

SALE DEED
“SANIDHYA CELOSIA”

This **SALE DEED** executed at **VADODARA** on this **Date :/...../2022** of **VILLA NO.** situated in the Scheme namely **“SANIDHYA CELOSIA”** of Rs./- **Rupees Only.**

EXECUTOR / LAND OWNER / FIRST PARTY / VENDOR / LAND OWNERS :

M/s. SHREE BALAJI BUILDERS, [PAN : AEOFS 8800 A], a partnership Firm through its authorized partners

(1) UMESH DEVILAL AGRAWAL, [Aadhaar No. 3757-1293-4371]

Aged adult, Occupation Business,

(2) KALPESHKUMAR MAHENDRABHAI SHAH, [Aadhaar No. 9101-0135-1736]

Aged adult, Occupation Business,

Firm Address at FF / 16, Shreenath Avenue, Bhayli T. P. – 4, Bhayli, Vadodara.
(Hereinafter referred to as **“The FIRST PARTY”** or **“VENDOR / LAND OWNER”** or **“DEVELOPER / PROMOTER”** in this Sale Deed and in the meaning of the word the **Partnership Firm of First Party** and present and time to time partners of firm and newly admitted partners and their heirs, guardian, successors, Assignees, Administrators, executors etc. all have been included.)

AND

THE EXECUTANT / SECOND PARTY / VENDEE / PURCHASER / ALLOTTEE :

(1), [Aadhaar No.]

Aged years, Occupation, [pan :]

(2), [Aadhaar No.]

Aged years, Occupation, [PAN :]

residing at

(Hereinafter referred in this SALE DEED shall be referred to as **“THE SECOND PARTY”** or **“PURCHASER / ALLOTTEE / VENDEE”** or **“YOU”** in this Agreement for Sale and in the meaning of the word the **SECOND PARTY** and / or his / her / their heirs, guardian, successors, Assignees, Executors, Administrators etc. all have been included.)

We the First Party had jointly execute this Sale Deed willingly in favour of You / the SECOND PARTY that :

1. (A) WHEREAS, the Vendor / Land Owner is / are the owner of an immovable property being piece or parcel of freehold **Non - Agricultural Land** bearing **Revenue Survey No. 740 (adm. 11129-00 Sq. Mt.), Old Survey No. 1062, Draft T. P. Scheme No. 27 – A (Bil), Final Plot No. 309, adm. 6677-00 Sq. Mt. N.A. land** in the village moje **BIL** of Registration District **Vadodara**, Registration Sub - District **Vadodara** or there about more particularly described in the **SCHEDULE** hereunder written (hereinafter referred to as “**THE PROJECT LAND**”).

(B) WHEREAS, the land being piece or parcel of land bearing **Non - Agricultural Land** bearing **Revenue Survey No. 740 (adm. 11129-00 Sq. Mt.), Old Survey No. 1062, Draft T. P. Scheme No. 27 – A (Bil), Final Plot No. 309, adm. 6677-00 Sq. Mt. N.A. land** in the village moje **BIL** of Registration District **Vadodara**, Registration Sub - District **Vadodara** has been purchase by **FIRST PARTY** from previous land owners – **Patel Ramanbhai Dhanjibhai and Patel Hasmukhbhai Chaganbhai** and the said Sale Deed has been registered in the office of Sub-Registrar, Vadodara vide **Registration Sr. No. 8139**, dated **22/04/2022** and **FIRST PARTY** have become owner of the said property and the said property is running in Revenue Record (6, 7/12, 8-A) in the name of the first party and it has been entered vide **Revenue Entry No. 7802, dated 12/05/2022**. Thus, the first party became independent ownership, possession and occupation of the said land.

(C) That, the Competent Authority, Collector, Vadodara had issued Non – Agricultural Order vide its order No. NA / SR / 493 / 2013 – 14, No. Land – D / Sec – 65 / Vasi / 3662 to 3670 / 14, dated 16/06/2014 for used of captioned land being **Revenue Survey No. 740 (Survey No. 1062), adm. 11129-00 Sq. Mt. land** in the village moje **BIL**, Vadodara for Non-Agriculture residential purposed AND entry for the same was mutated in the Revenue Records vide R. E. No. **5707, dated 12/01/2015**.

That, the Competent Authority, Collector, Vadodara had issued Revised Non – Agricultural Order vide its order No. 536 / 19 / 02 / 043 / 2021, dated 28/05/2021 for used of captioned land being **Survey No. 740**,

adm. 3600-00 Sq. Mt. out of 11129-00 Sq. Mt. land in the village moje **BIL, Vadodara** for Non-Agriculture Multipurpose purposed AND entry for the same was mutated in the Revenue Records vide R. E. No. **7535, dated 28/05/2021.**

(D)That, the Construction permission to make construction in **Non - Agricultural Land** bearing **Revenue Survey No. 740, Draft T. P. Scheme No. 27 - A, Final Plot No. 309, adm. 6677-00 Sq. Mt. NA land** in the village moje **BIL, Vadodara** has been given by **Vadodara Municipal Corporation** vide Development Permission (Raja Chitthi) No. **003LD21220096, dated 01/03/2022** and as per the said permission in the land of the scheme in the name of **“SANIDHYA CELOSIA”** has been organized.

(F) AND WHEREAS, the Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority **Certificate, Date** Thus, all parties are here agreed for all clauses of RERA are to be legally bound to all parties of the said Sale Deed. That, the party of the First Part / Land owner and Second party / Developer have been executed an Agreement for Sale as per RERA Model Agreement and said Agreement for Sale has been Registered with Office of Sub – Registrar, Vadodara vide Reg. Sr. No., dated and or before Notary Public vide Notary Sr. No., dated Thus, all the parties are bounded by all the clauses / rules of the law. The party of the Second / Purchaser have been checked all the land documents, evidences, Approval Map, Construction Drawing, Title Clearance Certificate, Development Permission

2. Whereas, We / First party / Land Owners / executor Developer had sell said **VILLA** shown in **SCHEDULE** below to the Second party / Purchaser in the amount of consideration **Rs...../- Rupees** **Only.** And the said amount of consideration has been fully received by us as per the details below and in lieu of the said amount of consideration we have executed this Sale Deed. Today we / executors will have to hand over physical possession of the said **VILLA** to you / the Second Party and you / the Second Party / Purchaser will have to accept physical possession of the **VILLA** mentioned in the said **SCHEDULE** with ownership right. AND if within a period of five years from

the date of handing over the property sold to the purchaser, the purchaser brings to the notice of the developer any structural defect in the property sold to the purchaser of the said **SCHEME** or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the developer at his own cost and in case it is not possible to rectify such defects, then the purchaser shall be entitled to receive from the developer, compensation for such defect in the manner as provided under the Act. Provided that the developer shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the developer or beyond the control of the developer.

Amount (Rs.)	Date	Chq. / D.D.	Bank / Other

3. We the executors have not created any encumbrance or lien, mortgage, charge of any person, Bank, Shroff or Financial institution on the said land and we have not written the said property in security of any person and there is no attachment or injunction order of court and we have not executed any sale or transfer Agreement or we have not executed any Banakhat or Gift Agreement or not executed any written or oral agreement in favour of any person or institute. And we / executors assure that the title of property sold to you is clear and marketable.
4. We have already paid all the Government and Semi-Government Tax, Taxes of Vadodara Mahanagar Seva Sadan / VUDA and revenue tax regarding the said land property till today and after execution of this Sale Deed, you the Second Party / purchaser will have to pay all taxes and charges. But after execution of Sale Deed in future if any tax is found unpaid till today, we the executors have to pay such amount and we assure and undertake of it. You / the Second Party / Purchaser have paid all the expense of this Sale Deed like Stamp Duty, Registration Fee, Writing Fee etc. and in future if any additional stamp duty is required to be paid, you / the First Party / Purchaser have to pay all such taxes. And Second Party / Purchaser’s also liable to pay Development Charges,

Service Tax, Expenses for name transfer in revenue record, Corporation Tax, Mahesul etc. as per norms.

5. We / First Party / Land Owners and Second Party / Developer the sellers have sold the property shown in **SCHEDULE** below to you the Second Party / purchaser with all relevant right and with right in water, drainage, Gas connection, Light, Toilet, Bathroom, Telephone, Dish, Internet, Street Light etc. common facilities and with right of getting air and light and with right in internal society road and disposal of water as member of "**SANIDHYA CELOSIA**" with ownership right today. Therefore you / the Second Party / Purchaser have become owner of the property mentioned in the said **SCHEDULE** and you have right to occupy the said property following rules of society. You have full right from today on the property mentioned in **SCHEDULE** below and from now we and our heirs, guardian, successors have no right, part, share, claim, and interest in the said property.
6. You / the Second Party / Purchaser have become independent owner of the property sold to you by executors and on the basis of the said Sale Deed, you can get the said property transferred in your name in City Survey Office, Vadodara Mahanagar Seva Sadan Office, Madhya Gujarat Vij Company Ltd., Revenue Record and in Government and Semi-Government and other institute and we the executors are bound to give you necessary signature-consent whenever and wherever required but you have to bear all the expense regarding the said proceeding.
7. The property for sale is located / situated in "**SANIDHYA CELOSIA**". Therefore, if all the members of the scheme come together to form a development board or association for maintenance, upkeep, cleaning, maintenance, common maintenance, charges, then you / Second Party / Purchaser is the writer will have to become a compulsory member and must abide by its policy rules. Therefore, you are entitled to get all the rights and entitlements that all the members of the scheme are entitled to and you have to pay the administration expenses, common expenses / common expenses as well.
8. All the members of the scheme will have to pay the same share as the maintenance cost of the common light etc. of the said scheme, light bill and all the expenses like repair cost, maintenance, charges etc. of the

mass consumption and the cost of innovation will be borne equally by all the members of the complex.

9. No member is to make any change in the colour, elevation etc., of the said scheme. Any change in the structure of the said project such as improvement of orb / bimb or column may not be made under any circumstances now or in future but if any increase or decrease in construction of interior walls, orbs or columns or heavy machinery etc. is required, consult a Government Certified Structural Consultant. And NOC after obtaining permission and from the Association of Property Co-Owners Will be able to do only after getting. As shown in the map approved by the Vadodara Mahanagar Seva Sadan / Municipal Corporation for the construction of the entire scheme named **"SANIDHYA CELOSIA"** as shown in the construction map, no member can seek personal ownership in open land in any way now or in future. And other members of the entire scheme are bound and will remain.
10. The walls of the property sold in the below **SCHEDULE** which are adjacent to the adjacent property and all the walls of the upper-lower slab shall be considered as the joint of both and shall be measured from the midpoint of the wall.
11. You / the Purchaser may not in any way claim ownership or claim a separate share in all the amenities of the entire **"SANIDHYA CELOSIA"**.
12. In future if you / purchaser may sell, mortgage or transfer the property mentioned in Schedule below at that time the purchaser can sell or transfer or mortgage the rights and authority following the rules shown above in document and following the conditions decided from time to time and with the rights and authority which you have acquired through this Sale Deed and with such clarity this Sale Deed has been executed.
13. In this scheme, if the required expenses cannot be met from the interest of the amount of maintenance charge given by the members for that SCHEME, then the amount of additional maintenance charge has to be collected from all the members of the scheme and the fixed amount of additional expenses has to be paid by each member equally.
14. **DISPUTE RESOLUTION :**

Any dispute between parties shall be settled amicably. In case of failure to settled 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 Regulations, hereunder.

15. **SEVERABILITY :**

If any provision of this Sale Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made hereunder or under other applicable laws, such provisions of the Sale Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to conform to Act or the Rules and Regulations made hereunder or the applicable law, as the case may be, and the remaining provisions of this Sale Deed shall remain valid and enforceable as applicable at the time of execution of this Sale Deed.

16. 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 only.

SCHEDULE
(DESCRIPTION OF PROPERTY SOLD TO YOU)

That Registration Dist. and Sub. District **Vadodara** within in village moje **BIL** bearing **NON - AGRICULTURAL LAND** bearing **Revenue Survey No. 740 (adm. 11129-00 Sq. Mt.)**, Old Survey No. 1062, Draft T. P. Scheme No. 27 - A (BIL), Final Plot No. 309, adm. 6677-00 Sq. Mt. NA land in the scheme known as **“SANIDHYA CELOSIA”** has been organized, and in the said scheme below mentioned property has been sold to you.

VILLA No.	Plot Area. (Sq. Mt.)	Undivided share of common land area (Sq. Mt.)	Total area (Sq. Mt.)	Built Up Area (Sq. Mt.)	Carpet Area (Sq. Mt.)

Four boundaries are as under :

East :

West :

North :

South :

This Sale Deed has been executed by us / First party / Land Owners / Developers willingly in favour of you / the Second Party today after reading, getting it read, understanding, thinking, sensible, without having liquor and without threaten of any person without any misunderstanding, in sound state of mind which is agreeable and binding to us and our heirs, guardian, successors and will be and in witness thereof we have signed below it in presence of witness.

Place : **VADODARA**

Date :/...../2022

EXECUTOR / LAND OWNER / FIRST PARTY / VENDOR / LAND OWNERS:

M/s. SHREE BALAJI BUILDERS, a partnership firm through administrative partners ...

UMESH DEVILAL AGRAWAL

KALPESHKUMAR MAHENDRABHAI SHAH

WITNESS

.....

.....

PROPERTY PHOTO

SANIDHYA CELOSIA, Opp. Casa Lakeside, Bil – Chapad Road, Vadodara.

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According to Schedule Under Registration Act, 1908 -
Section 32 (A)

THE EXECUTANT / SECOND PARTY / VENDEE / PURCHASER / ALLOTTEE :

EXECUTOR / LAND OWNER / FIRST PARTY / VENDOR / LAND OWNERS:

M/s. SHREE BALAJI BUILDERS, a partnership firm through
administrative partners

MAHESH DEVILAL AGRAWAL

KALPESHKUMAR MAHENDRABHAI SHAH

દસ્તાવેજ નંબર : તારીખ : / / ૨૦૨૨

:: પરિશિષ્ટ ::

નોંધણી અધિનિયમ-૧૯૦૮ ની કલમ – ૩૪ ની પેટા કલમ – ૩ મુજબનું ચેકલીસ્ટ

અ.નં.	પ્રશ્ન	જવાબ (હા/ના)
લખી આપનાર / સંમતિ આપનાર કે તેઓના કુ.મુ. ને પુછવાના પ્રશ્નો :		
૧	લેખમાં દર્શાવ્યા મુજબે વડોદરા ના મોજે ગામ બીલ ની સીમમાં રેવન્યુ સર્વે નંબર : ૭૪૦, જુનો સર્વે નંબર : ૧૦૬૨, ડ્રાફ્ટ ટી. પી. સ્કીમ નંબર : ૨૭ - એ, એફ.પી. નંબર : ૩૦૯, ક્ષેત્રફળ : ૬૬૭૭-૦૦ ચો. મીટર વાળી બિન ખેતીવાળી જમીનમાં આયોજીત “ SANIDHYA CELOSIA ” નામની યોજના પેકી વીલા નંબર : નો વેચાણ દસ્તાવેજ લેખ કરી આપેલ છે?	હા
૨	લેખમાં દર્શાવ્યા મુજબે મિલકતનું પ્લોટનું ક્ષેત્રફળ : ચો.મી. તથા વણવહેંચાયેલ જમીનનું ક્ષેત્રફળ : ચો. મીટર મળી કુલ ક્ષેત્રફળ : અને જેનું બાંધકામનું ક્ષેત્રફળ : ચો. મીટર બીલ્ડઅપ અને કારપેટ એરીયાનું ક્ષેત્રફળ : ચો. મીટર છે, તે મિલકત માટે લેખ / વેચાણ દસ્તાવેજથી વેચાણ આપેલ છે?	હા
૩	લેખમાં દર્શાવ્યા મુજબની વિગતે અવેજની રકમ મળેલ છે?	હા
૪	લેખમાં દર્શાવેલ વિગતો વાંચી, વંચાવીને, સમજી, વિચારીને તમે પોતે જાતે જ સહી/અંગુઠાન છાપ કરેલ છે તેમ કબુલ રાખો છો?	હા
૫	પાવર ઓફ એટર્ની આપનાર દસ્તાવેજની તારીખે હયાત છે?	-----
૬	પાવર ઓફ એટર્નીના લેખમાં પાવર ઓફ એટર્ની આપનાર વ્યક્તિ/ઓએ સહી/અંગુઠાનું નિશાન કરેલ છે?	-----
૭	પાવર ઓફ એટર્નીનો લેખ દસ્તાવેજની તારીખે અમલમાં છે?	-----
૮	ઓળખાણ આપવા સારૂ તમને ઓળખતા હોય તેવી વ્યક્તિઓ સાથે લાવ્યા છો?	હા
ઓળખાણ આપનાર / સાક્ષી ને પુછવાના પ્રશ્નો :		
૧	દસ્તાવેજ લખી આપનાર વ્યક્તિ/ઓ કે જેઓએ કબુલાત આપી તેઓને તમે જાતે ઓળખો છો?	હા
૨	દસ્તાવેજમાં લખેલ નામ અને કબુલાત આપનાર વ્યક્તિ/ઓ એક જ છે?	હા
૩	કોઈ વ્યક્તિએ ખોટું નામ ધારણ કરીને કબુલાત આપી નથી એવી તમે ખાતરી આપો છો?	હા

લખી આપનાર / સંમતિ આપનાર/કુ.મુ.ની સહી

M/s. SHREE BALAJI BUILDERS, a partnership
firm through administrative partners

ઓળખાણ આપનાર (સાક્ષી) ની સહી :

સબ - રજીસ્ટ્રારની સહી :