

SALE DEED

This **SALE DEED** executed at **VADODARA** on date/...../2018 of **SHOP / OFFICE / UNIT NO.** on **FLOOR** situated in the Scheme namely **“SARVA SIGNATURE”**...

THE EXECUTANT / PURCHASER / FIRST PARTY :

.....,
Aged years, Occupation, [PAN :]
residing at
(Hereinafter referred to as “The First Party” or “Purchaser” or “You” in this sale deed and in the meaning of the word the first party and / or his / her their heirs, guardian, successors, Assignees, Executors, Administrators etc. all have been included.)

EXECUTOR / LAND OWNER / SECOND PARTY :

SARVA REALTY, a partnership firm [PAN :], through its Authorize Partner **ANKUR SURESHCHANDRA AGRAWAL**, Aged adult, Occupation Business, Residing at B / 102, Arise Paride, Nr. Taksh Complex, Vasna Road, Vadodara. (Hereinafter referred to as “The Second Party” or “Seller” or “Land Owner” in this sale deed and in the meaning of the word the partnership firm of second party and present and time to time partners of firm and newly admitted partners and their heirs, guardian, successors, Assignees, Administrators, executors etc. all have been included.)

Whereas we/ the Second is execute this sale deed in favour of you / First party willingly that:

That, The lands bearing **R. S. No. 21 / 2 paiki 1** including in **T. P. Scheme No. 16** and **Final Plot No. 34** and its area adm. **769-00 Sq. Mt. N.A. land as per Final Plot** within mouje village **VASNA SAIYED**, of Tal. & District Vadodara. The said land has been purchased on/07/2017 vide Reg. Sr. No. from Ashray Association, a partnership firm through authorized partner Nitin Mithubhai Patel in favour of party of the FIRST PART and as per said Sale Deed the name of PARTY OF THE FIRST PART has been mutated in the City Survey Property Card vide Entry No., dated (certified on). That, the party of the FIRST PART became absolute owner, occupier of the said captioned land.

That, the Competent authority, Collector, Vadodara has issued N.A. Order vide No. NA / SR / 767 / 2014 – 2015, No. Land – D / Sec – 65 / Vasi / 298 to 360 / 15, dated 19/01/2015 in respect of land being R. S. No. 21 / 2 paiki 1 including in T. P. Scheme No. 16 and Final Plot No. 34 and its area adm. 769-00 Sq. Mt. N.A. land as per Final Plot within mouje village VASNA SAIYED for Non – Agricultural Purpose with certain terms and conditions as mentioned therein.

That, the Construction Permission in respect of the said land being R. S. No. 21 / 2 paiki 1, T. P. Scheme No. 16, Final Plot No. 34 of moje Vasna Saiyed was granted by Vadodara Mahanagar Palika issued vide its Raja Chitthi No., dated with certain terms and conditions as mentioned therein.

That, as per said above commercial construction permission obtain from the competent authority and as per obtain FSI and passing of layout plan / map the scheme in the name of **“SARVA SIGNATURE”** has been organized.

AND WHEREAS, the party of the SECOND PART / LAND OWNER / DEVELOPER has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority RERA Certificate No., Date Thus, all parties are here agreed for all clauses of RERA are to be legally bound to all parties of the said Sale Deed.

Whereas, second party / executor sell the property shown in **SCHEDULE** below to the First party in the amount of consideration **Rs...../- In words Rupees** **Only.** And the said amount of consideration has been fully received by us as per the details below and in lieu of the said amount of consideration we have executed this Sale Deed.

Details of receipt of sale price:-

Rs...../- Date : Cheque No.....

Bank

Rs...../- In words Rupees Only.

When the cheque of above mentioned amount of consideration is realized in Bank, we have sold the property shown in Schedule in lieu of it and we / executors will have to hand over physical possession of the said property to you / the First Party on completion of construction work and at that time you / the First Party will have to accept physical possession of the property mentioned in the said Schedule with ownership right.

AND if within a period of five years from the date of handing over the property sold to the PURCHASER, the PURCHASER brings to the notice of the SECOND PARTY any structural defect in the property sold to the PURCHASER of the said SCHEME or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the SECOND PARTY at his own cost and in case it is not possible to rectify such defects, then the PURCHASER shall be entitled to receive from the SECOND PARTY, compensation for such defect in the manner as provided under the Act. Provided that the SECOND PARTY 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 SECOND PARTY or beyond the control of the SECOND PARTY.

We the executors have not created any encumbrance or lien, mortgage, charge of any person, Bank, Shroff or Financial institution on the said land property and we have not written the said property in security of any person and there is no attachment or injunction order of court and we have not executed any sale or transfer Agreement or we have not executed any Banakhat or Gift Agreement or not executed any written or oral agreement in favour of any person or institute. And we / executors assure that the title of property sold to you is clear and marketable and yet if any objection or dispute arises regarding title of the said property, we the executors will remove such obstacle with our own expense and in case you have to remove such obstacle we the executors are bound to repay such amount and expense immediately without raising any dispute and we assure of it.

We have already paid all the Government and Semi-Government Tax, Taxes of Vadodara Mahanagar Seva Sadan and revenue tax regarding the said land property till today and after execution of this Sale Deed, you the purchaser will have to pay all taxes and charges. But after execution of Sale Deed in future if any tax is found unpaid till today, we the executors have to pay such amount and we assure and undertake of it. You / the First Party have paid all the expense of this Sale Deed like Stamp Duty, Registration Fee, Writing Fee etc. and in future if any additional stamp duty is required to be paid, you / the First Party have to pay all such amounts. Also liable to pay Development Charges, Service Tax, Name transfer

charges after execution of this sale deed, Corporation Tax, Mahesul etc. for the said schedule property.

We the sellers have sold the property shown in schedule below to you the purchaser with all relevant right and with right in water, drainage, Light, Toilet, Bathroom, Telephone, Dish, Internet, Common Lift, Street Light etc. common facilities and with right of getting air and light and with right in internal society road and disposal of water as member of **"SARVA SIGNATURE"** till the Sun shines with ownership right today. Therefore you /the first party have become owner of the property mentioned in the said Schedule and you have right to occupy the said property following rules of complex. You have full right from today on the property mentioned in Schedule below and from now we and our heirs, guardian, successors have no right, part, share, claim, and interest in the said property.

The property situated in the Scheme namely **"SARVA SIGNATURE"** has been sold to you through this Sale Deed. In the common parking space in basement floor shown in the approved map for the purpose of construction over the said land, all unit purchasers of the of the scheme together shall make parking in the space only provided as per convenience without causing hindrance / obstructions to others and the Purchasers of the unit shall not hold right to make parking in a specified or designated place. Further, the parking of shop members is provided in the front side of the shop.

You / the First Party have become independent owner of the property sold to you by executors and on the basis of the said Sale Deed, you can get the said property transferred in your name in City Survey Office, Vadodara Mahanagar Seva Sadan Office, Madhya Gujarat Vij Company Ltd., Revenue Record and in Government and Semi-Government and other institute and we the executors are bound to give you necessary signature-consent whenever and wherever required but you have to bear all the expense regarding the said proceeding. Further, on the road side Ground Floor & First Floor parking of shop members is provided in the front side of the said complex so shops owners are not allow to make any type of temporary or permanently that place is kept open for common parking only and its use is to be made by all the owners in such manner so as not to create mental harassment or noise or disturbance and if such acts are committed by the shopkeeper members than the full right to prevent in doing so is and shall be vested with the other members of the complex.

The property sold to you is situated in **"SARVA SIGNATURE"** and if all the members of scheme form any development Mandal or association to maintain, cleanliness or common maintenance or charges then you / the First Party have to be its member compulsorily and follow all its rules and regulations compulsorily and you have right to get all the rights which have been acquired by all the members of the said complex and you have to pay administrative expense for common facility proportionately / commonly. No member has to keep goods in common passage and lift which may be obstacle to the owners and provide co-operation to all members. With such condition and understanding we have executed this Sale Deed in favour of you.

There are common light, common lift etc. for all the members and regarding this maintenance charges, light bill for common utilities you have to pay all the expense and for repairing of all these articles and charges and newly installation expense proportionately with other members of the said scheme.

No member has to make any change in color, Elevation etc. of **"SARVA SIGNATURE"**. There will be no change in structure of the said complex like beam or column in any circumstance in present time or in future and if any type of change made like internal wall, beam, column or heavy equipments they have to obtain permission/certificate of government certified

consultant. And no member can demand personal ownership in future or in present in open land shown in Map approved for construction from Vadodara Maha Nagar Seva Sadan and the said land is to be kept open for ever and the purchaser and any other member of the said complex are bound to keep the said place open and will be. and no members has rights to keep any type of goods in common passage, common staircase.

The slab of upper storey and lower floor and the walls of adjoining property are common which is situated in the property sold to you and shown in Schedule below and its measurement is to be considered from the middle point of wall.

You the purchaser don't have demand ownership right or separate share in common amenities of **"SARVA SIGNATURE"**.

We the executor have sold the property mentioned in Schedule of this Sale Deed with only useable right of terrace of apartment and the **FIRST PARTY** will have right and authority in the terrace of the said towers of the scheme and if additional permission (F.S.I.) is given to make construction then the **FIRST PARTY** will have right to make construction as per it and sell the said construction and the executor and developer will have permanent right to join line in drainage, over head and under Ground water tanks and light and gas connection line and in lift situated in the said complex and with such clear understanding we have executed this Sale Deed.

In future if you / purchaser sell, mortgage or transfer the property mentioned in Schedule below at that time the purchaser can sell or transfer or mortgage the rights and authority following the rules shown above in document and following the conditions decided from time to time and with the rights and authority which you have acquired through this Sale Deed and with such clarity this Sale Deed has been executed.

SCHEDULE

Description of property given in sale

There is **Non - Agricultural Land** bearing **Revenue Survey No. 21 / 2 paiki 1** included in T. P. Scheme No. 16 and allotted Final Plot No. 34, adm. 769-00 Sq. Mt. Plot Area as per said Final Plot of moje village **VASNA SAIYED**, Reg. Dist. and Sub – Dist. Vadodara has been construction permission obtained from Vadodara Mahanagar Palika vide construction permission (Rajachithi) No., Dated the scheme in the name of **"SARVA SIGNAURE"** has been organized. And out of which the property having measurement and property has been sold to you.

Tower	Floor	SHOP / OFFICE / UNIT / No.	Built - UP Area (Sq. Mtrs.)	Carpet Area (Sq. Mtrs.)	Undivided share of common land Area (Sq. Mtrs.)

Four boundaries are as under

East :
West :
North :
South :

We the executants have executed said sale deed at will, having read followed and understood, through diligence and non intoxicated state of mind which is and shall remain agreeable and binding to us, our descendants, guardians, heirs etc all and in witness and evidence thereof have put our own signature hereunder...

Place : Vadodara.
Date :/...../2018

EXECUTOR/LAND OWNER/SECOND PARTY:-

SARVA REALTY,
a partnership firm through authorized partner

ANKUR SURESHCHANDRA AGRAWAL

WITNESS

.....
.....

... ..

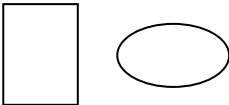
PROPERTY PHOTO

**“SARVA SIGNATURE”,
Near Nilamber Circle, Gotri – Bhayli 30 Mt. Main Road, Vadodara.**

... ..

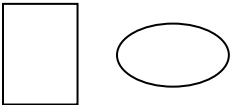
According to Schedule Under Registration Act, 1908
Section 32 (A)

The executant / Purchaser / First party:



The executors / Land Owners / Second Party :

SARVA REALTY,
a partnership firm through authorized partner



ANKUR SURESHCHANDRA AGRAWAL

દસ્તાવેજ નંબર : તારીખ : / / ૨૦૧૮

:: પરિશિષ્ટ ::

નોંધણી અધિનિયમ-૧૯૦૮ ની કલમ – ૩૪ ની પેટા કલમ – ૩ મુજબનું ચેકલીસ્ટ

અ.નં.	પ્રશ્ન	જવાબ (હા/ના)
લખી આપનાર, સંમતિ આપનાર કે તેઓના કુ.મુ. ને પુછવાના પ્રશ્નો :		
૧	લેખમાં દર્શાવ્યા મુજબ મોજે ગામ વાસણા સૈયદ ના રેવન્યુ સર્વે નંબર : ૨૧/૨ પૈકી ૧, ટી.પી. સ્કીમ નં. ૧૬, ફાઈનલ પ્લોટ નં.૩૪,વાળી ૭૬૯-૦૦ ચો. મીટર વાળી જમીનમાં SARVA SIGNATURE નામની યોજનામાં માળ/ફ્લોર ઉપર આવેલ દુકાન / ઓફીસ / યુનીટ નંબર : નો વેચાણ દસ્તાવેજ લેખ કરી આપેલ છે?	
૨	લેખમાં દર્શાવ્યા મુજબ ચો.મી. બીલ્ટઅપ (જેનો કારપેટ એરીયા ચો.મી.) છે. તે મિલકત માટે લેખ કરી આપેલ છે?	
૩	લેખમાં દર્શાવ્યા મુજબની વિગતે અવેજની રકમ મળેલ છે?	
૪	લેખમાં દર્શાવેલ વિગતો વાંચી, વંચાવીને, સમજી, વિચારીને તમે પોતે જાતે જ સહી/અંગુઠાન છાપ કરેલ છે તેમ કબુલ રાખો છો?	
૫	પાવર ઓફ એટર્ની આપનાર દસ્તાવેજની તારીખે હયાત છે?	
૬	પાવર ઓફ એટર્નીના લેખમાં પાવર ઓફ એટર્ની આપનાર વ્યક્તિ/ઓએ સહી/અંગુઠાનું નિશાન કરેલ છે?	
૭	પાવર ઓફ એટર્નીનો લેખ દસ્તાવેજની તારીખે અમલમાં છે?	
૮	ઓળખાણ આપવા સારૂ તમને ઓળખતા હોય તેવી વ્યક્તિઓ સાથે લાવ્યા છો?	
ઓળખાણ આપનારને પુછવાના પ્રશ્નો :		
૧	દસ્તાવેજ લખી આપનાર વ્યક્તિ/ઓ કે જેઓએ કબુલાત આપી તેઓને તમે જાતે ઓળખો છો?	
૨	દસ્તાવેજમાં લખેલ નામ અને કબુલાત આપનાર વ્યક્તિ/ઓ એક જ છે?	
૩	કોઈ વ્યક્તિએ ખોટું નામ ધારણ કરીને કબુલાત આપી નથી એવી તમે ખાતરી આપો છો?	

લખી આપનાર /સંમતિ આપનાર/કુ.મુ.ની સહી

ઓળખાણ આપનારની સહી

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(સહી) સબ રજીસ્ટ્રાર :