

SALE DEED

This Sale Deed is made and executed at Vadodara on this ____ **Day of** _____ **2022** for **Flat/Pent House No.** ____ on ____ **Floor** situated in the scheme named as **"SPRING'S EXOTICA-III"** organized over the non-agricultural land of **R.S. No. 2353**, having Block **No. 1577, Part-2** admeasuring **1640.44 Sq. Mts. (17657.69 Sq. Ft.)** out of **16188.00 Sq. Mts. of Mouje Village Bhayali, (Vibhag- 3)** in the Registration and Sub Registration District, **Vadodara** by:

The Vendor/First Party/Landowner/Developer/ Promoter:

M/S. AARAV CORPORATION , (PAN No. AAZFA 3353 R), a partnership firm named as such, for and on its behalf by the Managing Partner, **Shri Rashesh Jayeshbhai Parikh**, aged adult, Occupation Agriculture/Business, residing at B-702, Spring Exotica, Near Navrachana University, Vasna-Bhayali Road, Vadodara, and having firms address at _____, Vadodara,

who hereinafter called as "Vendor-Party of First Part" in the present sale deed, which expression unless it be repugnant to the context or meanings thereof be deemed to include the Firm itself and its partners from time to time, their heirs, successors, assigns, legatees, attorneys, etc.,

IN FAVOUR OF

PURCHASER/s-ALLOTTEE/S THE PARTY OF SECOND PART:

- (1) _____, Aged ____ Years, Occupation _____
(PAN NO. _____), (Aadhar No. _____)
Residing at _____
- (2) _____, Aged ____ Years, Occupation _____
(PAN NO. _____), (Aadhar No. _____)
Residing at _____, _____

Who hereinafter referred to as "Party of Second Part or – Purchaser/s/Allottee or You" in this Sale Deed which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include Purchaser/s himself/herself / themselves his/her/their heirs, successors, assigns, legatees, attorneys, etc.,

The Vendor/Promoter/Developer – Party of First Part executes the present Sale Deed upon willingness in favour of Purchaser/s as under:

HISTORY OF SCHEME LAND:

(1) The non-agricultural land of **R.S. No. 2353**, having Block **No. 1577**, **Part-2** admeasuring **1640.44 Sq. Mts. (17657.69 Sq. Ft.)** out of **16188.00 Sq. Mts. of Mouje Village Bhayali, (Vibhag- 3)** in the Registration and Sub Registration District, **Vadodara** has been purchased by Sangam Kantilal Gandhi and others from the owner of the property Shaileshbhai Dahyabhai Patel under a Registered Sale Deed No.551 dated 17.01.2014 and accordingly, said Sangam Kantilal Gandhi and others became joint owners/occupiers of the said land and their names are duly mutated in the revenue record vide Entry No. 13678 dated 04-02-2014, which has been certified by the Circle Officer, Shri G.S. Sangoda on dated 20.05.2014.

Thereafter, the present Vendor's firm through its authorized Partner Shri Rashesh Jayeshbhai Parikh has purchased the said land from aforesaid owners Sangam Kantilal Gandhi and others under a Registered Sale Deed at Sr. No. 1730 dated 29.01.2021. Accordingly, the Vendor's firm and its partners became owners/occupiers of the said land and their names are duly mutated in the revenue record vide Entry No. _____ dated _____, which has been certified by the Circle Officer, Shri _____ on dated _____.

(2) That the Collector, Vadodara has granted necessary permission for non-agricultural use of the aforesaid land **No. Revi/N.A./SR/381/ 2012-13 No. Land/D/Section-65/Vashi/2364/13** dated **08.07.2013**.

(3) That the permission for making construction on the said land has been obtained from **Vadodara Mahanagar Palika vide No. Ward-11/HB-76/2021-22 dt: 31/1/2022** as per plans approved for making construction of basement/ground floor parking, two flats on each floor from first floor to ninth floor, 2 pent houses on 10th floor, in the scheme named as "**SPRING'S EXTOTICA-III**".

In above premises, the Vendor/Promoter/Developer has organized scheme Flats/Pent Houses titled as "SPRING'S EXTOTICA-III" on land adm. 1640.44 Sq. Mts. (17657.69 Sq. Ft.) totally described above.

(4) The present Sale Deed is executed in reference to Agreement to Sell registered at Sr. No. dated executed between parties of this Sale Deed and confirming/accepting conditions laid down in the said Agreement to Sell.

(5) The immovable property in the scheme titled as "SPRING'S EXTOTICA-III" described hereunder has been sold by the Vendor/Promoter's - partnership firm as described in Schedule-2) hereunder in detail in favour of you the Party of the Second Part - Purchaser/s at a mutually agreed just and reasonable market price of Rs. between us and as such executed present Sale Deed for conveying the property. The said amount of sale consideration has been received from the Party of the Second Part Purchaser/s herein as per following details:

:Details of Sale Consideration received:

<u>Amount</u>	<u>CH.No.</u>	<u>Date</u>	<u>Name of Bank</u>
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Thus, as per above details, the amount of sale consideration has been received by Vendor/Promoter's partnership firm herein from the Purchaser/s under the present sale deed and upon acknowledging the said amount having been received from the Purchaser/s and by admitting and acknowledging the same to have been received and exchange of sale consideration, the present Sale Deed has been executed for selling/conveying the schedule property. The Vendor/ Promoter herein has handed over actual, physical and peaceful possession to you the Purchaser/s which actual, physical, peaceful

possession and enjoyment has been taken over by you the Purchaser/s herein as per full ownership right.

- (6) The scheme of Flats/Pent Houses organized over the entire scheme land described in Schedule-1) hereunder, shall be always known and titled as **"SPRING'S EXTOTICA-III"** and no one has any right, power and authority to make change in the name of said scheme as well as elevation and under the present Sale Deed all rights relating to the property sold and stated in the **Schedule-2** hereunder, along with all appurtenant and concerned rights with it and along with the right of coming and going, road, disposal of water, to take and carry telephone, electricity, drainage, gas, connections, etc. along with all beneficial and enjoyment rights is sold to the Purchaser/s herein for ever and permanently in exchange of consideration. Therefore, now the Purchaser/s, his/her /their heirs, successors all have become owners, attorney and possession holders of the property sold vide present sale deed and shall have a right and authority to enjoy, use, sale, mortgage said schedule property and to use the same as per desire for ever and permanently.
- (7) By virtue of execution of present Sale Deed, the Purchaser/s is/are entitled to and shall have a right, authority and power to mutate/transfer the schedule immovable property being Flat/Pent House as per **Schedule-2** hereunder in the revenue record, Government and Semi Government Offices in his/her/ their name/s for which necessary signatures and consents shall be given by us. It is further specified that the responsibility to pay meter deposit amount, electricity charges, service tax, amount of taxes under government laws, Corporation tax, expenses relating to mutation in revenue record such as property card, amount/fund towards life time maintenance charges/deposit, etc. as may become payable is that of the Purchaser/s only as per prescribed rates and laws.
- (8) That in the entire open land under the said scheme of Flat/Pent House titled as **"SPRING'S EXTOTICA-III"** without demanding personal

ownership in any manner, the Purchaser/s and purchasers of other flats/pent houses are bound to keep the same permanently open and since the flat/apartment style building is located on the said land and since the property described in **Schedule-2** as per measurement available at the site out of the aforesaid scheme titled as **"SPRING'S EXTOTICA-III"** since it is purchased by the Purchaser/s after obtaining all information about the said scheme, the ownership of the Purchaser/s shall be as per site condition. Therefore, the Purchaser/s shall not be entitled to separate your share in the land contained in Schedule-1) in any manner nor such demand can be made and the changes made or proposed by the organizers of the said scheme as per requirements of Purchaser/s or otherwise shall be confirmed to all unit purchasers, in which no any purchaser shall raise any objection or dispute at present or in future. That when the Schedule -2) property sold to you is resold in future at that time it can be sold subject to compulsorily abide and observe conditions and terms of present sale deed as well as Agreement to Sell. With such clear cut clarification and specific condition the present sale deed has been executed.

- (9) That for the up-keeping, maintenance and cleanliness of the offices/shops/units situated in the scheme named as **"SPRING'S EXTOTICA-III"** on formation of proposed development association or society, the Purchaser/s and other unit holders in the scheme shall have to become member of the such entity compulsorily and abide by its rules and regulations and bear proportionate administrative expenses, maintenance, up-keeping, sanitation and status costs, and has to bear/pay proportionate cost towards common electricity bill, maintenance charges of lift, water motor, pump, and repairing charges of all items of common utilities situated in the concerned buildings and as agreed, the amount of one time maintenance/deposit shall have to be paid compulsorily and separately by purchasers of units. The maintenance of the common roads, common staircase, passage,

common lift, water motor, pump, common parking, tanks, security expenses, underground electric cable, etc. as well as the use, usage and utilization of all items of the common use is to made jointly by all residential units of the said scheme with joint responsibility by sharing and bearing proportionate maintenance charges as per share. Further, by paying the proportionate maintenance charges of water, electricity, drainage lines/connections, common water tanks, common electric meter, cleanliness, etc. arranged/ made for the purchasers of commercial units in the said scheme, its use is to be made by the concerned. With such clear cut condition, the present Sale Deed has been executed.

(11) It is further stipulated that no one shall commit such act so as to result any change/ alteration in the elevation of the said scheme organized or to damage the walls, RCC structure in any manner whatsoever nor shall store any material in lift-passage causing obstruction to others. Further, since the unit holders have to make use only after making registration, taking permissions, by affixing the advertisement boards of prescribed size at the designated place and shall not keep heavy material or machinery or motor so as to cause noise pollution or vibrations and smoke/nuisance, and shall not carry out activity like kitchen or cooking. Not to throw dirt, nuisance in the common passage, parking of the scheme and commit any act so as to cause hindrance to others in the said scheme and shall not store/keep material against the laws of the Government and no criminal act/business shall be carried on and inflammable/hazardous explosive substance shall not be kept/stored by all the purchasers of the unit. No any such is to be performed by any of the unit purchasers. With such a clear cut clarification the present Sale Deed is executed.

(12) That in the property/Flat/Pent House unit sold vide present Sale Deed, no alteration, modification or change in the external portion or in the openings (windows and doors) shall be made and also not cause any encroachment in the deep shed nor any projected grill be affixed by

the Purchaser/s. Further no change in the site position of walls, windows, doors, etc. of the unit sold is to be made nor it cannot be done and the ownership of slabs of upper lower owners and the ownership of surrounding wall shall be common and the expenses relating to its maintenance, renovation, repairing, etc. shall be borne proportionately by the owners as and when required. No one in the scheme shall commit any act so as to cause damage to the RCC structure or change in the external elevation in any manner whatsoever and shall not commit such act so that the RCC structure may suffer damage of any nature nor shall keep/store any material in the roads, lift-passage so as to create obstruction to others.

- The Promoters shall make application for formation of an association of Purchaser(s) or Co-operative society or the Company, as the case may be, under the applicable law within a period of three months of the majority of Purchaser(s) having booked their Shop(s)/Office(s) in the project. The Purchaser(s) shall join in the forming and registering the Society or the limited Company or association, as the case may be, to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute application for registration and or membership and other papers and documents necessary for the registration of the Society or the limited .

(13) Since the said scheme of offices/shops, you are becoming the owner of the Flats/Pent Houses along with the undivided land in the said scheme, in future the scheme suffers damage of any nature due to natural calamity then in such eventuality, as per entitled measurement of the property/ F.S.I. more particularly described in the schedule No.2) hereunder, Purchaser/s shall be entitled and authorized to make the construction jointly along with other unit owners in the said scheme. The clarification is made further that in future if you the Purchaser herein sells the property as contained in Schedule No.2) hereunder to any one else than the property can and shall be resold only after agreeing with all conditions agreed between us in the

present deed and subject to observance of the same. With such clarification and specific condition the present Sale Deed is executed.

(14) That the Purchaser/s shall be entitled to make parking in the common parking space provided below concerned tower/building in the entire scheme land described in Schedule-1) as shown in the approved maps/plans, all purchasers of Flats/Pent Houses shall make parking without causing hindrance and/or obstruction to others in coming and going, without raising any dispute or complaint. In which no trading material or vehicles meant for carting/ transport purpose shall be brought /parked for loading and unloading materials and shall not hold power and authority to park in a specified area and (the parking situated in _____ side shall be common) its use, usage shall be made jointly. With such a clarification and specific condition present sale deed has been executed.

(15) The Vendor do hereby make clarification by present writing that after obtaining Occupancy Certificate of the said scheme by the Vendor/Promoter and only after paying full agreed amount of sale consideration by the Purchaser/s-Allottee, the possession of the property sold is to be given within/up to 3 (three) months, the Vendor/Promoter/ Organizer herein gives assurances to comply with all provisions, formalities to be complied from our side and all existing matters relating to documentation shall be complied from our side and on receipt of Occupancy/ Completion Certificate and only after payment of agreed sale consideration amount the steps for handing over possession shall be taken. With such clarification and clear cut condition, the present Sale Deed is executed.

(16) As per provisions of this deed, applicable laws of the Government or rules there under or regulations are cancelable or cannot be made applicable than the provisions of this deed shall be treated as proper to extent of amendment or cancelled to the extent in consonance with the purpose and so long as they are in consonance with the law and rules, the provisions of this deeds shall be treated as confirmed and

shall remain applicable in force applicable at the time of subscribing signature in the present deed. With such clarification and condition, the present Sale Deed has been executed.

(17) Since the Vendor/Promoter/Organizer has as per provisions of laws in respect of deed of document relating to change of ownership the possession of the property has been handed over, however its use in writing, as per notice/intimation for having completed the entire work, and on executing the agreement for taking over written possession by the allottee, the possession of the property sold shall be taken over within 15 days and therefore, the possession in respect of property sold as per above point, on receipt of written notice by the Purchaser/ Allottees from the Promoter /Organizer, if breach is committed by the Purchaser/s-Allottee/s or fails to take over possession then in such circumstances, the Purchaser/s-Allottees shall be bound to pay applicable maintenance charges. With such clarification and clear cut condition, the present Sale Deed is executed.

(18) The Vendor/Promoter do hereby makes clarification and states that upon handing over the possession of the unit sold in the said scheme to the Purchaser/s herein/on receipt of completion certificate, within a period of five (5) years, if type of structural defect/damage of any nature or in respect of workmanship or quality or service, provisions or the defect/damage so arising comes to the knowledge of Vendor, in such circumstances, as long as possible, the said defect shall be rectified at our cost and if defect compliance is not possible then the Purchaser/s can seek compensation from the Vendor as per procedure suggested in the law. However, upon handing over possession/on receipt of completion certificate within the duration of five (5) years, for compliance of structural defect of any nature or workmanship, quality of service provisions beyond the control of the Vendor, the Vendor/ Organizer herein shall not be held responsible. With such clarification and clear cut condition present Sale Deed is executed.

(19) The Vendor/Promoter herein by present Sale Deed makes clarification that any part of the matter as stated in the present sale deed of the scheme cannot be made use or usage for legal purpose, so long as the land/property (open space, parking space, lobby, staircase, etc. whatsoever may be applicable) sold to the Allottee/Purchaser/s is not transferred in the name of Allottee, till such time the Purchaser/s- Allottee/s cannot raise his claim/suit before any authority under law. With such clarification and clear cut condition the present Sale Deed is executed.

(20) The Vendor/Promoter do hereby makes clarification and states that all terms and conditions agreed prior to present Sale Deed and all disputes arising from the interpretation in that regard, in which the interpretation, acceptance of conditions and rights of the concerned parties and responsibilities, etc. shall be resolved with mutual understanding/consent and at the time of failing in the same, the same shall be resolved by the arbitration appointed under the controlling provisions of the Real Estate (Regulations and Development) Act, 2016 and rules there under and all rights, duties and responsibilities of parties arising under present deed shall be implemented according to laws of India as are in force at the relevant time. With such clarification and clear cut condition the present Sale Deed is executed.

(21) That the property contained in the Schedule-2 in non-agricultural scheme land/property sold vide present Sale Deed is belonging to the ownership and possession of the Party of First Part herein and in which except the Vendor/Promoter, no one has right, title, interest, share or concern of any nature. That the title of the said land/ property is clear, marketable and free from encumbrances, by giving such a fair assurance and trust, we have executed writing in your favour.

(22) THE PROMOTER SHALL NOT HAVE ANY CLAIM OVER F.S.I., ADDITIONAL F.S.I ,COMMON AREA AND TERRACE RIGHTS AFTER BUILDING USE PERMISSION HAS BEEN OBTAINED,

SUCH RIGHTS IF ANY WILL BE ENCLOSED BY SOCIETY OF BUYERS.

- (23) If any provision of this Agreement shall be determined to 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 amended or deleted in so far as reasonably inconsistent with the 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.
- (24) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably within 45 days of such dispute, shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules made there under.
- (25) All expenses relating to the present Sale Deed such as stamp duty, registration charges, scribe fee, advocate fee, etc. has been paid/ borne by the Purchaser/s. If any additional stamp duty becomes payable in future, the same shall also be borne/paid by the Purchaser/s.**
- (26) The scheme over the schedule-1 land has been registered by the Party of First Part as per provisions of law under the Real Estate Regulatory Act, its temporary/permanent number is obtained vide (RERA Reg. No. PR/VADODARA/ VADODARA/ VADODARA/TPO/ / .**

Schedule-1

(Description of Scheme land)

The non-agricultural land of R.S. No. 2353, having Block No. 1577, Part-2 admeasuring 1640.44 Sq. Mts. (17657.69 Sq. Ft.) out of 16188.00 Sq. Mts. of Mouje Village Bhayali, (Vibhag- 3) in the Registration and Sub Registration District, Vadodara Its boundaries are as under:

East: Adjacent land of Part-1.

West: Adjacent Part No.1's 7.5 meters road and common plot of Part No.1 is situated.

North: Adjacent Part-1 land's common plot is situated.

South: Adjacent VUDA 30.00 Meters road is situated.

Schedule-2 (Description of Flat/Pent House)

The Flat/Pent House constructed in tower/building constructed as per plans/maps sanctioned on the land mentioned in Schedule-1 above, is known as **"SPRING'S EXOTICA-III"**. Its detailed description is as under:

Flat/Pent	Tower	Floor	Carepet Area	Undivided Land
House No.			Sq.mt.	Sq.mt.

Its boundaries are as under:

East:

West:

North:

South:

This Sale Deed has been executed by the Vendor/ Promoter/Party of First Part landowner in favour of Purchaser/s – Party of the Second Part after reading over, cause reading, understanding, thinking, and executed in non-toxic condition, without any threat, pressure or force or exploitation, which is and shall be acceptable, binding and agreeable to all of us, all our partners, heirs, successors, etc. and is signed at Vadodara, in presence of the witnesses.

SIGNED SEALED AND DELIVERED
by the within named VENDOR
M/s. Aarav Corporation, a partnership
Firm through its authorized Partner:

(Rashesh Jayeshbhai Parikh)

SIGNED, SEALED AND DELIVERED

BY THE WITHIN NAMED PURCHASER/S

Witness

Schedule as per Sec 32-A of the Registration Act-1908

Vendor-Party of the First Part:

For and on behalf of

**M/s. Aarav Corporation, a partnership
firmBy its Authorized Signatory.**

(Rashesh Jayeshbhai Parikh)

Signature of Purchaser/s:

_____)

Photographs for identification to Property

Address of Property	Flat/Pent House No. _____, in "SPRING'S EXOTICA-III"
	Bhayali, Dist. Vadodara
Vendor	Purchaser
M/s. Aarav Corporation, a partnership firmBy its Authorized Signatory	

(Rashesh Jayeshbhai Parikh)