

-::SALE DEED OF RS. _____::-

(RERA Regi. No. _____**)**.

THIS DEED OF SALE is made and entered into at **PARDI**, Tal. Pardi, Dist. Valsad, State: Gujarat on this _____ day of _____, **2021**.

M/S. THAKKAR AND SHAH DEVELOPERS (PAN NO. _____), A Partnership Firm constituted under the Indian Partnership Act, 1932, having its Place of Business at:- _____, represented through its Partners:-

- 1) **MR.** _____ (PAN NO. _____), Age- ____ Years, Indian Inhabitant, Occupation- _____ Business, _____ Residing at: _____, And
- 2) **MR.** _____ (PAN NO. _____), Age- ____ Years, Indian Inhabitant, Occupation- _____ Business, _____ Residing at: _____.

hereinafter referred to as "**THE SELLER**"(which expression shall, unless it be repugnant to the context or meaning thereof, be deemed mean and include their time to time partners, executors, administrators, successors and assigns) of the ONE PART.

Type of Deed	Sale Deed	Consideration	Rs. _____/-
Village Name		Flat No.	
Taluka		Floor	
District		Building `Name	
Survey No.		Flat Area	

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SELLER

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PURCHASERS

AND

 (PAN NO. _____)

Age : 27 years, Occupation :Service,
 Caste: Hindu,

2) _____

(PAN NO _____)

Age : 30 years, Occupation : Service,
 Caste: Hindu,

both are residing at : Room No. 6,Rahmabhai Ki Chawl, B/h. Sai Mandir,
 Dungra Colony, Vapi, Tal. Vapi, Dist Valasd, state: Gujarat, India. hereinafter
 referred to as “**THE PURCHASERS**”(which expression shall, unless it be
 repugnant to the context or meaning thereof, be deemed mean and include
 their legal heirs, executors, administrators, successors and assigns) of the
 OTHER PART.

WHEREAS, the Seller is absolute owner, occupier and possessor of **FLAT**
NO. _____, admeasuring about _____square meters Carpet Area, lying
 and located on _____ **Floor** Of Building known as “**SURYAKIRAN**
APARTMENT”, Constructed on land bearing amalgamated City Survey No. 801
 admeasuring 350.33 Square Meters of open land, Situated within the limits of
 Killa Pardi, within the limits of Nagarpalika, Taluka- Pardi, District- Valsad,
 Gujarat State, more particularly described in “**SCHEDULE-A**” (hereinafter
 called as **THE SAID FLAT**).

WHEREAS the purchasers have satisfied himself/herself/themselves
 about the project is constructed as per approved Plan and as per terms and
 condition of RERA Act, 2016 and PURCHASERS also satisfied our project plan
 and design and the said plan/floor plan copy attached herewith the said
 registered sale deed. **Annexure-A**.

Type of Deed	Sale Deed	Consideration	Rs._____/ -
Village Name		Flat No.	
Taluka		Floor	
District		Building `Name	
Survey No.		Flat Area	

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 SELLER

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 PURCHASERS

WHEREAS we the sellers legally registered our project under Section 5 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) of Urban Development and Urban Housing Development Sachivalaya Gandhinagar vide their notification held on __/__/2017 and as per law of The Gujarat Real estate (Regulation and Development)(General) Rules-2017 vide Registration No. _____, dated __/__/2018.- **Annexure-B.**

WHEREAS the purchasers have satisfied himself/herself/themselves about the project registered under the RERA Registration Act, and the seller fulfil all the terms and condition mentioned in RERA Registration Certificate and provided all necessary facilities on the said building and also about the specification and amenities to be provided therein-**Annexure-C.**

WHEREAS the PROMOTER is the absolute owner and possessor of the immovable property being land bearing City Survey No. 802 admeasuring 48.75 Square Meters, City Survey No. 803 towards Western Side admeasuring 78.34 Square Meters, City Survey No. 801 admeasuring 82.72 Square Meters and City Survey No. 803 towards Eastern side admeasuring 140.52 Square Meters, Situated within the limits of Killa Pardi, within the limits of Nagarpalika, Taluka- Pardi, District- Valsad, Gujarat State..

AND WHEREAS the PROMOTER had applied to City Survey Superintendent Pardi for amalgamation of the said land bearing City Survey No. 802 admeasuring 48.75 Square Meters, City Survey No. 803 towards Western Side admeasuring 78.34 Square Meters, City Survey No. 801 admeasuring 82.72 Square Meters and City Survey No. 803 towards Eastern side admeasuring 140.52 Square Meters, Situated within the limits of Killa Pardi, within the limits of Nagarpalika, Taluka- Pardi, District- Valsad, Gujarat State.

AND WHEREAS the City Survey Superintendent Pardi by his order bearing No. CTS/AMAL/VASHI/230/2018 dated 02.06.2018 had amalgamated the aforesaid City Survey Numbers and accordingly City Survey No. 801 was given as a amalgamated City Survey Number.

Type of Deed	Sale Deed	Consideration	Rs._____/-
Village Name		Flat No.	
Taluka		Floor	
District		Building `Name	
Survey No.		Flat Area	

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SELLER

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PURCHASERS

AND WHEREAS the PROMOTER had applied to Chief Officer Pardi Nagarpalika for obtaining necessary Construction Permission and after taking necessary inquiry said Chief Officer Pardi Nagarpalika Vide his Order No. BANDHKAM/REGL.2/VASHI/909 dated 07.07.2015. And the Pardi Nagar Palika have also approved the plan of the construction.

AND WHEREAS the Promoter has proposed to construct on the project land one building known as **SURYAKIRAN APARTMENT** consisting of Ground floor and 5 upper floors.

The Purchasers have agreed to purchase Flat No. _____ (more particularly described in the Schedule - A) from the Seller has agreed to sell the above said flat to the purchasers. An Agreement to Sale executed between the seller and the Purchasers vide agreement no. _____ dated _____ registered at Sub-registrar office at _____.

AND WHEREAS The Purchasers pursued deed, documents, paper and writings pertaining to the title of the said land have acquaints him/her/themselves with the title of the said land with construction thereon and have accepted the same. The Purchasers have inspected all the papers, documents, statements, agreements, writings and document plans specification, licenses authorities and all other documents.

Type of Deed	Sale Deed	Consideration	Rs._____/-
Village Name		Flat No.	
Taluka		Floor	
District		Building `Name	
Survey No.		Flat Area	

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SELLER

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PURCHASERS

AND WHEREAS the Seller has agreed with the purchasers for the absolute sale of the said Flat in Free simple and the inheritance for the lump sum consideration of **Rs.** _____/- (**_____only**) which is the present fair market values of the said Flat.

NOW THIS INDETURE WITNESS THAT in pursuance of the said agreement and in consideration of the sum of **Rs.** _____/- (**_____only**) being full and final purchase price is paid by the Seller as per the following mode of Payment:

MODE OF PAYMENT

Sr. No.	Particular	Cheque/D.D. No.	Date	Amount
1.				
2.				
3.				
	TOTAL			

Hence the Seller hereby acknowledges the above payment and passes the necessary receipt in favour of purchaser.

AND WHEREAS the physical possession of the said flat is handed over to the Purchasers today and accordingly the Seller hereby passes the rights and privileges whatsoever connected to the said property fields and enjoyed by the Seller and all the rights, title and interest claim and demand whatsoever of the Seller into upon the said immovable property and every part thereof is hereby conveyed to the purchasers by this Sale Deed.

The Seller do hereby covenant with the purchasers that the seller have in themselves good right, full power and absolute authority to sale, grant,

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Village Name		Flat No.	
Taluka		Floor	
District		Building `Name	
Survey No.		Flat Area	

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SELLER

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PURCHASERS

conveyance and assure the said property upto and to the use of Purchaser, in the matter aforesaid, and the said property shall remain and to be to the use and benefit of purchasers in the manner aforesaid and shall be held and enjoyed by the purchasers without any interruptions, disturbances, claim and demand from the seller.

AND WHEREAS the Purchasers have taken the Inspection of all the said building plans and all the titles and find them clear and have fully satisfied themselves. All the copies of the title deeds are also herewith given for their records and the purchasers hereby acknowledges the same.

The Seller is absolute owner of the said property and nobody else has any rights, title, interest, claim in the said property and seller have not created any charges over the said property. The Seller have not sold or gifted or mortgaged this property to any other person or persons in anyway transferred or agreed to transfer the said property to any part nor any or all of them or anyone with the other have borrowed, any lender or co-operative money lender of co-operative credit society or nationalised or non nationalised bank or any other party of the security of the said property.

THE PURCHASER COVENANTS WITH THE SELLER AS FOLLOWS:

- 1) The Purchasers shall not store in the said flat any goods hazardous or of combustible in nature on which are to hereby to effect the structure of the said building.
- 2) The Purchasers shall maintained at his owned the property in the good condition state and order in which delivered to him and shall abide by all bye-laws, rules and regulation of the government and any other authorities, and local bodies and shall attended answer, the responsible for all action, violation of any of the condition or a rules by laws and shall observe and perform all the terms and condition in this sale deed. It is also agreed that the purchasers shall be entered as the member of the society or association constituted by the said building owner and he shall obey all the rules and regulation of the said society or association.

Type of Deed	Sale Deed	Consideration	Rs._____-/-
Village Name		Flat No.	
Taluka		Floor	
District		Building `Name	
Survey No.		Flat Area	

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SELLER

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PURCHASERS

- 3) The purchasers hereby covenant with the Seller that they shall pay Proportionately the expenses of maintaining, repairing etc., of the man structure and in particulars, drainage, gutter and rain all water pipes etc., of the building water pipes and electric fittings in or under or upon the said building enjoyed persuaded by the purchasers in common with the other occupier of the Flat/Shop and the main entrance, passage, lending and stair cases or building as enjoyed by the purchasers or a use by them in common as aforesaid and boundary of the building, compound etc.
- 4) The Purchasers shall be also liable to contribute in the same proportion share in all expenses incurred or required for the common expenses for repairs, tenantable or heave for maintenance of the electric and water supply, Left Repairing, Savage or Drainage, for cleaning, sweeping, whitewash of the building from time to time. The Purchasers also liable to contribute his equal share for the salary of sweeper, watchman and other maintenance chares of the said building.
- 5) The Purchasers shall not keep any material in the common places such as lending, staircase, the open terrace, the vacant Places of the Said Plot and the passage lending to the building from the road.
- 6) The Purchasers shall not use the said Flat or any part thereof or a permit the same to be use for the purpose of transport godown or any industrial use and the purchasers will be entitle to park only his personal vehicle in parking area without contributing any other flat holder.
- 7) The Purchasers has/have satisfied himself/herself/themselves about the approval/design of the said building and also about the specification and amenities to be provided therein.
- 8) The VENDOR has formed a Cooperative Service Society namely, " " (hereinafter referred to as said "Project Management Body" or "Management Body") for the management, running and maintenance of common areas, common facilities and amenities of the said Project. As per the applicable provisions of the said Act the rights and interest in all the common areas, facilities and amenities of the said Project shall be transferred by the VENDOR in the name of the said Project Management Body in fiduciary capacity and the PURCHASER shall become one of the members of the said Project Management Body. The Purchaser herein gives his irrevocable consent for the same. All matters and things relating to common areas of the Project and common amenities and facilities subject to other provisions herein, in general shall be attended, managed and governed by / through Project Management Body and shall be binding upon the PURCHASER. The PURCHASER hereby agrees to abide by all the rules and regulations of the said Project Management Body. The PURCHASER herein shall not raise any dispute or objection or challenge for the same. Any attempt to do shall be null and void.
- 9) **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.**
- 10) The Purchasers shall not be entitle to claim partition of his share in the said property and/or said building and shall always remain undivided and importable.
- 11) The expenses for executing this sale deed is born and paid by the Purchaser and in future any deficit of stamp duty that may arise in respect of this sale deed, the same shall be born and paid by the purchasers.
- 12) The Purchasers shall bear necessary bill for electricity and other lawful taxes of the said flat from today onwards.

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PURCHASERS

Type of Deed	Sale Deed	Consideration	Rs._____/-
Village Name		Flat No.	
Taluka		Floor	
District		Building `Name	
Survey No.		Flat Area	

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PURCHASERS

- 13)The purchasers shall neither do any activities which damage the building structure nor change the front elevation of the said building and if the purchasers wishes to alter any internal changes then he or she or they have to obtain first written permission from the Seller or his architect. and the purchasers shall not use the said property for the commercial use or for any industrial purpose. Therefore the Purchasers shall not install any heavy machinery in the said flat, which damages or create any vibration which damages the structure or common wall between two flats of the building.
- 14)All the Government Tax, water Taxes, maintenance light bill and other revenue till the date of the possession of the purchasers is paid by the seller and thereafter all the Government Tax, water Taxes, maintenance light bill and other revenue etc. will be paid by the purchaser as a owner of the said property.
- 15)According to RERA the accountability for Five year of defect liability in construction and about the quality will be of ours. As per that reparation by modification will be done and no contract with allottee will be against conditions in provisions of law.
- 16)If any disputes related to draft Agreement/Allotment/Sale deed between Purchasers and Seller arise will be proceeded according to provisions of Real Estate (Regulations and Development) Act,2016 (RERA) and will be binding to us.
- 17)SEVERABILITY: 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.
- 18)At present value of the said flat is Rs. /- (_ only) and purchasers has affixed Rs. _ _/- (Rupees Only) Stamp Paper affixed on this Sale Deed.

:-:SCHEDULE-A:-:

:-:DESCRIPTION OF THE PROPERTY:-:

All that piece and parcel of **Flat No. __**, admeasuring about admeasuring about **__ square meters Carpet Area**, lying and located on the **_ FLOOR** of the building known as **“SURYAKIRAN APARTMENT”**

Type of Deed	Sale Deed	Consideration	Rs. _____/-
Village Name		Flat No.	
Taluka		Floor	
District		Building `Name	
Survey No.		Flat Area	

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PURCHASERS

constructed on land bearing amalgamated City Survey No. 801 admeasuring 350.33 Square Meters of open land, Situated within the limits of Killa Pardi, within the limits of Nagarpalika, Taluka- Pardi, District- Valsad, Gujarat State, bearing Municipal House No. _____ in Ward No. _____ and Bearing DGVCL Customer No. _____ including the easement rights and right to use stair case and common passage and having undivided share of _____ sq. Meters in the above referred land. **The said Flat is bounded as follow:**

On or towards the East by	:	By ;
On or towards the West by	:	By;
On or towards the North by	:	By;
On or towards the South by	:	By;

SCHEDULE-B

All that piece and parcel of N.A.land being situated and lying at Killa Pardi, within the limits of Nagarpalika, Taluka- Pardi, District- Valsad, Gujarat State, bearing amalgamated City Survey No. 801 admeasuring 350.33 Square Meters thereabout as per City Survey Property Card.

ANNEXURE-A

The residential building known as SURYAKIRAN APARTMENT with stilts and permitted upper floors in accordance to the plans, design, specifications approved by the Pardi Nagarpalika on the property more particularly described under the schedule A herein.

Type of Deed	Sale Deed	Consideration	Rs._____/-
Village Name		Flat No.	
Taluka		Floor	
District		Building `Name	
Survey No.		Flat Area	

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SELLER

PURCHASERS

ANNEXURE-B

The Gujarat Real Estate (Regulation and development)(General) Rules 2017
vide Registration No. _____.

ANNEXURE-C

LIST OF INTERNAM AMENTIES

- 1. Marble/Granite/ceramic tile flooring
- 2. Granite Kitchen platform with stainless steel sink and ceramic glazed tile dado in kitchen.
- 3. Concealed plumbing with sanitary ware and fittings of reputed brands and full height ceramic/glazed till dado in bathrooms.
- 4. 3 phase connection with good quality cable upto main DB.
- 5. Good quality telephone cable upon maintag box.
- 6. Good Quality TV cable upto splitter junction box.
- 7. Aluminum anodized/UPVC sliding window.
- 8. Solid flush doors with good quality fittings and fixtures.

Type of Deed	Sale Deed	Consideration	Rs. _____/-
Village Name		Flat No.	
Taluka		Floor	
District		Building `Name	
Survey No.		Flat Area	

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SELLER

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PURCHASERS

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures on the day and moth hereinabove written.

**SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED 'SELLER'**

M/S. THAKKAR AND SHAH DEVELOPERS
A Partnership firm
Through it's Partner's

1) _____
MR. _____

2) _____
MR. _____

**SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED 'PURCHASERS'**

1) _____

2) _____

WITNESS BY:-

1. _____
Name:-

2. _____
Name:-

Type of Deed	Sale Deed	Consideration	Rs._____/-
Village Name		Flat No.	
Taluka		Floor	
District		Building `Name	
Survey No.		Flat Area	

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SELLER

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PURCHASERS

:: 13 ::
-:: SCHEDULE -::
-:: (DESCRIPTION OF PHOTO PROPERTY) -::

-:: DESCRIPTION OF PROPERTY -::

District.		Flat No.	
Taluka.		Building's Name	
Village/City.		Admeasuring	
Survey No.			

'SELLER'

'PURCHASERS'

Type of Deed	Sale Deed	Consideration	Rs. _____/-
Village Name		Flat No.	
Taluka		Floor	
District		Building `Name	
Survey No.		Flat Area	

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SELLER

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PURCHASERS