

PROFORMA of SALE DEED

THIS DEED OF SALE is made and executed on this the _____ day of _____, by,

M/s VIRASAT INFRA having its Registered Office at **140, Sukan Mall, Opp. CIMS Hospital, Science city Road, Sola, 380060.**

and

Sri _____ S/o, D/o, W/o. _____, aged about _____ years, Occupation: _____ Residing at _____ under _____ general / special power of attorney dated _____ Registered as Document Number _____ of Year _____. Hereinafter referred to as "VENDOR NO I" which term shall mean and include all his heirs, legal representatives, executors, administrators, attorneys and assignees etc.

A N D

M/S. VIRASAT INFRA, HAVING GUJRERA REGISTRATION NO. (_____)

Hereinafter referred to as "PROMOTER" "PROMOTER" and "VENDOR NO II" which term shall include all its partners, representatives, assignees, successors-in-interest.

Herein-after referred to as "VENDORS"

IN FAVOUR OF Sri _____ S/o, D/o, W/o. _____, aged about _____ years,

Occupation: _____

Resident of D.No. _____

Being minor represented by Father/Mother/Brother/Guardian,

Sri _____ S/o, D/o, W/o. _____, aged about _____ years, Occupation: _____ Residing at _____

Hereinafter referred to as "ALLOTEE" which term shall mean and include all his heirs, legal representatives, executors, administrators and assignees, etc.

WHEREAS the Promoter is the sole and absolute owner of Survey No. 189/2 situated at Ward Village Chandkheda, Tahesil Chandkheda, Final Plot No.270, Town Planning Scheme No.76/B (Chandkheda).

WHEREAS the Promoter herein has/have obtained Permission for Stilt + Upper 14 Floors, vide Permit No. _____ in File No. _____ dated _____ from the Municipal Corporation / Municipality / Gram Panchayat.

WHEREAS the Promoter have constructed Residential & Commercial Complex named as **PALM GLORY - 3** in the said premises.

AND WHEREAS the Promoter offered to sell (The undivided share of the site described in 'A' schedule) Flat/Shop _____ Described in 'B' schedule (hereinafter referred to as the "SCHEDULE PROPERTY") to the Allotee for a total sale consideration of Rs. _____ Only) and the Allotee herein has agreed to purchase the above mentioned Flat/Shop for the said sale consideration which includes the consideration for the purchase of the proportionate undivided share of land.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. That in pursuance of the said offer and acceptance the Allotee has already paid the entire sale consideration of Rs. _____ to the Vendors, the receipt of which the Vendors hereby admitted and acknowledged, the Vendors hereby convey, transfer and assign all their title, right and interest over the schedule property together with Rights of easements and appurtenances unto and to the use of the Allotee.
2. That the Promoter/Vendors have this day delivered the vacant, physical and peaceful possession of the Schedule Property to the Allotee TO HAVE AND TO HOLD the same absolutely and forever, which is more fully and specifically delineated and described in Schedule Property.
3. That the Promoter/Vendors have paid all the taxes, cess, dues etc., in respect of the schedule mentioned property upto date of registration of Sale Deed.
4. That the rights, titles, interests, easements, privileges, appurtenances, liberties, enjoyments and possessions are hereby transferred and subsist in favour of the Allotee absolutely and forever.
5. That the Promoter/Vendors hereby declare and covenant with the Allotee that the schedule mentioned property is free from all encumbrances, charges, prior sales, gifts, mortgages, liens, court attachments and litigations etc., and the Promoter/Vendors have full power and absolute authority to sell the said premises to the Allotee absolutely and forever.
6. That the Promoter/Vendors hereby undertake to indemnify and keep the Allotee indemnified against all the losses, costs, expenses, damages sustained if any to the Allotee on account of any defect in title of Vendors or if the Allotee is deprived from the part or whole of the schedule property, the Vendors shall compensate against the same at all times with the personal or other property.

7. That the Promoter/Vendors further declare and covenant with the Allottee that they will execute any further deeds of assurance to strengthen the title of the Allottee at the cost and expenses of the Allottee.
8. The Allottee shall be the joint owner of schedule land along with other Flat/Shop owners of the building complex and the land is for the common use of the Flat/Shop owners of the building complex.
9. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated 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 Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter 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 Promoter or beyond the control of the Promoter.

10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due

process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. 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 common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities; xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

11. Dispute Resolution:- 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 Regulations, thereunder.

12. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various

scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

13. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated 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 Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter 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 Promoter or beyond the control of the Promoter.

14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER. The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities

with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. 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 common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

15. The vendor(s) hereby declare that the site described in 'A' schedule property is not in assigned land within the meaning of A.P Assigned Lands (Prohibition and Transfers) Act 9 of 1977 and it is also not sold to any body or under mortgage to Govt. / Agencies / Undertakings.

a) TO HAVE PEACEFUL AND OCCUPATION OF THE FLAT/SHOP_____ THE ALLOTTEE HEREBY COVENANTS AS FOLLOWS:

b) The Allottee hereby agrees to be a member of the Society or Association to be registered under the Societies Act or any other analogous enactment or

regulations that may be formed by all the Flat/Shop owners of the building complex _____ and the Allotee shall abide by the rules and by-laws of the said Society who shall be the administrators of common services such as lift, transformer, corridors, passages, staircases, drainage, water supply, maintenance of borewells, electricity and other properties of common enjoyment and maintenance of security staff and any such other welfare activities as the general body of Society may consider and resolve by a special resolution. The Allotee shall pay to the Society / Association share of the amounts towards common services, insurance premium, taxes leviable on the entire building complex. Further, the Allotee shall pay the property tax, electricity meter deposit, electricity consumption charges and water charges of scheduled property etc., to the concerned authorities regularly.

- c) The Allotee shall not at any time demolish schedule property or any part of the building including the common areas such as staircase, lift, parking area, drainage pipes, cables, water courses, gutters, wires and other conveniences necessary for proper utility of the building. The Allotee shall not make any additions or alterations or any new constructions of any nature whatsoever contrary to the MCH plan for his/her Flat/Shop or to any part of the building. The Allotee shall not close the verandahs or lounges or also shall not alter the exterior colour of the building complex. For this purpose the Flat/Shop owners means all persons having rights, title or interest in any part of the building. The design of the grills provided to the balconies as well as to the windows of apartments shall not be replaced with any other design so as to maintain uniformity in the appearance of the building.
- d) The Allotee hereby agrees to keep his/her Flat/Shop as well as the partition walls, drains, drain pipes, water pipe lines and the appurtenances thereto in good condition so as to support shelter and protect all parts of the building and also for proper utility and occupation.
- e) The Allotee hereby agrees to use the common over head tank jointly along with other Flats/Shops owners and undertakes to pay the water charges proportionately if water is purchased.
- f) The Allotee shall covenants that he/she shall not throw any dust, rubbish, rags, waste or permit the same to be thrown in the compound or in any portion of the building complex, which may cause damage, loss or inconvenience to other occupants of the building.
- g) The Allotees hereby agrees that he/she shall not use the Flat/Shop for any purpose which may cause nuisance or disturbance to the neighboring occupants of the building, nor for any illegal or immoral purpose.
- h) The Allotee shall not store in the Flat/Shop any explosive or goods of destructive nature which are likely to cause fire or explosion and also shall not

store heavy weight materials which may effect damage or destroy the structures of the building.

16. 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.

V E N D O R S

WITNESSES:

1. _____

2. _____

1. _____

2. _____

'A' SCHEDULE PROPERTY

All that piece and parcel of the site admeasuring 2246 Sq.Mts., at **Revenue Survey No.189/2, Village Chandkheda, Tahesil : Chandkhed, Final Plot 270, Town Planning Scheme No. 76/B (Chandkheda)** in the Registration Sub-District of Ahmedabad.

Which is more fully described in the plan annexed hereto and marked in RED colour and bounded as under:

NORTH: F.P. No. 384 Public utility reservation

SOUTH: 30 Mtr T.P. Scheme Road

EAST: 12 Mtr T.P. Scheme Road

WEST : F.P. No. 284

In the above property undivided share of _____ Sq.yards _____ Sq.Mts

'B' SCHEDULE PROPERTY

Flat/Shop No. _____ With a Carpet Area of _____ Sq .Mtr. in the **PALM GLORY – 3**
constructed in the 'A' Schedule Property bounded by,

NORTH: F.P. No. 384 Public utility reservation

SOUTH: 30 Mtr T.P. Scheme Road

EAST: 12 Mtr T.P. Scheme Road

WEST: F.P. No. 284

IN WITNESS WHEREOF the Promptor/Vendors have hereunto set their hand to this Absolute
Deed of Sale on this day, month and the year first above mentioned in the presence of the
following witnesses.

V E N D O R S

WITNESSES:

1. _____

2. _____

1. _____

2. _____