

SALE DEED

This SALE DEED is made and executed at Vadodara on this _____ day of _____, 2021 for selling and conveying the open **Plot No. _____**, admeasuring _____ **Sq. Mts.** along with proportionate undivided land admeasuring _____ **Sq. Mts.** totally admeasuring _____ **Sq. Mts.** out of non-agricultural lands of **R.S. No.2433/1 + 2433/1B, bearing Block No. 1468, covered in draft T.P. Scheme No.24-B (Bhayali-Raipura-Gokalpura), Final Plot No.365 adm. 5706.00 Sq. Mts. of Mouje Village Bhayali, (Vibhag-3 Akota)** in the Registration and Sub Registration District, **Vadodara** by:

The Vendor/Party of First Part/Landowner/Developer/Promoter:

Shri Rashesh Jayeshbhai Parikh, (PAN No. AEHPP 5069 F), (Aadhar Card No.7304 1080 4677), aged about 49 years, Occupation: Business, residing at B-702, Springs Exotica, Near Navrachna University, Vasna-Bhayali Road, Vadodara, **and Sejal Rasesh Parikh, (PAN No. AMHPP 8374 M), (Aadhar Card No.3939 2246 4987),** aged about 49 years, Occupation: Business, residing at B-702, Springs Exotica, Near Navrachna University, Vasna-Bhayali Road, Vadodara, **and**

Shri Jayesh Champaklal Parikh, (PAN No. ACNPP 5078 L), (Aadhar Card No.9377 7033 5086), aged about 75 years, Occupation: Business, residing at 25, Daulat Society, Gadapura, Diwalipura, Vadodara, as a partner of the partnership firm named as **M/S. AARAV CORPORATION, (PAN No. AAZFA 3353 R),**

(who hereinafter called as "Vendor or Party of First Part/ Landowner/Developer/Promoter" in the present Sale Deed, which expression unless it be repugnant to the context or meanings thereof be deemed to include the Firm itself and its partner/s from time to time, their heirs, successors, assigns, legatees, attorneys, etc.,

**IN FAVOUR OF
PURCHASER/s-ALLOTTEE/S THE PARTY OF SECOND
PART:**

(1) _____, Aged ____ Years, Occupation

(PAN NO. _____), (Aadhar No. _____)

(2) _____, Aged ____ Years, Occupation

(PAN NO. _____), (Aadhar No. _____)

Both residing at _____, _____ Pin Code: _____

Who hereinafter referred to as "Party of Second Part or Purchaser/s/ Allottee/s or You" in this Sale Deed which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include Purchaser/s himself/ herself/themselves his/her/their heirs, successors, assigns, legatees, attorneys, etc.,

The Vendor/Party of First Part executes the present Agreement to Sell upon willingness in favour of Purchaser/s- Allottee/s as under:

The scheme in which schedule property is situated has been registered as per provisions of law under the **Real Estate Regulatory Act**, its temporary number is obtained vide (RERA

Reg. No. **PR/GJ/VADODARA/VADODARA/TPO/___** dated

WHEREAS:

- (1) The lands of **R.S. No.2433/1 + 2433/1B, bearing Block No. 1468, covered in draft T.P. Scheme No.24-B (Bhayali-Raipura-Gokalpura), Final Plot No.365 adm. 5706.00 Sq. Mts. of Mouje Village Bhayali,** were originally mutated/entered in the joint names of Patel Rohitbhai Dahyabhai Patel, etc. vide Entry No.8643 dated 03.03.1989. Out of which upon death of Rohitbhai Dahyabhai Patel died on dated 19.07.2007, as his legal heirs in direct line being (1) Patel Ansuyaben Rohitbhai, (2) Patel Purviben Rohitbhai (3) Patel Pranav Rohitbhai became joint owners of the said land, their names have been entered in the village form No.7/12 vide Entry No.11021 dated 19.09.2007. Thus, the said land is received by us by succession rights by said three owners and became joint owners/attorneys and possession holders.
- (2) That the Collector, Vadodara has granted permission for non-agricultural use of the aforesaid land vide order **No. N.A./S.R/ 215/2014-2015 No. Land/D/Section-65/ Vashi/4501 to 4508/14 dated 08.07.2014** in the names of Pranav Rohitbhai Patel, etc. and Entry No.14243 is posted in the revenue record for the same.
- (3) For making construction over the aforesaid land the permission has been granted by Vadodara Urban Development Authority vide Development Permission **No. UDA/Plan-4/Permission/38/ 2018 dated 19.10.2018** in which totally 1 to 20 plots have been earmarked. However, the Purchaser/s-Allottee shall have to obtain fresh permission for construction on the schedule property from Vadodara Urban Development Authority by approving plans and maps and also obtain

completion/BU certificate as per prevailing rules after completing the construction.

- (4) The land of **Plot No. _____** admeasuring **_____Sq. Mts. totally out of 5706.00 Sq. Mts.** out of non-agricultural lands of **R.S. No.2433/1 + 2433/1B, bearing Block No. 1468, covered in draft T.P. Scheme No.24-B (Bhayali-Raipura-Gokalpura), Final Plot No.365 adm. 5706.00 Sq. Mts. of Mouje Village Bhayali, (Vibhag- 3 Akota)** in the Registration and Sub Registration District, **Vadodara** have been purchased by the Vendor/Writer herein in the capacity as a Partner of Messers Arav Corporation, a partnership firm, from Patel Anusuyaben Rohitbhai and two others under a Registered Sale Deed No. Sale Deed No.12262 (Rasesh Jayesh Parikh) dated 14.07.2021 & Sale Deed No.12267 (Sejal Rasesh Parikh) dated 14.07.2021 and Sale Deed No.12269 (Jayesh Cnampaklal Parikh) dated 14.07.2021 accordingly, name of said Vendor/Writer and its firm is duly mutated in the revenue record vide Entry No. _____ dated _____, which has been certified by the revenue authority on dated _____.
- 05) For the property as described in the schedule hereunder the Agreement to Sell without possession registered at Sr. No. _____ dated _____ has been executed by the Vendor in favour of Purchaser as per conditions stated therein and it is in force at present.
- 06) The Vendor further stipulates and rewrites that the Purchaser/s-Allottee shall have to obtain fresh and separate construction permission and maps in respect of making construction on GF, FF and SF of the schedule property and completion/Occupation Certificate of the concerned authorities at appropriate time. Moreover, the construction over the

schedule property will have to be made through **Messers Arav Corporation**, a partnership firm compulsorily by executing necessary Construction Agreement separately with the said firm as per latest construction permission obtained by the Purchaser.

THIS SALE DEED WITNESSETH AS FOLLOWS:

1. The present Sale Deed is executed in reference to Agreement to Sell registered at Sr. No. _____ dated _____ executed between parties of this Sale Deed accepting terms and conditions laid down in the said Agreement to Sell.

1. The property as described in schedule hereunder has been sold in favour of Party of the Second Part of present Sale Deed for a sum of **Rs _____/- (in words Rs. _____ only)**. The full consideration amount for selling the land has been received by the Vendor from the Purchaser- Party of the Second Part as per following details

Details of payment of sale consideration.

<u>Amount</u>	<u>Chq. No.</u>	<u>Date</u>	<u>Name of Bank</u>
_____	_____	_____	_____ Bank.
_____	_____	_____	_____ Bank.
_____	_____	_____	_____ Bank.

TDS

Total Amount

The payment and receipt whereof the Vendor doth hereby admit and acknowledge and of and from every part thereof forever acquit, release and discharge the Purchaser, the

Vendor doth hereby sell, grant, convey, transfer and assure unto the Purchaser The Plot more particularly described in the **Schedule** hereunder written TOGETHER WITH undivided and indivisible passage rights and interest in the common facilities provided therein.

AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter peacefully and quietly to hold, enter upon, have occupy, possess and enjoy the Plot hereby sold, granted, conveyed, transferred and assured with its appurtenances and to receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefits subject to the conditions, restrictions and stipulations mentioned in this Deed.

2. The Purchaser through his/her/their Authorized Persons, advocate and/or solicitors has verified the title of the schedule property belonging to the Vendor, and has found the title of the Vendor has clear, marketable title free from all encumbrances and have examined the plans, layout plans approved earlier, N.A. Permission, Sale Deed, revenue record, etc. and also inspected the same and has found in order and is satisfied with the same and accordingly, the Purchaser purchased the schedule property. The Purchaser has also read, examined and agreed to the payment schedule and also the terms, conditions and stipulations as mentioned herein. The Purchaser is aware of and agrees that the possession of the Plot shall be given simultaneous with present sale deed. The Purchaser is aware of and agrees that the infrastructure facilities crated or proposed to erected over the schedule plot along with other plots such as Street lights, RCC Road, Main Gate (of the Scheme) and landscaping. The Purchaser is aware and agrees that

he/she/they are not entitled to raise and will not raise any dispute with regard to what is mentioned herein and what is provided for by the Vendor in the Scheme/schedule property.

3. The Vendor do hereby declares and assures the Purchaser that the Vendor has not entered into any agreement or conveyance deed or any other arrangement in respect of the schedule property for the purpose of sale, transfer, mortgage or disposition in any manner whatsoever in favour of any person other than the Purchaser.
4. The Purchaser shall be entitled to carry out construction upon the schedule property only after getting the requisite permission and plans approved again afresh from the VUDA and after executing separate Construction Agreement compulsorily with M/s. Arav Corporation, which is essence of present Sale Deed as contemplated in previous Agreement to Sell.
5. That for the up-keeping, maintenance and cleanliness of schedule property and other plots situated in surrounding on formation of proposed development association or society, the Purchaser/s and other plot holders shall have to become member of the such entity compulsorily and abide by its rules and regulations and bear proportionate administrative expenses, maintenance, up-keeping, sanitation and status costs, and has to bear/pay proportionate cost towards common electricity bill, maintenance charges of all items of common services, common plot, recreation and/or garden space and as agreed, the amount of one life Time Maintenance Deposit shall have to be paid compulsorily and separately by all purchasers. The maintenance of the common/internal roads, security expenses, as well as the use, usage and utilization of all items of the common use is to made jointly by purchasers with joint responsibility by sharing and bearing proportionate

maintenance charges as per share. With such clear cut condition, the present Sale Deed has been executed.

6. That the schedule property, by keeping its surrounding open space touching and adjacent to plot permanently, the concerned Plot owners shall be entitled and authorized to make common use, usage and utilization thereof without making any construction/encroachment. The only the use, utilization and usage of the open space as above shall be made by the purchasers in common without causing obstruction or hindrance to one another and without raising any dispute. With such a clarification and clear cut condition the present Sale Deed has been executed.

The present Sale Deed is executed in reference to Agreement to sell registered at Sr. No. _____ dated _____ executed between parties of this Sale Deed and confirming/accepting conditions laid down in the said Agreement to Sell.

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 SOCIETY OF BUYERS.

7. As per provisions of this deed, applicable laws of the Government or rules there under or regulations are cancelable or cannot be made applicable than the provisions of this deed shall be treated as proper to extent of amendment or cancelled to the extent in consonance with the purpose and so long as they are in consonance with the law and rules, the provisions of this deeds shall be treated as confirmed and shall remain applicable in force applicable at the time of subscribing signature in the present deed. With such clarification and condition, the present Sale Deed has been executed.

8. The Purchaser shall entitled and authorized to hold, enjoy and use the schedule property as absolute owner subject to rules-regulations, terms-conditions, covenants and stipulations contained herein and the Purchaser will observe and abide by the same strictly in true spirit. The Purchaser shall not be entitled to sub-divide the schedule property-plot or renumber the Plot without prior written permission from concerned authorities.
9. All expenses of and incidental to this conveyance such as stamp duty, registration fees, service tax, all other taxes, and other misc. expenses and additional/deficit stamp duty, charges etc., if any, have been and shall be payable by the Purchaser only.
10. The schedule property comprised in this conveyance is not situated within "Disturbed Area" as defined in Gujarat Disturbed Areas Act and therefore no prior permission of the Competent Authority is required to be taken for this transfer.
11. The consideration of the said schedule property is fixed on lump sum basis which includes plot area, proportionate undivided land.
12. The Vendor having handed over the actual, physical, vacant and peaceful possession of the schedule property to Purchaser on the execution of this Deed and the Purchaser hereby admits and confirms that he has inspected the schedule property and is satisfied with and confirms that the same. The Purchaser admits and confirms that he has taken over possession of schedule property subject to terms, conditions, covenants and stipulations made herein.

13. The Vendor has paid all Government, Semi-Government, Local Authority taxes, rents, assessments, betterment charges, dues and duties pertaining to schedule property till the execution of this Deed of Conveyance and the Vendor agrees to pay outstanding/unpaid amount, if any, relating to the period until the date of execution of this Deed of Conveyance. All such rents, taxes, assessments, betterment charges, dues and duties now chargeable upon the same or which may from the date of these presents become payable to the Government of Gujarat or any other Local/Public Body or Bodies shall be payable by the Purchaser alone. If the Purchaser fails to pay taxes, cess, revenue, dues and duties etc. then in such circumstances the purchaser alone shall responsible to face the consequences.
14. On the basis of present Deed, the Purchaser shall be entitled to get the schedule property transferred in his/her/their name/s in all Government/Semi-Government /Local Authority records. The Vendor shall give signature on all forms and other papers required for transfer of schedule property in the name of Purchaser in all such records. However, the cost for transferring such plot shall be entirely borne/paid by the Purchaser herein.
15. In above premises, the Vendor has sold the schedule property out of open Plot Nos1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19 and 20 as described above.
16. The Purchaser/Allottee shall use the schedule property or any part thereof or permit the same to be used only for the purpose for which it is sold and conveyed under present Sale Deed.

17. The Purchaser/s shall not store such goods which are hazardous, combustible or dangerous in nature or are so heavy as to cause damage or goods which are objected to by the concerned local or other authority and allottee/s shall take care while carrying heavy packages which may damage or likely to damage on common roads, plot, where the schedule property is situated and in case any damage is caused the Purchaser/Allottee shall be liable for the consequences of the breach.
18. That the schedule property sold vide present Sale Deed is belonging to the ownership and possession of the Vendor in which except the Vendor, no one has right, title, interest, share or concern of any nature. That the title of the schedule property is clear, marketable and free from encumbrances, by giving such a fair assurance and trust, we have executed Sale Deed in your favour.
19. The Allottee/s-Purchaser shall park his/her/their vehicles on road side or inside the compound of schedule property or podium that may be erected without causing hardships to other occupants.
20. **Dispute resolution:** Any dispute arising between parties shall be resolved with the mutual consent of both parties. In the case of failure to bring amicable solution of the dispute, the decision for the same shall be taken under the rules and regulations and authority of the Real Estate (Regulation and Control) Act, 2016.
21. **Severability:** Any provision of this Agreement, rules, regulations framed there under applicable under the law and other laws are treated as cancelable or unenforceable then to the extent that such provisions which are contrary to the

purpose of this agreement or law or rules and regulations made there under or are amended for requirement to follow and the remaining provisions which are applicable at the time of making this agreement shall be continue to exist and enforceable.

Schedule of the property sold

An immovable property being open **Plot No. ____**, admeasuring _____ **Sq. Mts.** along with proportionate undivided land admeasuring _____ **Sq. Mts.** totally admeasuring _____ **Sq. Mts.** out of non-agricultural lands of **R.S. No.2433/1 + 2433/1B, bearing Block No. 1468, covered in draft T.P. Scheme No.24-B (Bhayali-Raipura-Gokalpura), Final Plot No.365 adm. 5706.00 Sq. Mts. of Mouje Village Bhayali, (Vibhag- 3 Akota)** in the Registration and Sub Registration District, **Vadodara** and is bounded as under:

East: Adjacent
West: Adjacent
North: Adjacent
South: Adjacent

Annexure-A

RERA _____ Certificate _____ No. _____ RERA _____ Reg. _____ No. _____
PR/GJ/VADODARA/VADODARA/TPO/_____/_____ dated _____.

Annexure-B

Amenities in schedule property and other plots.

- (1) RCC roads.
- (2) Internal common street lights.
- (3) Drainage, water, sewage main lines.
- (4) Vifi and/or internet.
- (5) Number Plate and Letter box.
- (6) Power back up for common lights.

This Sale Deed has been executed by the Vendor Party of the First Part in favour of Purchaser/s – Party of the Second Part after reading over, cause reading, understanding, thinking, and executed in non-toxic condition, without any threat, pressure or force or exploitation, which is and shall be acceptable, binding and agreeable to all of us, all our partners from time to time and their heirs, successors, etc. and is signed at Vadodara, in presence of the witnesses.

SIGNED SEALED AND DELIVERED
by the within named VENDOR
M/s. Aarav Corporation, a partnership
Firm through its authorized Partner:

(Rashesh Jayeshbhai Parikh)

Witness
