

SALE DEED

This SALE DEED is made on this day of 2022, for the **Flat No.**, on **Floor**, of **“SHARAN BLISS”** Scheme for the Consideration price of **Rs.**/- Rupees only.

FIRST PARTY / CLAIMANT PARTY / PURCHASERS :

....., Aged :, Occupation :, **PAN No.**....., **Aadhaar No.:** Residing at
.....

(hereinafter referred to as **“First Party”** or **“Purchaser”** or **“Allottee”** or **“You”** which expression unless it to be repugnant to the context or meaning thereof shall mean and include Purchaser / First Party self and their legal heirs, administrators, executors, assignees etc., in this Sale Deed)

EXECUTORS / LAND OWNER / SECOND PARTY:

JAMS ASSOCIATES PRIVATE LIMITED (Pan No AAFCJ2958J) having regd. Office at A-AA-7, Utopian Corner, Nr Grass fields, New Alkapuri,, Vadodara, Gujarat, India, 390021 through its authorized Signatory **GADA JATIN NEMCHAND**, Aged 46 years, Occupation Business, Aadhaar No. 2779 9128 7454,, (hereinafter referred to as **“Second Party”** or **“Promoter”** or **“Seller”** or **“We”** which expression unless it to be repugnant to the context or meaning thereof shall mean and include Developer / Second Party / Partners of Partnership Firm and their legal heirs, administrators, executors, assignees etc., in this Sale Deed)

Whereas, We the Executor / Second Party execute this Sale Deed as per our consent and willingness in favor of First Party that,

- (A) The said property previous owners has executed Sale deed in favour of **SECOND PARTY** of **PLOT NO. 7/B-2, 7/A-1, 7/B-1, 7/A-2** in **"SHANKAR**

PARK SOCIETY“ said transaction is registered at Sr. No.5917. **Date: 13/09/2022**,. And the executors becomes a legal and absolute owners and occupier of the said land.

(B) For the said land, obtained Development Permission from Vadodara Maha nagar Palika Permission (Raja chhithhi) No. **ODPS/2022/013667, Date. 19/03/2022**, (hereinafter referred to as the “Project land”), the said land agreed to sale to the Promoter/sold to the Promoter.

(C) Whereas, the Promoter has registered the Project under the provisions of the Real Estate Regulatory Authority at No.

We the executors and Land owner jointly have sold the said property under mentioned in the schedule to the Purchaser for a Sale Consideration of **Rs./- Rupees only**. And we hereby acknowledge the receipt as per below mentioned particulars, of the entire amounts of Sale price.

PAYMENTS DETAILS:

Amounts	Date	Chq.No.	Banks Name
...../-	Rupees Only....		

As per above details, We the Executors received entire of amounts of Sale Consideration from the First Party subject to clearing of the said cheques and against this the said property sell as per schedule for permanent and on absolute ownership basis tot the First Party. Now, the First Party becomes absolute owner and possessors of the said property and we the Executors hand over actual, physical, vacant and peaceful possession of the said property after completion of construction work of the project.

In the said land property, we the Executors not create any charge of Bank, Individual, and Institutions or not given in any surety or by other way create any burdens. And also not written in any surety and no litigations are pending before any Courts of law or no stay order issued regards to the said property. And we, the Promoters have not made any agreement to sale or sell or transferred activities or given the said by way gift or of written or orally with anyone. The Promoter gives assurance and undertakes that the title of the said property are clear and marketable, if any disputes arising regards to the title, We, the Promoters settled all the obstruct and disputes by his own costs and if the Purchaser settled such disputes or obstruct, then Promoter give assurance and undertakes that they reimburse all the costs for such cause without any disputes and immediately to the Purchaser.

For the said property, We the executors have paid all the taxes, charges bills and dues of Government, Semi-government, Vadodara Maha Nagar Seva Sadan/VUDA and Local authorities pertaining to the said property till the date of this Sale Deed. And the First Party shall pay all such taxes, charges and bills from the execution of this Sale Deed.

But, after execution of this Sale Deed, if there are pending any outstanding charges or tax relating the said property, then the Promoter hereby liable and responsible to pay such amounts to the concerned authority and the Promoters give assurance and undertaking. For the execution of this Sale Deed, Stamp Duty, Registration Fees, writing fees, applicable Government Tax and Semi-Government Tax, Corporation/VUDA tax etc., such expenses borne by the Purchaser of the said property and in future any additional stamp duty demanded by the authority such amounts also payable by the Purchaser only.

The under mentioned property, which sell by this Deed, with the common facilities, water supply, drainage, light, toilet, bathroom, telephone, internet, common lift, street light etc., facilities and all related rights, claims, environment and happiness rights, with internal and common roads, disposal of water of common enjoyment in the **“SHARAN BLISS”** as a members and with rights of road to move and

disposal of Air, Sun lights, easement and other arrangements and in future to get whatever may be found from the said property till the Sunshine's hand over to the First Party. For the said property which is describe in the schedule hereunder, First party becomes legal and absolute owners. And usage of the said property on ownership rights basis as per rules and regulations of the Complex or Association. In the said property from today First party possess ownership rights and we the Promoters has no rights, claim, interest or part in the said property.

In the Scheme "**SHARAN BLISS**", we sell the under mentioned schedule property by this sale deed, so, common parking in the basement, and all members of the scheme used such place for only parking and no obstruct or raise any obstacle in such parking area, and there is no fix place for parking, all the occupants of the scheme parks their vehicles as per understanding in co-operative manner with other occupants of the complex, and In the Parking space of the complex, no raw or pucca construction activities by individual or jointly by members of the Complex.

By way of this Sale Deed, the Purchaser has become absolute owners of the said property individually. And by way of this Sale Deed, the Purchaser has been entitled to get the said property transferred in their name in the records of the Government, Semi-Government offices, Vadodara Mahan Nagar Seva Sadan, MGVCL offices, City Survey offices and others offices related to the property. And for the same transferred or change the name, We the Promoters give full co-operation and abide to the Purchaser, if they required our consent or sign or presence in the offices for this purpose. In the said Complex, in ground and first floor there are Shop construction and above floor there is office premises construction made. In the Ground floor, there are Shop and sold the Shop only, and in front side of the Shop whatever open spaces are there such space are used for only common usage, and in such spaces Shop holder has not made any temporary or fixed construction made or not prepared any shed types obstacle or illegal possession in such open area of the Complex. All the property holder take care of other occupants of the complex and not create mental harassment or nuisance or disturbance to do or permit, if such acts are

committed by any members than the full right to prevent in doing so is and shall be vested with the other members of the Complex.

In the said Scheme **"SHARAN BLISS"**, all the members of the said Complex shall have to form an Association / Society for the management and maintenance and safeguard of the said Complex and its common facilities, maintenance, cleaning and all occupants shall have to compulsorily become the members of such Association / Society and shall observe the rules and regulations of the Association / Society. So, all occupants reside with the co-operative manners and avail rights of all common facilities of the Complex and give their proportionate share to maintain such common facilities and amenities of the Complex. In the said Complex, in common passage and in lift area no one shall put their belongings or materials which obstruct other occupants of the Complex, and all members reside with co-operative manner with each other and with such clear understanding we have executed this deed.

For the said property which is described in the schedule hereunder mentioned, for all the members of the said Complex there are overhead and underground water tanks, and all occupants get water through these tanks and for such facilities there is motor to lift the water and for such motor whatever light bill, fire system, STP whatever fix and for maintain such whatever repairing charges, light bill and common usage, and new parts replacement, all such expenses borne by each and every member as per proportionate or as per instruction given by the Association.

In the said scheme **"SHARAN BLISS"**, outside of the complex, balcony area, grill, color or elevation no one shall make any addition or alteration. In the structure of the complex like beams, columns no one shall make any alteration or modifications. In the said scheme as per approved plans and drawings by VUDA, no one member of the complex demands open spaces on personal ownership basis, it shall be open on a permanent basis which is jointly held by all the members of the scheme and will be.

THE PROMOTER SHALL NOT HAVE ANY CLAIM OVER F.S.I., ADDITIONAL F.S.I., COMMON AREA AND TERRACE RIGHTS AFTER BUILDING USE PERMISSION HAS BEEN OBTAINED, SUCH RIGHTS IF ANY WILL BE ENCLOSED BY SOCIETY OF BUYERS .

For the said property which is under mentioned, the adjoining walls or upper and lower slabs of the said property belongs to jointly held by adjoining property, and map shall be calculate from the centre of the walls.

And we the Promoters, sell this property by this deed in which terrace rights excluded for ownership right, all the terrace of all towers, ownership belongs to Society or Association only.

In future if the Purchaser sold the said property or transferred or mortgage, at that time Purchaser transferred the rights which they avails for the said property which is mentioned in the deed or amended by time to time the terms and conditions of the said Complex with such clear understanding we have executed this deed.

Procedure for taking Possession: The Promoter upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Purchaser, shall offer and handed over the possession of the said property within 3 months. The Promoter agrees and undertakes to indemnify for fulfillment of provisions, formalities, and documentations on part of the Promoter. The Promoter on its behalf shall offer the possession to the Purchaser within 7 days of receiving the Occupancy Certificate.

The Purchaser shall take possession of the said property within 15 days of the written notice from the Promoter intimating that the said property is ready for use and occupancy.

Failure of Purchaser to take Possession of the Property : Upon receiving a written intimation from the Promoter as per above clause, the Purchaser shall take possession of the said property by executing necessary indemnities, undertakings and such other documentation from the Promoter and the Promoter shall give possession of the said property. In case the Purchaser fails to take possession within the time provided as per above clause, Purchaser shall continue to be liable to pay maintenance charges as applicable.

After handed over the possession of the property to the Purchaser, within a period of 5 years from the date of handing over the possession to the First Party, if the First Party brings to the notice of the Promoter any structural defect in the said property or in the scheme in which property situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defect shall be rectify, in such Purchaser shall entitled to receive compensation from the Promoter as provided under the Act. On the other hand Promoter shall not liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.

The Purchaser shall not use the said property or any part thereof or permit the same to be used for any legal purposes. The Purchaser shall have no claim and except in respect of the said property hereby sold to him and all open spaces, parking, lobbies, staircases, terraces, entertainment places will remain property of the Promoter until the same is transferred as hereinbefore mentioned.

Dispute Resolution: Any disputes shall be settled amicable. In case of failure to settled the dispute amicable, which shall refereed to the Authority as per the provisions of the Real Estate (Regulation and development) Act, 2016 rules and regulations and present to the Authority.

Governing Law: That the rights and obligations of the parties under or arising out of terms and conditions shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts will have the Jurisdiction Vadodara for this deed.

In the said complex, any Shop holder shall not opened any Flour Mill, Fabrication factory, Garage, and no one Shop holder shall transfer or give on leave & License basis for such purposes to any other persons with such clear understanding we have executed this deed.

SCHEDULE
DESCRIPTION OF SOLD PROPERTY

There is Non Agricultural Land bearing **Revenue Survey No. 154, T.P Scheme No. 12, F.P. No. 418, City Survey No. 2322/418 (Sheet No. 31)** of Moje Village **Nizampura**, Tal. & Dist. Vadodara And as per the approval got and as per approved for construction in the name of **"SHANKAR PARK SOCIETY"** has been organized. And out of which the property having mentioned below:

Plot No.	Area of Plot (Sq. Mtr.)	area of Common Road (Sq. Mtr.)	Total area of Plot (Sq. Mtr.)	Built Up Area (Sq. Mts)
7/B-2	162.50	5.50	168.00	89.68
7/A -1	121.37	6.00	127.37	89.68
7/B-1	188.00	5.50	193.50	89.68
7/A-2	170.62	5.50	176.12	89.68
Total	642.49	22.5	664.99	358.74

In the above land as per approved plans and lay-out organized a Scheme known as **"SHARAN BLISS"** for the Residential Flats, in which there are **10 Flats.** and the details are as per below mentioned particulars. .

FLOOR	FLAT NO.	CONSTRUCTION AREA CARPET (SQ.MTR)	BALCONY & WASH AREA (SQ.MTR)	UNDIVIDED LAND AREA (SQ.MTR)

The above said property is bounded as under :

- On the East by :
- On the West by :
- On the North by :
- On the South by :

The said Sale Deed has been executed by us as per our willingness, and with the consent of First Party, after proper read, understanding, thinking, after proper awareness and without any threatening or misleading, which is agreeable and binding to us and our legal heirs all and will be and for surety we delivered our sign below in the presence of witnesses.

SEVERABILITY: If any provision of this Agreement shall be determined to be void or be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the agreement shall be deemed or deleted in so far as reasonable inconsistent with purpose of this agreement and to the extent necessary to confirm to act or the Rules and Regulations made there under 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.

AND WHEREAS by an Agreement for sale dated. _____ registered with the Sub-Registrar of Assurances under Regn. No. _____, the purchaser/s, having satisfied himself/herself/themselves about the title and satisfied about the plans and specifications and the permissions which have been granted as also the rules and regulations of the scheme, have agreed to purchase Unit/Flat No. ____, adm. _____ sq.mtr of carpet-up area in the scheme named as “Sharan Bliss”, upon terms and conditions, contained there to.

Clause on identification of Association of Allottees

- Every Allottees of the apartment, plot or building, as the case may be, shall participate towards the formation of an association or society or co-operative society of all Allottees, or a federation of the same.
- Clause on administration of undivided proportionate share in common areas convey or transfer of title to Service Society.
- The Promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the Allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment or building, as the case may be, to the Allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per the sanctioned plans as provided under the local laws.

EXECUTORS / LAND OWNER / SECOND PARTY:
JAMS ASSOCIATES PRIVATE LIMITED
through its authorized Signatory

Witness :

.....
GADA JATIN NEMCHAND

Witness:

.....

.....

PROPERTY PHOTO

.....

.....

According to Schedule Under Registration Act, 1908

Section 32 (A)

PURCHASER

Signature :-

Photo

Left

Hand Thumb

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SELLER

Signature :-

Photo

Left

Hand

Thumb

JAMS ASSOCIATES PRIVATE LIMITED
through its authorized Signatory

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GADA JATIN NEMCHAND