

SALE – DEED

THIS DEED OF SALE is executed today on this ____ th day of _____, 20____ at Baroda BETWEEN

1) _____ Age: Adult, Occupation: _____ (PAN No. _____) And 2) _____, Age: Adult, Occupation : _____ (PAN No. : _____) both residing at _____, Vadodara (hereinafter will be referred to (jointly) as “the Purchasers” the party of the First Part, which expression shall mean and include all his/her/their successors, executors, administrators, assignees, etc.)

AND

KRUPESHBHAI N. PATEL & NAVINBHAI N. PATEL (PAN NO. ADHPP6422B) representing through its Authorised Signatory- _____ age : _____, Occupation : _____ Residing at _____ (hereinafter referred to as the “OWNER/SELLER/VENDOR” which expression shall unless, repugnant and opposed to context hereof include their partners, heirs, administrators, assigns on the Second Part) which as under :

WHEREAS the Owners/Sellers, the party of the Second part are well and sufficiently entitled to The properties being 1) The Land admeasuring 39,862.00 Sq. Mtrs. Of Block No.: 44 & 69 Village - Khanpur in the Registration District Sub- District Vadodara.

WHEREAS the Owner/Seller, the party of the Second Part, has purchased the property being The Land admeasuring 39,862.00 Sq. Mtrs. Of Block No.: 44 Village - Khanpur from its earlier Owner - Jashbhai Bakorbhai Kumbhar, Tribhovanbhai Bakorbhai Kumbhar, Dalsukhbhai bakorbhai Kumbhar, Narmadaben Bakorbhai Kumbhar, Kamlaben Ranchodbhai Kumbhar, Mahendrabhai Ranchodbhai Kumbhar, Jagdishbhai Ranchodbhai Kumbhar, Hanshaben Ranchodbhai Kumbhar on Dt. 20.02.2008 by registered Sale-deed vide Registration Entry No. 1815 and Block No. 69 Village - Khanpur from its earlier Owner – Rinki S. Gandhi, Sonal S. Gandhi through her POA holder Rinki S. Gandhi and Master Aniruddh Gandhi through his Guardian Alpana R. Gandhi on Dt. 17.05.2012 by registered Sale-deed vide Registration Entry No. 6138 and thus, the present Owner/Seller became the absolute owner of the said properties and as on today are in occupation and possession of the said properties as true and lawful owner without any charge lien or encumbrances and that the name of the Owner/Seller has been mutated and entered into all City Survey Records.

WHEREAS the Non-agricultural Permission for Residential Use in respect of the said property was granted by The Collector, Vadodara vide Nos. _____, Dtd. _____. The Owner/Seller KRUPESHBHAI N. PATEL & NAVINBHAI N. PATEL has applied for Revise Non-Agricultural Permission for Residential Use of the said properties being Block No. 44 & 69, total admeasuring 39,862.00 Sq. Mtrs. and the same has been granted by the Collector, Vadodara on Dt. _____ vide Order No. _____. The Entry to this effect has been made in to the Property card/7-12 of the said Property on _____ vide Entry No. ___, which is duly verified and certified by the competent authority.

WHEREAS the Seller are willing and desirous of developing the said property by making provision for the construction of Residential Units with all latest amenities. Therefore, the Seller has also obtained the Construction Permission as per approved lay-out plan in respect of the subject properties from Vadodara Mahanagar Seva Sadan vide Permission No. 220/2013, Dtd. 03.03.2014 for construction of ___Nos. of Bungalows.

WHEREAS In accordance with the above referred Construction Permission/s, construction work is completed and necessary Occupation Certificate is issued by the Vadodara Mahanagar Seva Sadan on _____ vide No. _____.

WHEREAS the Vendor has floated a Scheme in the name of “**Greenwoods Serenity**” comprising of ___Nos. of Bungalow constructed by the party of the Second Part.

WHEREAS the party of the First Part has shown their readiness and willingness to purchase the being Unit No. _____ admeasuring _____ Sq. Mtrs Carpet Area of “**Greenwoods Serenity**” along with right to park ___ Car/s all the rights and ways attached thereto and belonging to the said property as a part and parcel thereof alongwith appurtenances thereto more particularly described in the Schedule II hereunder, and the party of the Second Part have agreed to sell the said property to the Party of the First Part and The Parties have executed an Agreement to Sell Dtd. _____ and as per the terms and conditions of the said agreement the parties have executed this Sale-deed and the terms and conditions of the said Agreement to sell as well as this present Sale-deed are bindings to the present parties.

AND WHEREAS the Purchaser i.e. the Party of the First Part has agreed to purchase the above referred property from the Seller i.e. the party of the Second Part by executing this Sale Deed in his/their favour as under :

NOW THIS DEED WITNESSETH AS UNDER: -

1. That the Purchaser has agreed to purchase and the Seller has agreed to sell the said property for the consideration of Rs. _____ /- (Rupees _____ only) and an Earnest Money of Rs. _____ has been paid on _____ vide Cheque/DD No. _____ Dtd. _____ drawn on _____ while executing an Agreement to Sell on _____ and the balance consideration amount of Rs. _____ has been paid to the Seller as detailed below. Thus, the Purchaser has paid the total consideration of Sale price today.

<u>Sr.No.</u>	<u>Particulars</u>	<u>Amount in Rs.</u>
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(Rupees _____ only)

The Party of the Second Part i.e. the Seller hereby acknowledges the receipt of the above consideration from the Purchaser. In consideration thereof the Seller has sold the property particularly described in the Schedule II hereunder together with all the rights, ways, liberties, privileges, easements and other appurtenances in common whatsoever together with right in the undivided land of Internal roads of the said Scheme, Common facilities/amenities etc. more particularly described in the Schedule II of the said **GREENWOODS SERENITY** Scheme. And further, the Seller has handed over the full, vacant and exclusive possession of the said property today. The Seller further grants and conveys rights to the Purchaser to have and hold the said property absolutely and forever free from any encumbrances, charges, claims and demands whatsoever.

2. The Seller do hereby conveys and transfers by way of sale and absolutely assign unto the Purchaser/s forever all the rights, titles and interest of the Seller whatsoever at law or otherwise in the said property together with light, liberties, accesses, ways, waters, water courses, privileges, easements, path, passages, profits, advantages, rights and appurtenance together with all the common amenities in the said premises to hold the same and to the use of the Purchaser forever. Thus, all the rights of the Sellers have been transferred to the Purchaser by this Sale Deed.

3. The Seller does hereby covenants with the Purchaser that notwithstanding any act, deed, matter or thing by the Seller done, executed, omitted or knowingly suffered to the contrary, the Seller now has good title, right, full power and absolute authority to sell, transfer, convey and absolutely assign the said premises unto and to the use of the Purchaser in the manner aforesaid and that the said premises and every part thereof shall remain and be to the use of the Purchaser in the manner aforesaid and shall be quietly entered into, upon, held and enjoyed and profits received thereon by the Purchaser without any interruption or disturbance by the Sellers or any other person or persons claiming through or under it and without any disturbance or interruption by any other person whatsoever.
4. The Seller hereby declares that there are no encumbrances, charges, lien, attachment, claim or demands whatsoever and the property is not the subject matter of any suit or litigation and the Seller further declares that the Seller shall at all time indemnify and keep indemnified the Purchaser and make good the loss suffered by the Purchaser on account of any defect, flaw or deficiency in the title of the Seller to the said property or in the description extent or other particulars of the said property.
5. The Seller hereby declares that all the dues as to the taxes, electricity charges, land revenues, rates, fees etc. in respect of the said property are fully paid as on today. If any dues are remaining, the same shall be discharged by the Sellers up to the date of this sale deed and hereinafter, it shall be liability of the Purchaser to pay taxes, electricity charges, rates, fees, etc. of municipality and local authorities and Government.
6. The Seller hereby declares that there is no loan of any Bank or other financial institutions against the said property. It is further declared that no adverse doing of any kind exists against the said property. The Seller hereby declares that the title deeds, documents, writings in respect of the said property is not deposited, mortgaged or surrendered with any Nationalised Bank or Financial Institutions for equitable mortgage as on today.
7. The Seller has made full and true disclosure of the nature of their rights in the said property as well as encumbrances, if any, including any right, title or claim on the said property.

8. The Seller shall also by executing this sale deed have given consent to take new Water connection, Drainage connection, Electricity connection, etc. in the name of the Purchaser and if required, shall execute necessary documents in this behalf. Also now on the basis of this present deed, the Purchaser has become the owner of the said property and the Seller hereby undertakes to execute necessary documents for effectually transferring the said property in the name of the Purchaser at all places including records of Vadodara Mahanagar Seva Sadan, City Survey Office, and other local Government and Revenue Offices.
9. The Vendor has registered the Project under provisions of the Real Estate (Regulations and Development) Act, 2016 (Act) and rules made there under with **Real Estate Regulatory Authority (RERA)** at, Gujarat having registration no. _____.
10. Within a period of five years from the date of handing over the possession of the said Premises to the Flat Purchaser(s), the Purchaser(s) or the Society as the case may be brings to the notice of the Vendor any structural defect or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser(s) shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act.
11. AND THIS DEED FURTHER WITNESSES AS UNDER :
1. The Purchaser(s) has/have inspected and verified the documents/title of the property and purchased the same on their full satisfaction.
 2. The Purchaser(s) has/have exercised due diligence including the physical assessment of the said property and after inspection and verification of the title of the owners and interest of the developers in the said property, have purchased the same. The Purchaser(s) has/have satisfied that there is no defect in the title of the owner in the said property.
 3. The Purchaser shall become Member of the Common Maintenance Society of the “**Greenwoods Serenity**” by subscribing to it compulsorily and shall pay the prescribed Membership Fees and Maintenance Charges, that may be decided by the Society from time to time.

4. That the expenses of and incidental to this Sale Deed such as Stamp Duty, Registration Fees, Service Tax, GST, VAT, Advocate Fees and other miscellaneous expenses, shall be payable by the Purchaser only.
5. The Purchaser(s) shall not use the Premises for any purpose other than Commercial as office purpose and shall not use the Flat for guest house or any other activities, as the case may be, without prior written permission of the Promoters/ co-operative society/ limited company, as the case may be, and of the local authorities. The Purchaser(s) shall also not use the Car Parking(s) allotted to him/her/they for any other purpose other than for parking vehicle(s).
6. The Purchaser(s) shall not be entitled to change the elevations of the Premises and shall not be allowed to do any structural changes or to put grills on the outer side of the Building and shall maintain the same in the same form as the Vendor has constructed and not at any time alter the said elevations in any manner whatsoever without the prior consent in writing from the Vendor/Society/limited company; as the case may be.
7. TO MAINTAIN the Premises at his/her/their cost in a good and tenantable repair condition from the date of possession and shall not do or suffer to be done anything in or to the Premises, and/or common passage, or the compound which may be against the rules or bye-laws of the VMC or any other authority;
8. TO CONTRIBUTE proportionately within 15 days of demand by the Promoters, along with the other occupants, towards the costs and expenses of maintenance, repairs and periodic external painting of the Building;
9. TO PERMIT the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building or any part thereof to view and examine the state and condition of the Building and common areas;
10. NOT TO DO or permit to be done in or upon the Premises or any portion of the Building, or any act, deed or thing which shall cause nuisance annoyance, disturbance, danger or inconvenience to the other occupants/allotees of other premises of the Building;
11. NOT TO AFFIX any sign boards, neon lights or advertisements either on the terrace or on the exterior of the Building or on the compound wall or otherwise in and or upon the Land and not to fix any grills outside the Premises;
12. TO MAINTAIN the Premises at his/her/their own cost in good tenantable repair and condition from the date of taking possession thereof and not to do or suffer to be done anything in or upon the Premises and the Building, its staircase or any passage

which may be against the rules and regulations of the concerned local or any other authority or which may change/alter or make additions in or to the Premises or any part thereof;

13. NOT TO STORE in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building or storing of which goods is objected to by the concerned local or other authority, and not to carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the Building, including entrances of the Building; and in case any damage is caused on account of negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach and for rectifying such damage and restoring the damaged portion to its original condition and to keep the Vendor, occupants/allottees of the premises of the Building indemnified from and against any loss, damage or liability that may be caused or occur by aforementioned acts or negligence in respect thereof;
14. TO CARRY OUT, at his/her/their own cost, all internal repairs to the Premises and maintain the same in the same condition, state and order in which it was delivered by the Vendor to the Purchaser(s) and shall not do or suffer to be done anything in or to the Building or in respect of the Premises, which may be in contravention of the rules and regulations of the concerned local authority or any other public authority. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be solely responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
15. NOT TO DEMOLISH or cause to be demolished the Premises or any part thereof, nor at any time to make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building, in which the Premises is situated and to keep the portion, sewers, drains, pipes in the Premises and appurtenances thereof in good tenantable condition, so as to support, shelter and protect the other part of the Building in which the flat is situated and shall not in any manner damage the columns, beams, walls, slabs or RCC or other structural parts in the flat without prior written permission of the Vendor /VMC and other bodies and authorities as the case may be;
16. NOT TO DO or permit to be done any act or thing which may render void or voidable any insurance of the Land and the Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance, or which is

- likely to cause nuisance or annoyance to other users and occupiers of the other premises in the Building;
17. NOT TO THROW dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or in any portion of the Land and the Building;
 18. NOT TO KEEP anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the Building;
 19. NOT TO DEMAND, at any time, partition by metes and bounds of Purchaser(s) interest in the Premises and/or the Building, it being an express and specific intention of the parties hereto that the interest of the occupants in the Premises and in the Building shall always be impartible;
 20. NOT TO USE the refuge area provided in the Building for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the Building;
 21. NOT TO DO any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove;
 22. TO STRICTLY comply with the bye-laws, rules and regulations of the Society and applicable law and SHALL OBSERVE and perform and abide by all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises and common area and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the bye-laws, rules and regulations of the Society.
 23. NOT TO OBJECT AND CONSENT for any variations in colour, size and design etc. of the tiles, marble, granite, stones or any other construction material provided in the premises during repairs/replacement which are beyond control of the Vendor.
 24. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

25. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the proportionate undivided portion in Common areas of the Structure to the Association of the Allottees.

26. 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.

27. 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, thereunder.

28. The Seller and the Purchaser have executed the Agreement for Sale Dated on _____, vide registration serial No.:_____ executed at Vadodara, that the terms and conditions of said agreement for sale is wholly read as a part of this sale deed.

29. The Seller hereby agreed to sell Unit No.: _____ to Mr./Mrs./Miss _____ (Purchaser) for which NOC has already been obtained from Dena Bank, the mortgagee Bank.

30. After receipt of BU Permission or sale deed all future FSI belongs to Association of Allottee only and then after promoter has no right in that FSI. The promoter shall not have any claim over F.S.I., additional F.S.I. and Terrace rights after Building Use Permission has been obtained. Such rights if any will be enclosed by the society of buyer.

12. The the Vendor has provided Common areas facility as mentioned in the Schedule – III.

DESCRIPTION OF THE PROPERTY

SCHEDULE I

The Properties being Land admeasuring for Block 44 Total Land admeasuring of 13,355.00 Sq. mtrs. Village - Khanpur in the Registration District Sub- District Vadodara bounded as under:

- EAST : Block No. 45
- WEST : Block No. 69 & 68
- NORTH : 40 Mtr. Road
- SOUTH : Boundaries of Block No. 53 & 52

The Properties being Land admeasuring for Block 69 Total Land admeasuring of 26,507.00 Sq. mtrs. Village - Khanpur in the Registration District Sub- District Vadodara bounded as under:

- EAST : Block No. 44
- WEST : Block No. 65 & 67
- NORTH : 18 Mtr. TP Road
- SOUTH : Block No. 66, 67 & 68

SCHEDULE II

The property being Unit No. _____ admeasuring _____ Sq.Mtrs. Carpet Area of “**Greenwoods Serenity**” along with right to park __ Car/s and all the rights and ways attached thereto and belonging to the said property as a part and parcel thereof alongwith appurtenances thereto situated over the Land admeasuring for Block 44 & 69 Total Land admeasuring of 39,862.00 Sq. mtrs. Village - Khanpur in the Registration District Sub- District Vadodara bounded as under:

- EAST :
- WEST :
- NORTH :
- SOUTH :

SCHEDULE III

- Swimming Pool
- Splash Pool
- Gym
- Multipurpose Hall
- Indoor Games
- Garden

THIS SALE DEED is executed by and between the parties at Baroda on this _____ day of _____ 20____ and the same shall be binding to the parties and their heirs, coparceners, successors, administrators, executors, assignees etc..

“The Purchaser” the party of the First Part

1) Mr.

2) Mrs.

“The Sellers” the party of the Second Part

(KRUPESH N. PATEL)
Authorized Signatory

Witness:
