

**SALE DEED OF FLAT NO. \_\_\_\_\_ SITUATED ON \_\_\_\_\_ FLOOR  
OF DIVINE HERITAGE SCHEME, MOUJE VILLAGE VADODARA  
KASBA, VADODARA FOR SALE CONSIDERATION OF RS.  
\_\_\_\_\_ ONLY.**

This Sale Deed is executed today on dated \_\_\_\_\_ at Vadodara

**In favour of Party of First Part/Purchaser:**

**1] Mr. \_\_\_\_\_** AGED ADULT,  
PAN NO. \_\_\_\_\_ AADHAAR NO. \_\_\_\_\_

**2] Mr. \_\_\_\_\_** AGED ADULT,  
PAN NO. \_\_\_\_\_ AADHAAR NO. \_\_\_\_\_

Both Residing at: \_\_\_\_\_

(Who hereinafter in this Sale Deed shall be referred to as “the Party of First Part or Purchaser”, which meaning of words would mean and include the said Party of First Part or Purchaser themselves, their heirs, successors, assignees, executors, etc. all.)

**By the Writer- Vendor - Party of the Second Part/Land owner (Promoter):**

**1] Jethanand Kevalram Daswani,** Aged adult,  
PAN NO. ACSPD 5959 P AADHAAR NO. 8667 6706 8587

**2] Pramod Jethanand Daswani,** Aged adult,  
PAN NO. ABWPD 8222 G AADHAAR NO. 9056 0996 5384

**3] Kapil Jethanand Daswani,** Aged adult,  
PAN NO. AFCPD 0038 G AADHAAR NO. 9213 5028 7029

All are residing at: 5, Shree Ram Nagar Society, Warasiya Colony, Warasiya, Vadodara.

(Who hereinafter in this Sale Deed shall be referred to as “Writer-Vendor the Party of the Second Part – landowner/Promoter” which meaning of words would mean and include the said Party of Second Part and its present and future partners from time to time and their and heirs, successors, etc. all)

That the Writer/Vendor/Landowner/Party of the Second Part herein executes Sale Deed upon their willingness in favour of you the Party of the First Part-Purchaser herein that:

WHEREAS, in the Reg. Dist. Vadodara, Sub Dist. Vadodara, land being R S No. 368/1, Adm. 6880 Sq. meter included in T P Scheme No. 18, Final Plot No. 328/P, Total Adm. 2799.35 Sq. meter non agricultural land being City Survey No. 2610 paiki southern side land Adm. 1805 Sq. meter of Village Vadodara Kasba, Vadodara was acquired the said landowners by virtue of partition deed dated 07.10.2020 registered before SRO, Vadodara vide Reg. No. 5563, land being R S No. 368/1, Adm. 6880 Sq. meter included in T P Scheme No. 18, Final Plot No. 328/P, Total Adm. 2799.35 Sq. meter non agricultural land being City Survey No. 2674 paiki land Adm. 159.66 Sq. meter of Village

Vadodara Kasba, Vadodara was acquired the said landowners by virtue of sale deed dated 17.05.2011 registered before SRO, Vadodara vide Reg. No. 3305 and land being R S No. 373/P, included in T P Scheme No. 18, Final Plot No. 323/P, non agricultural land being City Survey No. 2676 paiki land Adm. 84.69 Sq. meter of Village Vadodara Kasba, Vadodara was acquired the said landowners by virtue of sale deed dated 10.02.2011 registered before SRO, Vadodara vide Reg. No. 1146. Since then the Writer/Vendor's have become joint owners, attorney and possession holder of the said land total adm. 2049.35 Sq. Mtrs.

AND WHEREAS the permission for making non-agricultural use of the said land has been granted by the Collector, Vadodara vide his order No. B.5/NA/SR/15/2009-2010, No. Binkheti/Sec.66/Vashi/568/2009 dated 26.10.2009.

AND WHEREAS, upon obtaining necessary permission for making development over the project land and construction of residential flats & commercial space as per residential cum commercial style from Vadodara Mahanagarpalica vide Development Permission No. Ward-4/HB-7/2018-2019, dated 14.05.2018, residential scheme of apartment/building named as “**DIVINE HERITAGE**” has been organized as per plans/maps approved by VUDA.

That out of the aforesaid constructed scheme titled as “**DIVINE HERITAGE**”, the Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor, is having carpet area of \_\_\_\_\_ Sq. Mts. and balcony/wash area of \_\_\_\_\_ Sq. Mts. which is \_\_\_\_\_ Sq. Mts. built up area as per approved map as per present site condition including undivided/proportionate land of \_\_\_\_\_ Sq. Mts.. The details of the said property and its boundaries are given in the Schedule-2 hereunder. As per terms agreed with the Purchasers, we have sold said property in favour of the Purchasers herein for **Rs.**\_\_\_\_\_ **Only** vide present Sale Deed. The full sale consideration amount has been received by the Vendor herein from the Purchasers as per following details. Upon giving guarantee and assurance to the Writer herein by the Purchasers herein that the said cheques will be cleared in the bank on its presentation and as per said condition, the said cheques have been accepted by the Writer herein.

Details of Sale Consideration received:

| Date | Cheque No. | Bank | Amount (Rs.) |
|------|------------|------|--------------|
|      |            |      |              |
|      |            |      |              |
|      |            |      |              |
|      |            |      |              |

Subject to realisation of the aforesaid cheque THE PURCHASER has purchased and Seller have sold the said property more particularly described in Schedule-B hereunder written and the purchaser has been given possession of the said property conveyed hereunder as absolute owner and the purchaser acknowledges having received peaceful vacant possession of the property conveyed hereunder on the aforesaid date and the purchaser shall hold, possess, occupy and enjoy the said property and receive the issues and profits thereof and for its own use and benefit without any suit eviction, interruption, hindrance, denial, claim or demand whatsoever by or from the Seller or any other person.

**AND THIS DEED FURTHER WITNESS AS FOLLOWS:**

The Seller hereby declare and undertake to the Purchaser as under, namely

1. The Seller are the full and absolute owner of the said property having acquired the same and no other person have right, whatsoever for this property. This have been understood explicitly by Seller and hereby gives their consent without any reservation for this sales transaction as per the terms and conditions given in this sale deed.

2. That the title of the Seller to the property is clear and marketable and free from all reasonable doubts and the Seller have not created any third party interest therein, whether by way of charge, lien, right of maintenance, occupancy or any other form of interest or any other encumbrance thereon, in favour of any other person or persons or any institute and the Seller alone are fully entitled to occupy, possess, transfer by way of sale or otherwise alienate the said property without any obstruction, impediment, restriction or otherwise from any third party.

3. That the Seller has not obtained any loan/financial assistance/facilities/subsidy against the said property from any bank (nationalized or otherwise and scheduled, non-scheduled or private) or any other financial institutions. The Seller further declare that the said property is free from all encumbrances, claims, litigation/s or demands of any kind or nature whatsoever. It is hereby declared that no adverse doing of any kind exists against the said property. The Seller hereby declare that the title deeds, documents, writings in respect of the said property is not deposited, mortgaged or surrendered with any bank or financial institutions for equitable mortgage or for any other purpose whatsoever.

4. That the Seller have not received any notice for acquisition or acquiring the said property or any part or portion thereof.

5. That the Seller have made full and true disclosure of the nature of their rights to the said property and declared that the said property is free from all encumbrances, claims, litigation/s demands etc. and if someone claims and right, lien or claims and demand in any form, the Seller will settle it at their expenses and if they fail to settle, the Purchaser will settle it through the court of law and all the cost for the same will be borne by the Seller.

6. That the Seller have not entered into any agreement with anyone & they have not given power of attorney to any one with regard to the said property. The Seller have handed over to the Purchaser all the documents of title to the said property in its possession.

**THE SELLER HEREBY FURTHER DECLARE TO, AND COVENANT WITH, THE PURCHASER AS FOLLOWS, namely:**

1. That the Seller have delivered to the Purchaser, peaceful and vacant possession shall at all-time hereafter peacefully and quietly enter upon, occupy, possess and enjoy the said property and benefits thereof to and for its own use and benefit without any interruption, claim or demand whatsoever from or by the Seller or any one or more of them or any person or persons lawfully or equitably claiming or to claim by from, under through or in trust for them.

2. The Seller by executing this sale deed have given consent to transfer the water connection, light (Electricity/Power) connection etc. in the name of the Purchaser

and if required, shall execute the necessary documents in this behalf without any extra cost. Also now on the basis of this present deed, the Purchaser has become the owner of the said property and the Seller hereby undertake to execute the necessary documents for effectually transferring the said property in the name of Purchaser at all places including records of Corporation, City Survey Office and other local Govt. and revenue officers etc.

3. The Seller doth hereby declare, confirm and state that all taxes, cess and fees in respect of the said property, have been duly paid by them and that if any liability subsequently arises in respect of any past dues, till the date of execution of this Deed, the same shall be solely and absolutely borne and paid by the Seller and they shall indemnify the Purchaser of any such payment or liabilities that may arise after execution of this Deed.

4. That the Seller shall indemnify and keep indemnified the Purchaser against all adverse claims in respect of the said property, which may be made by reason of any defect in the title of the Seller of the said property.

5. Save and except in respect of the undivided proportionate share or interest in the land applicable to the property sold by the Seller and save and except the rights in the said Unit together with the rights and benefits of the common parts the common easements, quasi-easements, benefits privileges and advantages appertaining thereto be conveyed or granted.

**"The promoter shall not have any claim on F.S.I , additional F.S.I and terrace rights and common area after Building Use Permission has been obtained, such rights if any will be owned by the Association Of Allottee".**

6. If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Seller any structural defect in said unit or the building in which the said unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter 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 Seller, compensation for such defect in the manner as provided under the Act. Provided that the Seller 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 Seller or beyond the control of the Seller.

7. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said unit and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the said unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Seller until the same is transferred as hereinbefore mentioned.

4

#### THE PURCHASER HEREBY COVENANTS WITH THE OWNERS...

1. That the purchaser has paid entire consideration amount as mentioned above to the Seller, but in any case if any cheque dishonored by whatsoever reason by the bank then the sale deed shall be forfeited and the purchaser bound to pay expenses incurred by the Seller.

That the purchaser shall have to get complete the incomplete construction on the sold plot area as per specification given by the Seller at their own cost with Jethanand Kevalram Daswani and others only.

The purchaser shall not use the said premises or any portion thereof in such manner which may be or is likely to cause nuisance or annoyance to the occupiers of the other Units in the said land or to the owner or occupiers of adjoining or neighbouring properties nor shall use the same for any illegal or immoral purposes.

The purchaser shall not decorate the exterior of the said premises acquired by the purchaser otherwise than in manner as near as may be in which the same was previously decorated.

The Purchaser of a Unit has given the right of the passage is only to use and they are restricted to put any object in front of the passage which is Inconvenient to anybody and he is also restricted to put any projection in front of his Unit.

For the purpose of the maintenance purchaser has to pay Rs. ....../- for the lifetime maintenance charges in the name of maintenance association or society decided by the Seller. And any further maintenance charges is needed by the society then the all co-purchasers of the different Unit owners have to bear such maintenance charge in the Proportionate amount as decided by the maintenance society or the association. Also, Purchaser has to pay Rs. ....../- Development Charge to the Seller.

The Purchaser shall not know or accumulate any dirt rubbish garbage or refuse or permit the same to be thrown or allow the same to be accumulated in the purchaser's premises or in the compound or any portion of the **"DIVINE HERITAGE"** and shall not light or burn coal, coke or charcoal in the common areas in the said premises.

In the event of society or an Association being formed and registered by the purchasers of all the Unit in the said property the powers and authorities of the society or Association so formed of the purchaser and other purchasers of the said Unit/Flat shall be subject to the overall authorities and control of the Seller till construction of the said Unit is completed.

THAT the Purchaser shall undertake the construction on the said property as per the rules and regulations of the local body regulating the rules for the same.

That all the expenses for this Sale Deed, including stamp and registration charges, etc., shall be borne by the Purchaser.

The purchaser and all the other unit holders of scheme namely **DIVINE HERITAGE**, have to form an association of unit owners and it has to be registered under Gujarat Co. Op. Housing Service Society Act. And every unit owners has to be the member of it. All the unit owners will have to bare all the expenses incurred for registration of society association. The members of the association shall be responsible for safety, security, maintenance of common facilities and management of the building and association. Association members shall appoint cleaners to maintain cleanliness of the premises and common areas and appoint security guard (Watchman) for security purpose. Association shall bear all the expenses such as taxes, salaries of appointed watchman and cleaners, electric charges (Bills) for common use etc. from the interest of the life time maintenance

fund. If all the expenses get more than interest income then every member will have to pay monthly or annually maintenance to association. Unsold properties (Owned by promote) will not be liable to pay maintenance charges.

One person will act as Manager/Secretary in Association. All the members shall comply with his instructions as may given to an individual or a group of persons from time to time by the Manager/Secretary in relation any matter relating to the building or any other inconvenience caused to any other person in relation to the common facilities or common areas.

After execution of sale deed, the promoter will not have any right or liability of any kind over anything in the building. Further stating that, any common facilities like staircase, passage, terrace, lift, parking etc. shall be used jointly by the unit holders. On the completion of the construction of all the units of the entire building, Promoter will hand over the responsibility to the association and henceforth all the responsibilities of all taxes, land revenue, maintenance, lift licence renewal charges, salaries of appointed watchman and cleaners, common usage electric charges, water and water equipments etc. will be of association.

You have to put your own sign board of prescribed size and in prescribed space. Regularity of sign board placement is essential to maintain building elevation. So there will be no change in colouring of building, nor there ever change in the design of main door. Apart from this, no text, boards, or pictures can be kept anywhere else in the building. You can put up the sign board in the size and place decided by the association and all the unit holders have to follow any rule made by association in this regard.

**Dispute Resolution:** 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 (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**Governing Law:** That the rights and obligations of the parties under or arising out of this Agreement 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 for this Agreement.

**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 reasonably inconsistent with purpose of this Agreement and to the extent necessary to conform 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.”

**Schedule-1**  
**Description of land under the scheme.**

6

in the Reg. Dist. Vadodara, Sub Dist. Vadodara, land being R S No. 368/1, Adm. 6880 Sq. meter included in T P Scheme No. 18, Final Plot No. 323/P, 328/P, Total Adm. 2799.35 Sq. meter non agricultural land being City Survey No. 2610, 2676 and 2674 paiki total land Adm. 2049.35 Sq. meter of Village Vadodara Kasba, Vadodara, such non-agricultural land is belonging to joint ownership, enjoyment and possession of the Writer's. It is bounded as under:

On East : 7.5 Meter Road after F P No. 328/paiki  
On West : 6 Meter Marginal Space after Shivdas Nagar  
On North : F P No. 328 paiki plot Adm. 750 Sq. meter  
On South : 36 Meter Main Road

Schedule-2  
Description of property Sold herein

In the above described land, the scheme named as “**DIVINE HERITAGE**” has been organized as per approved plans out of the same, the property/unit of **Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor**, admeasuring \_\_\_\_\_ **Sq. Mts.** carpet area, \_\_\_\_\_ **Sq. Mts.** balcony/wash area, which is having \_\_\_\_\_ **Sq. Mts.** built up area as per approved maps, such land/property having construction as per site condition, along with undivided proportionate land Adm. \_\_\_\_\_ **Sq. Mts.** has been sold vide sale deed in favour of Purchaser herein. Its boundaries are as under:

On East :  
On West :  
On North :  
On South :

This Sale Deed has been executed by the Writer herein upon willingness, after reading, understanding, thinking, became aware of the facts, in clear mind, I which is and shall be acceptable, binding and agreeable to all of us, our heirs, successors, etc. and in proof of the same it is signed in presence of the witnesses.

Signature of the Writer-  
The Party of First Part:

=====

**1] Jethanand Kevalram Daswani**

=====

**2] Pramod Jethanand Daswani**

=====

**3] Kapil Jethanand Daswani**

In witness.

1.

2.

# THE REGISTRATION ACT, 1908.

|                                 |            |                     |
|---------------------------------|------------|---------------------|
| <u>Name-Signature</u>           | Photograph | Thumb<br>Impression |
| <u>Signature of Purchasers:</u> | Photograph | Thumb<br>Impression |

| PROPERTY IDENTIFICATIOIN |       |          |
|--------------------------|-------|----------|
| Scheme name              | Floor | Unit No. |
|                          |       | 30       |

|                     |            |
|---------------------|------------|
|                     |            |
| Seller (Land owner) | Purchasers |