

New.

SALE DEED
FOR AN IMMOVABLE PROPERTY BEARING A FLAT
NO. _____ ON _____ FLOOR OF TOWER NO. _____
IN THE SCHEME TITLED AS "SURAMYA ALTIS" FOR
RS. _____/- ONLY.

THIS SALE DEED is made and executed at Vadodara on ____ Day of _____, 2018 by, **Suramya Living Spaces**, a partnership firm through its authorised partner **Mr. Vipul Jamnadas Dharsandia**, Aged- 41 years, Occupation: Business, Address of partnership firm at 401, Kishan Harmony, 8, Rajnagar Society, Akota, Vadodara. (PAN No. _____) (who hereinafter in present sale deed shall be referred to as the **Vendor** the Party of the First Part which expression would mean and include the Party of the First Part Vendor themselves and their heirs, successors, assignees, etc.) **The Party of the First Part.**

AND

IN FAVOUR OF

_____, (Pan No. _____) Aged-____ years, Occupation-_____, Residing at _____, Vadodara. (who hereinafter in the present sale deed shall be referred to as the Purchaser The Party of the Second Part which expression in its true meaning of words shall mean and include The Party of the Second Part Purchaser himself, and their heirs, successors, assignee, etc.) **The Party of the Second Part.**

The present Sale Deed is executed by the Party of the First Part Vendor upon our sole willingness that:

WHEREAS the Vendors i.e. party of the First part are the absolute owners of the property bearing non agricultural land admeasuring 1300.63 sq.mtrs of Plot No. 3-A on northern side AND land admeasuring 1300.63 sq.mtrs of Plot No. 3-B on southern side i.e. total 2601.26 sq.mtrs of land bearing Revenue Survey No. 277/3, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 11400 sq.feet, Revenue Survey No. 277/4, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 10784 sq.feet, Revenue Survey No. 277/5, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 856 sq.feet, Revenue Survey No. 277/6, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 7600 sq.feet i.e. consolidated total area admeasuring 38344 sq.feet i.e. 3563.57 sq.mtrs in village Akota, In Registration District Vadodara, Sub-District Vadodara. More particularly described in the schedule mentioned hereinafter.

That, Said entire land is non-agricultural Land and Collector, Vadodara has granted permission to use the land for non-agricultural purposes vide Order No. _____ dt. _____, necessary construction permission is issued by Vadodara Mahanagar Seva Sadan vide Construction Permission No. Ward-6/HB-12/2015-2016 dt. 11-09-2015. On the basis of the same, the said land is developed and "SURAMYA ALTIS" is being constructed.

The Owner / Promoter has got the project registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as "the Act", with the Real Estate Regulatory Authority at Gandhinagar vide Registered No. _____, dt. _____. 2018.

That, The Party of the Second Part was desirous to purchase the property in the said scheme, and after going through everything, The Party of the Second Part has decided to purchase the Flat No. ___, more particularly described in schedule hereto, and considering all the aspects the total consideration i.e. sale price is fixed at Rs. _____/-.

The present Sale Deed is executed by the Vendor in favour of Purchaser as per recitals made hereinafter:

NOW THIS SALE DEED WITNESSES AS UNDER:

Flat No	Flat No. _____.
Floor	_____ Floor
Tower No.	Tower No. ____.
Carpet Area	_____ Sq.Mt.
Built up Area	_____ Sq.Mt.
Total Sale Consideration	Rs. _____/-
In Words	Rupees _____ Only.

That, as mentioned hereinabove, the party of the second part had made payment towards the sale price to the party of the first part, as per the terms agreed upon between the parties to the present sale deed, the total sale price/consideration for the schedule property i.e. Flat No. _____ is paid by The Party of the Second Part to the party of the first part. Said consideration/sale price is paid in following manner.

- 01) The Purchaser has paid the aforesaid sale consideration for the undivided share in land as well as construction, as per the following details.

Details of sale consideration received:

₹. 2

Rs. /- Rupees Only.

- 02) Upon execution of present Sale Deed, the quiet, vacant, actual, peaceful and physical possession of the Schedule flat/property is handed over today by the Vendor to the Purchaser and such vacant, quiet, actual and physical possession of the subject is taken over by the Purchaser accordingly.
- 03) The property as described in the Schedule written hereunder is sold to the Purchaser i.e. The Party of the Second Part exclusively for ever, with the right of easement, coming and going, disposal of water and all other rights, together with all the ownership and other proprietary rights appurtenant thereto along with right to use the property as the Purchaser likes upon receiving sale consideration. Hence, the Purchaser, his/her heirs, successors, has thus become full, absolute, and independent owner of the said property for ever permanently from today, to hold as owner, with all the titles and possession of the said property upon execution of the present sale deed and the Purchaser shall have a right, power and authority to use, enjoy, the same and to mortgage, sale, gift, administer the said property as he likes. Now onwards, the Vendor or their heirs, successors, etc. all do not have any right, title, interest, share, concern in respect of the said land/property.
- 04) Therefore, the Vendor hereby grants and assures unto the Purchaser the said Flat No. _____, more particularly described in the Schedule written hereunder written to gather with all common rights to use lift, parking for vehicle for each owner of the flat, staircases, passages, lift, under ground and over head water tanks, ways, liberties, privileges, ditches, water courses, etc. along with easements, profits, advantages, rights as member; and appurtenances whatsoever to the said property or premises or any part thereof or at any time hereto for usually held, used occupied and enjoyed by us therewith or reputed or know as part of members thereof belong or be appurtenant thereof. The sale price as mentioned hereinabove is excluding price/cost/charges for the terrace rights. The ownership right of common terrace will solely be in the ownership of all members of the said society/association.

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AND ALL THE ESTATES, rights, title, interest and inheritance of the said property, possession and benefit, claim and demand whatsoever at law and in equity of the Vendor or any part thereof to have and hold all the singular and the said premises hereby granted, conveyed and assured and intended or expressed so to be with their every of their rights, members and appurtenances unto and to the use and benefit of all rents, rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the State of Gujarat or Vadodara Maha Nagar Seva Sadan or Vadodara Urban Development Authority any other public body, company in respect thereof and the Vendor doth hereby covenant with the Purchaser/s that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any person or persons lawfully or equitable claiming by, from through under or in trust for its made, done committed or willingly suffered to the contrary the Vendor now oath in himself good right, full power to grant, release, convey and assure the said Schedule flat property granted, released, conveyed and assured or intended to be up to and that it shall be lawful for the Purchaser/s from time to time hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said property hereby granted with its appurtenances and receive the rents, issues and profits thereof without any suit, lawful eviction, interruption, claim and demand whatsoever or by the Vendor or their successors and assignees or any of him from or by any person or persons lawfully or in trust it and that free and clear and freely and absolutely acquitted, exonerated, released and favour discharge or otherwise by the Vendor well and sufficiently saved and kept harmless and indemnified from and against all forms, and other estate, title, charges and encumbrances, whatsoever either already or to be hereafter had, made, executed, occasioned or suffered by the Vendor or by other person or persons lawfully or in equity in the said property hereby or any part thereof by from under or in trust for its, the Vendor shall and will from time to time hereafter at the request and cost of the Purchaser/s do and execute all such further and other lawful and reasonable costs, deeds, things, matters, conveyances and assurances in law whatsoever for better, further and more perfectly and absolutely granting and assuring the said property and every part thereof hereby granted unto

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and to the use of the Purchaser/s in the manner aforesaid, their successors or assignees, AND THE VENDOR doth hereby covenant with the PURCHASER/S that they the Vendor have not done, committed or knowingly or willingly suffered or been party or privy to any act, deed or things whereby they are prevented from granting and conveying the said flat property in the manner aforesaid or whereby the same or any part thereof can or may be charged, encumbered or prejudicially affected in estate, title or otherwise howsoever.

- 06) By virtue of execution of the present Sale Deed the Purchaser as an owner thereof and shall have a right and entitled mutate the property in his name in necessary revenue record, etc. for which necessary signatures and consents shall be given by the Vendor. Further, The Party of the Second Part Purchaser shall be responsible to pay development charges, service tax, transfer fee for mutation in revenue record, Corporation Tax, revenue, etc. at the prescribed rates separately as may be due and payable.
- 07) The stamp duty for the present Sale Deed, Registration Charges, Scribe charges, all expenses have been borne by The Party of the Second Part herein. If any additional stamp duty or penalty is required to be paid in future as per the prevailing Stamp Act, the same shall be paid by The Party of the Second Part herein.
- 08) The Purchaser has to pay One Time Permanent Maintenance Fund separately, for maintaining the common infrastructure services/facilities provided in the aforesaid scheme one month before handing over possession. The Purchaser shall be bound to pay any proportionate additional amount towards Permanent Fund if found necessary in future to the Vendor or the Association or Society formed for taking care of the complex, in which the Purchaser shall not raise any dispute or objection in future. With this clear cut understanding, the present Sale Deed is executed.
- 09) The Purchaser as well as other co-occupants of the flats shall not have a right to change the name of the residential complex, nor shall have any right to make any change the front elevation, doors, windows, colour scheme, displaying boards on the outskirts or terrace. The "SURAMYA ALTIS" is constructed on frame structure and hence, Purchaser as well as other occupants/flat owners shall not have a right to make any change in the frame structure and but can make necessary repairs that may required to be carried out in future in common slab/walls/windows as also in the service lines between two flats shall be carried out by the respective flat owner with the adjacent co-owner/occupant with mutual understanding, cooperation and common

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expenses by sharing the cost of repairs proportionately between him. With this specific and clear-cut condition, the present Sale Deed is executed.

- 10) The scheme of flats containing flats, organized as per the plans sanctioned by for laying and carrying on the internal common drainage, water, telephone, street light lines passing through and from the internal passages, walls, slabs, etc. of one another, its usage is to be done in such a manner so as not to cause any obstruction or annoyance to others and in future, necessary repairing, expenses for defective line repair shall be incurred by the concerned member and all the neighbouring members have to extend necessary cooperation in this regard without raising any objection or dispute. The permissible internal changes made by the owners/vendors in the said scheme for the benefit of the members and all the conditions of the scheme shall be adhered to by all the members of the scheme and shall have a right and authority and entitled to use, utilize, enjoy and occupy the same owner thereof. Further, the organizers of the scheme can make all necessary changes in the maps in the event of necessity, on such occasion, no any member shall not lodge any objection and raise dispute. With this clear-cut condition, the present sale deed is executed.
- 11) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Owner as per the sale deed for sale relating to such development is brought to the notice of the Owner / Promoter within a period of 5 (five) years by the purchaser from the date of handing over possession, it shall be the duty of the Owner to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner failure to rectify such defects within such time, the aggrieved purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 12) The property having complete construction sold vide the present Sale Deed and as described in the Schedule is of the ownership, enjoyment and possession of the Party of the First Part Vendor herein and except him, no one else has any right, title, concern or interest over the same and the same is not given by way of gift, sale, mortgage, agreement to sell or under writing of any nature whatsoever.
- 13) **Procedure for taking possession** - The Owner / Promoter, upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of "the Apartment" to the Allottee in terms of this Sale Deed, to be taken within 3 (three months from the date of issue of such written notice and the Owner / Promoter shall

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give possession of "the Apartment" to the Allottee. The Owner / Promoter agree and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner / Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Owner / Promoter/association of Allottees, as the case may be. The Owner / Promoter on its behalf shall offer the possession to the Allottee in writing within seven (7) days of receiving the Building Occupancy Certificate of the Project.

- 14) The Allottee shall take possession of "the Apartment" within 30 days of the written notice from the Owner / Promoter to the Allottee intimating that "the Apartment" is ready for use and occupancy.
- 15) **Possession by the Allottee** - After obtaining the Occupancy Certificate and handing over physical possession of "the Apartment" to the Allottees, it shall be the responsibility of the Owner / Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 16) **GOVERNING LAW:-** That the rights and obligations of the parties under or arising out of this Sale Deed shall be construed and enforced in accordance with the laws of India for the time being in force.
- 17) **DISPUTE RESOLUTION:-** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Sale Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, In case of failure to settle the dispute amicably, which shall be referred to Gujarat Real Estate Regulatory Authority, as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 18) The titles of the said property are clear and marketable as per the Title Clearance Certificate. Similarly, the Vendor have full and absolute right, power and authority to sale the same, and by giving such a trust and assurance, the property more particularly described hereinabove is sold to the Purchaser by executing the present Sale Deed.

SCHEDULE

A Flat No. _____ on _____ Floor of Tower No. A having carpet area admeasuring _____ sq. meters on (i.e. Built Up Area of _____ sq. meters as per the approved plans), said property is situated in **PROJECT-SURAMYA ALTIS** constructed on land admeasuring 1300.63 sq.mtrs of Plot No. 3-A on northern side AND land admeasuring 1300.63 sq.mtrs of Plot No. 3-B on southern side i.e. total 2601.26 sq.mtrs of land bearing Revenue Survey No. 277/3, Final Plot No. 214, T.P. Scheme No. 1 having

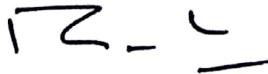
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total area admeasuring 11400 sq.feet, Revenue Survey No. 277/4, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 10784 sq.feet, Revenue Survey No. 277/5, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 856 sq.feet, Revenue Survey No. 277/6, Final Plot No. 214, T.P. Scheme No. 1 having total area admeasuring 7600 sq.feet i.e. consolidated total area admeasuring 38344 sq.feet i.e. 3563.57 sq.mtrs in village Akota, In Registration District Vadodara, Sub-District Vadodara. Said Flat No. _____ in Tower No. _____ is sold to The Party of the Second Part. Said property is bounded as under.

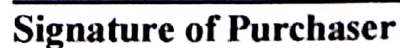
East :
West :
North :
South :

THE PHOTOGRAPH TO IDENTIFY THE SCHEDULE PROPERTY

Postal Address of Property : Flat No. ____ on ____ Floor, Tower No._____,
SURAMYA ALTIS, Moje-Akota, Vadodara.

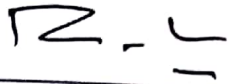


Signature of Owner


Signature of Purchaser

The present Sale Deed is written by the Vendor jointly willingly, after reading, understanding, in complete awareness, with cleaver state of mind, which is and shall be acceptable and binding to us, our heirs, successors. In witness whereof, the parties have subscribed our signatures in presence of witnesses in proof of the same.

Suramya Living Spaces, a partnership firm
through its authorised partner



Mr. Vipul Jamnadas Dharsandia
OWNER/VENDOR
(The party of the first part)

(1)

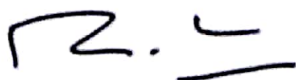
(2)

Purchaser/Vendee
(The party of the second part)

In the presence of

1. _____

2. _____



SCHEDULE
(Under the provisions of Section. 32-A of Indian Registration Act, 1908)

Suramya Living Spaces, a partnership firm
through its authorised partner

Mr. Vipul Jamnadas Dharsandia
OWNER/VENDOR
(The party of the first part)

(1)

(2)
Purchaser/Vendee
(The party of the second part)

ANNEXURE-A
(Floor plan & Layout plan)

ANNEXURE-B
(Payment Plan)

Rs. _____/- Rupees _____ Only.

02) Upon execution of present Sale Deed, the quiet, vacant, actual, peaceful and physical possession of the Schedule flat/property is handed over today by the Vendor to the Purchaser and such vacant, quiet, actual and physical possession of the subject is taken over by the Purchaser accordingly.

04) Therefore, the Vendor hereby grants and assures unto the Purchaser the said Flat No. _____, more particularly described in the Schedule written hereunder written to gather with all common rights to use lift, parking for vehicle for each owner of the flat, staircases, passages, lift, under ground and over head water tanks, ways, liberties, privileges, ditches, water courses, etc. along with easements, profits, advantages, rights as member; and appurtenances whatsoever to the said property or premises or any part thereof or at any time hereto for usually held, used occupied and enjoyed by us therewith or reputed or know as part of members thereof belong or be appurtenant thereof. The sale price as mentioned hereinabove is excluding price/cost/charges for the terrace rights. The ownership right of common terrace will solely be in the ownership of all members of the said society/association.