

SALE DEED
RS.. /-

THE PARTY OF
THE FIRST PART:
VENDOR:

M/s. PENGUIN BUILCON LLP, a Partnership Firm
having its Registered Office at : 409, Shrirang
Heights, Bhajipura, Kudasan, Gandhinagar –
Gujarat through its Administrative Partners,
(PAN NO. AAVFP 5321 L)

1. VIKRANT VIRENDRA PUROHIT Aged about 53
Years, Occupation: Business, Indian inhabitant and
residing at: plot No. 1323/A/1, Sector No.7/D,
Gandhinagar,
2. ADITYA GOENKA S/o. H. P. GOENKA Aged about
33 Years, Occupation: Business, Indian Inhabitant
and residing at Flat No. 102, C-Block, Shivam
Klasse, Lad Society Road, Vastrapur, Ahmedabad
(Hereinafter referred to as the Party of the FIRST
PART and/or “VENDOR” which expression shall
include its present and future Partners,
administrators, attorneys, assignees, successors,
etc.).

THE PARTY/PARTIES
OF THE SECOND PART
VENDEE/S

_____, Aged about ____
Years, Occupation : _____, Indian Inhabitant
and residing at : _____
(hereinafter referred to as the party of the SECOND
PART and/or “VENDEE/S” which expression shall
include his/her/their heirs, successors, attorneys,
assignees, etc.) (PAN NO.))

1. WHEREAS, the party of the FIRST PART is the owner of the
non agricultural land bearing Final Plot no. 121 admeasuring

about 4507 sq. mtrs. of Town Planning Scheme No. 19 (Raysan – Randesan - Koba) allotted in lieu of Block No. 101 PAIKI admeasuring 6934 Sq. Mtrs. and building constructed thereon which is known as “VINAYAK SKYDECK’ situated at Mouje : Raysan, Taluka : Gandhinagar in The Registration District and Sub-District of Gandhinagar- GUJARAT.

2. AND WHEREAS, earlier Land Owners viz. by (1) DHIRENDRAKUMAR KANTILAL PATEL (2) HARSHADKUMAR KANTILAL PATEL (3) DHULIBEN KANTILAL PATEL (4) SHANIKUMAR AMRUTBHAI PATEL AND (5) RAVI AMRUTBHAI PATEL obtained N.A. Permission for Residential and Commercial Use bearing Block/Survey No. 101 PAIKI which comprised in Draft Town Planning Scheme No. 19 and allotted Final Plot No. 121 admeasuring 4507 Sq.Mtrs. from The Chitnish to The collector, Gandhinagar vide Order No. CB/LAND/N.A./S.R.218/16/VASHI 8626 TO 8640/2018 Dated 23/02/2018.
3. AND WHEREAS, (1) DHIRENDRAKUMAR KANTILAL PATEL (2) HARSHADKUMAR KANTILAL PATEL (3) DHULIBEN KANTILAL PATEL (4) SHANIKUMAR AMRUTBHAI PATEL AND (5) RAVI AMRUTBHAI PATEL sold and conveyed the said N.A. Lands bearing Block/Survey Nos. 101 PAIKI to M/s. PENGUIN BUILCON LLP, A Partnership Firm – THE PARTY OF THE FIRST PART by a Registered Sale Deed Nos. 9177 dated 08/05/2018.
4. AND WHEREAS, The Party of the First Part got approved Building Plans for the purpose of Residential construction on the said lands and obtained Development Permission No. PRM/RAYSAN/159/03/2018/3182/2018 dated 21-05-2018 from The Junior Town Planner, Gandhinagar Urban Development Authority, Gandhinagar. The Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at GANDHINAGAR Vide No._____.

5. NOW, the party of the FIRST PART hereby sells and conveys on Unit No. _____ on _____ Floor (as per approved plan _____ Floor) of Wing No. “_____” having total Built Up area of _____ Sq.Mtrs. (Carpet Area _____ Sq.Mtrs.) and _____ Sq. Mtrs. undivided ownership right in the land and common plot, road and all amenities of the scheme known as “VINAYAK SKYDECK” which is more particularly described in the SCHEDULE hereunder written to the party of the SECOND PART.
6. THAT the party of the SECOND PART/VENDEES had personally visit at the site of the said “VINAYAK SKYDECK” scheme and they have perused, studied and understood the Agreements, Broachers, documents, Papers, writing relating to the acquisition of the said land, plans and specifications of the said Scheme/Project and said Unit, Certificate, GUDA’s Approved plan, Development Permission, N.A. Permission issued by the Collector, Gandhinagar, and other Records, Papers and particulars referred to therein given by the party of the FIRST PART. The party of the SECOND PART / VENDEE have also verified the titles of the said Unit and the said land through his/her/their Legal Advisors and after satisfying himself/herself/themselves for the quality of materials, construction works and area of construction, all common amenities, Parking, Visitors Parking, etc. and they have decided to purchase the said property together with perpetuity non-exclusive rights to use Facilities in property and expressly excluding all right/titles in Facility Area from the party of the FIRST PART with the confirmation of the party of the SECOND PART at a total Sale Price of Rs._____/= (Rupees _____only) and The party of the FIRST PART has handed over the vacant and peaceful possession of the said scheduled property to the party of the SECOND PART/VENDEE. The parties of the SECOND PART have verified the quality construction, Built Up area etc. through his/her/their expert engineer. Therefore, in future

the party of the SECOND PART/VENDEE is not entitled to raise any objection or query regarding the titles of the said Unit, the said Scheme and the said land and also do not create any litigations in any civil court as well as consumer courts.

PAYMENT DETAILS

Rs._____-/-

Rupees _____ only paid by Cheque No. _____ dated _____ drawn on _____ Bank, _____ Branch.

Rs._____-/-

Rupees _____ only paid by Cheque No. _____ dated _____ drawn on _____ Bank, _____ Branch.

Total

Rs._____-/-

Rupees _____ only.

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8. The party of the SECOND PART –Vendee has paid total sale price of Rs._____-/= (Rupees _____only) to the party of the First Part- Vendor and the party of the first part has confirmed the receipt and acknowledge the same and the party of the First Part have execute this Sale Deed in favour of the Party of the Second Part.
9. Now, the party of the FIRST PART hereby sold and conveyed the said scheduled property to the parties of the SECOND PART together with all undivided rights in the said land and construction as per approved plans and the party/ies of the SECOND PART is/are entitled to use and/or dispose off the same in any manner whatsoever in perpetuity. He/She/They is/are rightful to sell, mortgage, lease, gift or transfer the same in any manner whatsoever at his/her/their wish.
10. That the party of the FIRST PARTY hereby declares and undertakes to the party/ies of the SECOND PART, that it shall not create any act to effect the titles of the said schedule property in any manner. Further the party of the FIRST PART –VENDOR hereby guarantees and undertakes to the party/ies

of the SECOND PART – VENDEE/S that its rights, titles and interests in the said scheduled property have not been transferred to anyone by way of Sale, Mortgage, Gift or otherwise and no other persons have any right, title or interest in the said scheduled property and no charge or encumbrance have been created on the said property. Further, no suit or litigations are pending against the Vendor and there are no existing stay orders at any court or any other strictures by any other authority restraining the sale of this property. Further, the party of the FIRST PART hereby undertakes to the party/ies of the SECOND PART that titles to the scheduled property are clear and marketable and no charge or encumbrance existing on the said property.

11. The party/ies of the SECOND PART give his/her/their consent that he/she/they shall strictly perform all terms and conditions decided hereafter from time to time for the benefit and interest of the other unit Holders of the said scheme known as “VINAYAK SKYDECK” and therefore the party of the FIRST PART has sold and conveyed the said scheduled property to the party/ies of the SECOND PART.
12. That, the party/ies of the SECOND PART shall not have any claim, right title or interest in the said scheme except the said scheduled property and the party of the FIRST PART shall be entitled to sale and/or transfer of its rights title or interest of the said scheme at its cost in different terms and conditions to any other person/s, and the party/ies of the SECOND PART shall not have any objection for the same in future.
13. That the party/ies of the SECOND PART shall have usage rights of all common amenities togetherwith common plot alongwith other unit holders of the said scheme and the same shall not be divided into different parts in any manner in future.
14. That the party/ies of the SECOND PART – VENDEE/S shall not make any addition or alterations in future which may affect or change elevation of the whole building. Further the

party/ies of the Second Part shall be liable and responsible for the same if his/her/their any such acts affect other unit holders or stability of the said scheme in any manner.

15. The party/ies of the SECOND PART shall have to use common amenities such as Lift, Passage, Stair, Common Plots etc. without any interruption to other unit holders of the said scheme and he/she/they shall not have any right to create any illegal occupancy in such common places of the said scheme. The party of the FIRST PART shall have exclusive right to sell terrace right to any other person at its wish and the party/ies of the SECOND PART shall not prevent it in any manner whatsoever.
16. The party/ies of the SECOND PART shall not carry out or cause to be carried out any anti-social or illegal activities in or within the said premises and also shall not commit or suffer to be committed any deed which may cause nuisance and annoyance to other unit holders of the said scheme. Further, the party/ies of the SECOND PART shall not keep any hazardous or inflammable items/goods or any such item which is injurious to health and prohibited by the Law in the said premises. The party/ies of the SECOND PART is/are responsible for any damages including all legal expenses for the same if they make any defaults.
17. The party/ies of the SECOND PART shall have to contribute maintenance charges of these amenities such as Water, Drainage Connections, Common Electricity, Cleaning charges, Street Lights, Common repairing etc. as may be decided by the party of the FIRST PART or ASSOCIATION along with other unit holders. The party/ies of the Second Part have paid specified maintenance deposit to the party of the First Part or Association as may be decided from time to time. All maintenance expenses shall be paid from interest of such deposit and if interest income is not sufficient to meet maintenance charge, then party of the Second Part shall have to pay difference amount for the same. If in future when the

party of the FIRST PART form an Association, the party/ies of the SECOND PART shall have to enter his/her/their name/s as members of the same compulsorily and the party/ies of the SECOND PART or his/her/their successors/nominee shall irrevocable abide by the all applicable terms and conditions as and when decided by the association from time to time.

18. THAT, the party/ies of the SECOND PART shall pay all Legal Expenses.
19. That, the party/ies of the SECOND PART shall have to pay charges for Drainage Connection, Water Connection, Narmada Water Connection charges to concerned Local Authority in future separately alongwith other unit holders.
20. That, the party/ies of the SECOND PART has paid Deposit, Estimate, Cable Charges, Transformer Expenses and Sub Station Expenses or other relevant expenses to obtain electric connection separately for their Unit.
21. That, the party of the THIRD PART has paid all type of Government Local Taxes, Education Cess, Property Tax, Electric Bills, All types of GUDA Charges, Municipality Charges etc. till the date. Henceforth, the party/ies of the SECONC PART shall have to pay all type of Government Local Taxes, Education Cess, Property Tax, Electric Bills, All types of GUDA Charges, Municipality Charges etc. of the said scheduled property in proportionate.
22. If the party/ies of the SECOND PART make default to pay common amenity charges such as Land Revenue, Educational Cess, Drainage Tax, Water Tax, Drainage Maintenance Charge, GUDA Charges or any other applicable taxes in proportionate separately, the party of the FIRST PART or members of the said scheme is/are entitled to recover such damage from the party/ies of the SECOND PART.
23. That the party/ies of the SECOND PART shall have to use or enjoy the said property quietly or peacefully togetherwith other unit holders/members of the said Society and the said society

shall be liberty to cause all legal actions if any person shall make any defaults.

24. The party/ies of the SECOND PART can Sell, Transfer or Assign the said scheduled property to any other person only after obtaining prior permission of the Party of The First Part/Society/Association subject to fulfillment of all terms and conditions which may be decided by the Party of The First Part/Society/Association from time to time and after clearance of all outstanding dues of the said society. Further, the Party of the Second Part purchased the said schedule property Subject to Building Use Permission. Hence, the Party of the Second Part or his/her/their heirs shall not take any kind of Legal Action against the Party of the First Part regarding the said Building Use Permission.
25. THAT, if the said scheduled property or whole Building of the said "VINAYAK SKYDECK" scheme is damaged or demolished for any act of God, human riots, or natural calamities or any other reasons and the party/ies of the SECOND PART shall suffered in any manner whatsoever for the same shall their sole responsibility and the party of the FIRST PART shall not responsible for the same in any manner.
26. THAT, the name of the said scheme is "VINAYAK SKYDECK" and the same shall not change in any manner in future by any members of the said scheme.

SCHEDULE
(DESCRIPTION OF THE PROPERTY)

All that piece and parcel of the property situated at MOUJE: RAYSAN, Taluka : GANDHINAGAR in the Registration District and Sub District of Gandhinagar- GUJARAT bearing Unit No. _____ on Second Floor (as per approved plan ____ Floor) of Wing No. "____" having total Built Up area of _____ Sq.Mtrs. (Carpet Area _____ Sq.Mtrs.) and _____ Sq. Mtrs.

undivided ownership right in the land and common plot, road and all amenities of the scheme known as “VINAYAK SKYDECK” constructed on N.A. Lands bearing Block/S.No. 101 PAIKI admeasuring 6934 Sq.Mtrs. which comprised in Draft Town Planning Scheme No. 19 (Raysan – Randesan - Koba) and allotted Final Plot No. 121 admeasuring 4507 Sq.Mtrs. or thereabouts and bounded as follows:-

BOUNDED AS FOLLOWS :

EAST :

WEST :

NORTH :

SOUTH :

PHOTOGRAPH OF THE PROPERTY

Address of the Property : Unit No. _____, _____ Floor
: Wing No. “____”,
“VINAYAK SKYDECK : Raysan,
Tal. & Dist. Gandhinagar.

Signature of the Vendor : _____

Signature of the Vendee : _____

IN WITNESS WHEREOF the party of the FIRST PART (VENDOR) and the party of the SECOND PART (VENDEE) have signed this SALE DEED with their free consents and the same shall be binding to them.

DATED THIS ____ DAY OF _____, 2018.

SIGNED AND DELIVERED BY
WITHIN NAMED :

M/s. PENGUIN BUILCON LLP,
a Partnership Firm through
its Administrative Partners,

1. _____
(VIKRANT VIRENDRA PUROHIT)

2. _____
(ADITYA GOENKA S/o. H. P. GOENKA)

(As the party of the FIRST PART
and/or "VENDOR")

WITNESSES:

1. _____ 2. _____

:Schedule Under Section 32 (A) of The Registration Act.:

Name & Signature		Photograph	Thumb Impression
<u>VENDOR</u>			
M/s. PENGUIN BUILCON LLP, a Partnership Firm through its Administrative Partners,			
1.	VIKRANT PUROHIT	VIRENDRA	
2.	ADITYA GOENKA S/o. H. P. GOENKA		
<u>VENDEE</u>			