

S A L E D E E D

OWNER :

PURCHASER :

PROPERTY :

DATE :

REGN.No. :

Mrs. R. S. Desai
B.Sc., LL.M. ; Advocate
7,Daxa Colony, Nizampura, Baroda-390 002.
Cell : 98250 62916 ; Ph. 2780 608 (R)
email : legalfunda@gmail.com

SALE DEED

UNIT No. __, TOWER A / B ,
VICENZA HIGHDECK - II, KALALI,
VADODARA

CONSIDERATION Rs. _____/-

STAMP DUTY Rs. _____/-

OWNER

For VHD Realty

(_____)

Partner

PURCHASER

THIS SALE DEED is executed today, on _____ day of _____, 2020, at Vadodara,

BY :

FIRST PARTY / OWNER :-

M/s. VHD REALTY , a Partnership firm, engaged in the business, inter alia of real Estate development and purchase and sale of real property, etc. having its place of business at _____, hereinafter referred to as “**the OWNER**”, which expression shall, unless repugnant to the context and meaning thereof be deemed to mean and include the OWNER as also its partners from time to time and its successors, assignees or transferees, of the PARTY OF THE FIRST PART, through its authorised partner Mr. Hemang Parikh or Jignesh Shah, aged 57 years, occupation business, residing at _____

(IT PAN : AASFV 4987H)

IN FAVOUR OF :

PARTY OF THE SECOND PART : PURCHASER

Shri _____ and Smt. _____ aged adult, occupation _____ , residing at _____,

OWNER

For VHD Realty

PURCHASER

()
Partner

hereinafter in this agreement, referred to as the "PURCHASER" OF THE SECOND PART, which expression shall, wherever the context permits, be deemed to mean and include, the heirs, executors, assigns, administrators, legal representatives, transferees of the PURCHASER .

(IT PAN of _____ : _____)

(IT PAN of _____ : _____)

IN THIS DEED, wherever the context permits, or it may be necessary, the words importing "singular" number includes "plural" and vice versa AND the words importing "masculine" , shall include "feminine" or "neuter" gender, as the case may be, and as may be relevant.

DEFINITIONS :

The following expressions, when used in this Deed, shall have the meaning assigned to them as under :

- (a) **"the Whole Land"** shall mean non-agricultural lands totally admeasuring 9550.6 M², of village Kalali in registration district and sub-district Vadodara, comprised of 3820 M² from Block No. 348, 501.35 M² from Block No. 376 and 5229 M² from Block No. 377, of which, lands totally admeasuring 5730.35 M², being part of Block Nos. 376 and 377, form the "Project Lands" and part of lands of Block No. 348, admeasuring 3820 M², (which is 40% of the Whole Lands) is reserved for public purpose by the local authority.
- (b) **"the Project Lands"**, shall mean 501.35M² and 5229 M² respectively being part of lands bearing Block Nos. 376

OWNER

For VHD Realty

PURCHASER

()
Partner

and 377, i.e. a total area of 5730.35 M² of non-agricultural lands, of village Kalali, in registration district and sub-district Vadodara, which is part of the Whole Lands, and which has been purchased by the OWNER herein, respectively by Sale Deed No. 5646 and 5647 both dated 20/06/2020. The Project Lands are more particularly described in **SCHEDULE – I** hereunder written .

- (c) **"the Said Project"** means the "Vicenza Highdeck - II" project, which is a Scheme of 88 residential apartments, housed in 2 Towers to be called "A" and " B " , with 44 apartments in each Tower, with complete infrastructure, like paved roads, street lights, and modern amenities club house, swimming pool, etc. sprawled over the Project Lands.
- (d) **"the Said Unit"** means the residential apartment, being Apartment No. ____ , on the _____ floor of Tower _____ (A /B) having a carpet area of 149.57 /125.05 sq.mts, and Balcony area of 8.43 sq. mts , identified and selected for purchase by the PURCHASER/S herein, and includes – space for two car parks in one slot.
- (e) **"the Said Act"**, means - The Real Estate (Regulation and Development) Act, 2016.
- (f) **"carpet area"**, means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Said Unit, (for exclusive use of the OWNER), or verandah area and exclusive open terrace area appurtenant to the Said Unit, for exclusive use of the OWNER, but includes the area covered by the internal partition walls of the apartment.
- (g) **"Vicenza Highdeck-2 Service Society" (VH2SS)**, means

OWNER

For VHD Realty

PURCHASER

()
Partner

- a Co-operative Service Society, which will be registered in future under the Gujarat CO-Operative Societies Act, 1961, of which, each purchaser of the apartments of the Said Project, shall be a member, and be bound by the rules, regulations and guidelines of the Society.
- (h) **“General Maintenance” (GM)**, means the amount of Rs. 3,00,000/- (Three Lakh only) to be paid by each purchaser of an apartment of the Said Project, towards general upkeep, repair and maintenance, of the project as a whole, and to meet contingencies, or entertainment expenditure but shall not mean or include the overall monthly maintenance contribution payable by each purchaser .
- (i) **“Monthly Common Maintenance” (MCM)**, means an amount fixed by the Vicenza Highdeck – 2 Service Society (VH2SS) as payable every month, by each of its member to the VH2SS, and to be utilized for the maintenance of the common amenities and facilities and staff salaries etc. or such as may be decided by the VH2SS.

WHEREAS,

A. The property being conveyed by this Sale Deed, is **Unit No. ____ on the __ floor of Tower A / B, of the Vicenza Highdeck – II Project**, of residential units, developed upon 5730.35 sq. mts. of non-agricultural, validated lands being **part of Block No. 377** (5,229 M², out of total area of 6,374 m²), corresponding to old R. S. No. 481 and **Part of Block No. 376** (501.35 M², out of total area of 6,677 m²), corresponding to old R. S. Nos. 479 and 480 of village Kalali, in registration district and sub-district

OWNER	PURCHASER
For VHD Realty	
()	
Partner	

Vadodara, which land parcel is hereinafter called the “**Project Land** “.

- B. The OWNER having had plans, for setting up a Project of residential apartments, in and around Kalali, found lands bearing Block No. 377 of village Kalali, in registration district and sub-district Vadodara, to be suitable for such purpose. However the original owners of lands bearing Block Nos. 348, 376 and **377**, of Kalali, had submitted jointly, plans including, all three land parcels, for non-TP plot validation. The Vadodara Mahanagar Seva Sadan approved an option of non-TP plot validation, whereby the entire land area, admeasuring 6,172 M², of Block No. 348 and 1033.28 M² of Block No. 376 of Kalali, was reserved for public purpose, granting a re-constituted area of 11,533.80 M², as being available for development purpose, against a total area of 19,223 M², of all three Block Nos. 348, 376 and 377 of village Kalali.
- C. The OWNER herein is the absolute owner, and is seized and possessed of, and otherwise well and sufficiently entitled to the Project Land. The chain of title of the OWNER to the Project Land and subsequent events are as under :
- Lands bearing Block No. 377 of Kalali :
- (i) Lands bearing Block No. 377 of village Kalali, correspond to lands originally bearing R.S. No. 481 of Kalali, which were then, agricultural lands, admeasuring 1 Acre and 23 Gunthas. The revenue records reflect that since the past more than 68 years, these lands stood in the name of RAJNIKANTBHAI JASHBHAI PATEL, to whose

OWNER	PURCHASER
For VHD Realty	
()	
Partner	

name they were mutated, upon a partition of all family lands, effected by his father Jashbhai Hirabhai Patel. This fact has been recorded at record of rights Entry No. 174.

- (ii) Upon consolidation of lands, the said land parcel bearing R.S. No. 481 of Kalali, was given **Block No. 377** with an area of **6,374 m²**. During his lifetime, the said Rajnikantbhai Jashbhai Patel, had got the names of his family members : Jayaben Rajnikant Patel (wife), Tushar Rajnikant Patel (son), and Manoj Rajnikant Patel (son), taken on record, vide Record of rights Entry No. 1228 dated 13/09/1996.
- (iii) Permission for multipurpose non-agricultural use, of lands bearing Block No. 377, of Kalali has been granted by the Collector, Vadodara, vide Order No. CA/NA/VADODARA/KALALI /377/1008074/2019 dated 23/05/2019.

Lands bearing Block No. 376 of Kalali :

- (iv) Lands bearing Block No. 376 of village Kalali, corresponds, to lands originally bearing R.S. Nos. 479 and 480 of village Kalali, which were then, agricultural lands, respectively admeasuring 35 Gunthas and 31 Gunthas, (ie totally 1 Acre and 26 Gunthas). Both these land parcels - ie. R.S. Nos. 479 and 480 of Kalali, were held by Vallavbhai Zaverbhai, from whom they were inherited by Madhavbhai Vallavbhai, upon demise of Vallavbhai Zaverbhai. This fact has been recorded vide record of rights entry No. 138 .
- (v) Upon the death of Madhavbhai Vallavbhai on 16/05/1972, the two land parcels (R.S. Nos. 479

OWNER

For VHD Realty

PURCHASER

()
Partner

and 480 of Kalali) were mutated to the name of his heir, Rasik alias Rajendra Madhavbhai Patel, (minor through his guardian Bhupendra Madhavbhai Patel) . This is recorded vide record of rights entry No. 767 dated 14/09/1974. Thereafter these two land parcels stand on the name of Rasikbhai alias Rajendra Madhavbhai Patel, till 1988-89, when consequent upon consolidation, lands bearing R.S. Nos. 479 and 480 of village Kalali, were given Block No. 376, which also continued to stand on the name of Rasikbhai alias Rajendra Madhavbhai Patel, till 2005-2006.

- (vi) Later there was a partition of all family lands, whereupon, the said Block No. 376 of Kalali fell to the share of Ghanshyambhai (Rohitbhai) Patel, as seen from record of rights entry No. 2294 dated 25/04/2014, duly certified on 08/07/2014 .
- (vii) Permission for non-agricultural residential use, of 6000 m² and non-agricultural commercial use of 677 M², of lands bearing Block No. 376, of Kalali, was granted by the Collector, Vadodara, vide Order No. NA/SR/ /2016-17 No. LND-D/Sec-65/WS/4627 to 4635/17 dated 05/09/2017. These non-agricultural lands are shown to be standing on the name of Ghanshyambhai Madhavbhai Patel in Hissa Form No. 4.
- (viii) By a Sale Deed dated 22/03/2019, duly registered at the office of the sub registrar of Assurances, Vadodara, under serial No. 4829, the said land, bearing Block No. 376 of village Kalali, was sold by Ghanshyambhai (Rohitbhai) Madhavbhai Patel, to

OWNER	PURCHASER
For VHD Realty	
()	
Partner	

the partnership firm of Madhav Realty, whose partners are Devendra Ratibhai Patel and Ashok Harilal Tanna. This land parcel, being Block No. 376 of village Kalali was mutated to the name of “Madhav Realty” vide record of rights entry No. 2955 dated 28/03/2019.

D. The OWNER thereafter purchased from the owners (hereinafter referred to as "the Landowners"), of the respective land parcels, portions of Block Nos. 377 and 376, of village Kalali in registration district and sub-district Vadodara, totally admeasuring 5730.35 M², so as to constitute an appropriate land parcel for development. The Landowners thus sold, transferred and absolutely conveyed to the OWNER, the Project Lands, as set out hereunder :

Block No.	Area of land purchased, in M ²	Names of Landowners	Registration date	Registration No.
376	501.35 (443.51+57.84)	Madhav Realty	20/06/2020	5646
377	5,229.00	Rajnkant Jashbhai Patel Jayaben R. Patel Manoj R. Patel Tushar R. Patel	20/06/2020	5647
5,730.35 Total area of lands purchased by the OWNER (Project Lands)				

OWNER
For VHD Realty

PURCHASER

()
Partner

- E. The Whole Lands as defined above, comprises of 3820 M² of land from Block No. 348 of Kalali, 501.35 M² from Block No. 376 of Kalali, and 5,229 M² from Block No. 377. While the actual development of the Said Project is upon 5,229 M² of lands which are part of Block No. 377 (Private Plot No2, as shown in the plan annexed hereto) and 57.84 M² of the Eastern most small strip of land which is part of Block No. 376 (as shown in Annexed plan), the approach road to the Said Project site passes through Block No. 376. Thus from out of the aforementioned Whole Lands, totally admeasuring 9,550.60 M², or thereabouts, lands admeasuring 3,820 M², which are part of Block No. 348 of Kalali, shall, at all times, remain reserved for public purpose, while a total of 5730.35 M², of Block Nos. 376 and 377, is available for Project planning, and has been purchased by the OWNER, for setting up the Vicenza Highdeck-II project. Lands admeasuring 5,730.35 M², being part of Block Nos. 376 and 377, are more particularly described in the **Schedule - 1** hereunder written and are hereinafter referred to as **“the Project Lands”**. The Project Lands bear private Plot No. 2 as shown in plan annexed hereto as **Annexure A**
- F. The OWNER is thus the sole and absolute owner of the Project Lands, and holds the same, without any impediments or lien or charge thereon. Out of the Whole Lands which admeasure 9550.60 M², the local authority, is entitled to assume possession of 40% thereof, being

OWNER	PURCHASER
For VHD Realty	
()	
Partner	

part of Block No. 348, admeasuring 3820 M² , on which portion, no development shall be carried out, and which is to be kept open and vacant. The OWNER being thus entitled and enjoined upon, to carry out construction / development, upon the Project Lands (as defined hereinabove), has proposed to set up a Scheme of two Towers (A and B) of residential apartments, comprising of 4 apartments on each of the 11 floors of Towers A and B (Total 88 apartments), with covered and /or open parking on basement and ground floor, as per building construction permission No. Ward /6 HB-26/2019-20 dated 17/02/2020, approved by the Vadodara Mahanagar Seva Sadan. The Scheme of residential apartments, which are hereafter referred to as the Said Project, has been named by the OWNER as : **"VICENZA HIGHDECK-II"**

- G. The OWNER has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016, with the Real Estate Regulatory Authority at Serial No. [redacted] on [redacted] . An authenticated copy of the Registration Certificate is attached hereto at **Annexure ‘B’**;
- H. The OWNER has engaged Architects : M/s Unven who have been registered with the Council of Architects.
- I. The OWNER has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the OWNER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- J. The OWNER being the sole and absolute owner of the Project Lands and having constructed the residential

OWNER
For VHD Realty

PURCHASER

()
Partner

Towers thereon, has sole and exclusive right to sell the Apartments in the said Towers, and to receive the sale consideration in respect thereof.

- K. The PURCHASER exhibited interest in acquiring Unit No.____ on the ____ floor, of Tower A / B, of the Said Project. Upon request of the PURCHASER, the OWNER has given inspection to the PURCHASER, of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the OWNER's Architects : Messrs UNEVEN, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.
- L. The OWNER has given copies of the approved plan, Rajachitthi issued by VMSS, copies of Revenue Records, NA Order, Title Clearance Certificate etc. to the PURCHASER herein. The PURCHASER has carefully inspected and studied the same and is fully satisfied about them and about the clear and marketable title of the OWNER over the Project Land and regarding the legality of the construction. Having agreed to purchase the Said Unit, the PURCHASER had entered into an Agreement dated _____ to purchase the Said Unit from the OWNER, which agreement has been duly registered at the office of the Sub-Registrar of Assurances, Vadodara, under Serial No. _____
- M. Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the PURCHASER has been annexed and marked as

OWNER
For VHD Realty

PURCHASER

()
Partner

Annexure C, and have been seen and understood by the PURCHASER.

- N. The OWNER shall obtain Building Completion Certificate and / or Occupancy Certificate of the Said Tower and furnish copy of the same, to the PURCHASER, when received.
- O. In pursuance of the Said Agreement to Sell, this Sale Deed is executed on the terms and conditions appearing hereinafter.

NOW THIS INDENTURE WITNESSETH THAT:

(1) In consideration of payment of a sum of **Rs. _____ /-** (**Rupees _____ Only**), paid by PURCHASER to the OWNER, as per the Schedule of Payment set out hereunder, being the full and final consideration payable by the PURCHASER, for the Said Unit No. ____ of ____ Tower of Vicenza Highdeck - II, the payment and receipt whereof the OWNER doth hereby admit and acknowledge and of and from the same and every part thereof for ever acquit, release and discharge the PURCHASER, the OWNER doth hereby convey, grant, transfer and assure unto the PURCHASER the Said Unit No. ____ on the ____ floor of ____ Tower, of Vicenza Highdeck, together with , undivided share in land, hereditaments and premises more particularly described in the **SCHEDULE-II** hereunder written, together with the **right to use randomly allotted one parking slot that can be used for for two cars**, as per the terms of this Sale Deed, as also sewage, drains, plants, shrubs, ways, paths, passages, common water facilities, water-courses, lights, liberties, privileges,

OWNER
For VHD Realty

PURCHASER

()
Partner

easements, profits, advantages, rights and appurtenances, undivided common margin land and passages etc. 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 OWNERS, into, out of, or upon the Said Unit, hereinafter called **“the Said Premises”** and more particularly described in the **SCHEDULE-II** hereunder written, TO HAVE AND TO HOLD the Said Unit and undivided right in the Project Land, hereditaments and premises hereby, granted, conveyed and assured or intended or expressed so to be with their and every of their rights, title, interest, easement and unto, and to the use and benefit of the PURCHASER forever, subject to the terms and conditions set out in this Deed.

Schedule Of Payment

<u>Amount</u>	<u>Cheque number</u>	<u>Date</u>	<u>Bank</u>

Total amount : - _____

The Purchaser has also paid the proportionate charges payable to MGVCL or any other power supply and distribution company, for initial power connection and deposit/s.

The PURCHASER has paid towards Applicable taxes by way of Goods and Service Tax (GST), Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in

OWNER
For VHD Realty

PURCHASER

()
Partner

connection with the construction of and carrying out the Project), payable by the OWNER, up to the date of handing over the possession of the Said Unit

- (2) That the OWNER hereby covenants as under :
- (a) That no notice of acquisition or requisition or for payment of any arrears on any account whatsoever, has been received from any authority, nor is the Said Unit or the Project Land or any portion thereof subject to any mortgage, lien, encumbrance or charge whether by way of maintenance or otherwise.
 - (b) That there is no subsisting agreement for the sale, gift, mortgage, or any other alienation of the Said Unit, to or in favour of anyone else whomsoever. The Said Unit has also not been given on lease or licence to anyone, nor is there any existing charge or encumbrance of any nature whatsoever, over/ against the same. There are no litigations or proceedings of any nature, touching the Said Unit or the Said Project, pending before any judicial, quasi judicial or Government authorities The OWNER hereby declares and confirms that the titles of the Said Unit are clear and marketable, and that they have a right to convey the same in favour of the PURCHASER. If, however, any encumbrance, charge or defect in the title of the Said Unit, relating to any period prior to this deed of conveyance, is found to exist at a later stage, the OWNER shall have the same removed, lifted, cleansed at its expense.
 - (c) That notwithstanding any act, deed, matter or thing whatsoever, by the OWNER or any person or

OWNER
For VHD Realty

PURCHASER

()
Partner

person/s lawfully, or equitably claiming by, from, through, or under them, or omitted or knowingly suffered to the contrary, the OWNER now has, good right, full power and absolute authority to allot, grant, release and assure the Said Unit, and undivided right in the Project Land, hereditaments and premises hereby granted, conveyed released or assured or intended, so to be, unto and to the use of the PURCHASER in the manner aforesaid, subject to the terms and conditions stated in this deed.

(e) That the PURCHASER shall and may at all times hereafter, peaceably and quietly enter upon, have, occupy, possess and enjoy the Said Unit and receive the rents and profits thereof and of every part there to and for his/ her/ its use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the OWNER, or any members, or any of them or claiming by, from, under or in trust for any of them, upon fulfillment of and subject to what is stated herein. AND THAT the PURCHASER, and its executors, administrators, agents, successors, legal representatives and assigns for the time being, and his or their tenants and servants and all other persons authorized in that behalf by him or them from time to time, shall have full and free, right, liberty and license, for all purposes connected with the Said Unit, hereditaments and premises, to the use and enjoyment of the same, to go, return, pass and re-pass with or without vehicles in, along, over and upon the Project Land, common facilities and approaches, subject to what is stated elsewhere in this Deed and rules made by the OWNER or Vicenza Highdeck-2 Service Society

OWNER	PURCHASER
For VHD Realty	
()	
Partner	

(VH2SS) that may be formed of the purchasers of other units of the Said Project.

(f) That all local taxes, Cess, Betterment charges and Revenue Taxes etc. in respect of the Project Lands, hereditaments and premises up to these presents, have been duly paid. The PURCHASER shall be liable to pay proportionately such taxes, cesses, charges, Revenue etc hereafter.

(g) THE Owner 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 SOCIETY OF BUYERS

(h) If within a period of five years from the date of handing over the flat to the purchaser, the purchaser brings to the notice of the owner any structural defect in the flat or the scheme in which flat are situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the owner at his own cost and in case if it is not possible to rectify such defects, then the purchaser shall be entitled to receive from the owner, compensation for such defects in the manner as provided under the ACT. Provided that the owner 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 owner beyond the control of the owner.

(3) That the PURCHASER hereby covenants as under :

OWNER
For VHD Realty

PURCHASER

()
Partner

- (i) That as agreed under the Said Agreement , dated _____ between the OWNER and the PURCHASER, the PURCHASER shall be enrolled, as member of the VH2SS and shall also be a member of any smaller association, (if any such Association is formed) of the owners /occupants of the units of the tower, in which the Said Unit is housed, and shall abide by rules and regulations of any such Association/s. It is clearly understood, acknowledged and agreed by the PURCHASER that in case of joint ownership of the Said Unit, only the first named PURCHASER shall be enrolled as a member and shall have voting rights in the VH2SS , or other similar Association / entity.
- (ii) That the PURCHASER has paid or shall have paid a sum of Rs. 3,00,000/-, Rupees Three Lakhs Only , towards General Maintenance Fund, to the VH2SS the corpus of which shall be utilized by the VH2SS, for the general repair and maintenance, upkeep etc. of the Said Project as a whole, or to meet contingencies or for entertainment. This fee is non-refundable, but is transferable to the transferee /assignee of the PURCHASER.
- (iii) That the PURCHASER agrees to pay to the VH2SS / other entity a monthly maintenance fee of such amount, towards Common Maintenance, as may be decided by the Working Committee of the VH2SS / other entity.
- (iv) The PURCHASER is aware that the approach road to the Project site falls in Block No. 376 of village Kalali, and that, which is common for the members of the Said Project and members of the project that may be

OWNER	PURCHASER
For VHD Realty	
()	
Partner	

developed upon adjoining lands being Block No. 376 of village Kalali. The PURCHASER along with the other Purchaser of the other units in the same projects, remains the 50% owner of the land corresponding to the approach road and The land cannot be used for any other purpose and cannot be encroached upon. That the PURCHASER is aware that the Project Lands lie within the limits of the Vadodara Mahanagar Seva Sadan (VMSS), and the Promoter shall connect to drinking water, sewage network and other facilities generally provided by the concerned authorities, or shall provide, borewell facility for drinking water along with water softening plant, and also soak pits, within the Project Lands, for sewage disposal if the regular lines are not laid till then .

(v) That it has been conveyed to and agreed and accepted by the PURCHASER that the terrace of the Tower in which the Said Unit is housed, is meant for common use by the owners /occupants of the Units of the said tower . However for use of the terrace for any private function of the PURCHASER, it shall be necessary to seek permission of the Office Bearers of the VH2SS or office bears of any smaller Association that may be formed of the owners /occupants of the Units of the Tower, in which the Said Unit is housed.

(vi) That the PURCHASER shall not be entitled to place a TV or V-Sat antenna, haphazardly on the terrace. The VH2SS shall decide a Policy for placing such antennas and the rules framed in this regard shall be abided to, by the PURCHASER. Permission of the VH2SS shall be necessary before erecting an antenna.

OWNER	PURCHASER
For VHD Realty	
()	
Partner	

- (vii) That the PURCHASER shall not carry out, or request any alteration, or modifications in the Said Unit or nearby, so as to effect any structural changes or any change in the outer façade of the Tower in which the Said Unit is housed.
- (viii) That the PURCHASER shall keep the Said Unit and its walls and partition walls, sewers, water and drainage pipelines and other appurtenances thereto belonging, in good and tenantable repair condition and in particular so as to support, shelter and protect the part of the building other than their Said Unit.
- (ix) That the PURCHASER shall not carry out any structural changes within the Said Unit, nor make any modifications therein or thereon, so as to change the outer façade of the Said Unit.
- (x) That the PURCHASER or its employees, agents, contractors will not, at any time, drill/ core cut , chisel or in any other manner cause damage, to the columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Unit or demolish or cause to be done any additions / alterations / modifications, of whatsoever nature, to the Said Unit, or any part thereof, which are likely to cause damage, hazard or structural deterioration to any of the two Towers of the Said Project or to any portion thereof. The PURCHASER will not use or permit to be used the common passages, stairs, staircases, or any other open areas, spaces, margin lands, etc. for waiting, storage or keeping any articles or things, organizing parties/functions or in any other manner and further shall not alter the outside colour scheme, of the any part of the Said Unit or Said Project property .

OWNER	PURCHASER
For VHD Realty	
()	
Partner	

(xi) That the PURCHASER shall use the Said Unit for residential purposes only and for no other purpose. The PURCHASER shall not use the Said Unit, 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 units in the building or to the owners or occupiers of the neighboring properties nor for any immoral or illegal purposes.

(xii) That the PURCHASER shall at his own cost, maintain the Said Unit in the same good condition, state and order in which it is delivered, to the PURCHASER and shall abide by all by-laws, rules and regulations of the government, the Vadodara Mahanagar Seva Sadan, Madhya Gujarat Vij Company Limited and any other authorities, local bodies, and the VH2SS/ smaller Service Association, or other legal entity, and shall attend to, answer and be responsible, for all actions and violations of any of the conditions or rules or by-laws, and shall observe and perform all the terms and conditions contained in this Deed. The PURCHASER shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from the Said Unit, in the common passages, balconies, compound or any portion of the Said Project property .

(xiii) That the PURCHASER has been provided suitable place for fixing Air Conditioning units. Hence the A/C unit shall not be fix at any other place. The PURCHASER shall not damage the partition walls, common walls, flooring ceiling etc of the Said Unit, in the process of fixing Air Conditioning or any other facilities. The PURCHASER shall also not drill / core cut , chisel or

OWNER	PURCHASER
For VHD Realty	
()	
Partner	

in any other manner cause damage, to the columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Unit .

(xiv) That the PURCHASER shall not make any alteration in the elevations and outside colour scheme of the Said Unit.

(xv) That the PURCHASER shall not at any time demand partition of his/her/ its/ their interest in the Project Land. It being agreed and declared by the PURCHASER that his interest as stated above is impartible.

(xvi) The PURCHASER accepts that he /she/ it/ they is /are aware of the following and will not object to the same -

(a) The “random parking site allotment “ system adopted by the OWNER for allotment of the parking slot for the said Unit. And decision of the *OWNER will be considered final in the same regard.*

(b) The OWNER may provide / develop part or whole of the terrace area for leisure and relaxation and the same shall be used as a common facility for any allottees of the Said Project

(c) The OWNER may combine two or more units on the same floor or on separate floors, so as to constitute a single unit and sell the same to any allottee, and that this may change the overall internal planning of the floor/s slightly.

(4) That open, quiet, vacant and peaceful possession of the Said Unit has been handed over to the PURCHASER today, who has assumed the same in good condition. The

OWNER
For VHD Realty

PURCHASER

()
Partner

PURCHASER agrees and acknowledges that all terms and conditions agreed upon by, and commitments offered by the OWNERS in the Agreement to Sell dated ____ have been duly complied with. The Unit has been properly checked and found to be as per said Agreement to Sell.

- (5) That the stamp duty, registration fees, and all miscellaneous expenses relating to execution and registration of this document have been borne by the PURCHASER. If any deficit/additional stamp duty becomes payable on this document in future the same shall be borne by the PURCHASER.
- (6) SEVERABILITY:If any provision of this Agreement 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.
- (7) 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 Regulations (Regulation & Development) Act, 2016, rules and regulations, there under.

OWNER
For VHD Realty

PURCHASER

()
Partner

The schedule-I above referred to is mentioned hereunder:-

SCHEDULE - I

Description of the Project Land

Open non-agricultural lands, being part of Block No. 377 (corresponding to old R.S. No. 481) and part of Block No.376 , (corresponding to old R.S. Nos. 479 and 480) of village Kalali, in registration district and sub-district Vadodara, as under :

Part of Block No. 377 of Kalali :

Eastern side admeasuring 5,229 sq. mts., (out of total area of 6,374 m²), of Block No. 377, corresponding to old R.S. No. 481, of village Kalali, in registration district and sub-district Vadodara, having the following details :

- Tenure : Non-Agricultural Lands
- Area (Total) : 6,374 sq. mts., (Of Block No. 377, as per records.)
- Land Area purchased : 5,229 M²
- Assessment : Rs. 7:56 Ps.
- Boundaries :
 - East by Land bearing Block No. 408 of Kalali
 - West by Land bearing Block No. 376 and part of lands of Block No. 377 (towards south)
 - North by Land bearing Block No. 408 of Kalali
 - South by Lands bearing Block Nos. 378 and 407 of Kalali

Part of Block No. 376 of Kalali :

OWNER	PURCHASER
For VHD Realty	
()	
Partner	

A strip of land admeasuring 57.84 M² of the North-Eastern portion (hereafter called “**the Strip Land**”) and an undivided undemarcated area of 443.51 M² (hereafter called “**the Road Land**”) out of total land area of 6,677 m2 of Block No. 376, corresponding to old R.S. Nos. 479 and 480, of village Kalali, in registration district and sub-district Vadodara, having the following details :

Tenure : Non-Agricultural Lands

Area (Total) : 6,677 sq. mts., (Of Block No. 376, as per records.)

Land Area purchased : 57.84 M² of North-Eastern portion (Strip Land)
443.51 M² of undivided, undemarcated area of land being part of Said Block No.376 for common approach road (road land)

501.35 M²	Total Area of land from Block No. 376
-----------------------------	--

Assessment : Rs. 7:31 Ps.

Boundaries :

Directions	Strip Land	Road Land
East	Part of Block No .377 of village Kalali	Block No. 408 of Kalali
West	Remaining part of Block No. 376 of village Kalali	Remaining part of Block No. 376 of Kalali
North	Road Land	18 mts. Naliya road
South	Block No. 377 of Kalali	Part of Block No. 376 and 377 of Kalali.

The exact position and extent of the Said Lands is shown in the Plan Annexed hereto as **Annexure -A**, in right slanted lines .

OWNER
For VHD Realty

PURCHASER

()
Partner

SCHEDULE-II

(Description of the Said Unit)

Unit No. ____ on the ____ floor of Tower A / B of the
Vicenza Highdeck – II Project, which is developed upon the
Project Lands described in the Schedule – I hereinabove. The
Said Unit has an area of ----- sq. ft. (____ sq.mts),
comprised of carpet area of ____ sq.ft. (____ sq.
mts.) and Balcony area of ____ sq. ft. (____ sq. mts), Share
in Common Area ____ sq. ft. (____ Sq. Mt.) and is
bounded as under :

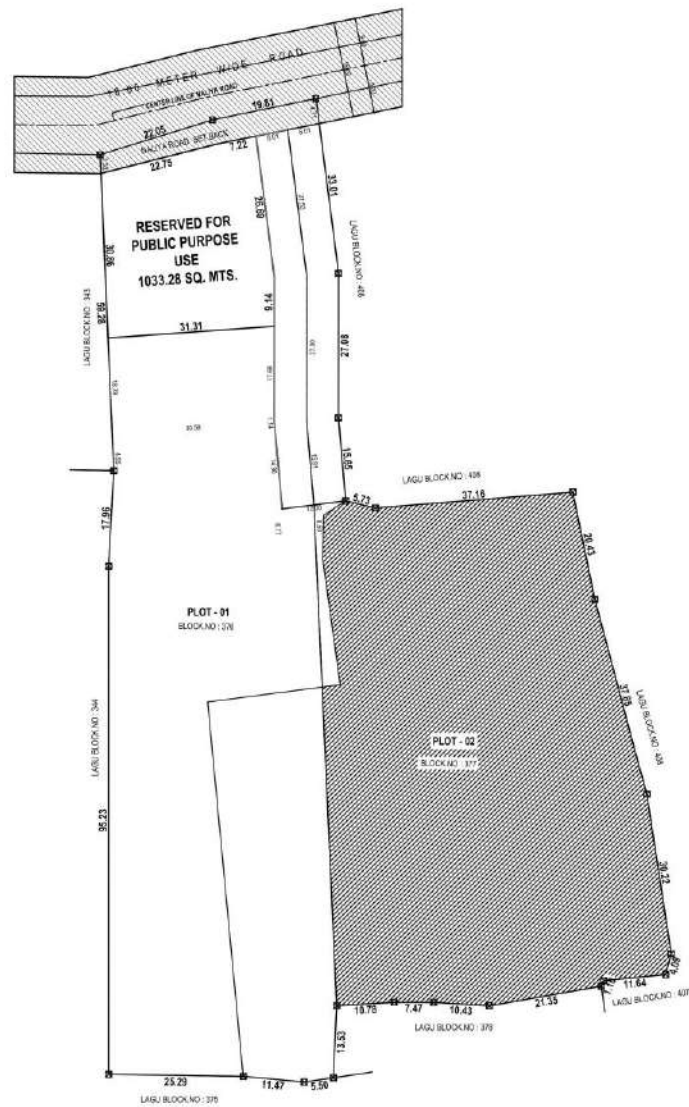
- On or towards East :
- On or towards West :
- On or towards North :
- On or towards South :

IN WITNESS WHEREOF the parties hereto have
hereunder set and subscribed their respective hands hereunder
on this ____ day of _____, 2020 at Vadodara.

OWNER
For VHD Realty

PURCHASER

()
Partner



OWNER
For VHD Realty

PURCHASER

()
Partner

ANNEXURE - B : Certificate under the Real Estate
(Regulation and Development)
Act, 2016 .

OWNER
For VHD Realty

()
Partner

PURCHASER

ANNEXURE – C : Authenticated plans and specifications of
the Apartment agreed to be purchased by
the Allottee

OWNER
For VHD Realty

()
Partner

PURCHASER

ANNEXURE – D : PROJECT SPECIFICATION

FLOORING :

Double charged vitrified tiles in all rooms

STAIRS: STONE TREADS

DOORS & WINDOWS:

Main Door: High Quality Wooden frame door with veneer paneling on both sides.

Internal Doors: Wooden frames with laminated flush doors.

Powder coated aluminium sliding windows.

ELECTRICAL:

Concealed copper ISI wiring, MCB/ ELCB & branded modular switches with sufficient electrical points in all area.

Provision for TV & Internet points at convenient locations.

Air Conditioning Piping at convenient locations

KITCHEN:

Granite sandwiched platform with S.S. Sink & Swivel Tap

Vitrified Tiles upto lintel height over the platform

Wash Area with Tiles dado & natural stone Flooring

BATHROOMS:

Premium ceramic tiles, Branded quality bath fittings and sanitary wares.

Anti Skid Floor Tiles

Granite/Stone Counter with Ceramic Wash Basin

OWNER
For VHD Realty

PURCHASER

()
Partner

False Ceiling in all Bath Rooms

PHOTOGRAPH OF THE PROPERTY SOLD

OWNER
For VHD Realty

()
Partner

PURCHASER

SIGNED AND DELEVERED
by the within named
PARTY OF THE FIRST PART

OWNER :

WITNESSES :

For VHD REALTY

(Hemang Parikh)
Partner

SIGNED AND DELEVERED
by the within named
PARTY OF THE SECOND PART

PURCHASER

OWNER
For VHD Realty

PURCHASER

()
Partner
