicate Certificate No. Vemali/27, dated. 04.06.1961, dated 24.07.2017, the land owner's charges over the said land has been deleted from other rights and the effect has been mutated in revenue record vide entry no. 2826 dated 26.09.2017. Further, as per Order by Collector, Vadodara vide no. Tenancy/A/Vashi/866 to 870/2019 dated 18.09.2019, Block No. 61, 62, 63 & 64, total adm. 11533 sq. mtr., TP Scheme No. 2, FP No. 187 adm. 6920 sq. mtr. has been converted for residential and commercial use, as per Sec. 43, Rule -25 (C) of Tenancy Act and the effect was mutated in revenue record vide entry no. 3087 dated 30.09.2019. Further, as per Online Application, the Collector, Vadodara has ordered on 12.10.2019 vide no. 1200/19/02/023/2019 to convert the land bearing, Block No. 62, adm. 2732 sq. mtr. paiki 1639 sq. mtr. for non-agricultural (multi-purpose) use and the effect was mutated in revenue record vide entry no. 3090 dated 19/11/2019.

Old RS No. 92, Block No. 63 adm. 2630 sq. mtr.

- The land bearing Old RS No. 92, Block No. 63 of village Vemali is found in the name of Jethabhai Virchand and after his death, the name of his legal heir Dalsukhbhai Jethabhai was mutated in revenue record by way of succession vide entry no. 55. Further, the name of Mangalbhai Karabhai has been entered as protected tenant and the effect was mutated in revenue record vide entry no. 178/21. Further, the owner Dalsukhbhai Jethabhai expired on 02.01.1963 and after his death, the name of his legal heir namely Thakorabhai Dalsukhbhai was mutated in revenue record by way of

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succession vide entry no. 351 dated 17.01.1963. Further, as per Tenancy Order vide no. ALT No. Vemali-2 dated 17.05.1961, the tenant- Mangalbhai Karabhai has purchased the said restricted tenure land from the owner Thakorbbhai Dalsukhbhai and the effect has been mutated in revenue record vide entry no. 399 dated 17.09.1963. Further, the owner Mangalbhai Karabhai expired on 24.10.1986 and after his death, the name of his legal heirs namely- Dariyaben wd/o Mangalbhai Karabhai, Budhabhai Mangalbhai, Dahyabhai Mangalbhai, Ravjibhai Mangalbhai and Nagjibhai Mangalbhai were mutated in revenue record by way of succession vide entry no. 774 dated 15.07.1987. Further, the survey numbers of the village Vemali has been consolidated and new Block numbers came to effect and the said changes have been mutated in revenue record vide entry no. 918 dated 16.10.1991. Further, the owner- Mangalbhai Karabhai Parmar has executed a Will on 16.10.1986 in favor of Kapilaben Jayantilal Shah and after his death on 24.10.1986, as per the said Will, the name of Kapilaben Jayantilal Shah was mutated in revenue record vide entry no. 1090 dated 07.09.1995. Entry no. 1092 is not related to the said survey number. Further, Kapilaben alias Kaushalyaben Jayantilal Shah has executed a Will on 01.01.1998 in favor of Gopiben Dipakbbhai Jayantilal Shah and after her death on 30.01.1998, as per the said Will, the name of Gopiben Dipakbbhai Jayantilal Shah was mutated in revenue record vide entry no. 1196 dated 22.05.1998. Further, as per Duplicate purchase Certificate issued by Mamlatdar and Krushipanch, Vemali, the Tenant's charges over the said land has been deleted from other rights and the effect has been mutated in revenue record vide entry no. 1268 dated 02.11.1999. Further, the owner- Gopiben Dipakbbhai Jayantilal Shah has executed regd. Banakhat vide entry no. 10701 dated 14.09.2009 in favor of Dipakkaumar Jayantilal Shah for Block No. 63, Old RS No. 92 & other before Sub-Registrar and the said banakhat has been cancelled by executing Regd. Cancellation of banakhat vide no.11368 dated 07.10.2011. Further, the name of Shah Krimishkumar Dipakbbhai and Shah Vritaben Dipakkumar, wf/o Sapankumar Kadakiya has been entered as co-owners, as per consent of Gopiben Dipakbbhai Jayantilal Shah and the effect has been mutated in revenue record vide entry no. 2394 dated 20.08.2014. Further, family partition took place and as per the said partition, Gopiben Dipakbbhai Jayantilal Shah and Vritaben Dipakkumar, w/o Sapankumar Kadakiya

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became the owner of Block No. 61, 62, 63 & 64 and the effect was mutated in revenue record vide entry no. 2470 dated 16.02.2015. Further, the co-owner Gopiben Dipakbhai Jayantilal Shah has executed Regd. Release Deed vide no. 771 dated 10.05.2016 and released her right over the said land in favor of Vritaben Dipakkumar, w/o Sapankumar Kadakiya and the effect was mutated in revenue record vide entry no. 2674 dated 15.06.2016. Further, legal heirs of Mangalbhai Karabhai have filed Civil Suit against Gopiben Dipakbhai Shah vide RCS No. 256/14 for the said land and as per Order by Additional Senior Civil Judge Vadodara vide Code No. G.J.00843 dated 13.04.2017, the plaintiff's application in RCS No. 256/14, below Exh.5 has been confirmed and the effect was mutated in revenue record vide entry no. 2815 dated 11.08.2017. Further, the plaintiff has produced withdrawal pursis vide Exh.31 in RCS No. 256/14 and as per the said withdrawal pursis, the Court has ordered on 05.05.2018 to disposed off the said matter and the effect was mutated in revenue record vide entry no. 2918 date 05.07.2018. Further, as per Order by Collector, Vadodara vide no. Tenancy/A/Vashi/866 to 870/2019 dated 18.09.2019, Block No. 61, 62, 63 & 64, total adm. 11533 sq. mtr., TP Scheme No. 2, FP No. 187 adm. 6920 sq. mtr. has been converted for residential and commercial use, as per Sec. 43, Rule -25 (C) of Tenancy Act and the effect was mutated in revenue record vide entry no. 3087 dated 30.09.2019. Further, as per Online Application, the Collector, Vadodara has ordered on 12.10.2019 vide no. 1201/19/02/023/2019 to convert the land bearing, Block No. 63, adm. 2630 sq. mtr. paiki 1578 sq. mtr. for non-agricultural (multi-purpose) use and the effect was mutated in revenue record vide entry no. 3091 dated 19/11/2019.

Old RS No. 45, 46, Block No. 64 adm. 2934 sq. mtr.

- The land bearing Block No. 64 of village Vemali is found in the name of Chandrasinhrao Dadasaheb & Dilipsinhrao Dadasaheb as per sale deed dated 22.06.1945, and the effect was mutated in revenue record vide entry no. 22. Further, as per Tenancy Order vide no. ALT No. Vemali-59 dated 17.05.1961, the tenant- Mohanbhai Lallubhai has purchased the said restricted tenure land from

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Sellers

the owner Chandrasinhrao Dadasaheb & others and the effect has been mutated in revenue record vide entry no. 387 dated 17.09.1963. Further, the charges of Gujarat State Co. Op. L. D. Bank Ltd. for RS. 7000 has been mutated in revenue record vide entry no. 486 dated 05.07.1969. Further, as per Purchase Certificate issued by Mamlatdar and Krushipanch, Vemali, vide certificate no. 1696/80 dated 30.08.1980, in case no. Vemali/29 dated 12.06.1961, the Tenant's charges over the said land has been deleted from other rights and the effect has been mutated in revenue record vide entry no. 632 dated 04.08.1981. Further, the owner Mohanbhai Lallubhai Parmar expired on 17.02.1979 and after his death, the name of his legal heir namely- Chhaganbhai Mohanbhai Parmar was mutated in revenue record by way of succession vide entry no. 643 dated 03.01.1982. Further, as per Tenancy Case No. 5257/83 dated 18.05.1984, below 80-C the owner- Mohanbhai Lallubhai (deceased) through his legal heir- Chhaganbhai Mohanbhai has sold the said land to Mangalbhai Karabhai. Hence, the name of Sarkar is entered and the effect was mutated in revenue record vide entry no. 721 dated 22.05.1984. Further, the survey numbers of the village Vemali has been consolidated and new Block numbers came to effect and the said changes have been mutated in revenue record vide entry no. 918 dated 16.10.1991. Entry no. 1140 is not related to the said survey number. Further, legal heir of Mohanbhai Lallubhai namely Chhaganbhai Mohanbhai has filed Appeal to Deputy Collector, Vadodara and therefore, as per order vide no. Tenancy/Appeal/19/1998 dated 29.05.1998 by Dy. Collector, Vadodara, the applicant's appeal has been approved and the Order in Tenancy Case No. 5257/83 has been cancelled and ordered to applicant to take the charge of the said land before 28.08.1998 and as per Panchkyas, the name of owner has been mutated in revenue record, the said effect was mutated vide entry no. 1324 dated 25.07.2000. Further, the owner- Chhaganbhai Mohanbhai Parmar has executed a Will on 01.03.2000 in favor of Gopiben Dipakbhai Shah and after his death on 18.03.2000, as per the said Will, the name of Gopiben Dipakbhai Shah was mutated in revenue record vide entry no. 1345 dated 01.07.2001. Further, Gopiben Dipakbhai Shah has applied for Probate Certificate vide no. Civil Mis. Application No. 221/2003 and obtained Probate Certificate on 11.03.2004 and the effect was mutated in revenue record vide entry no. 1471 dated 04.04.2004. Further, the name of Shah

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Krimishkumar Dipakbhai and Shah Vritaben Dipakkumar, wf/o Sapankumar Kadakiya has been entered as co-owners, as per consent of Gopiben Dipakbhai Jayantilal Shah and the effect has been mutated in revenue record vide entry no. 2394 dated 20.08.2014. Further, family partition took place and as per the said partition, Gopiben Dipakbhai Jayantilal Shah and Vritaben Dipakkumar, w/o Sapankumar Kadakiya became the owner of Block No. 61, 62, 63 & 64 and the effect was mutated in revenue record vide entry no. 2470 dated 16.02.2015. Further, the co-owner Gopiben Dipakbhai Jayantilal Shah has executed Regd. Release Deed vide no. 771 dated 10.05.2016 and released her right over the said land in favor of Vritaben Dipakkumar, w/o Sapankumar Kadakiya and the effect was mutated in revenue record vide entry no. 2674 dated 15.06.2016. Further, Mamlatdar and Krishipanch, Vadodara has issued duplicate purchase certificate on 07.09.2013 of Purchase Certificate vide no. Vemali/59/61 dated 17.05.1961 and as per the said certificate, the land owner's charges from other rights has been cancelled and the effect was mutated in revenue record vide entry no. 2827 dated 28.09.2017. Further, as per Order by Collector, Vadodara vide no. Tenancy/A/Vashi/866 to 870/2019 dated 18.09.2019, Block No. 61, 62, 63 & 64, total adm. 11533 sq. mtr., TP Scheme No. 2, FP No. 187 adm. 6920 sq. mtr. has been converted for residential and commercial use, as per Sec. 43, Rule -25 (C) of Tenancy Act and the effect was mutated in revenue record vide entry no. 3087 dated 30.09.2019. Further, as per Online Application, the Collector, Vadodara has ordered on 12.10.2019 vide no. 1202/19/02/023/2019 to convert the land bearing, Block No. 64, adm. 2934 sq. mtr. paiki 1761 sq. mtr. for non-agricultural (multi-purpose) use and the effect was mutated in revenue record vide entry no. 3092 dated 19/11/2019.

- Further, the owner- Shah Vritaben Dipakkumar, w/o Sapankumar Kadakiya has sold the land bearing Old RS No. 90, Block No. 61, Old RS No. 91, Block No. 62, Old RS No. 92, Block No. 63 and Old RS No. 45+46, Block No. 64, TP Scheme No. 2 (Sama-Dumad-Vemali), FP No. 187 adm. 6920 sq. mtr. to Raama Infracon-Partnership Firm through partner- Vinodkumar J. Jain and executed regd. sale deed vide no. 5652 dated 04.11.2019 before Sub-Registrar and the name of purchaser was mutated in revenue record vide entry no. 3102 dated 13.11.2019.

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➤ Further, the legal heirs of deceased Chhaganbhai Mohanbhai namely- Shanabhai Chhaganbhai Parmar & others had filed Regular Civil Suit against Shah Gopiben Dipakbhai vide RCS No. 759/2013 and by withdrawal pursis vide Exh.37 in RCS No. 759/13, order below Ex-1 is passed on 5/10/2019. Further, Nareshbhai N. Solanki- legal heir of deceased Nagjibhai Mangalbhai has executed Notarized Consent Deed on 19.10.2019 in favour of legal heirs of Kapilaben J. Shah namely- Gopiben D. Shah & Vritaben D. Shah for Old RS No. 92, Block No. 63 adm. 2630 sq. mtr. Further, Kokilaben Kanubhai Parmar- legal heir of deceased Dahyabhai Mangalbhai has executed Notarized Consent Deed on 12.2019 in favour of Gopiben D. Shah & Vritaben D. Shah for Old RS No. 92, Block No. 63 adm. 2630 sq. mtr. Further, Laxmiben Budhabhai Solanki & others- legal heir of deceased Budhabhai Mangalbhai have executed Notarized Consent Deed on 19.10.2019 in favour of Gopiben D. Shah & Vritaben D. Shah for Old RS No. 92, Block No. 63 adm. 2630 sq. mtr. Further, Bharatbhai G. Bharwad has executed Notarized Consent Deed on 03.10.2019 in favour of Shah Gopiben Dipakbhai & Vrita Dipakkumar Shah for Old RS No. 45, 46, Block No. 64. Further, Shana Bhai C. Parmar, Manubhai C. Parmar and others- legal heirs of deceased Chhaganbhai Mohanbhai and confirming party- Bharatbhai G. Bharwad have executed Notarized Consent Deed on 03.10.2019 in favour of Gopiben D. Shah & Vritaben D. Shah for Old RS No. 45, 46, Block No. 64. The legal heirs of deceased Gangaben d/o Shanabhai R. Parmar namely- Manjulaben Ganeshbhai Parmar & others and confirming party- Amrutbhai L. Makwana have executed Notarized consent deed on 13.01.2020 in favor of Gopiben Dipakbhai Shah and Vrita Dipakkumar Shah w/o Sapankumar Kadakiya for Old RS No. 90 Block No. 61. Thereafter, deceased Parmar Shanabhai Ranchhodhbhai and deceased Gordhanbhai Shanabhai through their legal heirs – (1) Kantaben Gordhanbhai Parmar Wd/o Gordhanbhai Shanabhai Parmar (2) Arvindbhai G. Parmar and his legal heirs (2/1) Leelaben Arvindbhai Parmar (2/2) Pinkal A. Parmar (2/3) Maya A. Parmar (2/4) Payal A. Parmar (Minor) through its natural guardian Arvindbhai G. Parmar (2/5) Mahesh A. Parmar (minor) through its natural guardian Arvindbhai G. Parmar (3) deceased Rameshbhai G. Parmar through his legal heirs – (3/1) Pushpaben R. Parmar and (3/2) Jaydeepbhai R. Parmar (minor)

Purchaser

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through his natural guardian Pushpaben R. Parmar, have jointly executed Notarized Consent Deed dated. 29.02.2020 in respect of Old RS No. 90, Block No. 61 in favor of Shah Gopiben Dipakbhai and Geeta D/o Dipakkumar Shah and W/o Sapankumar Katakiya, which is signed by confirming party – Kamleshbhai Ramanbhai Parmar and Chirayu Nitin Shah – have given their consent in respect of Will dated. 01.12.1984 executed by Kapilaben Jayantilal Shah and thereafter have also given their consent for Probate Certificate obtained from Civil Court, and they have also consented for all the transactions which are taken place.

- The owner has obtained construction permission from VMSS vide no. **ODPS/2020/015061** for construction of Basement, Parking, Ground Floor- Shops - , and from First Floor to fourteenth Floor - Flats & Terrace and 23 Shops and 271 Unit/Flats is granted, on the said land “**Raama Skyz**” scheme is constructed. (herein after referred to in First Schedule as “the project land”), wherein Unit/Flat No. _____ is (**hereinafter referred to as the “said property**) is hereby proposed to be conveyed herein;

AND WHEREAS by an Agreement for sale dated. ____ registered with the Sub-Registrar of Assurances under Regn. No. ____, the purchaser/s, having satisfied himself/herself/themselves about the title and satisfied about the plans and specifications and the permissions which have been granted as also the rules and regulations of the scheme, have agreed to purchase Unit/Flat No. ____, adm. _____ of carpet-up area in the scheme named as “**Raama Skyz**”, upon terms and conditions, contained thereto (hereinafter referred to as the “said Unit/Flat” or “said Unit”);

AND WHEREAS, purchaser/s has/have made himself/herself/themselves aware and understood in regard to plans and specifications and the common area, for the use of the unit holders and have satisfied himself/herself/themselves in regard to it.

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AND WHEREAS the Purchaser/s is/are aware that area being 9.00 Mtrs. wide internal road which is passing outside the “Unit” (hereinafter referred to as the “right of way”), is to be used only for the purpose of ingress-egress as well as for laying of all the services and cables of any nature whatsoever for Scheme of the said land. The purchaser/s has/have confirmed that he/she/they shall have only right of way for the above purpose only and that purchaser/s has to contribute pro rata share for the purpose of maintenance and repair thereof.

AND WHEREAS the Promotor has completed the development work of Scheme constructed on the said property, which Scheme is named as “**Raama Skyz**” as per the plans and specifications and that VMSS have granted permission for construction.

AND WHEREAS the Purchaser/s has/have agreed to purchase the said Unit/Flat, with facilities & amenities, if any provided, and has/have agreed to be bound by rules & regulations of the scheme and to be bounded by the rules and regulations of the Maintenance Agency, which may be appointed for the purpose of enjoyment of common areas and also have agreed to pay monthly charges for maintaining the Scheme to be kept in good condition and other dues for the repair, maintenance, and replacement of such common amenities and safety and administration of such amenities;

AND WHEREAS the Purchaser/s having paid the sale consideration requested the Second Party herein to execute this Deed of Sale which he/they have agreed to do in the manner appearing hereinafter;

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT; in pursuance of the below mentioned premise and in consideration of a sum of Rs. _____/- (Rupees _____ only) towards sale price is paid as per the Payment Schedule, by the Purchaser/s to the Promotor herein being the entire sale consideration payable by the Purchaser/s to them as a full and final consideration of conveyance

Purchaser

Sellers

and transfer, representing the land contribution and development cost. The First Party hereby grant, convey, assure, release, transfers and has/have given the Purchaser/s vacant and peaceful possession and the Purchaser/s has/have become absolute, lawful and true owner/s of property being Unit/Flat No. _____, adm. _____ Carpet area _____ in **“Raama Skyz”**.

TOGETHER WITH undivided share in the land calculated to 6920 sq. mtrs. over which the “Raama Skyz” has been constructed;

TOGETHER WITH the purpose of enjoyment of the said Unit transferred to the purchaser/s and to use common area, facilities provided in the scheme for the purpose of enjoyment of the said Unit, subject to rules and regulations of the scheme “Raama Skyz” and the rules and regulations of Maintenance Agency;

AND TOGETHER WITH all and singular all deeds and documents, writings, vouchers and other evidence of title relating to the said land or part thereof;

AND TOGETHER ALSO WITH all paths, passages, water courses, ditches, drains, lights, electric and telephone cables and connections, liberties, easements, rights, privileges, advantages and appurtenances whatsoever to the said Unit belonging or in anywise appertaining to or with the same or any part thereof now or at any time, hereto before usually held, used, occupied or enjoyed or reputed or known as part thereof or appurtenant thereto AND ALL the estates, rights, title, interest, use possession, both at law and equity of the Parties of Second into, out of or upon the said Unit and all benefits, claims and demands whatsoever in or upon the said Unit hereby granted, sold, conveyed, transferred and assured or intended so to be with their and every of their rights and appurtenances and further the Purchaser/s may transfer the ownership / possession of the said property in any manner whatsoever and may make use of the said Unit for the purpose in any manner it wishes / desires or think proper for all times to come;

Purchaser

Sellers

UNTO and to the use and benefit of the Purchaser/s forever subject to all assessments, rates, duties or any other dues chargeable upon the same or which may become payable in respect thereof from the date of these presents to the Central Government, State Government, Municipal Corporation and/or any other local authority and that previous liability thereof have been discharged by the Vendor and if, found to be payable, the liability thereof will be that of the Vendor;

AND THAT the Parties of Second do and each of them doth hereby covenant with the Purchaser/s that notwithstanding any act, deed, matter of thing whatsoever by the Vendors or any person or persons lawfully or equitably claiming or to claim by, from, under, through or in trust for the Vendor or anyone or more of them made, done, committed or omitted or knowingly suffered to the contrary, THEY, the Vendor has in himself / themselves good right, full power and absolute authority to grant, convey, release and assure said Unit, being the same hereby granted, sold, conveyed, released and assured or intended so to be unto and to the use of the Purchaser/s in the manner aforesaid;

AND THAT the Purchaser/s shall and may at all times hereafter peacefully and quietly enter upon, occupy, possess and enjoy the said Unit and receive rents, profits and benefits thereof and of every part thereof and benefits without any suit, eviction, interruption, claim or demand whatsoever from or by the Vendor and/or its successors, assigns, members or any one or more of them or any person or persons lawfully or equitably claiming or claim by, from under, through or in trust for the Vendor or any of them;

AND THAT free and clear and freely clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendor well and sufficiently saved, defended and kept harmless and indemnified or from and against all former and other estates, titles, charges and encumbrances whatsoever had made executed occasioned or suffered by the Vendor or by any other person or

Purchaser

Sellers

persons lawfully or equitably claiming or to claim by from under through or in trust for the vendors or any of them;

AND FURTHER THAT the Vendor and all person or persons having lawfully equitably claiming any estate or interest whatsoever in the said premises or any part thereof from under through or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/s or of the person or persons requiring the same claiming under here, do and execute caused to be done and executed all such further and other acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better and more perfectly assuring the said Unit and every part thereof unto and to the use of Purchaser/s in the manner aforesaid or his/her/their Counsel-in-Law shall be reasonably required;

AND THAT the Purchaser/s covenants with the Vendors that there are certain common facilities of the scheme of "Raama Skyz", which the Purchaser/s has/have agreed to enjoy with other Unit Holders and the Purchaser/s shall be bound by rules and regulations that may be framed for enjoyment of such common facilities and for contributing periodically or otherwise for maintenance, repairs and replacement thereof and shall not ask for partition of the unit or undivided share in the land, conveyed to him/her/them under this sale deed, at any time. The Purchaser/s has no exclusive & ownership right in common area and facilities.

The sale price as mentioned hereinabove is excluding price/cost/charges for the terrace rights. It is expressly agreed between the parties hereto that all rights of the terrace of the said Raama Skyz will remain with the Party of the Second Part until common areas are conveyed/transferred to the Association of Allottees or the Maintenance Board if any.

The Promoter i.e. the Party of the Second Part shall have a right and authority to make further construction in future if any additional F.S.I. becomes available to himself/herself/themselves

Purchaser

Sellers

and in that case, till the Promoter has received building use permission and the Purchaser along with other co-owners shall not raise any objection or dispute with the Party of the Second Part and they shall be entitled to use the existing facilities for making such additional construction over the top floor till the Promoter has received building use permission. The Promoter shall not have any claim over FSI, additional FSI and terrace rights after building use permission has been obtained. Such rights if any will be owned by the society of buyers.

AND THE PURCHASER/S FURTHER COVENANT WITH THE VENDOR THAT;

- a) The purchaser/s has/have satisfied himself/herself/themselves about the title of the owner of the said land and the rights of the said property of “Raama Skyz”.
- b) The Purchaser/s has/have verified with the help of his/her/their architect and engineer the area of construction of the Unit with its area as below, as also the common area and common facilities provided to the members of the scheme and satisfied himself/herself/themselves that the construction carried out is in accordance with the sanctioned plans and specifications, quality of construction work and the same is done to his/her/their satisfaction;
- c) The Purchaser/s as a Unit Holder of the said scheme, undertake to abide by the rules & regulations thereof;
- d) The Purchaser/s understands that the “right of way” is to be used only for the purpose of ingress-egress as well as for laying of all the services and cables of any nature whatsoever for the Scheme and that Purchaser/s has/have confirmed and agrees that he/she/they shall have only a right of way for the above purpose and that Purchaser/s has to contribute pro rata share for the purpose of

Purchaser

Sellers

maintenance and repair thereof. The Purchaser/s hereby agrees and confirms that under no circumstances shall he/she/they park his/her/their vehicle on the “right of way”.

- e) The Purchaser/s understands and agree that he/she/they shall not do or permit to be done any act as the holder of unit, which may be socially undesirable, or which may be or may become nuisance or create harm, danger, risk, hazardous, are of combustible nature or are so heavy as to damage the construction or structure of the Scheme or storing of which goods is objected to by the concerned local or other authority, and not to carry or cause to carry heavy packages, which may damage or are likely to damage road, entrance of the Scheme; and in case any damage is caused on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and rectifying such damage and restoring the damaged portion to its original condition and to keep the Vendor, other occupants/allotees of the premises of the Scheme indemnified from and against any loss, damage or liability that may be caused or occur by aforementioned acts or negligence in respect thereof;
- f) That the Purchaser/s agrees that he/she shall no do any act, which may interfere with the enjoyment of the other Unit Holder/s of the said scheme and the Unit Holder/s.
- g) That the Purchaser/s agrees that the Land Owner / Promotor and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Scheme or any part thereof to view and examine the state and condition of the Scheme and common areas;
- h) The Purchaser/s further understand and agree that the residential scheme of “Raama Skyz” has common facilities and areas such as common drainage, water supply and that the Purchaser/s has/have agreed to maintain the design of the Scheme as also of the Unit conveyed to him/her/them and has/have agreed to follow, comply and observe rules and regulations of the said scheme and that may be framed by Association formed for the use and enjoyment of such

Purchaser

Sellers

common facilities and until such Maintenance Agency takes over the management, the Purchaser/s agree to bound by the regulations or the mandate of the Promotor;

- i) The Purchaser/s further understands and agrees that he/she/they shall use the said Unit for the residential purpose only and not for any other purpose;
- j) The Purchaser shall maintain his Premises at his cost in a good and tenantable repair condition from the date of possession and shall not do or suffer to be done anything in or to the Premises, and/or common passage, or the compound which may be against the rules, by-laws of Society or any other authority;
- k) The Purchaser/s shall NOT AFFIX any sign boards, neon lights or advertisements either on the terrace or on the exterior of the Premises or on the compound wall or otherwise in and or upon the Land;
- l) The Purchaser/s shall CARRY OUT, at his/her/their own cost, all internal repairs of his Premises and maintain the same in the good condition, and shall not do any illegal construction, which may be in contravention of the rules and regulations of the concerned local authority or any other public authority. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be solely responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- m) The Purchaser shall NOT THROW dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in foyer area, and on the internal roads or in Common areas.

Purchaser

Sellers

- n) The Purchaser/s shall NOT DO any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove;
- o) The Purchaser/s shall STRICTLY comply with the bye-laws, rules and regulations of the Society and all applicable law and SHALL OBSERVE and perform and abide by all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises and common area and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the bye-laws, rules and regulations of the Society.

Dispute Resolution

- p) In case the Parties are unable to settle their disputes amicably within 30 (thirty) days of intimation of dispute by either Party, the Parties shall at the first instance, if permitted under applicable laws, have the option to settle through arbitration in accordance to the procedure laid down under the applicable laws. The costs towards the same shall be shared equally by the Parties. The award/ verdict/ order etc. passed therein shall be final and binding on the Parties to the reference.
- q) This Deed shall be governed by the laws of India and subject to the provisions of Clause l) above the courts at Vadodara, Gujarat shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with any matter set out hereinabove.

Severability

- r) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the

Purchaser

Sellers

Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

Clause on identification of Association of Allottees

- s) Every Allottees of the apartment, plot or building, as the case may be, shall participate towards the formation of an association or society or co-operative society of all Allottees, or a federation of the same

Clause on administration of undivided proportionate share in common areas convey or transfer of title to Service Society

- t) The Land owner & Promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the Allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment or building, as the case may be, to the Allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per the sanctioned plans as provided under the local laws.

Clause on administration of undivided proportionate share in common areas and transfer of occupancy rights to Service society.

Purchaser

Sellers

- u) After obtaining the occupancy certificates and handing over physical possession to the Allottees in terms of sub- section (1), it shall be the responsibility of the promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be , as per the local laws.
- v) If within a period of five years from the date of handing over possession of the Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Unit or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.
- w) The Stamp duty for the present Sale Deed, Registration Charges, scribe charges, advocates' fee, and all expenses related to registration of documents, have been borne by the Party of the First Part herein. If any additional stamp duty or penalty is required to be paid in future as per the prevailing Stamp Act, the same shall be paid by the Party of First Part herein. That if any TDS, GST is to be paid, and then it shall be borne by Party of the First Part.

IN WITNESS WHEREOF the parties have hereunto set and subscribed his/her/their respective hands and seals to these presents the day and year first hereinabove written.

SCHEDULE-I

"PROJECT"

Purchaser

Sellers

Registration dist. Vadodara, in the sim of village Vemali, bearing Old RS No. 90, Block No. 61, Old RS No. 91, Block No. 62, Old RS No. 92, Block No. 63 and Old RS No. 45+46, Block No. 64, TP Scheme No. 2 (Sama-Dumad-Vemali), FP No. 187 adm. 6920 sq. mtr; bounded as under:-

EAST: 18 mtr. TP Road

WEST: 18 mtr. TP Road

NORTH: FP No. 185’s land of Block No. 65 & 66

SOUTH: After leaving 18.0 TP Road

SECOND SCHEDULE OF THE PROPERTY SOLD

Flat No. on Floor in the Tower-....., in “Raama Skyz” having carpet areasq.mtr. along with undivided common land area admeasuring Sq.mtr. in the scheme known as “Raama Skyz” surrounded by;

East:

West:

North:

South:

Sr. No.	Chq No/DD.	Date	Amount	Bank
1.				
2.				
3.				
4.				
		Total		

Purchaser

Sellers

**Total Rs. _____/- (Rupees _____Only) has been received by Promotor, and the
Party of Second Part has consented to it.**

Party of the First Part
Allotee / s

Witness

Party of Second Part
Vendor / Land Owner /
Promotor

M/s. Raama Infracon,
a partnership firm through its Partner -

Purchaser

Sellers

Photograph of Property

Unit/Flat No. _____ - in "Raama Skyz", in the sim of village Vamali, Vadodara..

THE SCHEDULE AS PER CLAUSE NO. 32 A OF THE BOMBAY REGISTRATION ACT, 1908.

Name	Photograph	Thumb Impression
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Purchaser

Sellers

<i>Party of the First Part</i> <i>Vendor / Land Owner /</i> <i>Promotor</i>		
<i>Raama Infracon,</i> <i>partnership firm, through</i> <i>its Partner -</i>		
<i>Party of the Other Part</i> <i>- Allotee / s</i>		

Purchaser

Sellers

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ANNEXURE “A”

(Copy and description of Layout plans, design, specifications, common areas, facilities and amenities)

Unit Specifications :

Purchaser

Sellers