

SALE DEED

SALE DEED OF IMMOVABLE RESIDENTIAL PROPERTY ON FLOOR, GREEN HEAVEN TOWER FLAT NO. FOR Rs/- AT SAMIYALA, VADODARA.

This indenture of sale is made at Vadodara on _____ between you,

FIRST PARTY (THE PURCHASER) :-

MR. **(PAN** **);, AGED:..... ,**
OCCUPATION:..... , HINDU BY CASTE, RESIDING
AT,..... hereinafter called the Purchaser or the First Party or the party of the First Part which expression shall unless the same be repugnant to the context or meaning thereof mean and include your (the purchaser's) heirs, executors, attorneys, administrators, assignees, nominees, successors, etc.

SECOND PARTY (THE VENDORS) :-

MR. NIKET RAVIBHAI PATEL (PAN NO. **ASAPP6109K**), aged 28, Occupation Business, Hindu by cast, residing at 4, Patel Square, Nr. Arunachl Society, Subhanpura, Vadodara, him self and POA of Mr. Rajanikant Thobhandas Patel, Mr. Ravibhai Kanjibhai Patel, Mrs. Alpa Hemal Munshi, Mr. Manishbhai Rajanikant Patel, Mr. Satishbhai Karamshibhai Patel, and Mr. Harshad Rajanikant Patel, hereinafter called the **Vendors** or the **Second party** or party of the Second part, which expression shall unless the same repugnant to the context or meaning thereof mean and include their heirs, executors, assignees etc. our (the Vendor's) heirs, executors, administrators, attorneys, assignees, nominees, successors etc.

THIRD PARTY (THE CONFIRMING PARTY) :-

M/S LUPIN ENTERPRISE, a Partnership firm having it's office at Green Heaven, Atladra-Padra main road, Samiyala, Vadodara through their Partner **MR. CHIRAGBHAI BHUPENDRABHAI PATEL**, aged 40 Years, Occupation: Business, residing at 181, AMARNATH PURAM SOC., MANJALPURA, Vadodara, hereinafter referred to as **THE DEVELOPERS** (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include the partners of the partnership firm and their legal heirs, executors and administrators, assignees etc.) the party of **THIRD PART. (PAN NO. AAEFL3622P)**

FORTH PARTY (THE CONFIRMING PARTY 2) :-

M/S HEAVEN ASSOCIATE, a Partnership firm having it's office at Green Heaven, Atladra-Padra main road, Samiyala, Vadodara through their Partner **MR. CHETANBHAI RAMESHBHAI JOGI**, aged 39 Years, Occupation: Business, residing at A-23, Mit Bungalows, Nr. Amin Party Plot, Subhanpura, Vadodara, hereinafter referred to as **THE CONFIRMING PARTY 2** (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include the partners of the partnership firm and their legal heirs, executors and administrators, assignees etc) the party of **FORTH PART. (PAN NO. AAGFH1011C)**

WHEREAS THE VENDORS have right, title and interest in the property lying, being and situated at Village Samiyala, admeasuring 2401.17 sq. mtrs. Block no. 69 paikki east side portion in the Registration District Vadodara & Registration Sub District Vadodara Division No. 3. (hereinafter referred to as THE SAID LAND).

Whereas Mr. Nimeshbhai Govindbhai Patel and Mr. Navinchandra Ratilal Shah had sold and conveyed the said land to Mr. Rajanikant Thobhandas Patel, Mr. Ravibhai Kanjibhai Patel, Mrs. Narmadaben Amrutlal Amlani, Mrs. Alpa Hemal Munshi, Mr. Manishbhai Rajanikant Patel, Mr. Dhirajlal Amrutlal Amlani, Mr. Niket Ravibhai Patel, Mrs. Shantidevi Rupchand Kankaria, Mr. Satishbhai Karamshibhai Patel, Mr. Harshad Rajanikant Patel, Mr. Rameshbhai Maganlal Jogi, and Mrs. Hina Virendra Chotai by registered Sale Deed dated 13-03-2008 registered at Sr. No. 2785 with the Sub Registrar Vadodara and the name of purchasers was entered in the Revenue Records vide entry no. 3928 dated 26-09-2008.

Whereas Mrs. Narmadaben Amrutlal Amlani, Mr. Dhirajlal Amrutlal Amlani, Mrs. Shantidevi Rupchand Kankaria, Mr. Rameshbhai Maganlal Jogi, and Mrs. Hina Virendra Chotai had executed register Articles of release right towards Mr. Rajanikant Thobhandas Patel, Mr. Ravibhai Kanjibhai Patel, Mrs. Alpa Hemal Munshi, Mr. Manishbhai Rajanikant Patel, Mr. Niket Ravibhai Patel, Mr. Satishbhai Karamshibhai Patel, and Mr. Harshad Rajanikant Patel, vide Registered no. 2234 dtd. 21-02-2011 and the name of owners was entered in the Revenue Records vide entry no. 4194 dated 25-03-2011.

Thereby the Vendors have become sole and absolute owners of THE SAID LAND more particularly described in the SCHEDULE I.

The Hon. District Collector of Vadodara had declared the said land as "Non -Agricultural" vide his order No. NA/SR/138/2011-12 dated 07-12-11.

THE VENDOR had obtained Building Permission to construct **"GREEN HEAVEN" A RESIDENTIAL CAMPUS** THE SAID LAND, vide building revised Permission No. UDA/PLAN-3/PERMISION/20/2012 dtd. 01-08-2012, Vadodara.

WHEREAS THE VENDOR agreed to accept the consideration amount of Sale Deed from THE DEVELOPERS and had executed Development Agreement in favor of THE DEVELOPERS on 21-02-2012 having Reg. No. 667 for THE SAID LAND more particularly described in the Schedule – I hereunder written to construct **"GREEN HEAVEN" A RESIDENTIAL CAMPUS** as per building plans approved by Vadodara Urban development Authority, Vadodara.

THE VENDORS, Mr. Rajanikant Thobhandas Patel, Mr. Ravibhai Kanjibhai Patel, Mrs. Alpa Hemal Munshi, Mr. Manishbhai Rajanikant Patel, Mr. Niket Ravibhai Patel, Mr. Satishbhai Karamshibhai Patel, and Mr. Harshad Rajanikant have taken sole and absolute responsibility regarding the title of THE SAID LAND and in case there is any dispute or objection regarding the title of THE SAID

LAND then they shall clear the same at their own cost and within reasonable time limit and they are executing this document after accepting the same.

WHEREAS THE PURCHASERS, with a desire to purchase the said FLAT with undivided share of Land more particularly described below in the SCHEDULE II, hereunder written and hereinafter referred to as THE SAID PROPERTY and agreed to purchase the same in consideration amount of **Rs./- (Rupees Only)**

NOW THESE INDENTURE OF SALE WITNESSETH AS UNDER:

In consideration amount of **Rs./- (Rupees Only)** paid by THE PURCHASER as under:

Rs. /- () vide Chq. No. dtd to being the consideration as token amount

THE VENDOR AND THE DEVELOPERS with the execution of these present, the receipt whereof hereby admits and acknowledge and release and discharge absolutely to THE PURCHASER THE SAID PROPERTY together with all rights, interest and easement as an absolute Owner, do hereby grant, convey, sell, transfer, assign and assure unto and to the use of THE PURCHASER, free from all encumbrances with rights to use all common facilities like staircases, underground & overhead tanks, parkings, approach roads, Common Plot, passages, liberties, easements, profits, privileges, advantages and appurtenance use of whatsoever, advantages and belongings in any way appertained or usually held occupied therewith or reputed to belong or appertained to THE SAID PROPERTY.

The Purchaser along with other Purchaser(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-law of the proposed Society and duly fill in, sign and return to the Developers within seven days of the same being forwarded by the Developers to the Purchaser, so as to enable the Developers to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

The Purchaser hereby to purchase the property on the specific understanding that is/her right to use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Purchasers (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her obligation in respect of the terms and conditions specified by the maintenance agency or the association of Purchasers from time to time.

THE VENDOR & THE DEVELOPERS hereby delivered vacant, peaceful and sound possession of THE SAID PROPERTY to THE PURCHASER and who has personally inspected the Area and Construction and is satisfied with the quality of the construction and will not raise any dispute in future. If any act of God may damage the property the Developers will not responsible for the same.

THE VENDOR & THE DEVELOPERS hereby declares that they have paid Taxes & Revenue, Charges pertaining THE SAID PROPERTY till date and now it shall be payable by THE PURCHASER from today.

THE PURCHASER has a right to transfer THE SAID PROPERTY in the Revenue, City Survey, Municipal /corporation and GEB / MGVCL Records as an Owner and possession holder.

THE VENDOR & THE DEVELOPERS HEREBY DECLARE THAT THE PURCHASER has paid for the Stamp Duty, Registration Fees and Expenses of this Sale Deed and any additional Stamp Duty, any other document charges, rules of making society, making acts, making byelaws payable if any on these Deed shall be payable by him (The Purchaser).

THE VENDOR & THE DEVELOPERS hereby declares that **"GREEN HEAVEN" A RESIDENTIAL CAMPUS** is built on the Land described in the Schedule-1 and it's a residential Building of which Staircases, Underground & Overhead Tanks and Parking Area, Common Plot, Common facilities and Land on which Buildings are constructed will be of the joint Ownership of all members of the **"GREEN HEAVEN" A RESIDENTIAL CAMPUS**, and will be entitled to proportionate joint Ownership right and all members will possess, occupy and enjoy all common facilities jointly and none of them will be entitled to claim portion of the joint properties and facilities thereof. And the purchaser be solely responsible to maintain the Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior

of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developers and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

The PURCHASER is absolute owner after the convince deed of this property and he can sell this property to any one, in this case the developers and land owner will not responsible for this property, the purchase himself responsible to the same.

The PURCHASER agrees with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

The Developers will have obtained all permission and facility from the authority, at the time of possession. Then after the authority granted any facility to the purchaser, the purchasers will obtain by own expenses.

THE PURCHASER agrees to become Member of **"GREEN HEAVEN" A RESIDENTIAL CAMPUS** Association and to sign all necessary papers and documents and shall pay the Membership Fees and agrees to abide and obey rules & regulations of the Association and undertake to pay proportionate maintenance costs or any other charges/cost decided by them from time to time.

THE PURCHASER shall permit the Association Representative, Agents, Surveyors with/ without workmen and other personnel at reasonable time, to enter in to and upon THE SAID PROPERTY or any part thereof to examine the status and condition of drainage, water, electric connection etc., and if they found anything wrong or in bad condition, the Association will instruct THE PURCHASER to make good the same within the stipulated period and if THE PURCHASER fails to comply the same, Association will rectify the defect and all expenses for the same will be borne by THE PURCHASER, and if THE PURCHASER fails to pay the said expenses within the stipulated time, Association will be entitled to terminate common services to THE PURCHASER.

Further THE PURCHASER also agrees that he shall not construct or erect any temporary or permanent structures, shades or hoardings or signboards that changes or alters the elevation of the building.

THE DEVELOPERS have reserved one car parking space for a handicap person under the roof for each tower, and the all allottees have agreed for the same. If there are more than one handicaps in the same tower then they would mutually decide and understand between each other for the allotted parking space.

THE VENDOR further convenient that they shall on the request of THE PURCHASER do or execute or cause to be done or execute all such lawful acts, deeds and things whatsoever for assuring THE SAID PROPERTY and every part thereof in the manner aforesaid according to the true intent and meaning of this Sale Deed.

THE DEVELOPERS and the vendor jointly obtained occupation certificate from Vadodara Urban Development Authority vide Reg. no._____.

That the above agreement has been signed by me/us of my/our own free will, after reading, understanding and weighing the implications thereof, using my/our own intelligence and understanding and in full consciousness of mind without being influenced, induced or coerced by any factor and it is agreeable and binding to me/us and our successors and heirs.

SCHEDULE-I

All that piece or parcel of 2401.17 sq. mtrs. Block no. 69 paikki east side portion Land lying being and situated at of Village Samiyala, in the Registration District Vadodara & Registration Sub District Vadodara, Division no. 3 and bounded as under:

Towards East	: Blok No. 67.
Towards West	: Society road and Aster, Tulip, & Tares tower.
Towards North	: Padra main road.
Towards South	: Iris & Ivy tower.

INCOMPLETE CONSTRUCTED FLAT **NO. ON FLOOR OF "GREEN HEAVEN" A RESIDENTIAL CAMPUS** TOWER "....." HAVING SQUARE METER BUILT UP AREA AND UNDIVIDED SHARE OF LAND SQUARE METER (WITH COMMON PLOT) ON THE LAND DESCRIBED IN THE SCHEDULE-I HEREINABOVE REFERRED AND BOUNDED AS UNDER:

<u>Towards East</u>	:
Towards West	:
Towards North	:
Towards South	:

IN WITNESS WHEREOF THE VENDOR, THE DEVELOPERS, CONFORMING PARTY & THE PURCHASER have signed this Sale Deed in token of the acceptance thereof by free will and consent on this day, month and year herein above written. (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include the their legal heirs, executors and administrators, assignees etc)

**SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED THE VENDOR:**

**(MR. NIKET RAVIBHAI PATEL HIMSELF
AND POA OF 1.MR. RAJANIKANT THOBHANDAS PATEL
2. MR. RAVIBHAI KANJIBHAI PATEL
3. MRS. ALPA HEMAL MUNSHI
4.MR. MANISHBHAI RAJANIKANT PATEL
5.MR. SATISHBHAI KARAMSHIBHAI PATEL
6. MR. HARSHAD RAJANIKANT PATEL)**

**SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED THE DEVELOPERS:
M/S. LUPIN ENTERPRISE THROUGH IT’S PARTNER**

(MR. CHIRAGBHAI BHUPENDRABHAI PATEL)

**SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED THE CONFORMING PARTY:
M/S. HEAVEN ASSOCIATE THROUGH IT’S PARTNER**

(MR. CHETANBHAI RAMESHBHAI JOGI)

**SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED THE PURCHASER:**

(MR.)

SCHEDULE
AS PER THE REGISTRATION ACT 1908 RULE 32 A AS UNDER:-

THE PURCHASER:-

(.....)

THE VENDOR:-

(MR. NIKET RAVIBHAI PATEL HIMSELF
POA OF 1.MR. RAJANIKANT THOBHANDAS PATEL
2. MR. RAVIBHAI KANJIBHAI PATEL
3. MRS. ALPA HEMAL MUNSHI
4.MR. MANISHBHAI RAJANIKANT PATEL
5.MR. SATISHBHAI KARAMSHIBHAI PATEL
6. MR. HARSHAD RAJANIKANT PATEL)

THE DEVELOPER

(MR. CHIRAGBHAI BHUPENDRABHAI PATEL)

THE CONFORMING PARTY

(MR. CHETANBHAI RAMESHBHAI JOGI)