

SALE DEED

Rs...../-

(Rupees..... Only)

THIS INDENTURE OF SALE is made on the day
of....., 20..., between:-

The Party of the First Part/Purchaser:

Aged About : _____ Years, Occupation : _____ having Pan No.
_____ & Aadhar No: _____
and residing at : _____

(Hereinafter called as “The Purchaser” which expression shall be
deemed to include their heirs, executors, administrators and assignees
unless the expression is repugnant of the context or meaning hereof) of
the **FIRST PART**.

AND

The Party of the Second Part / Vendor (Land Owner)/ Developres:
JASHVI REAL ESTATE , having PAN No. AASFJ5170C by and on
behalf of the firm, partner BIRJU KAUSHIKKUMAR RAY, having
Aadhar Card No. 451825861377, aged adult,
Occupation: Agriculturist/Business, having corporate office at: Plot No.
3/C, CIEL 39, next to delhi public school, Kalali Village, vadodara-
390012., Moje Village Kalali, Old Survey No. 234, Block no. 206, T. P.
Scheme No. 51, F. P. No. 143 admeasuring about 3096.00 sq. mtr

(Hereinafter called as “Vendor /Land Owner / Promoter - 01” which
expression shall be deemed to include their heirs, executors, administrators
and assignees unless the expression is repugnant of the context or meaning
thereof) of the **SECOND PART**.

WHEREAS, portion of the land situated has purchased non-agriculture land
bearing revenue Old Survey No. 234, Block no. 206, T. P. Scheme No. 51 , F.
P. No. 143 admeasuring about 3096.00 sq. mtr situated in Registration
District Vadodara, Sub District Vadodara at Moje Kalali Village (Vibhag –

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3Akota), which has been purchased from its owner jyotikaben manilal shah & Others vide Registered Sale Deed No. 22583 dated 29/11/2022.

With regard to the said land shown in the Schedule the permission for non-agriculture use by the N.A. Branch Collector Vadodara vide order No. 259/19/16/044/2020, Date: 06/02/2020.

THE party of the has obtained permission for construction on the said land, vide

(1)Raja Chitthi No. 003 LD 22230202 dated 13/02/2023 from the Vadodara Mahanagar Seva Sadan.

Whereas, as per the development agreement executed by the party of the Second Part in favour of the Party of the , the Party of the is required to carry on construction work as per the construction permission by getting plans approved. The party of the is constructing residential BUNGALOW system **project** which is known as “**CIEL 39**”. AND WHEREAS, the Promoter / Developer has registered the said project under the provision of the Real Estate Regulation Act, 2016 with the Real Estate Regulatory Authority at VADODARA on Vadodara under registration no. _____ have been annexed and marked as Annexure - _____.

AND WHEREAS, Allottee/s has gone through all the above referred documents and details contained therein and the party of the First Part /Allottee/s is also totally satisfied with the title of the property and there after the allottee/s has been agreed to purchase the Bungalow No._____, in admeasuring about _____ **sq. mtr.** carpet area with attached balcony area (as per **RERA** Carpet Area) in “**CIEL 39**”, and which is specifically described in Schedule-B, with sale consideration amount of **Rs./- (In Words rupeesonly)** for which payment details have been mentioned hereunder and the Developer/Promoter has also agreed for the same on the following terms and conditions.

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DETAILS OF SALE CONSIDERATION AMOUNT

Amount (Rs.)	Cheque No.	Date	Name of Bank

Necessary, agreement to sale has been executed between the parties hereto vide agreement to sale dt. , Regn No. and in view of and with reference to the terms and conditions as mentioned therein, present sale deed is executed between the parties hereto

Description of the Property Sold by this Sale Deed

Registration District Vadodara, Sub-district Vadodara, Moje Village Kalali,
Old Survey No. 234, Block no.206, T. P. Scheme No. 51, F. P. No. 143
admeasuring about 3096.00 sq. mtrNon agricultural land where project
namely “CIEL 39” shall be constructed

Allottee has selected/ booked from available Bungalow in “CIEL 39”	Bungalow number	Plot Area Sq. Mtr.	Undivided, internal roads, Common Plots Etc in Sq. Mtr	Total Plot Area Sq. Mtr.	Carpet Area Sq. Mtr.

East :

West :

North :.....

South :.....

Now, This Indenture of Sale witnesseth as under:-

That the parties of the Second Part covenant with the purchasers that above said property is clear and marketable and the parties to the Second Part & have not created any charge or encumbrance on the said property or the entire property in favour of any person and any manner whatsoever and no person has any right or interest demand claim or lies in respect of the said BUNGALOW.

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which is hereby sold conveyed, transferred and assigned or any part there of. There is no right of any person or institution on the above property. Even though, if any person or institution come forward and with dispute or objection relating to the said property it is the responsibility of the party of the Second Part to remove such dispute or objection on his own cost.

The scheme constructed on the said land will be known as “**CIEL 39**” and no member shall have right to change the name. All members have to pay common maintenance charges as per decision of common maintenance body.

AND WHEREAS, Allottee/s has gone through all the documents and detail contained in it, means that he has been totally satisfied with the title of the property and thereafter he requested the party of the to allot the **BUNGALOW No.....**, in “**CIEL 39**”, admeasuring about **sq.mtr.** carpet area (as per **RERA** Carpet Area) and which is specifically described in Schedule-B hereunder and the party of the have also been agreed for the same on the following terms and conditions:

- 1) That, the party of the has agreed to sale the **BUNGALOW property** in the afore mentioned price excluding the charges of Stamp Duty, Registration Fees, Service Tax, GST, any Government, Semi Government taxes and all future taxes imposed by competent authority which the Allottee/s has to pay separately to which the Allottee/s paid the earnest amount of **Rs./-** (**In Wordonly**) to the owner as under:

Sr.No.	Amount (Rs.)	Cheque No.	Date	Name of Bank
1				
2				
3				

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As such, the **party of the** hereby acknowledges the receipt of the same.

- 2) That, the construction of the building shall be in accordance with the approved plan of Town Planning Authority. But however, the party of the shall be entitled to make any modification in the said plan as deemed necessary, for just and proper construction of the BUNGALOW. However, if there is any change in respect of the BUNGALOW under sale, the party of the shall have to obtain written consent from the Allottee/s. Similarly, if the party of the cause any deviation from the approved plan, he/they will be liable for any action or penalty that may be imposed or taken by the Town Planning Authority.
- 3) That the Allottee/s will be bound to be the member of the association and he will have to pay the membership fees at the time of taking possession from component authority. Allottee/s should take possession within 3 months time period, If Allottee/s fails to take possession it will be considered as deemed possession & he will have to pay common maintenance charges as decided by association of members/society from the date of sale deed. That the party of the will also be a member of the association.
- 4) That till the date of delivery of possession or execution of sale deed or completion of the BUNGALOW under sale, whichever occurs earlier, the Developer will pay all the taxes and charges of the State Government and that of local authority and from the said date all such charges will be paid by the BUNGALOW Allottee/s.
- 5) That the Allottee/s also be liable to pay the expenses required for the execution and registration of the conveyance deed in his favour and also share money deposits in respect to the Association.

DEFECT LIABILITY:-

- 6) _____ years from the date of handing over the possession of BUNGALOW to the Allottee/s or date Occupancy Certificate which is earlier, the Allottee/s brings to the notice of the

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Developer any structural defecting the BUNGALOW or the building in which the BUNGALOW are situated or any defects on account of workman ship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitle to receive from the Developer, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee/s shall not carry out any alteration of whatsoever nature in the said BUNGALOW and in specific the structure of the said unit/phase of the said building which shall included but not limited to columns, beams etc. in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer the defect liability automatically shall become void. The word defect here means only the manufacturing and workman ship defect/s caused on account of wilful neglect on the part of the Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of BUNGALOW by the occupants, vagaries of nature etc. Also if any such work is carried out without the consent, the damages of others BUNGALOWS will be recovered from allottee/s.

- 7) That it shall be the responsibility of the Allottee/s to maintain his unit in proper manner and take all due care needed including but not limiting to the joints in the tiles in his BUNGALOW are regularly filled with white cement/epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the developer to the Allottee/s ends be for etched facts liability period and such warranties are covered under the maintenance of the said unit, and if the annual maintenance contracts are not done/renewed

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by the Allottee/s the Developer shall not be responsible for any defects occurring due to the same.

- 8) That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit includes minor hairline cracks on the external and internal wall including the RCC structure which happens due to variation in temperature of more than 20*, heavy vehicles vibration due to nearby road & heavy traffic and natural vibration which do not amount to structural defects and hence cannot be attributed to either bad workman ship or structural defect.
- 9) That, the Allottee/s after obtaining the possession of the BUNGALOW shall not cause any such act thereby causing any damage to the RCC structures, flooring, common wall so their teams and thereby cause any damage to the building as a whole.
- 10) That as per the terms and conditions mentioned in declaration in case FSI of the property described in Schedule- “A” is increased or by purchasing the TDR the Developer can raise further construction and if such further construction is allowed the percentage of undivided share in the common areas and facilities will be decreased proportionately and with this understanding Allottee/s agreed to purchase the unit under sale.
- 11) If any marginal open space adjacent to the BUNGALOW, at ground floor or adjacent terrace or terrace above any BUNGALOW, has/have allotted by the party of the to the Allottee/s of any BUNGALOW in the building, such respective buyer and occupier of such BUNGALOW shall use the same being open space or terrace etc., and shall not entitle to erect any type of permanent or temporary structure there on or cover any part of the terrace, to use any part of the terrace or parapet wall as the part of the flowerbed; and if any such buyer or occupier of BUNGALOW holders in the building commit breach of this condition, the promoter herein shall be entitled to remove such structure of any

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kind at the cost and risk of such respective BUNGALOW buyers and recover the cost-free move land damages caused to the building from such buyer. In light of this condition, the Allottee/s herein undertakes to abide above said conditions and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use.

- 12) That if the Allottee/s desire to obtain the possession of the house/unit under sale prior to obtaining the occupancy certificate, same will be delivered to Allottee/s with the understanding that the Allottee/s will not get the water connection from party of the or any other local authority till obtaining of occupancy certificate.

13) **Details of Documents:-**

WHEREAS on demand from the allottee/s, party of the has allowed inspection to the Allottee/s of all documents of title, Deeds and Documents, Orders, NA Orders, Sanctions, Registration Certificates, 7/12 Extracts, Title Search Report of the said land, commencement certificate, Indemnity Bonds, Undertakings, relating to the project land and the plans, layouts, designs and specifications prepared by the Promoter’s Architects, and of such other documents as are specified under the Real Estate (Regulation and Development) Act - 2016 (hereinafter to be referred to as “**The Said Acts**”) and the Rules and Regulations made there under.

That Promoter shall here declare that, they have not right and or not have any claim over FSI upon captioned project land and they i.e. Promoter have also not claim any Terrace Right only and after Completion Permission / Building Use permission has been obtained. All the rights will be transferred to Proposed Association and society only. However, after receipt of B.U. Permission for the said scheme, the right, share of additional F.S.I. common area, etc. of the Promoter will not survive. Its entire right, share shall be of the society or the Association

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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 Owner and Developers / Promoter as per the agreement for sale relating to such development is brought to the notice of the Owner and Developers / Promoter within a period of 5 (five) years by the Allottee/purchaser from the date of handing over possession, it shall be the duty of the Owner and Developers / Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner / Promoter’s failure to rectify such defects within such time, the aggrieved Allottee/Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act

SCHEDULE “A”

Registration District Vadodara, Sub-district Vadodara, Moje Village Kalali, Old Survey No. 234, Block no.206, T. P. Scheme No. 51, F. P. No. 143 admeasuring about 3096.00 sq. mtrNon agricultural land where project namely “CIEL 39” shall be constructed. The fourboundaries of project have been mentioned hereinbelow:

- EAST : BLOCK NO. 205.
- WEST : BLOCK NO. 207 & 208.
- NORTH : 18 MTR T.P. ROAD.
- SOUTH : BLOCK NO. 204.

SCHEDULE “B”

Allottee has selected/ booked from available Bungalow in “CIEL	Bungalow number	Plot Area Sq. Mtr.	Undivided, internal roads, Common Plots Etc in Sq. Mtr	Total Plot Area Sq. Mtr.	Carpet Area Sq. Mtr.

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39"					

East :

West :

North :.....

South :.....

SCHEDULE “C”

Specifications of Constructions for BUNGALOW

- ❖ COMMON AMENITIES
 - 24-hour security and security cabin
 - Compound Wall
 - RCC Internal Road and Street Light, Decorative Paving Architectural Plantation
 - Rain Water Harvesting
 - Piping
 - Under Ground Cabling Wire Free Look
 - Number Plate
- ❖ SPECIFICATION
 - Good design as per drawings of Structure Designer
 - Vitrified Tiles Flooring in all rooms
 - SS Kitchen Sink and Quartz/Granite Platform Designer Wall tiles linten level
 - Branded Bath fitting and Sanitary wear, Good Quality under ground plumbing fixture, till wall level
 - Underground & overhead water tank
 - Premium hardware fitting and flush door in internal house and decorative entrance gate
 - Premium quality modular switch, underground copper electric wiring, A.C. plug point in master bedroom, light and plug point in every room
 - Putty & Primer on internal walls and acrylic paint on External wall
 - Open terrace finished with Chinamosaic
- ❖ Schedule – A
 - To give copies of plan and specifications approval by local authority
- ❖ Schedule – B
 - (Real Estate Regulatory Authority – RERA) approved project registration certificate’s certified copy
- ❖ Schedule – C

Specification and facilities of Bungalow

IN WITNESS WITH THERE OF, THIS SALE DEED IS
EXECUTED ON _____DAY _____OF _____20__AT
VADODARA.

PROMOTOR (DEVELOPERS)

PURCHASERS (ALLOTTEE)

PARTY OF THE SECOND PART/ PROMOTER/ DEVELOPER/ LAND OWNER
JASHVI REAL ESTATE by and on behalf of the firm, partner

.....

BIRJU KAUSHIKKUMAR RAY

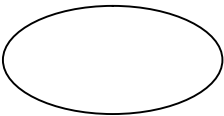
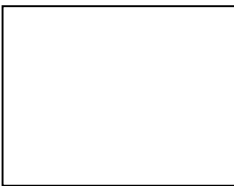
WITNESS:-

1. _____

2. _____

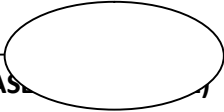
SCHEDULE AS PER THE
SECTION – 32 (A) OF REGISTRATION ACT, 1908.

Party of the First Part/Purchaser:



(.....)

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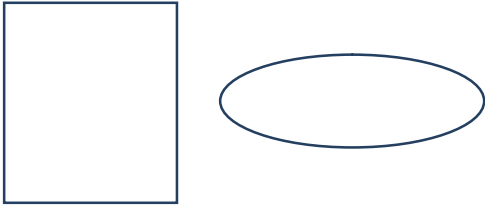


PURCHASER

(.....)

PARTY OF THE SECOND PART/ PROMOTER/ DEVELOPER/ LAND OWNER:

JASHVI REAL ESTATE by and on behalf of the firm, partner



.....

BIRJU KAUSHIKKUMAR RAY

Description & address of the said propety:

Part and parcel of land property situated at Registration District Vadodara, Sub-district Vadodara, Moje Village Kalali, Old Survey No. 234, Block no.206, T. P. Scheme No. 51, F. P. No. 143 admeasuring about 3096.00 sq. mtrNon agricultural land where project namely “CIEL 39”. **Out of that BUNGALOW No.**

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PURCHASERS (ALLOTTEE)

PROMOTOR (DEVELOPERS)

PURCHASERS (ALLOTTEE)