

SALE DEED

: For Flat / Shop No....., Floor, Tower-...., "ABHISHEK
ALYSSUM" of Mouje Village Sama in the Registration District Vadodara and
Sub-Registration District Vadodara of Rs...../- Rupees

..... Only :

THIS INDENTURE OF SALE made onday the day of
....., 2018 between :-

The Party of the First Part / Purchasers :

1.; aged about Years,

Occupation :, Residing at

2.; aged about Years,

Occupation : Residing at

(hereinafter called as "The Purchasers" which expression shall be deemed to include their heirs, executors, administrators and assignees unless the expression is repugnant of the context or meaning hereof) of the **FIRST PART**.

The Party of the Second Part / Vendor :

M/s. Maadhav Construction (PAN : ABEFM6634R), a Partnership Firm through its designated partner - Dineshbhai Kanjibhai Prajapati, Aged about 35 Years, Occupation : Business, Residing at 18, Varia Society, New Sama Road, Vadodara, Gujarat.

(hereinafter called as "The Vendor" which expression shall be deemed to include the said partnership firm and its time to time partners and their heirs, executors, administrators and assignees unless the expression is repugnant of the context or meaning hereof) of the **SECOND PART**.

Whereas the party of the Second Party is lawfully seized and possessor of the Land bearing Revenue Survey No.268 admeasuring 4249 Sq.Mtr., T.P. Scheme No.2 (Sama), Final Plot No.3 admeasuring 2970.00 Sq.Mtr. of Village Mouje Sama, Tal. & Dist. Vadodara in the Registration District Vadodara and Sub-Registration District Vadodara of the Gujarat State, as its absolute owner and the property is free from all encumbrances and the title of the same is clear and marketable, which is more particularly described in "Schedule-A" hereunder written and hereinafter referred to as the "Said Land".

Whereas the Vendor has purchased from (1) Shri Ishwarbhai Valjibhai Prajapati (2) Shri Ishwarbhai Zaverbhai Ranpara both Power of Attorney Holder Shri Bhaveshbhai Ishwarbhai Prajapati and Confirming Party Shri Jagdishbhai Hansrajbhai Patel the land by registered sale deed vide No.2321, Dated : 01.05.2017 & No.372, dated : 20.01.2018 & on the basis of the said sale-deed name of vendor is entered in the Revenue Record and so Vendor becomes the absolute owner and occupier of the said land.

Whereas the Vendor have obtained necessary permission to use the said land for Non-Agricultural purpose from District Collector, Vadodara vide their Order No. N.A./S.R./1102/2014-15, No. LAND/D/SECTION-65/VASHI / 2542 to 2550 / 15, Dated: 24.04.2015.

For MAADHAV CONSTRUCTION
Prajapati DK.
PARTNER

In a building known as "**ABHISHEK ALYSSUM**", Sama, Vadodara, Gujarat with all its apparent rights, interest, legal and incidental services, ditches, drains, liberties, profits, privileges, advantages, possession etc. as may be in Law available to the Purchasers in respect of the **said Shop/Flat**, belonging to or in any way appertain to or with the same or Vendor, any part thereof, now or at any time usually held and enjoyed, occupied, reputed or known as a part of or appurtenant thereof including the right as member or the right title benefit, interest to use, inheritance, possession claim and demand whatsoever both at Law and equity. The vendor upon the entire property of which the said Flat sold conveyed transferred and assigned is a part.

To have and to hold the said **Shop/Flat** unto and to the use of the Purchasers free from all encumbrances and charges whatsoever and the Vendor covenants, that the Vendor have good and absolute title and authority to assign, convey, transfer and dispose of the said **Flat No.....,Floor, Tower-.....**, being part of the entire property known as "**ABHISHEK ALYSSUM**" including the legal and other incidental and other benefits in favor of the Purchasers in the manner done here with. Further the Vendor / Developer covenant with the Purchasers that the Vendor / Developer have not created any charge or encumbrance on the said Flat or the entire property in favour of any person and any manner whatsoever and no person has any right or interest demand claim or lies in respect of the said Flat hereby sold conveyed, transferred and assigned or any part thereof.

The Developer and the Vendor hereby declare that no proceedings are pending or any notice has been received by the Vendor for the acquisition of the said Flat or the whole property of which the said Flat is part. The Vendor further covenants that in future if any proceedings are instituted in respect of this property or if any action, matter, deed or things done committed by any party, the Purchasers may defend the same at the cost, risk and consequences of the Vendor. The Vendor further covenants that the Vendor will execute all the necessary deeds, papers and writings which may be required to be executed and signed for perfecting the title of the Purchasers in respect of sale, conveyance, transfer, assignment of the said Shop/Flat in favor of the Purchasers when called upon to do so by the Purchasers or from their agents, or attorney. The Vendor binds himself and agrees to indemnify the Purchasers in respect of any defect in title in respect of Flat sold, conveyed or transferred at any time and make good all its defects and remove the same at his costs and risk, in the event of failure of Vendor to make good the defect in title.

The Vendor do hereby declare that he has paid all the dues of the land revenue, municipal tax, cess, water tax, etc. till today. However if any amounts are found due, the Vendor undertake to pay the same.

The property mentioned hereunder in "**Schedule-B**" is permanently sold to the Purchasers for ever with all its right to pass & re-pass through roads and passage.

For MAADHAV CONSTRUCTION
Rajesh A.K.
PARTNER

undivided land of the common roads, common land of the said building, parking space and common facilities of the complex / apartment / scheme and also along with all legal and equitable rights and easements. All such common lands of the scheme shall be held jointly by all the members of the said scheme and all the members shall have proportionate share in the said undivided land. Such proportionate share is to be calculated on the basis of the area of respective unit. But member shall not be entitled to claim partition of separation of his/her/their undivided share in the said land. All the members shall be entitled for the common use and enjoyment of common facilities like roads, parking space, lifts, stair case, water facility, security facility, sweeper facility, etc. and shall have to pay proportionate share in the maintenance charges for the same. All the members of the said scheme shall have to form an association / society / committee for the management and maintenance of the said scheme / buildings and all unit holders shall have to compulsorily become members in such association / society / committee and shall observe the rules and regulations of the same and shall pay proportionate common maintenance charges.

The property sold to the Purchasers is in Residential & Commercial building system and Purchasers shall have to follow/obey some general rules which is as under :

1. The VENDOR have handed over the Photostat / Xerox copies of the relevant documents relating to the said property to the PURCHASERS today. The PURCHASERS have inspected and verified the relevant documents of title of the said property and have been satisfied with the same. The original documents of title of the said land shall remain with the Vendor / Developer **M/s. Maadhav Construction** and the VENDOR / DEVELOPER will allow the members to inspect and make copies of the same at the convenience of the VENDOR / DEVELOPER.
2. The PURCHASERS have inspected the said Unit carefully and have been satisfied with the quality of construction work and also been satisfied with the quality of materials used for the construction. The PURCHASERS hereby confirm and admit that the construction of the said Unit has been carried out as per the agreed specifications. The PURCHASERS have also inspected and tested the water fittings, drainage fittings, electric fittings, sanitary fittings and other facilities of the said Unit and have found the same in good working condition and have been satisfied with the same. Therefore, in future, if any leakage takes place in such fittings or something goes wrong with such fittings and facilities or any damage is caused to construction work, then the PURCHASERS shall have to repair the same at their cost and risk.
3. If any expenses or charges become payable in future for acquiring the facilities of water, drainage, roads, street light, etc. when the said area is covered in the limits of Vadodara Municipal Corporation, then the PURCHASERS shall have to pay proportionate expenses / charges for the same.

FOR MAADHAV CONSTRUCTION

PARTNER

For MAADHAV CONSTRUCTION

Rajupati D.K.
PARTNER

PROVIDED FURTHER THAT, the Promoters shall not be held liable or responsible in the event any damage or defect is caused to the Building or any part thereof on account of the changes, alterations or additions made by the Flat Purchaser in his Premises.

DEFECT LIABILITY

- (i) If, within five years from the date of possession or completion certificate of said tower / flat to the allottee/s or owner, any defect related to infrastructure or workmanship defect have been complained about by the purchasers / owners of said shop / flat / tower, then the developer will have to cause such necessary repair to the items supplied at the time of possession and shall also be liable to provide the said service free of cost to the said purchasers of shop / flat / tower. If, developer fails to cause such necessary repair or refuse or neglects to undertake necessary maintenance of such items, then the purchasers / owners of such flat / shop / tower are entitled to recover compensation in lieu of such repair as had been caused by the owners. The purchaser/s must not have made any changes to the structure of said property including but not limited to the columns, beams, and other fittings of the said tower. Therefore, it is decided that, the purchaser/s will not make any changes in their bathroom, kitchen or toilet which may result into seepage of water. If such changes will be made by the purchaser/s without prior written consent of the developer, then the defect liability will automatically cease to exist and the purchaser/s will not be liable to demand compensation in case of any defect found at later stage. The word "Defect" here means, the defect made by the developer while construction due to lack of supervision and in workmanship quality as the workers engaged for the said work were unskilled workers. Any defect arising out of natural calamity or environmental disturbance or sudden environmental changes or any defect arising out of misuse of premises / facilities by the residents does not mean and include in term "Defect" by the developer. If such kind of repairing work will be undertaken without prior permission of the developer, then, concern flat / shop owner will be responsible to make good the losses caused to any neighbouring premises.
- (ii) That it shall be the responsibility of the purchaser/s to maintain his unit in proper manner and take all due care needed in clouding but not limiting to the joints in the tiles in his flat / shops / tower which are regularly filled with white cement/epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the developer to the purchaser/s ends before etched facts liability period and where such warranties are covered under the maintenance of the said unit/**project**, and if the annual maintenance contract is not done/renewed by the Allottee/s, the Developer shall not be responsible for any defect occurring due to the same.
- (iii) That the purchaser/s has been made aware and that the purchaser/s expressly agrees that the regular wear and tear of the unit/**project** includes minor hairline cracks on the external and internal wall including the RCC structure, which happens due to variation in temperature of more than 20°C. heavy vehicle's

For MAADHAV CONSTRUCTION

Rajapati D.K.

PARTNER

five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser(s). If there is any increase in the carpet area allotted to Purchaser(s), then the Purchaser(s) shall pay additional amount to the Promoter at the same rate per square meter and prior to taking possession of the said Flat.

15. The Purchaser(s) hereby declare/s that (a) he/she/they/it has gone through this Agreement and all the documents related to the Property; (b) has expressly understood the contents, terms and conditions of the same; and (c) the Promoters have entered into this Agreement with the Purchaser relying solely on the Purchaser(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser to be observed, performed and fulfilled and complied with. Therefore, the Purchaser(s) hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Promoters and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).
16. Forwarding this Agreement to the Purchaser(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser(s) until, firstly, the Purchaser(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Purchaser(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith shall be returned to the Purchaser(s) (subject to deduction of various amounts stated hereinabove) without any interest or compensation whatsoever.
17. It is understood between the parties that images, pictures, colours, furniture shown/ contained in marketing collateral, if any, are indicative only and shall not be included as part of the said Flat. No right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser/s from or by virtue of brochure, etc. The Promoter shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and/or

For MAADHAV CONSTRUCTION

Refpath P. K.

PARTNER

1.

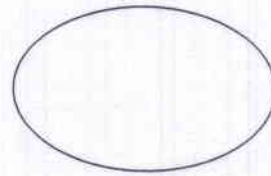
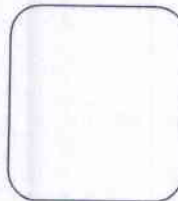
2.

: Photographs of the Property Sold :

Postal Address of the Property Sold :	Flat No.....,Floor, Tower-....., ABHISHEK ALYSSUM, New Sama Road, Vadodara, Gujarat.	Signature of the Vendor & Purchasers
The Party of the Second Part /Vendor :	M/s. Maadhav Construction a Partnership Firm through its managing Partner Dineshbhai Kanjibhai Prajapati	
The Party of the First Part/Purchasers		

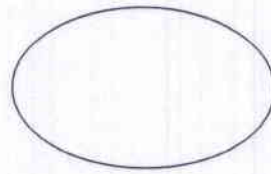
SCHEDULE AS PER REGISTRATION ACT 1908 RULES NO. 32/A**NAME****PHOTOGRAPH****L.H. THUMB IMPRESSION**

The Party of the Second Part / Vendor:
M/s. Maadhav Construction a Partnership
Firm through its managing Partner
Dineshbhai Kanjibhai Prajapati

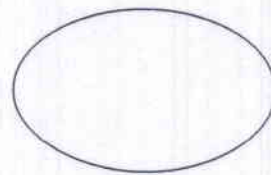


.....
(Dineshbhai Kanjibhai Prajapati)

The Party of the First Part / Purchasers :



1.



2.

For MAADHAV CONSTRUCTION

Rajapet' Dik
PARTNER