

SALE DEED

Sale Deed of Immovable property being Shyama Icon, Tower , Floor,

Flat No: _____ **for Rs.** _____ **/- Only.**

RERA No:

THIS INDENTURE made at Vadodara on **2023** BETWEEN

EXECUTEE/THE PARTY OF THE FIRST PART/
PURCHASER/ALLOTEE:

1. , Aged: adult, Occupation: Service

PAN:

AADHAAR:

2. , Aged: adult, Occupation: Service

PAN:

AADHAAR:

Residing at:

(Hereinafter referred to as THE PARTY OF THE FIRST PART

“PURCHASER”, which expression includes the execute to the sale deed, the party of the First Part and his/her/their legal heirs, administrators, executors, and assigns, etc.)

EXECUTANT/THE PARTY OF THE SECOND
PART/SELLER/PROMOTER:

Shree Giriraj Developers a partnership firm through it's Administrative Partner **Priyank Madhukar Sheth**, Aged: adult, Occupation: Business, Residing at: 101, Shree Radhe Residency, 3, Prakash Colony, Jetalpur Road, Vadodara -390007

PAN No: ADIFS7795M

(Hereinafter referred to as THE PARTY OF THE SECOND PART "SELLER", which expression shall unless it is repugnant to the context or meaning thereof, deemed to include the executant to the sale deed, the party of the Second Part and it's present & future partners and their legal heirs, administrators, successors, executors, assigns etc.)

This Deed of Sale is executed based on registered Agreement for Sale between Allotee/Purchaser/Party of the First Part and Promoter/Seller/Party of the Second Part vide Reg. No. _____ on _____ Day of _____ 2023 with same terms and conditions of the agreement.

Do hereby execute this deed of sale that...

We the party of the Second Part (SELLER) is owner of the property which is specifically described in **Scheduled -B**. And we have decided to sell the said property to the Party of the FIRST PART (PURCHASER) by taking consideration from the PURCHASER.

1. WHEREAS THE OWNER is absolutely seized and possessed of and otherwise well and sufficiently entitled to Piece or Parcel of Immovable Property bearing R. S. / Block No. 167, Final Plot No: 3, T.P. Scheme No: 2, admeasuring 3966 sq.mtr. land of Mouje: Sevasi, Taluka & District Vadodara more particularly described in the **Schedule – A** hereinafter written and herein under referred to as said property.
2. Old Tenure agricultural land being Old Revenue Survey No. 176/1 of Village Sevasi, Vadodara was the ownership of Sadhu Govindram Vrundavan and upon his death on 03.06.1962, said land mutated and transferred in the name of Sadhu Sitaram Vrundavan and it is mutated with revenue record on 07.02.1962 vide entry no. 1035.

After that said Sitaram Vrundavan Sadhu expired on 02.06.1972, thus by succession right said land mutated and transferred in the name of his heirs Sadhu Baldev Prasad Sitaram and it is mutated with revenue record on 20.08.1972 vide entry no. 1482.

After that said landowner Baldev Prasad Sitaram Vundavandas and his family members have made partition of various lands held by them on 07.05.173 and by virtue of that said captioned land being Old Survey No. 176/1 came to share and

mutated in the sole name of Baldevprasad Sitaram Vrundavandas and it is mutated with revenue record on 10.01.1977 vide entry no. 1660..

Original owner Sitaram Vrundavandas Sadhu expired on 02.06.1972 and during his life time he had executed a WILL on 01.05.1972 and by virtue of said WILL, said captioned land being Survey No. 167/1, Block No. 167 of Village Sevasi, Vadodara was mutated in the joint names of 1. Shantaben Babubhai Solanki 2. Nagjibhai Babubhai Solanki 3. Shanabhai Babubhai Solanki and 4. Rameshbhai Babubhai Solanki and entry of said WILL mutated with revenue record on 15.01.1994 vide entry no. 2972, certified by the competent authority on 14.03.1994

After that above referred landowners 1. Shantaben Babubhai Solanki 2. Nagjibhai Babubhai Solanki 3. Shanabhai Babubhai Solanki and 4. Rameshbhai Babubhai Solanki have sold and conveyed said land being R S No. 176/1, Block No.167, Adm. 5666 sq. Meter, T P-2 F P No. 4, Adm. 3966 Sq. Meter of Village Sevasi, Vadodara by executing Sale Deed dated 06.09.1999 to and in favour of 1. Jashbhai Bakorbhai Patel 2. Subhashbhai Jashbhai Patel 3. Mrs. Vimlaben Jashbhai Patel and it is mutated with revenue record on 27.03.2001 vide entry no. 3643, but the said entry was uncertified by the competent authority on 31.07.2001, but after that as per the evidence of copy of sale deed / index-II etc. said entry was certified by the competent authority on 27.01.2005 vide entry no. 4030

After that above referred landowners 1. Jashbhai Bakorbhai Patel 2. Subhashbhai Jashbhai Patel 3. Mrs. Vimlaben Jashbhai Patel have sold and conveyed captioned land being Block No. 167 by executing Sale deed in favour of Anilbhai Dinubhai Patel and by virtue of that name of purchaser mutated with revenue record on 04.01.2005 vide entry no. 4042 and the same is certified by the competent authority.

After that said owner Anilbhai Dinubhai Patel has sold and convey captioned land being R S No. 176/1, Block No. 167, T P No.2 (Sevasi Vuda), F P No. 4, Adm. 3966 Sq. Meter of Village Sevasi, Vadodara by executing Sale Deed dated 09.12.2015 before SRO, Vadodara vide Reg. No. 1935 to and in favour of Manojbhai Bhailalbai Patel and Mahendrabhai Bhailalbai Patel and it is mutated with revenue record vide entry no.6315 and after that with the consent of Manojbhai Bhailalbai Patel, names of his legal heirs 1. Sonalben Manojbhai Patel 2. Apexaben Manojbhai Patel and 3. Aditya Manojbhai Patel were mutated with revenue record on 10.06.2016 vide entry no. 6444.

The "Said Land" purchased by promoter/Land owner Shree Giriraj Developers, from (1) Manojbhai Bhailalbai Patel (2) Mahendrabhai Bhailalbai Patel (3) Sonalben Manojbhai Patel (4) Apexaben Manojbhai Patel (5) Aditya Manojbhai Patel, vide sale deed dated 21-08-2023 registered as document No. 11696 at the office of the Sub Registrar Vadodara. By this way promoter/Landowner Shree Giriraj Developers has become owner and occupiers of said land.

AND WHEREAS THE OWNER/DEVELOPER has prepared plans for construction of building on the said land which is more particularly described in the **Schedule-B** hereinunder written and herein under referred to as **said premises**.

That the Collector of Vadodara had issue N.A. order for multi purpose vide no. 1591/19/02/032/2019 dated 03/12/2019 for Survey / Block No. 167 T.P. Scheme No. 2, Final Plot No. 3 admeasuring 3966 Sq.Mtr of mouje: Sevasi

That Vadodara Mahanagar Sevasadan had issue Development permission/Rajachhiti vide H.B.-45/23-24 dated 05/07/2023 for N.A. land admeasuring about 3966 sq. Mtrs, bearing Final No. 3, T.P. Scheme No. 2 of Moje: Sevasi of Block /Survey No. 167 , Taluka & District Vadodara.

3. According to the said N. A. Order, Development Permission and by virute of Reg. Deed of Conveyance, the party of the Second part have organised a Residential Scheme named "**Shyama Icon**" & constructed residential Flats Commercial shops in the **Schedule-A** land.

4. AND THE PARTY OF THE SECOND PART have agreed to sell the **Flat No. _____** situated on the **_____ Floor** admeasuring **_____ sq. mtr. Carpet Area** and **_____ sq.mtr. balcony area & _____ sq.mtr. wash area** , which is specifically described in **Schedule - B** to the Purchaser i.e. THE PARTY OF THE FIRST PART by this Sale Deed.

NOW BY THIS INDETURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In consideration of the total sum of **Rs _____** /- (**Rupees _____ Only**) as detailed below, being the total sale consideration **Rs. _____/- (Rupees _____ Only)** is to be paid by the purchaser to the seller.

2. The Seller do hereby acknowledges and to from the said property and every part thereof doth for ever, acquit, release and discharge to The Purchaser the said property, which is specifically described in the **Schedule-B** hereunder written together with the ussuages, appurtenances, easements, advantages, rights etc. whatsoever to the said property or any part thereof belonging or in any manner appertaining to or with the same any part thereof now or at any time hereto for usually held, used, occupied or enjoyed therewith landings, drive-ways in to and out of the parking space and water supply and whatsoever at law and in the equity of The Seller, in to out of or upon the said property is hereby granted, released, conveyed and assured and intended or expressed to be with all the rights and appurtenances unto and to the use and benefit of The Purchaser for ever.

3. The Seller DO HEREBY COVENANT with the Purchaser that notwithstanding any acts, deeds, matters or things by the Seller done, executed, omitted or knowingly suffered to the contrary, the Seller now have good right, full power and absolute authority to sell, transfer, convey and absolutely assign the said property unto and to the use of the Purchaser in the manner aforesaid AND THAT the said property and every part thereof shall remain and be quietly entered into upon held and enjoyed and profits received thereon by the Purchaser without any interruption or disturbance by the Seller or any other person or persons claiming through or under it and without any lawful disturbance or interruption by any other person whatsoever.

Details of payment of consideration made by the purchaser to the

Party of the SECOND PART (Seller)

DATE	BANK	CHEQUE NO.	AMOUNT

Total: _____ /-

4. 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 have 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 Panchayat, 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/Flat 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.
6. We the executor/ Promoter/ Developer has cleared that, the said Sale Deed for SCHEDULE property have been executed without ownership right of terrace of apartment and the FIRST PARTY(ALLOTEE) 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 as per it and sell the said construction and the executor and developer will have permanent right to join line in drainage, overhead and underground water tanks and light and gas connection line and in lift situated in the said apartment and the executors will be independent owner of terrace of the said apartment and with such clear understanding we have executed this Sale Deed.

"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

7. 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 the Apartment or the building in which the Apartment are 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.
8. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment 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.

THE PURCHASER HEREBY COVENANTS WITH THE OWNERS...

1. That the purchaser has paid entire consideration amount as mentioned in para - 3 on page no. 5 to the Seller, but in any case if any cheque dishonoured by whatsoever reason by the bank then the sale deed shall be forfeited and the purchaser bound to pay expenses incurred by the Seller.
2. 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 Shree Giriraj Developers a partnership firm only.
3. 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 Unit/Flat 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.
4. 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 name of residential complex "**Shyama Icon**".

5. The Purchaser of a Unit/Flat 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/Flat.
6. For the purpose of the maintenance, purchaser has to pay Rs. 1,00,000/- for the lifetime maintenance deposit 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/Flat owners have to bear such maintenance charge in the Proportionate amount as decided by the maintenance society or the association.
7. 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 "Shyama Icon" and shall not light or burn coal, coke or charcoal in the common areas in the said premises.
8. In the event of society or an Association being formed and registered by the purchasers of all the Unit/Flat 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/Flat is completed.
9. 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.
10. That all the expenses for this Sale Deed, including stamp and registration charges, etc., shall be borne by the Purchaser.
11. 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.
12. 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.

13. 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 thereunder 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 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."

SCHEDULE - A

All that piece and parcel of the non-agricultural land bearing Block/Survey No. 167 and old Survey No. 176/1, Khata No. 1005, Admeasuring 5666 sq.mtr. (as per revenue record), T.P. No. 2, Sevasi, F.P. No. 3, admeasuring 3966 sq.mtr. (as per final plot) situated mouje : Sevasi, Ta. Vadodara in the Registration District and Sub District Vadodara Which is collectively bounded as under:

On or towards the East by - Adj Bolck/Survey No176/3 (F.P.No. 1)

On or towards the West by - Adj Bolck/Survey No176/1 (F.P.No. 4)

On or towards the North by - 12 mtr. Wide road

On or towards the South by - Adj Bolck/Survey No177 (F.P.No. 5&2)

SCHEDULE - B

THAT THE PARTY OF THE SECOND PART as a owner/developer of the above said property & the owner/developer have construct Residential & commercial Scheme named "**Shyama Icon**" AND the Seller have sold the **Apartment/Flat No. _____** situated on the **____ Floor of Tower____**, admeasuring about **_____ sq. mtr. Carpet Area** and **_____ sq. mtr.** proportionate land to the Purchaser i.e. THE PARTY OF THE FIRST PART by this Agreement For Sale.

On or towards the East by -

On or towards the West by -

On or towards the North by -

On or towards the South by -

THIS DEED OF SALE is executed by and between the parties at Vadodara
on this ____ day of _____ month **2023** and the same shall be binding to
the parties and their heirs, administrators, executors etc.

Signed, sealed and Delivered by
within named the Vendor and the
Party of Second Part,

Witness :

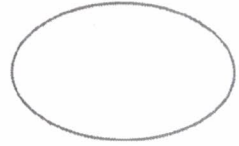
Shree Giriraj Developers
a partnership firm through it's
Administrative Partner
Priyank Madhukar Sheth

SCHEDULE

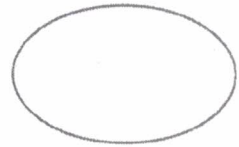
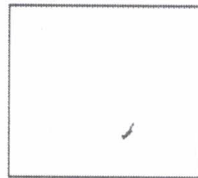
As per the Registration Act 1908 Sec. 32 A

Signature of Party of the Second Part – Seller

**Shree Giriraj Developers through its
Administrative partner
Priyank Madhukar Sheth**



Signature of Party of the First Part – Purchasers



Identification of property Flat No: _____, Floor, Tower-
Shyama Icon Mouje: Sevasi, Vadodara

Seller	Purchasers

Identification of property Flat No: , Floor, Tower-
Shyama Icon Mouje: Sevasi, Vadodara

Seller	Purchasers