

SALE DEED FOR AN IMMOVABLE PROPERTY being Residential
Plot/Block No. _____ IN THE SCHEME TITLED AS “TAKSH AURA” FOR
RS. _____ /- ONLY.

THIS SALE DEED is made and executed at Vadodara on _____ day of _____ 2018 by Vendor - PARTY OF FIRST PART :

M/S. AURA ASSOCIATES, (PAN NO.ABFFA 0220 Q)

A Partnership Firm named as such constituted under the Indian Partnership Act, having its office at 301 “TAKSH CLASSIC, Vasna Road, VADODARA, GUJARAT, through power vested to its authorized Partner **Ashok Dayalbhai Prajapati**, aged about 40 years, Occupation: business, address at 301 “TAKSH CLASSIC, Vasna Road, VADODARA.

hereinafter called as “Vendor”, (which expression unless it is repugnant to the context be deemed to include said Vendor firm itself, its partners from time to time, their heirs, executors, administrators, assignees, representatives, etc., of the last surviving partner) OF THE FIRST PART;

In Favour of PURCHASER/S – PARTY OF SECOND PART:

1. **Shri** _____, Aged: _____ years,
Occupation: _____, **PAN NO.** _____
2. **Shri** _____, Aged: _____ years,
Occupation: _____, **PAN NO.** _____
Both Residing at : _____

who hereinafter in the present Sale Deed shall be referred to as “Purchaser/s” which expression unless it is repugnant to the context or meaning thereof shall mean and include, the Purchaser/s himself/ herself/ themselves, his/her/their heirs, successors, assigns, legatees, attorneys, etc., being **“Purchaser/s”**,

WHEREAS the Party of the First Part – Vendor herein is absolutely seized and possessed of or otherwise well and sufficiently entitled to **Non-Agricultural lands for Residential purpose**, bearing Block No. 190 Paiki 1 (Old R.S.No.360/2) **admeasuring 48218.00 Sq.Mts.** of Mouje Village **Ankhol**, Tal. And District Vadodara. The Vendor Firm has purchased the said lands from its owners vide Three different Sale Deed registered at Sr.No.6619, 6622, dated 09.06.2016, Sr.No.10511, dated 02.08.2017 and Accordingly names of the vendor firm has been mutated revenue record vide Entry No.1422, 1423, dated 08.08.2016 and Entry No.1489, dated 04.08.2017

Also the Vendor Firm has purchased the **Non-Agricultural lands for Residential purpose**, bearing Block No. 190 Paiki 2 (Old R.S.No.360/2) **admeasuring 7683.31Sq.Mts.** of Mouje Village **Ankhol**, Tal. And District Vadodara. from Builtcon Infrastruster vide Sale Deed registered at Sr.No.10188, dated 30.07.2018 and Accordingly names of the vendor firm has been mutated revenue record vide Entry No.1568, dated 09.08.2018.

Also the Vendor Firm has purchased the **Non-Agricultural lands for Residential purpose**, bearing Block No. 189 (Old R.S.No.360/1) **admeasuring 1315Sq.Mts.** of Mouje Village **Ankhol**, Tal. And District Vadodara. from Builtcon Infrastruster vide Sale Deed registered at Sr.No.10186, dated 30.07.2018 and Accordingly names of the vendor firm has been mutated revenue record vide Entry No.1567, dated 09.08.2018. Thus the vendor firm purchases 57216.10 sq mt of land out of that the vendor firm use 26541.22 sq mt of land for TAKSH AURA PHASE II PROJECT.

AND WHEREAS, for **Block No.190 (Old R.S.No.360/2)**, admeasuring 67,887.00 Sq. Mts. the permission for non-agricultural use - residential purpose has been granted by the District Collector, Vadodara vide his order No. N.A.S.R./1110/2013-2014 Number/Land-D/Section-65/Vashi/2060 to 2068/14, dated 15.04.2014.

Out of the aforesaid NA land of **Block No.190 (Old R.S.No.360/2)** of Mouje Ankhol, adm.**67,887.00 Sq. Mts.** the Scheme titled as "**TAKSH AURA**" has been organized on the Block No. 190 Paiki 1 and 190 Paiki 2 (Old

R.S.No.360/2) **admeasuring 57216.10 Sq.Mts.** as per consolidated plan/permission issued jointly with Block No.189 of Mouje Ankhol And Block No.43 Paiki Mouje Hanumanpura by VUDA bearing No.UDA/Paln-2/Permission/76/2014, dated 22.07.2014 and Revised Permission No.UDA/Paln-2/Permission/02/2018, dated 13.06.2018 no one shall have right, power and authority to make change in the said name. However, Purchaser/s of the Unit shall be at liberty to obtain Revised Permission as and when required.

That the property described in the Schedule written hereunder and shown in the approved plans and maps being Plot/Block No. _____ having complete construction has been sold today in favour of the Party of the Second Part–Purchaser/s for a sale consideration of Rs._____/ - (in words Rs. _____only). The said amount of sale consideration has been received by the Vendor Firm till today as per following details. Therefore, the receipt there for is given that the complete sale consideration in respect of present sale deed has been received by the Vendor firm.

<u>The amount of sale consideration received.</u>			
Amount	Cheque No.	Bank	Date
Rs.			
Rs.	TOTAL		

That upon receiving the complete amount of sale consideration for the schedule property vide present Sale Deed from the Party of the Second Part Purchaser/s, the Vendor firm hereby acknowledges and admits the same to have been received completely and in exchange of the same, the schedule property is sold to you for ever and permanently vide execution of present sale deed.

NOW THIS SALE DEED WITNESSES AS UNDER:

01. The property as described in **Schedule** hereunder, with all sorts of appurtenant rights attached to the same, with a right of easement, coming and going, as well as disposal of water and all other such rights are sold to the Purchaser/s for ever and permanently upon accepting and receiving bank cleared complete sale consideration amount. Therefore, the Purchaser/s his/her/their heirs, successors, etc. all have become owners thereof and shall have a right, power and authority to use, enjoy, utilize the same, to make the construction as well as to mortgage, sale, gift and administer the same. Now the Party of the first Part Vendor herein has no/any right, title, interest, share or concern with the same. AND all the estate, 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 and the said premises hereby granted, conveyed and assured and intended or expressed so to be with their every rights 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 VUDA or any other public body, in respect thereof; And further the Vendor doth hereby covenant with the purchaser/s notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any person/s lawfully equitable or claiming by, from through under or trust for its made, done committed or willingly suffered to the contrary the vendors now oath in themselves good right, full power to grant, release, convey and assure the said **Schedule** 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 peacefully and quietly hold, enter upon, have, occupy, possess and enjoy the said property hereby granted with its appurtenances and receive rents, issues etc without any suit, lawful eviction, interruption, claim and demand whatsoever or by the Vendor or their successors/their assignees or any of them from or by any

person/s 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 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 vendors or by other person/s lawfully or in equity in the said property hereby or any part thereof by from under or in trust.

02. That the schedule property having common infrastructure facilities is sold vide present Sale Deed in favour of the Purchaser/s herein and the actual and physical possession of **Schedule** property is handed over to the Purchaser/s and such actual and physical possession has been taken over by the Purchaser/s accordingly.
03. The Vendor hereby declares that the Purchaser/s had demanded copies of all documents such as NA Orders, Const. Permissions, approved plans, revenue record, sale deeds of past owners, Title Clearance Certificate etc. in favour of present Vendor relating to the scheme lands as well as schedule property sold vide these presents. Accordingly, the Purchaser/s has been provided with all such documents as are available with the Vendor and after making scrutiny and verification of the same by the Purchaser and/or by his/their consultant, he has fully satisfied with the same. The Purchaser has been also given copy of the title clearance report in respect of scheme land to his utmost satisfaction.
04. The Vendor make clarification here that you the Purchaser(s)/Party of the Second Part have made visit of the scheme “**TAKSH AURA**” of the Second Part herein, obtained complete information of the scheme from the vendor and also seen the actual site position of the land/property to be purchased by the Purchasers at the time of booking and upon considering, understanding, thinking of all conditions

provided by the vendor you have been satisfied and accordingly purchased the property as stated in Schedule). Therefore, in future if the schedule property purchased suffers any damage from natural calamities like flood, rainy waters, earthquake or any authorities adverse decision for any other reasons than there will not be any responsibility of the vendor and you in individual capacity or jointly with other members cannot make any legal complaint in the Consumer Court or any other court. With such clear cut and specific condition, the property as described in Schedule) hereunder has been sold and executed present Sale Deed today in favour of Purchaser/s, which is and shall be acceptable, agreeable and binding to you, your heirs, successors, etc. all.

05. Further, if any service society or association of the unit Holders in the residential scheme is formed then the Purchaser/s have to become a mandatory member in the same and the purchaser/s shall extend complete co-operation and pay necessary contribution to such a body and abide by its rules and regulations and the ad hoc amount for the permanent maintenance fund for better utilization, upkeepment and maintaining the essential services in the aforesaid residential scheme shall have to be paid by the Purchaser/s to the Vendor's firm separately and the same is not getting included in the sale price. That if required the Vendors shall have a right to recover additional maintenance fund in future. Further, if any society or association of the Plot Holders in the residential scheme is formed then the Purchaser/s has to become a member in the same compulsorily and the Purchaser/s shall extend complete co-operation and pay necessary contribution to such body and abide by its rules and regulations.
6. That the Purchaser/s shall become the member of the association formed by the owners of the plots of "**TAKSH AURA**". As a member,

the Purchaser/s shall abide by the rules and by-laws framed by the association which is the administrator and supervisor of common services (Roads, recreational facilities, gardens, club house, water supply, electricity and other such services) and properties of common enjoyment and shall pay such amount as may be decided by the association for every proper maintenance of the common services. The buyer will be abide by all the resolution & conditions passed by the association from time to time. The purchaser selling his/her Unit the purchaser cease to be the member of the association and the person to whom the purchaser sells the house will become the new member of the association.

7. The Vendor hereby declared that the said land of the project is included in the T.P Scheme of Bapod/Ankhol by VUDA and TP Scheme is yet to be finalized. The Vendor also declare that the amenities charges for the said land have been paid to the Vadodara Urban Development Authority for all amenities to be provided by the authority. In the future if this T.P scheme is finalized than in such circumstances whatever incremental contribution charge or any other charge realeting to the final plot, shall be payable by the Members of "Taksh Aura" Residential Scheme and/or any portion of such land gets deducted or recognized or modified for the T.P Scheme, the same shall have to be accepted and admitted by all members of "Taksh Aura" and no dispute or complaint or suit litigation of any nature is to be raised against the Vendor/Party of the First Part, with such clear cut understanding the present Sale Deed has been executed in favour of the Purchaser.
8. The scheme titled "**TAKSH AURA**" as organized on the aforesaid lands, as per the approved layout plans sanctioned by competent authority with a provision for internal common drainage, water, telephone, street light line passing through and from roads, boundaries 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 repairs shall be incurred by the concerned owner/s and all the neighboring owner/s shall have to extend

necessary cooperation in this regard without raising any objection or dispute. All the conditions of the aforesaid scheme shall be adhered to by all the plot holders of the scheme and shall have a right and authority to occupy the same owners thereof. With this clear cut condition, the present sale deed is executed.

9. The Scheme titled as "**TAKSH AURA**" has been organized on the entire land of Block No.189, 190 of Mouje Ankhhol and Block No.43 Paiki of Mouje Hanumanpura as per consolidated plan/permission issued by Vuda so the common plot and road are common for Block No.189, 190 of Mouje Ankhhol and Block No.43 Paiki of Mouje Hanumanpura, the residents of all Three Block No. can use, usage and utilization of common plot and common road jointly without raising any objection or dispute. But Common plot of block no.192 paiki i.e Common plot of residential scheme "TAKSH VILLA" will be utilized by the members of Block no.192 Paiki i.e. members of "TAKSH VILLA".In no case the members of the both the schemes cannot have any rights on each other common plot or any other facility. With such clear cut clarification and specific condition, the present sale deed is executed.
10. Whatever taxes, cess, etc. that may be levied in respect of the schedule property up to date of sale are to be paid by the Vendor herein such taxes/outgoings respect of the schedule property after the date of sale deed are to be paid by you the Party of the Second Part.
11. That it is covenanted specifically and understood explicitly between the parties hereto, that the Purchaser/s shall be solely liable & responsible for payment of service tax or any other similar taxes/cess leviable as per prevalent rate separately with respect to the sale/construction of the plot to the Vendors/s.

12. The use of common amenities/facilities provided in the said scheme titled as "**TAKSH AURA**" such as roads, water tanks, drainage lines/septic tanks, street lights, garden and security arrangements, use, utilization and enjoyment of these and other facilities shall be made common jointly by all the members.
13. In future, the scheme name "**TAKSH AURA**" cannot be change and outer elevation by any member-purchaser and the same is to be kept permanent. With such clear cut understanding this sale deed is executed for the property described in the schedule hereunder.
14. It is covenanted here that in future, whenever the schedule property will be required to be sold/conveyed by the Purchaser to any person, institution, company, firm in that event, such a conveyance shall provide a specific clause about binding effect of this sale deed and its covenants. With this clear cut understanding, this sale deed is hereby executed.
15. That all expenses such as the stamp, registration fee, scribe fee, etc. for his sale deed, as well as the stamp duty payable at the relevant time as per provisions of prevailing Stamp Duty Act as well as penalty amount, etc. shall be paid and borne by the Purchaser/s.
16. It is covenanted that the Purchaser/s shall not use the **Schedule** property for any purpose apart from residential purpose and the Purchaser/s by accepting terms of this Sale Deed bind himself/herself/themselves, not to use the said plot for any other purpose. The purchaser/s also undertake not to carry out any construction activity outside the plot allotted to him/her/them.
17. On the basis of present Sale Deed, Purchaser/s is/are entitled to mutate your name/s in all the Government records and get the property transferred in your name/s for which necessary signatures/consents

shall be given by the Vendor. If the Vendor is unable to subscribe such signatures for any reason then the complete consent for mutating the name is to be construed under present Sale Deed. Further, in future, whenever the Purchaser/s sells the **Schedule** property, in that event the Purchaser/s shall be required and bound to make such transactions covering covenants and obligations under the present Sale Deed, which is important condition of this Sale Deed.

18. That the property sold vide present Sale Deed is a self acquired property having ownership, possession and enjoyment of the Vendor Firm herein and except the Vendors herein no body has any right, title, interest, share over the same, nor right of any nature whatsoever of maintenance or dwelling is maintained over the same nor the said property is given in favour of any body else by executing deed of any nature by way of sale, gift, mortgage or agreement to sale and that the title of the said property is clear and marketable. By giving such an assurance and trust, the sale deed in respect of the said property has been executed.

Schedule

(Description of property to be sold)

All the piece and parcel of residential **Plot/Block No. _____**, admeasuring about _____ Sq. Mts having complete construction adm. _____ Sq. Mts. in which scheme titled as "**TAKSH AURA**" Situated on the lands bearing Block No. 190 Paiki 1 & 2 (Old R.S.No.360/2) **admeasuring 55,901.10 Sq. Mts.** and Block No. 189 (Old R.S. No.360/1) **admeasuring 1,315 Sq.Mt** Totalling 57,216.10 Sq.Mt. .of Mouje Village **Ankhol**, Tal. And District Vadodara, and is bounded as under:

Towards East :

Towards West :

Towards North :

Towards South :

In witness whereof, this Sale Deed is executed by the Vendor upon sole willingness, after reading, understanding, getting acquainted with the contents thereof and in consciousness and without any threat or pressure, the same is and shall be acceptable, agreeable and binding to the Vendor, its partners from time to time, their heirs & successors.

Signed by Vendor firm

M/S. AURA ASSOCIATES Through Its

Partner :

(Ashok Dayalbhai Prajapati)

In Witness:

1. _____

2. _____

Schedule

Registration Act 1908 Section 32 (A)

Vendor
M/S. AURA ASSOCIATES Through Its
Partner :

(Ashok Dayalbhai Prajapati)

The Purchaser

Identification of Property

Address of Property Plot no. "TAKSH AURA" _____ Mouje
Village **Ankhol** Vadodara.

Vendor

Purchaser

_____ 1 _____
M / S. AURA ASSOCIATES Through
Its Partner :
(Ashok Dayalbhai Prajapati)

2 _____

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