

SALE DEED

FOR an IMMOVABLE PROPERTY BEING FLAT NO. _____ ON
_____ FLOOR IN TOWER - __ IN TOWER - _____ IN THE SCHEME
TITLED AS "ATMIYA SELENITE" FOR RS. _____/- ONLY.

(RERA REGISTRATION NUMBER _____, dt. _____)

THIS SALE DEED is executed on ____ TH Day of _____, 2022 by

Sanmita Realty Private Limited, A Company Registered under the provisions of Companies Act, through its Director / authorized person/signatory Mr. _____, Aged-____ Years, Occupation: Business, Having their office at _____, 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 his heirs, successors, assignees, etc.) **The Party of the First Part.**

IN FAVOUR OF

_____ Aged _____ Adult (PAN: _____) residing at _____Gujarat. (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 Vendor i.e. party of the First part are the absolute owner of the land bearing Revenue Survey No. 912, Final Plot No. 108/2, Town Planning Scheme No. 63 having total area admeasuring 2849 Sq. Mtrs in village Gotri, in



Registration District Vadodara sub-district Vadodara. Said entire land was of the ownership of Manjulaben Dhanjibhai Patanwadiya, Rajendrabhai Dhanjibhai Patanwadiya and others and their names were mutated / recorded in the revenue record. Said entire land was originally agriculture land and necessary permission to use land for non agriculture purpose was granted by Collector, Vadodara vide NA permission/ order No. 1589/19/18/023/2019 dt. 03-12-2019. Said the then owners i.e. Manjulaben Dhanjibhai Patanwadiya, Rajendrabhai Dhanjibhai Patanwadiya and others sold said entire land to Sanmita Realty Private Limited vide sale deed dt. 25-10-2021, Regn No. 11059 and on the basis of the same they became owners and occupants of the said land, and their name is also mutated in revenue record.

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Thus, said entire land was originally agriculture land and necessary permission to use land for non agriculture purpose is obtained vide Order No. No. 1589/19/18/023/2019 dt. 03-12-2019 issued by Collector, Vadodara. Said present vendor has obtained separate construction permission / Raja Chitthi No. Ward/11-HB-110/2021-2022 dt. 31-03-2022 issued by Vadodara Mahanagarपालिका for development of said above referred entire land and accordingly scheme known as "ATMIYA SELENITE" has been developed by the vendor herein. Thus, on the basis of the same he has constructed/developed the scheme "ATMIYA SELENITE".

That, The Party of the Second Part is 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 fully constructed property together with proportionate floor space index of FLAT NO. ____ On ____ Floor in Tower - __, more particularly described in schedule hereto, and considering all the aspects the total consideration i.e. sale price is fixed at Rs. ____/-.

Necessary, agreement to sale has been executed between the parties hereto vide agreement to sale dt. _____, Regn No. _____ and in view of and with reference to the terms and conditions as mentioned therein, present sale deed is executed between the parties hereto.



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.	
Carpet Area	
Wash Area	
Adjacent Terrace	
Proportionate share in land	
Total Sale Consideration	Rs.00,00,000/-

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. ____ On ____ Floor in Tower - __ 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 land as well as construction, as per the following details.

Details of sale consideration received:

Rs. 000,000.00 Vide Cheque No. _____, dt. ____ of _____ Bank.

Rs. _____/- Rupees Ten Lacs Forty Thousand Only..

Thus, Vendor by acknowledging and admitting the aforesaid sale

consideration for the undivided land as well fully constructed FLAT NO. _____ On _____ Floor in Tower - ____ having been received by them for the aforesaid flat and in exchange of the same, the FLAT NO. _____ On _____ Floor in Tower - ____ mentioned in the Schedule written hereunder is sold in favour of the Purchaser forever and permanently, with all the rights as an owner.

- 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 forever, with the right of easement, coming and going, disposal of water and all other rights, together with all the owner hip 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/their 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 grant and assure unto the Purchaser the said FLAT NO. _____ On _____ Floor in Tower - ____ , 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, underground 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. It is expressly agreed between the parties hereto, that all the rights i.e. owner hip and/or incidental possessory rights of the terrace of the said **ATMIYA SELENITE**, will remain with the Vendor i.e. party of the first part , and the purchaser will not have any exclusive right, title, interest and right of usage and occupation in any other manner in respect of the terrace of the said **ATMIYA SELENITE**. There are many towers in present scheme and in each tower, penthouses are constructed, in the concern pent house flats, adjacent terraces are provided, rights for the said terrace adjacent to Pent House will be given to concern pent houses only and no other occupant/owner will have any right, title, interest in respect of said terraces adjacent to pent houses.

It is specifically agreed between the parties hereto that, purchasers/Occupants/association of occupants will have joint right to use, occupy and enjoy the terrace of the concern tower – building for personal use. In any case such purchasers/Occupants/association of occupants will not have exclusive rights to use occupy and enjoy, own the terrace and other common area of the premises, their possessory rights will not be against the owner hip and possessory rights of the owner /promoters/developers. The owner i.e. Vendor / Developers/ Promoters will be entitled to use occupy and own such terrace and other common areas which are not against the any provision of any law.

05) .

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 Mahanagarपालिका or Vadodara Urban Development Authority any other public body, company in respect thereof and the Vendor both 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 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 has 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 and/or periodical maintenance charges if found necessary in future to the Vendor, developers 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 in the elevation, doors, windows, colour scheme, displaying boards on the outskirts or terrace. The **"ATMIYA SELENITE"** is constructed on frame structure and hence, Purchaser as well as other occupants/flat owner shall not have a right to make any change in the frame structure 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 expenses by sharing the cost of repairs proportionately between them. With this specific and clear-cut condition, the present Sale Deed is executed.

- 10) The scheme 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 Developers 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 member shall lodge any objection and raise dispute. With this clear-cut condition, the present sale deed is executed.
- 11) The property having complete construction sold vide the present Sale Deed and as described in the Schedule is of the owner hip, 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.
- 12) The titles of the said property are clear and marketable as per the Title Clearance Certificate. Similarly, the Vendor has 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.
- 13) The Purchaser has also verified and satisfied himself as to



measurement schedule of concern property on site and quality of the construction made in the said project. The Purchasers assures that the investigations, made by them, are complete and they are fully satisfied that the Owner/Vendor/Developer is competent to enter into this agreement i.e. Sale Deed.

- 14) 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 and Developers / Promoter as per the agreement for sale relating to such development is brought to the notice of the Owner and Developers / Promoter within a period of 5 (five) years by the Allottee/purchaser from the date of handing over possession, it shall be the duty of the Owner and Developers / Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner / Promoter's failure to rectify such defects within such time, the aggrieved Allottee/Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act
- 15) The Purchasers acknowledges that the Owner/Vendor/Developer has readily provided all information & clarification as required by them. Moreover, he has not unduly relied upon and is not influenced by any architect plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Owner/Vendor/Developer and/or its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the property and/or the Said Project and/or the Said Unit and/or the size or dimensions of the Said Unit or any other physical characteristics thereof. It is further clarified that the services provided by the Owner/Vendor/Developer, the estimated facilities/amenities/services made available to Purchasers or any other data except as specifically represented in this Sale Deed and the application form as mentioned above and that Purchasers have relied solely on his own judgments and investigations in deciding to enter into this Sale Deed to purchase the Said Unit. No oral or other written representations or statements shall be considered to be part of this Sale Deed and that this Sale Deed is self-contained and complete in



itself in all respects.

The Purchaser have confirmed to the Owner/Vendor/Developer that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, statutory provisions including but not limited to the terms and conditions of the said permissions, as applicable to "Said Project" in general and particularly in context with the 'Said Unit' and the terms and conditions contained in this deed and that they have clearly understood their rights, duties, responsibilities, obligations etc. under each and all the clauses of the said Agreement.

- 16) If any provision of this deed 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.
- (17) Any Dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 Rules and Regulation, thereunder.
- (18) The project "ATMIYA SELENITE" in which the concern property is situated i.e. property mentioned in the Schedule hereto is registered under Real Estate Regulatory Act and having registration No. _____ dt. __-__-2021.
- 19) The Pramoter/vendor shall not have any exclusive claim over Additional FSI and terrace rights after building occupation Certificate has been obtained, such rights if any will be enclosed by society of purchasers.



20) That Promoter shall here declare that, they have not right and or not have any claim over FSI upon captioned project land and they i.e. Promoter have also not claim any Terrace Right only and after Completion Permission / Building Use permission has been obtained. All the rights will be transferred to Proposed Association and society only. However, after receipt of B.U. Permission for the said scheme, the right, share of additional F.S.I. common area, etc. of the Promoter will not survive. Its entire right, share shall be of the society or the Association

21) ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

Every allottee of the apartment, plot or building as the case may be, shall participate towards the formation of an association or society or cooperative society of the allottees, or a federation of the same

SCHEDULE

A Flat No. ATMIYA SELENITE on _____ Floor in Tower - ____ having carpet area admeasuring _____ sq.mtrs Balcony area admeasuring _____ Sq.mtrs and share in common area admeasuring _____ Sq.mtrs and share in undivided land area admeasuring _____ Sq.mtrs (as per RERA Guideline) on _____ Floor in the "ATMIYA SELENITE" Said "ATMIYA SELENITE" is situated in land bearing Revenue Survey No. 912, Final Plot No. 108/2, Town Planning Scheme No. 63 having total area admeasuring 2849 Sq. Mtrs in village Gotri, in Registration District Vadodara sub-district Vadodara. Said Flat No. ATMIYA SELENITE on _____ Floor in Tower - ____ of "ATMIYA SELENITE" is sold to The Party of the Second Part. Said property is bounded as under.

East :

West :

North :



South :

ENTIFY THE SCHEDULE PROPERTY

Postal Address of Property: FLAT NO. _____ On _____ Floor in Tower - __
in ATMIYA SELENITE, Nr. Nandalaya Haveli,
Gotri Road, 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.

Sanmita Realty Private Limited, A Company Registered under the provisions of Companies Act, through its Director / authorized person/signatory
Mr. _____
Owner / Promoter
OWNER/VENDOR
(The party of the first part)

PURCHASER
(The Party of the Second Part)

Witness No. 1

Witness No. 2

SCHEDULE AS PER SEC. 32 (A) OF THE REGISTRATION ACT, 1908.

Sanmita Realty Private Limited, A Company Registered under the provisions of
Companies Act, through its **Director / authorized person**/signatory

Mr. _____

Owner / Promoter

OWNER/VENDOR

(The party of the first part)

PURCHASER

(The Party of the Second Part)

