

-: Saled deed :-

This Saled deed is executed on day of by and between :

THIS SALEDEED IS EXECUTED IN FAVOUR OF THE PURCHASER : THE FIRST PART :

[1] **NAME,**
Aged about : years, Occupation : ,
Residing at:

[2] **NAME,**
Aged about : years, Occupation : ,
Residing at:

.....Party of the First Part

And

THIS SALEDEED IS EXECUTED BY SELLER THE SECOND PART :

"S2N INFRA", A Partnership firm, , Having PAN:ACUFS7268J.

Address at: 1201, Lake Castle, Adajan, Surat through its authorized & managing partner

NILESH GORDHANBHAI JASHOLIYA,

Aged about: 29 years, Occupation : Business,

Residing at: A-303, Meet Darshan, Honey Park Road, Adajan, Surat.

.....Party of the Second Part

(In meaning thereof, both the parties themselves and their legal heirs, guardians, successors, executors, assignees, administrators, successors etc. all are included).

AND WHEREAS the Seller is in possession of the project land.

AND WHEREAS the Sellers are entitled and enjoined upon to construct buildings on the project land;

AND WHEREAS the Seller has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Seller on the project land and to enter into Agreement/s with the Buyer(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS the Seller has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at ____no____; authenticated copy is attached in Annexure 'B';

AND WHEREAS the Buyer has inspected all the documents of title relating to the project land and the plans, designs and specifications prepared by the Seller's Architects Messrs. 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 and the Buyer is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Seller, authenticated copies of Property card or extract of Village Forms VI and VII and X11 or any other relevant revenue record showing the nature of the title of the Seller to the project land on which the Apartments are constructed or are to be constructed have also been inspected by the Buyer and is satisfied in respect of the same.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by concerned Local Authority has been inspected by the Buyer.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Buyer has been annexed and marked as Annexure A

AND WHEREAS the Seller shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

Whereas the first part is allotted an apartment as per agreement to sale dated All that right, title and interest of Property bearing **FLAT/SHOP NO.** on **Floor** admeasuring **BUILT UP AREA sq.ft. i.e. sq.mtr.** and **CARPET AREA sq.ft. i.e. sq.mtr.** in **BUILDING NO.** out of buildings situated in campus known as "**ORCHID BLOSSOM**" constructed by "S2N INFRA", a partnership firm non-agriculture land for residence+commercial purpose bearing **FLAT NO. 102** on **First floor** admeasuring **BUILT UP AREA 628 sq.ft. i.e. 58.36 sq.mtr.** in **Building No. A** in the campus known as "**ORCHID BLOSSOM**" constructed on land of Sub-Plot No. B admeasuring 3881 sq.mtr. non-agricultural land of Western Side for residence cum commercial purpose forming part of total 9703 sq.mtr. land of **FINAL PLOT NO. 62** under **T.P. SCHEME NO.9 (PALANPOR-BHESAN)** allotted to the land of R.S. No.105/1, 105/2, **BLOCK NO. 152** having area of 13861 sq.mtr. as per 7/12 of **VILLAGE-PALANPOR**, Sub District-Surat City, District-Surat alongwith an undivided proportionate share in the

underneath land of the building. is under the absolute ownership, possession, administration and management of the second part.

AND WHEREAS, under section 13 of the said Act the Seller is required to execute a written Agreement for sale of said Apartment with the Buyer, being in fact these presents and also to register said Agreement under the Registration Act. 1908.

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- (1) The first part has agreed to purchase from the second part below mentioned schedule property after seen and verifying for a total sale consideration amount of **Rs. _____/- Rupees _____ only**, which is decided by both the parties mutually, hence no one party can raise any dispute in future and if done so, then it be treated as null and void by this deed.
- (2) The first part has paid consideration as token amount of **Rs. _____/- Rupees _____only** to the second part towards total sale vide details as under.

sr.n o.	Name of Bank	Cheque no.	Date	Amount Rs.
1				
2				
3				
Total Rs.				

The second part hereby acknowledges receipt of the same.

I(g) The Seller has confirm the final carpet area that has been allotted to the Buyer after the construction of the Building is complete and the occupancy certificate is granted by the competent authority. The buyer has confirmed that there is no variation in actual construction carpet area.

- (5) The Seller assures and confirms that there is no other agreement or any document executed for Sale / lease / or mortgage of the said property to any other person or body corporate on the present day, which is valid and subsisting. And if any disputes will rise in future regarding title of the said property, it will be get cleared by the seller with their own cost and consequences. The seller do hereby covenant with the purchaser that the said property agreed to be hereby sold is free from encumbrances and defects in title of any nature whatsoever and that the seller has full and absolute power to transfer and deliver possession of the said property to the purchaser.

- (8) That resolution has been passed between the partners of **S2N INFRA**, a partnership firm on 20/01/2017 and accordingly one of the partner **NILESH GORDHANBHAI JASHOLIYA** has been appointed as managing partner / authorized partner.
- (9) The Seller assures and confirms that there is no other agreement or any document executed for Sale / lease / or mortgage of the said property to any other person or body corporate on the present day, which is valid and subsisting. And if any disputes will rise in future regarding title of the said property, it will be get cleared by the seller with their own cost and consequences. The seller do hereby covenant with the purchaser that the said property agreed to be hereby sold is free from encumbrances and defects in title of any nature whatsoever and that the seller has full and absolute power to transfer and deliver possession of the said property to the purchaser.
- (10) The Seller hereby declares that any Floor Space Index which may be available in future on modification to Development Control Regulations, which are applicable to the said Project shall belong to Seller only the seller can utilize it at his own discretion.
- (11) The buyer will not made any alteration in any internal walls, structure except written concent by the seller. In the event of any changes or alteration of wall without prior concent, infrastructure, facility, mishandling of utility LIKE PUMPS, Lifts, electrical & piping item by any unit holder of this project or by contractor or his person ,than whatever damage or repairing cost or any other liability which may be arise shall not be born by seller. It will be sole responsibility of unit holders.
- (12) All titles of property located in the said building are clear and marketable and the first part has decided to purchase the said property after verifying and seen it. Therefore, the first part will not entertain any dispute with the second part regarding title of the said property later on and if done so, then it will be treated as null and void by this deed.
- (13) The developers shall form separate Co-Operative Housing Society of the purchases for each of the buildings if feasible and get the same registered under the provisions of Maharashtra Co-operative

Societies Act, 1960 after the sale of premises and completion of the development of the said property.

- (14) The developers shall form and get the co-operative housing society registered under MCS Act 1960 and Rules made there under only after the flats are sold by the developers and the development of the said property is completed in all respects. It is further agreed that if the developers form the society before the sale of all the flats then the developers shall have absolute rights to sell the unsold flats to the prospective purchases and the society so formed shall admit such prospective purchases only on payment of share money and membership fees.
- (15) Not to store in the flat any goods which are hazardous, combustible, or dangerous in nature or are so heavy as to damage the construction of structure of the building in which the flat/shop/office is situated or storing of such goods which is objected to by the concerned local authority or any other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structures of the building in which the flat is situated, including entrance of the building in which the flat is situated, including entrance of the building in which the flat is and in case , any damage is caused to the building in which the flat is situated or flat on account of negligence or default of the purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.
- (16) Not to do any activity in the premises which may tender void or voidable as per Insurance Act, or whereby any increase premium become payable to insurance company.
- (17) All revenue taxes, special cess, maintenance charges etc. of government, semi government departments, Surat Municipal Corporation in respect of said property till execution of sale deed shall be paid by the second part and after execution of sale deed, all such taxes, charges, maintenance etc. shall be borne by the first part.

SCHEDULE

DESCRIPTION OF THE PROPERTY DECIDED TO SELL

All that right, title and interest of Property bearing **FLAT/SHOP NO.** on **Floor** admeasuring **BUILT UP AREA** **Sq.ft.** **i.e.** **sq.mtr.** and **CARPET AREA** **sq.ft.** **i.e.** **sq.mtr.** in **BUILDING NO.** out of buildings situated in campus

known as **"ORCHID BLOSSOM"** constructed by "S2N INFRA", a partnership firm non-agriculture land for residence+commercial purpose bearing **FLAT NO. 102** on **First floor** admeasuring **BUILT UP AREA 628 sq.ft. i.e. 58.36 sq.mtr.** in **Building No. A** in the campus known as **"ORCHID BLOSSOM"** constructed on land of Sub-Plot No. B admeasuring 3881 sq.mtr. non-agricultural land of Western Side for residence cum commercial purpose forming part of total 9703 sq.mtr. land of **FINAL PLOT NO. 62** under **T.P. SCHEME NO.9 (PALANPOR-BHESAN)** allotted to the land of R.S. No.105/1, 105/2, **BLOCK NO. 152** having area of 13861 sq.mtr. as per 7/12 of **VILLAGE-PALANPOR**, Sub District-Surat City, District-Surat alongwith an undivided proportionate share in the underneath land of the building.

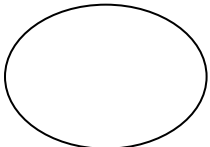
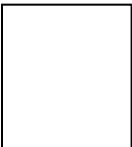
IN WITNESS WHEREOF the parties hereto have set their respective hands and seals hereunto on the day, month and year first hereinabove written.

Signed and delivered by within
Named SELLER
S2N INFRA, A Partnership firm
through its authorized & managing partners....

(NILESH GORDHANBHAI JASHOLIYA)

WITNESS :

Signed and delivered by within
Named SELLER
S2N INFRA, A Partnership firm
through its authorized & managing partners....



(NILESH GORDHANBHAI JASHOLIYA)

((7))

Signed and delivered by within
Named PURCHASER

