

Real Estate Regulatory Authority at Gandhinagar on 25/10/2017 under registration No. Phase (1) PR/GJ/Vadodara/ Vadodara/ Others / RAA 00529 /251017, Phase (2) RERA REGN. No. _____

SALE DEED

SALE DEED of **Tower _____, Flat No. _____** situated on the _____ **FLOOR**, admeasuring about _____ **Sq.Mtrs. Carpet Area**, admeasuring _____ Sq. Mt. of **Other Area** & admeasuring _____ Sq. Mt. of **Built-Up Area** in "**MANGLA GREENS**" Scheme along with **undivided proportionate share in land** admeasuring _____ **Sq.Mtrs.** with **finished Construction & internal development works** of all those pieces and parcels of **non-agricultural freehold lands as per Revenue Records of 7/12** bearing **Revenue Survey No. 37 Paiki** admeasuring **11432.00 Sq.Mts**, **Revenue Survey No. 39** admeasuring **12343.00 Sq.Mts**, & **Revenue Survey No. 43** admeasuring **15580.00 Sq.Mts**, equal to **Total admeasuring 39355.00 Sq.mts.** of Village **Tarsali**, in **O.P. No. 21, F.P. No. 21 Paiki** **Total area of F.P. is 34,475.71 Sq.mts.** of **proposed Town Planning Scheme No. 38, (Tarsali, Vadodara)**, situated at Nr. Uma Vidhyalaya, **Tarsali**, Registration District of Vadodara and Sub District of Vadodara, at the price of **Rs. _____ /-(RUPEES _____ ONLY)**.

(which consists of cost of undivided proportionate land, construction cost & cost of internal development works & GST Tax).. This deed is been executed in futher to the agreement of sale executed vide registration no. _____ dtd. _____ in Sub-registrar of Vadodara.

FIRST PART / THE PROMOTER :-

MR. MANISH KIRITBHAI PATEL, Aged about 50 years, (Adhar No. 8766 3510 7478) Occupation: Agriculture & Business, having his office at 10th Floor 'Ozone', Vikram Sarabhai Marg, Vadiwadi, Vadodara-390 023. The Landowners & sole proprietor of **MANGLA ENTERPRISE, PAN NO. ADFPP0276P** (Hereinafter in this Sale Deed referred to as "**THE**

PROMOTER" or "**FIRST PART**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said **PROMOTER**, his heirs, its agents, administrators successors, legal representatives and assigns of the **ONE PART**.)

SECOND PART / THE PURCHASERS:-

MR./MRS. _____,

Aged about: _____ years, (Aadhar No. _____) Occupation: _____

_____, Residing at: _____

_____, PAN NO. _____, (Hereinafter in this Sale Deed referred to as "**SECOND PART**" or "**THE PURCHASERS**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said **PURCHASERS**, his/her/their heirs, executors, administrators, agents, successors, legal representatives and assigns of the **SECOND PART**.)

(A) WHEREAS THE PROMOTER herein is the owner and is seized and possessed of and otherwise well and sufficiently entitled to the piece or parcel of **non-agricultural freehold lands as per Revenue Records of 7/12 bearing Revenue Survey No. 37 Paiki admeasuring 11432.00 Sq.Mts, Revenue Survey No. 39 admeasuring 12343.00 Sq.Mts, & Revenue Survey No. 43 admeasuring 15580.00 Sq.Mts, equal to Total admeasuring 39355.00 Sq.mts. of Village Tarsali, in O.P. No. 21, F.P. No. 21 Paiki Total area of F.P. is 34,475.71 Sq.mts. of proposed Town Planning Scheme No. 38, (Tarsali, Vadodara), situated at Nr. Uma Vidhyalaya, Tarsali, Vadodara - 390009 hereinafter referred to as the "said Lands".**

(B) That originally land was belonging as per below mentioned details.

Sr. No.	R.S. No.	Land lord	Area (Sq.Mt.)	Sale Deed No.	Sale deed date
1.	37	Smt. Indiraben Vithalbhai Patel & Others	11432.00	4146	27/5/2003

2.	39	Shri Lalitbhai U. Patel & Others	6171.50	4285	29/6/2000
3.	39	Shri Lalitbhai U. Patel & Others	6171.50	4312	30/6/2000
4.	43	Shri Lalitbhai U. Patel & Others	8280.00	4249	27/6/2000
5.	43	Shri Lalitbhai U. Patel & Others	7300.00	4270	28/6/2000

- (C) **Non Agricultural Use permission for residential purpose** for the **Revenue Survey Nos. 37 Paiki, 39 & 43** is granted by District Development Officer, Vadodara as stated in the table given hereunder.

R.S. No.	Area (sq.mtrs)	Order No & Date
Moje Tarsali, Ta: Vadodara, R.S. No. 37.	11432.00	No.N.A./S.R/150/2003-2004/No./Land /D/Vashi/1637/2004, Date: 22/07/ 2004.
Moje Tarsali, Ta: Vadodara, R.S. No. 39 & 43.	12343.00 <u>15580.00</u> <u>27,923.00</u>	L.N.D.S.R/191/2000-2001/Vashi/2560/ 2001, Date: 30/08/2001.

That Vadodara Mahanagar Seva Sadan has passed plans wide their **revised Rajachitthi No. Ward No.12/ L-39/ 2012-2013 Date: 06/07/2012 & Revised Rajachitthi No. Ward No. 12/L-77/2014-2015 Date: 18/01/2015& Revised Rajachitthi No. Ward No. 12/ L-59/2015-2016 Date: 11/08/2015 & revised Rajachitthi No. Ward No. 12/L-66/2016-2017 Date:11/08/2016** for constructing **residential buildings consisting** of, Hollow Plinth and Ground Floor, First Floor to Fifth Floor and terrace with Stair Cabin and Lift machine room upon it for **residential purpose** commencing the construction of Residential Flats Scheme named "**MANGLA GREENS**". The permission is given for the construction of Tower A/7 TO A/13 = Total 7 Tower & B/8, B/9, B/20, & B/21 = Total 4 Tower consisting of hollow Plinth and Ground Floor, First Floor to Fifth Floor and terrace with Stair Cabin and Lift machine room upon it for **residential purpose**. Ground Floor Parking + 1st to 5th Floor consisting 220 flats, Stair cabin & lift machine room in every flats along with that Tower A-14 to 17 & B-22 having total 100 Flats consisting hollow Plinth and Ground Floor, First Floor to Fifth Floor and terrace with Stair Cabin and Lift machine

room along with common amenities, facilities thereof for residential purpose on the piece or parcel of non-agricultural freehold lands bearing Survey No. 37 Paiki 39, & 43 of Village Tarsali, in O.P. No. 21, F.P. No. 21 Paiki Area of F.P. is 34475.71 Sq.mtrs. of proposed Town Planning Scheme No. 38, (Tarsali, Vadodara) Near Uma Vidyalaya, Near Somnath nagar, Tarsali, Vadodara-390009 (hereinafter referred to as the said "**Land**").

The promoter shall not have any claim over F.S.I. additional F.S.I. and Terrace rights after Building Use Permission has been obtained. Such rights if any will be enclosed by the Society of Buyer.

In addition to the Rajachitthi received earlier for construction, we have completed Tower No. A-1 to A-6 and B-1 to B-7 for which we have also received completion / occupational certificate of aforesaid Towers. As we have received completion / occupational certificate of the said towers before 01st May, 2017 this Towers does not fall in RERA Act for registration.

- (D) **THAT** THE PROMOTER and **Purchasers** have negotiated for the sale of Tower _____, Flat No. _____ situated On the _____ FLOOR admeasuring about _____ Sq.Mtrs. of **Carpet Area**, admeasuring _____ Sq. Mt. of **Other Area** & admeasuring _____ Sq. Mt. of **Built-up Area** in "**MANGLA GREENS**" along with **undivided proportionate land** admeasuring _____ Sq. Mtrs. of their abouts with complete construction duly constructed on the piece or parcel of **non-agricultural freehold lands as per Revenue Records of 7/12** bearing **Revenue Survey No. 37 Paiki** admeasuring **11432.00 Sq.Mts**, **Revenue Survey No. 39** admeasuring **12343.00 Sq.Mts**, & **Revenue Survey No. 43** admeasuring **15580.00 Sq.Mts**, equal to **Total admeasuring 39355.00 Sq.mts.** of Village **Tarsali**, in **O.P. No. 21, F.P. No. 21 Paiki Total area of F.P. is 34,475.71 Sq.mts.** of **proposed Town Planning Scheme No. 38, (Tarsali, Vadodara)**, situate at Nr. Uma Vidhyalaya, Tarsali, Vadodara-390009, belonging to THE PROMOTER and hereinafter referred to as the said "**Property**"

and is more particularly described in the **Schedule-II** hereunder written.

- (E) THE PROMOTER has provided copy of the approved plan and Development Permission issued by Vadodara Mahanagar Seva Sadan and Copy of N.A. Use permissions for residential purpose issued by District Development Officer & the Collector along with a copy of title clearance certificate of THE PROMOTER for the said **Land** to the **Purchasers.**
- (F) The **Purchasers** have satisfied themselves about the title and its good marketability and shall not raise any dispute in future regarding the title of THE PROMOTER.
- (G) THAT as a result thereof THE PROMOTER has agreed to sell and the **Purchasers** have agreed to purchase the said Property being Tower_____,Flat No. _____situated On the _____FLOOR admeasuring about_____ Sq.Mtrs. **Carpet Area**, admeasuring _____ Sq. Mt. of **Other Area** & admeasuring _____ Sq. Mt. of **Built-Up Area** along with **undivided proportionate share** in land admeasuring about _____ Sq.Mtrs. with finished construction & internal development works on the piece or parcel of **non-agricultural freehold lands as per Revenue Records of 7/12** bearing **Revenue Survey No. 37 Paiki** admeasuring **11432.00 Sq.Mts**, **Revenue Survey No. 39** admeasuring **12343.00 Sq.Mts**, & **Revenue Survey No. 43** admeasuring **15580.00 Sq.Mts**, equal to **Total admeasuring 39355.00 Sq.mts.** of Village **Tarsali**, in **O.P. No. 21, F.P. No. 21 Paiki Total area of F.P. is 34,475.71 Sq.mts.** of **proposed Town Planning Scheme No. 38, (Tarsali, Vadodara)**, situate at Nr. Uma Vidhyalaya, Tarsali, Vadodara - 390009, for a total price of Rs. _____/- (RUPEES _____ ONLY).

THAT the **PURCHASERS** have paid the above stated said price in the manner as stated hereunder:-

AMOUNT PAID BY PURCHASERS

Sr. No.	Amount (Rs.)	Cheque No.	Cheque Date	Name of Bank & Branch
Total Rs. /-		(RUPEES ONLY).		

(H) THAT the **Purchasers** have paid the above stated consideration to THE PROMOTER. This Sale Deed shall be treated as receipt of the said consideration received by PROMOTER.

(1) NOW THIS INDENTURE WITNESSETH THAT in consideration of the payment of the said sum of Rs. _____/- (RUPEES _____ ONLY) paid as mentioned above by **Purchasers** to THE PROMOTER on or before the execution of these presents being the full consideration payable by the **Purchasers** for the said Property more particularly described in the **Schedule-II** hereunder written; the payment and receipt whereof THE PROMOTER doth hereby admits and acknowledges and of and from the same and every part thereof forever acquit, release and discharge the **Purchasers**, THE PROMOTER doth hereby convey, grant, transfer and assure unto the **Purchaser ALL THAT** said Tower _____ Flat No. _____ **undivided proportionate land**, more particularly described in the Schedule hereunder written **TOGETHER WITH** undivided right in the compounds sewage, drains, plants, shrubs, ways, paths, passage, commons, waters, water-courses, lights, liberties, privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said Property, or any part thereof belonging or in anyway appertaining to or with the same or any part thereof now hath or any time heretofore usually held, used, occupied or enjoyed or reputed or known as part thereof and to belong or be appurtenant thereto proportionately with other co-owners of the building **AND ALL THE ESTATE** right, title, interest, claim and

demand whatsoever at law and in equity of THE PROMOTER in to out of or upon the said FLAT or any part thereof **TO HAVE AND TO HOLD** all and singular the said FLAT hereby, granted, conveyed and assured or intended or expressed so to be with their and every of their rights, title, interest, easement and appurtenances **UNTO AND TO THE USE AND BENEFIT** of the **Purchasers** forever and membership of **MANGLA GREENS** scheme by way of membership of Co. op. Hou. Service Soc. Ltd. (hereinafter referred to as "**Service Co.Op. Societies**") as and when it is formed and subject to the rules, regulations and resolutions of the **Service Co.Op. Societies** as may be framed and also subject to the terms and conditions stated in this Deed and in other deeds made in respect of said FLAT like Booking Application & Agreement for Sale.

- (2) That quiet, vacant and peaceful possession of the said FLAT described in Schedule shall be delivered by THE PROMOTER herein to the **Purchasers** after obtaining **Building Use Permission** from the appropriate authority and the **Purchasers** shall acknowledge the delivery of the said FLAT by THE PROMOTER in good and proper condition. THE PROMOTER shall try to obtain B.U. Permission after completion of construction of Tower.
- (3) **AND THE PROMOTER** doth hereby for themselves, their partners, heirs, executors, administrators and assigns **COVENANT** with the **Purchasers** that notwithstanding any act, deed, matter or thing whatsoever by THE PROMOTER or any of their ancestors or testators or any person or persons lawfully, or equitably claiming by, from, through, under him or them or omitted or knowingly suffered to the contrary, THE PROMOTER now hath at the sealing and delivering of these presents good right, full power and absolute authority to allot, grant, release and assure the said FLAT hereby granted, conveyed released or assured or intended so to be unto and to the use of the **Purchasers** in the manner aforesaid and subject to the terms and conditions stated in this deed and also subject to rules, regulations and resolutions of the **Service Co.Op. Societies** as may be formed for the management of said building and also scheme as a whole.

- (4) **AND THAT THE Purchasers** shall and may at all time hereafter peaceably and quietly enter upon, shall occupy, possess and enjoy the said FLAT and receive the rents and profits thereof and of every part there to and for their use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by them THE PROMOTER or any members or any of them or claiming by, from, under or in trust for him or any of them upon fulfillment of and subject to what is stated herein.
- (5) **AND** full and free right liberty and license for the **Purchasers** their heirs, executors, administrators, agents, successors, legal representatives and assigns for the time being of the said FLAT and his or their tenants and servants and all other persons authorized in that behalf by him/her or them from time to time and at all time hereafter by day and or night (subject to the restriction as may be put by the **Service Co.Op. Societies** that may be formed for security & maintenance of common amenities) for all purposes connected with the use and enjoyment of the said FLAT subject to what is stated elsewhere in this Deed and rules made by THE PROMOTER or **Service Co.Op. Societies** from time to time.
- (6) THE PROMOTER covenants with the **Purchasers** that no litigation or proceedings of any nature concerning the said FLAT are pending before any judicial, quasi-judicial or Government authorities and that the said Land or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever and that no one else has any right of maintenance or otherwise from and over the said FLAT and that said FLAT is free from any encumbrances, mortgages, lien or charge of any nature whatsoever and that THE PROMOTER has not taken any loan or financial assistance of any nature from anyone by creating charge over the said FLAT or its title deeds.
- (7) That THE PROMOTER has paid all kinds of VMSS/VUDA taxes, cesses and Revenue Taxes etc in respect of the said **Land**, hereditaments and premises up to these present. The **Purchasers** shall be liable to pay proportionately VMSS/ VUDA taxes, Electricity Charges, etc hereafter.

- (8) Moreover terms and conditions of all other deeds like Booking Application & Agreement for Sale shall also be binding upon the **Purchasers** and their transferees. The **Purchasers** agree that though they have become free, independent and absolute owners of the said Property, the said FLAT shall be used and occupied by them as per rules and regulation that may be framed by **Service Co.Op. Societies** that may be formed and made by PROMOTER/ Developer from time to time. Therefore the use and transfer etc of this FLAT shall be in accordance with the rules and resolutions of the **Service Co.Op. Societies** which may be formed for management of said building & the scheme as a whole.

DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of occupation certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 60 (sixty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Defect liability will be only be consider / entertain if purchaser has taken prior written permission from Promoter for any structural or any other changes / alteration, if purchaser fails to do so and makes any such changes or any other alteration or mishandling of material or specification then Promoter will not be liable to rectify and will not said default as per rule.

SEVERABILITY

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

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.

METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

THIS DEED OF CONVEYANCE FURTHER WITNESSES and it is hereby mutually agreed by and between the parties hereto as under:-

The **Purchasers** irrevocably agree that they have purchased the said FLAT on the following terms and conditions and he covenants with THE PROMOTER as stated hereunder:-

- (1) The **Purchasers** herein agree to sign the necessary papers & purchase necessary shares of the Management Bodies, which may be formed for the management of the building facilities by PROMOTER/Developer.
- (2) The **Purchasers** agree to pay all amount as may be demanded to the Management Body, which shall be formed for the management of the said building.
- (3) It is hereby agreed by the **Purchasers** that as owners of said Property in pursuance of this deed they have deposited with THE PROMOTER necessary Maintenance Deposit, in lump sum. The **Purchasers** have deposited with THE PROMOTER necessary maintenance deposit. Subsequently the **Purchasers** shall also pay such amount as may be decided by THE PROMOTER/ Management Body for maintenance. The interest income of lump sum Maintenance Deposit shall be utilized by THE PROMOTER/Management Body as the case may be towards

common expenses, maintenance and other expenses incurred by THE PROMOTER/Management Body. THE PROMOTER/ Management Body shall also be entitled to use/spend the corpus of the fund in case of necessity. The **Purchasers** shall also be required to pay additional amount in future if THE PROMOTERs or Management Body decides to raise additional amount to meet with such expenses. The **Purchasers** agree to this arrangement. In case if the **Purchasers** fail or refuse to make the necessary payments to the Management Body, the Management Body/PROMOTER shall be entitled to cut off the common services & other rights in common agreed to be given to the **Purchasers** and thereafter the **Purchasers** shall not be entitled to demand such services & rights from THE PROMOTER/Management Body and the **Purchasers** shall also be bound to pay interest at the rate as prescribed by **PROMOTER**/Management body per month in case of default or delay.

- (4) The **Purchasers** also agree/s to pay as Membership Admission Fees of Service Co.Op. Societies and as One Time Maintenance Deposit for the said Flat and the same will as per the Type of the Flat agreed to be purchased by the **Purchasers**. It is Compulsory for all Flat **Purchasers** to become Member of Service Co.Op. Societies of Flat Owners. The Service Co.Op. Societies will take all actions for day to day management and administration of all affairs of the Apartment Buildings & Common Areas.
- (5) THE PROMOTER or Service Co.Op. Society Ltd. of Flat Owners of the said "**MANGLA GREENS**" Apartments shall use the interest received on One Time Maintenance Deposits received from the Flat Owners for the maintenance of the said "**MANGLA GREENS**" Apartments. If the interest from the Maintenance Deposits is insufficient to meet the Maintenance of the said "**MANGLA GREENS**" Apartments, in that case, the **Purchasers** here by agree/s to pay additional amount for Maintenance of the said "**MANGLA GREENS**" Apartments as decided by THE PROMOTER or ASSOCIATION of Flat Owners. The **Purchasers** undertake/s to become Member/s of the said Service Co.Op. Societies

and to obey, observe and abide by all rules made by the said Service Co.Op. Societies and to pay necessary cost for the same. If the **Purchasers** fail/s to pay any amount of Maintenance Expenses decided by Service Co.Op. Societies of Flat Owners, the Service Co.Op. Societies will be entitled to stop Common Services and facilities to the **Purchasers** after giving 15-Days Notice to the respective Flat-Owners. In addition to the service society of Flat, the **Purchasers** also has to become the member of Co.Op. Service Society of Common area & rules & regulation framed by the Society shall be binding to the **Purchaser**.

- (6) The **Purchasers** will be liable to pay all applicable V.M.S.S Taxes and Cess for the said Flat from the date of Occupation/Completion Certificate and will also be liable to pay Service Co.Op. Societies. Monthly Charges from the date of Occupation/Completion Certificate even through the **Purchasers** has/have not taken possession of the said Flat.
- (7) So long as each Flat in the said “**MANGLA GREENS**” separately not assessed for Municipal-Taxes, Revenue charges, the **Purchasers** shall pay proportionate share of such taxes and charges assessed on the whole “**MANGLA GREENS**” Apartment Buildings such portion to be decided by THE PROMOTER or Service Co.Op. Societies of Flat Owners whose decision shall be final and binding to the **Purchasers** and the **Purchasers** agree/s to pay the same without taking any Objection for the same in future.
- (8) The **Purchasers** or his/her/their heirs, successors or assignees will be entitled to **sell** or **transfer** the said Flat only after obtaining written ‘No Objection Certificate’ for sale of the said Flat to Third Party from the Service Co.Op. Societies of Common areas. The **Purchaser/s** agree/s to pay **transfer fees / Development Fees** of the said Flat as per the rules of the Common Service Co.Op. Societies of common area. If the Service Co.Op. Societies refuses to give ‘No Objection Certificate’ for sale of the said Flat, the **Purchasers** will not be entitled to sell the said Flat to any persons/s or his/her/their choice. The **Purchasers** has/have fully understood the above condition and **Purchasers**

has/have given consent to the same and the **Purchasers** undertake/s not to raise any Objection to the said condition in future in or before any Court or Forum. While granting NOC for sale of the Flats, the Service Co.Op. Societies will ensure that no undesirable **Purchaser/s** trade are allowed to purchase the any Flat/s in the said Buildings looking to the overall interest of all the Flat Owners of the said Building. The **Purchasers** give/s his/her/their consent for the same.

- (9) THAT the party of the **SECOND PART** hereby agrees to become the member of Service Co.Op. Societies that is formed for the objects of achieving maintenance of the common facilities and amenities of the **MANGLA GREENS** and also to serve the common benefit which concerns whole of the occupiers and/or members of the **MANGLA GREENS** or for such other objectives which shall be decided as per the constitution of the Service Co.Op. Societies. Against the tentative out going in respect of the Flats. The party of the **SECOND PART** has deposited Common Maintenance Fund with the party of the **FIRST PART** for the due compliance of all his/her/their obligations under this **Sale Deed** under the rules, regulations and bye-laws made by the said Service Co.Op. Societies. The said maintenance fund of this society shall be handed over to the respective Service Co.Op. Societies of respective Tower to carry out the said obligations after the execution of **Sale Deed** of the last Flat, OR after obtaining the completion/ Occupation Certificate of Flats OR the party of the **FIRST PART** may fill appropriate to hand over the Common Maintenance Fund to the Service Co.Op. Societies. The said fund shall not earn any interest with the party of the **FIRST PART**. The said fund shall be handed over to Service Co.Op. Societies of respective tower by the Party of the **FIRST PART** after deducting all the dues and maintenance expenses spent for the "SOCIETY" till the possession of the last Flat is given. This **Sale Deed** shall be treated as an application by the party of the **SECOND PART** to become the member of the said Service Co.Op. Societies. This is the important condition of this **Sale Deed**.

- (10) That the **Purchasers** hereby covenants to keep the said FLAT and its walls and partition walls, sewers, water and drainage pipelines and other appurtenances thereto belonging in good and tenantable repair condition.
- (11) That the **Purchasers** or their employees, agents, contractors will not at any time demolish or cause to be done any additions/ alterations/ modifications of whatsoever nature to the said FLAT or any part thereof which are likely to cause damage, hazard or structural deterioration to the said Property, or the neighboring units or to the said Building. The **Purchasers** shall not be permitted to put up anything in passage, or the closing or encroaching of passages or lounges or make any alterations in the elevations and outside colour scheme of the property purchased by the **Purchasers**. Purchasers shall be liable for any damages, losses or expenses arising out of such additions/alteration or modifications of said FLAT.
- (12) That the doors, windows etc in the FLAT shall be made of wood and are likely to be swollen during monsoon due to humidity/damp and thereby can cause some hardship to the **Purchasers**. It is due to act of nature. The **Purchasers** shall not be entitled to claim any damages on that ground. Similarly the **Purchasers** shall also not be entitled to recover any damages due to rusting of stoppers, etc which is usual due to monsoon humidity.
- (13) The **Purchasers** shall not use the said Property or permit the same to be used for any purpose, which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the building or to the owners or occupiers of the neighboring properties nor for any immoral or illegal purposes.
- (14) That the **Purchasers** shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from its Property in the common passages, balconies, compound or any portion of the said Building.
- (15) That the **Purchasers** shall not put any Name Plates without the prior written permission of THE PROMOTER/**Service Co.Op. Societies**.

THE PROMOTER/**Service Co.Op. Societies** will provide necessary dimensions and sizes for the Name Plates to be displayed at the entrance of its Units. The **Purchasers** shall be allowed to put its Name Plates on the entrance wall/door of his Unit and shall also follow the instructions of THE PROMOTER/**Service Co.Op. Societies** regarding dimension and size of the Name Plates.

- (16) That the **Purchasers** shall maintain at its own costs the Property purchased by the **Purchasers** in the same good condition, state and order in which it is/will be delivered to the **Purchasers** and shall abide by all bye laws, rules and regulations of the government, the VMSS/VUDA and MGVCL and any other authorities, local bodies, and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this sale deed.
- (17) The **Purchasers** shall not alter/change the size and shape of the door, windows, shutters etc and shall not make any hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring ceiling etc of the said Unit. That the **Purchasers** shall permit THE PROMOTER/**Service Co.Op. Societies** its employee, engineers, surveyors and agents with or without workmen and Others at all reasonable times after giving at least 24 hour's notice (except in case of emergency) to enter in to and upon his/her/their property and any part thereof for the purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structures and other conveniences belonging thereto or services used in the said building and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water to the Unit or any other property in the building in respect whereof the occupiers of such other Units as the case may be shall have committed default in paying its share of maintenance charges, Common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of

the **Service Co.Op. Societies** which shall be formed for the management of said building.

- (18) After obtaining previous written permission of THE PROMOTER/**Service Co.Op. Societies** the **Purchasers** shall be entitled to transfer/sell, convey, mortgage, charge or in any way encumber or deal with or dispose of its said Property or to assign, underlet or part with its interest under or benefit of this sale or any part thereof in the said Property and such approval shall not be normally denied unless the **Purchasers**/occupiers have committed breach or default in compliance of the terms and conditions of this Sale deed or any other agreements entered into with or rules, resolution etc of the **Service Co.Op. Societies** and if the **Purchasers** does not pay transfer fees & development fees to the **Service Co.Op. Societies** and if the activities of the transferor or transferee are not suitable to the Building/**PROMOTER**/the **Service Co.Op. Societies**.
- (19) That the **Purchasers** and the persons to whom the said FLAT is subsequently transferred, assigned or given possession of with the permission of THE PROMOTER/ **Common Service Co.Op. Societies** of the said Building, shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the said **Common Service Co.Op. Societies** may require for safeguarding the interest of the said Building and its occupiers.
- (20) That the **Purchasers** and persons to whom the said Property is subsequently transferred, assigned or given possession of shall observe and perform the bye laws and/or the rules, regulations and resolutions, framed by the **Service Co.Op. Societies** and any additions, alternation or amendments thereto made by the **Service Co.Op. Societies** for the protection, maintenance, use and transfer of the said building, unit and other space and premises therein and/or in the compound. They will also abide by the building rules, regulations and bye-laws for the time being of the Vadodara Mahanagar Seva Sadan and other authorities of the government.

The **Purchasers** and the person to whom the said FLAT is let, transferred, assigned or given possession, shall observe and perform all the rules and conditions laid by the **Service Co. Op. Societies** of said building regarding the occupation and use of the building and/or the said unit or other spaces and/or parking spaces therein and shall pay their contribution regularly and punctually towards the taxes and/or management expenses or other out goings in accordance with the terms of this Sale Deed and as may be decided by the **Service Co. Op. Societies** from time to time.

- (21) All the terms, conditions, covenants and provisions of this deed shall be binding upon the transferee of the **Purchasers** from time to time. That the transfer by THE PROMOTER of the other portion of the building shall not be questioned by the **Purchasers** herein. It is clarified that the rights of terrace or any common portion thereof shall be rights of Co.Op. Service Society Ltd..
- (22) That the **Purchasers** shall keep insured its FLAT against loss or damage by fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc in the full value with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the **Service Co.Op. Societies** or THE PROMOTER, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the said FLAT being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the said FLAT.
- (23) That the **Purchasers** hereby covenant to keep the said FLAT in good condition. The **Purchasers** are aware that the common wall of the said FLAT is of thickness of single brick and therefore they shall not do anything, which may cause damage to the building and/or the neighboring of the premises.
- (24) Similarly the leakage of water from the toilets, bathrooms and kitchen is also likely to happen in FLAT as well as from the neighboring and upper units. Leaked water/ moisture is likely to appear on the walls of

said Unit and that may deteriorate the painting and plaster on the walls. **Purchasers** are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. **Purchasers** agree that the **Service Co.Op. Societies /PROMOTER** shall not be liable for any damage in the unit due to leakage of water and its various other after effects.

- (25) The Lift facility in the building shall be used as per rules of the **Service Co.Op. Societies** which may be formed for the management of said building. It is to be economically used.

The Purchaser as well as their employees or heirs shall not misuse the said lift and will take care and co-operate about it. One should take care that the children do not use the lift to play.

The quality of lift shall be good. But it is a machine and is not manufactured by the **Service Co.Op. Societies /PROMOTER**. Therefore during the use of the lift and even as a result of any defect or otherwise, if any one is injured or any damage occurs then the **Service Co.Op. Societies** or **PROMOTER** shall not become responsible for it and the Purchaser or their heirs etc shall not demand/shall not be entitled to demand such damages/compensation from them and you hereby give your assurance and consent in it.

- (26) That the **Purchasers** agree and assure that it shall not apply/try to mutate their names in the revenue record.
- (27) That if the **Purchasers** are found to have committed breach of any of the conditions then without prejudice to the right of expulsion of the **Purchasers** from the occupation and membership of the **Service Co.Op. Societies** and forfeiture of its price and share, the said **PROMOTER/Service Co.Op. Societies** shall have absolute right to compel the **Purchasers** to restore the premises to the original position and by default, shall have a right to cause it to be done through its agents and employees at the cost of **Purchasers** and transfer it in any manner they like for making good the losses, expenses etc.

- (28) The said **Land** is located in area of Vadodara within the limits of Makarpura Police Station of Vadodara and is situated outside the area covered by the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from premises in disturbed area Act, 1991 and therefore, no prior permission of the Collector of Vadodara for the transfer of the said FLAT is required to be obtained for this Sale Deed.
- (29) As per prevailing Bombay Stamp Act, necessary stamp as per the prevailing rules has been affixed on the said document.
- (30) That the expenses for Stamp Duty, Additional Stamp Duty, Registration fees, Miscellaneous expenses, in respect of this sale deed shall be borne by the **Purchasers** alone.
- (31) The **Purchasers** will also be responsible to pay additional stamp duty, registration fees, penalty, fine etc if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act. The **Purchasers** shall also be liable to pay an additional Service Tax, VAT or other Government Taxes if payable in respect of this Sale transaction.
- (32) That the Layout, plans shown here are in process of various sanctions and clearances and may undergo change. The plans, specifications, images and other details here in are only indicative and the **developer**/owner reserve the right to change any or all. The printed material does not constitute a contract/offer of any type between the developer/owner and the recipient. Any purchase of this development shall be governed by the terms and conditions of the agreement for sale entered into between parties and no details mentioned in this printed material shall in any way govern such transaction. All the color, furniture, layout displayed is indicative and not the part of specification list provided.

- (33) The **Purchasers** hereby agrees that this Sale Deed shall be governed and construed in accordance with the laws of India and any dispute arising out of this Sale Deed or the terms contained herein shall be subject to the exclusive jurisdiction of the Indian Courts at Vadodara, Gujarat.
- (34) Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

SCHEDULE-I

(DESCRIPTION OF THE LAND OVER WHICH THE SCHEME IS ORGANIZED & THE DESCRIPTION OF THE PROPERTY WHICH IS AGREED TO BE PURCHASE (THE SAID PROPERTY)

All the piece and parcel of land together with all easement, appurtenances whatsoever belonging to or pertaining thereto and from the premises for the purpose of going to and coming from the public road bearing of **non-agricultural freehold lands as per Revenue Records of 7/12** bearing

Revenue Survey No. 37 Paiki admeasuring **11432.00 Sq.Mts**, **Revenue Survey No. 39** admeasuring **12343.00 Sq.Mts**, & **Revenue Survey No. 43** admeasuring **15580.00 Sq.Mts**, equal to **Total admeasuring 39355.00 Sq.mts.** of Village **Tarsali**, in **O.P. No. 21, F.P. No. 21 Paiki** Total area of **F.P. is 34,475.71 Sq.mts.** of **proposed Town Planning Scheme No. 38, (Tarsali, Vadodara)**, The scheme is named as **“Mangla Greens”**. The land is bounded as under:

On East : F.P.No. 22, 22/1 & 20.

On West : F.P.No. 23 & R-11 S.E.W.S.

On North : 12.00 Mts.Wide Road.

On South : R-10 Publik Purpose & F.P.No.27,18, 19 & 21/Paiki.

SCHEDULE-II

All that property of **Tower _____**, **Flat No. _____** situated on the _____ **FLOOR** situated at Nr. Uma Vidhyalaya, Tarsali, Vadodara, admeasuring

about _____ **Sq. Mts., Carpet Area**, admeasuring _____ Sq. Mt. of **Other Area** & admeasuring _____ Sq. Mt. of **Built-up Area** in "MANGLA GREENS" scheme along with **undivided share in land** admeasuring _____ **Sq.Mts.** of there about **with Complete Construction** situate, lying and being at Moje **Tarsali**, Taluka: Vadodara, Registration District of Vadodara and Sub District of Vadodara along with right to use and enjoy common amenities and all other common rights including roads, common plots, etc of the said scheme.

Tower _____ **Flat No.** _____ **on** _____ **FLOOR is bounded as under.**

On or towards East :
On or towards West :
On or towards North :
On or towards South :

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands hereunder on this _____ Date: /
/2019 at Vadodara.

SIGNATURES

WITNESSES

FIRST PART/PROMOTER

SHRI MANISH KIRITBHAI PATEL
THE LAND OWNER &
SOLE PROPRIETOR OF
"MANGLA ENTERPRISE"

[1] _____

[2] _____

PHOTOGRAPHS OF PROPERTY IDENTIFICATION

SALE DEED POSTAL ADDRESS

Tower_____, Flat No._____, On _____FLOOR, Mangla Greens, Nr. Uma
Vidyalaya, Tarsali, Vadodara-390009.

PURCHASERS SIGNATURE: _____

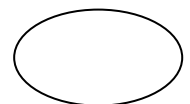
LANDLOARD SIGNATURE: _____

SCHEDULE AS PER REGISTRATION ACT 1908, SECTION 32-A

THE VENDOR / THE PARTY OF THE FIRST PART

MR. MANISH KIRITBHAI PATEL

THE LAND OWNER & SOLE PROPRIETOR OF
"Mangla Enterprise",



MR. MANISH KIRITBHAI PATEL

THE PURCHASER / THE PARTY OF THE SECOND PART



ÊsÈâÕëÁ ìïïÓ _____, ÈâÓä¼đ / /2019

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2	Ôë¼Ñäĩ Ê×âôvÔâ ÑçÁí <u>»äÓíëÃ áëÓäÔä</u> ç.Í.Ñä., <u>ÌäÌÃ áí áëÓäÔä</u> <u>ç.Í.Ñä. ÈÉâ Õ½Ó ÕÚëçâÒëÔ ãÚsÔäÕäÛä ÁÑäì</u>	Úâ

	¿.Ñä. äï¼ëÈä ãÑÔ»Èì ÑãÃë Ôë¼ »Óä áâíëÔ Àë ¬	
3	Ôë¼Ñâï Ê×âôvÔâ ÑçÁÏlä ãÕ½Èë áÕëÁìä Ó»Ñ ÑÛëÔ Àë ¬	Úâ
4	Ôë¼Ñâï Ê×âôÔëÔ ãÕ½Èí Ôâï¿ä, Ôï¿âÔäë, ÔÑ' ãÕ¿âÔäë ÈÑë ÍíÈë ÁâÈë Á ÔÚä / áï½çÃâìä Àáí »ÔëÔ Àë Èë ÈÑë »ïçÔ Óâ¼í Áí. ¬	Úâ
5	ÍâÕÓ áíí áëÃìäô áâíâÓ ÊsÈâÔëÁìä ÈâÓä¼ë ÚÒâÈ Àë ¬	Úâ
6	ÍâÕÓ áíí áëÃìäô Ôë¼Ñâï ÍâÕÓ áíí áëÃìäô áâíâÓ vÒã»È/áë áë ÔÚä / áï½çÃâìçï ãì×âì »ÔëÔ Àë ¬	Úâ
7	ÍâÕÓ áíí áëÃìäôìí Ôë¼ ÊsÈâÔëÁìä ÈâÓä¼ë áÑÔÑâï Àë ¬	Úâ
8	áí¼âç áâíÔâ ÔâÓç ÈÑìë áí¼Êâ ÚíÒ ÈëÕä vÒã»Èáí ÔâÈë ÔâvÔí Áí ¬	Úâ
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2	ÊsÈâÔëÁÑâï Ô¼ëÔ ÌâÑ áìë »ïçÔâÈ áâíâÓ vÒã»È/áí áë» Á Àë ¬	Úâ
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