

Sale-Deed of Unit / Flat No. on Floor of Tower.....in
Landmark Prime, registered under the RERA Application,
vide No. PR / GJ / VADODARA / VADODARA / VADODARA /

BETWEEN

Galaxy Realty a Partnership Firm having PAN No: AASFG7397N and office at office at PLOT NO 74,SURVEY NO 326 3,NEAR EARTH ALFA,OPP ASHWAMEGH SOCIETY,ALKAPURI,VADODARA,VADODARA,VADODARA,GUJARAT 390012 and and on behalf of the said Partnership Firm, its Managing Partner, Mr. Zabirbhai Patel, , Aged about 33 Years, Occupation Business, Having PAN: ARMPP9167C

hereinafter referred to as the "Vendor" and/or "Firm" (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its present and future partners and their heirs, executors, successors, administrators, legal representatives and permitted assigns etc.) of the FIRST PART;

AND

[1] Name: _____
P. A. No. : _____ AADHAAR NO. _____
Address: _____

[2] Name: _____
P. A. No. : _____ AADHAAR NO. _____
Address: _____

_. Hereinafter referred to as the "PURCHASER" (Which expression shall unless repugnant to the context and meaning thereof shall mean and include his/her/their/its heirs, legal representatives, executors, successors and assigns) of the SECOND PART.

AND

WHEREAS-

(A) The Vendor is the absolute and lawful owner of Non Agricultural land Property, admeasuring about 3035 Sq.Mtrs, situated lying and being at Revenue Village Tandalja, Block No 326/3 (Old R.S No 362/2Paikki2) F.P No. 74, Town Planning Scheme No. 26, Taluka: Vadodara , in the registration District Sub District Vadodara).

(B) (B) by Deed of Conveyance / Sale Dated 23-09-2019, vide Registration Serial No.15580 dated 29th Day of September 2019 executed between (1) Vipulbhai Mansukhbhai Bhimani (2) Mansukhbhai Dungarsighbhai Bhimani (3) Dipeshbhai Mansukhbhai Bhimani (4) Trusna Vipulbhai Bhimani (5) Ranjanben Mansukhbhai Bhimani (hereinafter referred to as "Vendor")

And the Vendor sold absolutely to the Galaxy Realty (The Promotor) an immovable property being piece or parcel of Non-Agricultural - Freehold land admeasuring about 3035 Sq.Mtrs, situated lying and being at Revenue Village Tandalja, Block No 326/3 (Old R.S No 362/2Paikki2) F.P No. 74, Town Planning Scheme No. 26, Taluka: Vadodara , in the registration District Sub District Vadodara).

Moreover, a Flat / Unit No. _____situated on the_____Floor of "_____" Tower of the Scheme named as 'Landmark Prime' is been sold to you, the Party of Second Part., has been sold to you, the Party of Second Part for the Sale consideration of Rs._____/ - in words Rupees _____ Only. And the sum of Rs. _____/- in words Rupees_____has been received by the Party of the First Part from you, the Party of the Second Part as per detail mentioned in the below schedule,

SCHEDULE

Sr. No.	Amount	Cheque No.	Date	Details of Bank
1				
2				
3				
4				
5				
6				

As mentioned in the above Payment Schedule, We, the Party of the First Part has received the Sale-Consideration Amount from you, the Party of the Second Part. Out of the aforesaid Sale Consideration, you, the Party of the Second Part has paid Rs._____/ - in words Rupees _____ Only by post dated cheques and therefore you, the Party of the Second Part have full responsibility to get that post dated cheques cleared on the dates which is given to

us, the Party of the First Part.

Moreso, Party of the Second Part have full responsibility to handover the post dated cheque/s of Self-Payment and/or obtain the post dated cheque/s of Loan Payment from the concerned Bank and to handover to us, the Party of the First Part, within 10 days of execution and registration of the Sale-Deed of the Scheduled Immovable Property. If in any circumstances, if any of the aforesaid cheque/s, returns back without clearing from bank (get Bounced) and/or as aforesaid, if the said post dated cheque/s of Self-Payment or Loan-Payment will not be handed over to us, the Party of the First Part within 10 days of execution & registration of the Sale-Deed, then in that case, this Sale-Deed will be deemed as void & binding to this condition only, the subject Immovable Property is sold to you by the Party of the First Part.

-: SCHEDULE OF THE IMMOVABLE PROPERTY SOLD :-

In the Registration District Vadodara & Sub District Vadodara, Non-Agricultural - land of Moje Village Tandalja, the land bearing Block No 326/3 (Old R.S No 362/2Paikki2)

Town Planning Scheme No. 26, Final Plot No. 74, admeasuring 3035 sq. meters land for the said land, the Vadodara Mahanagar Palika has issued the Building Permission (Raja Chitthi), vide No.

..... dated for construction of the Scheme named as " Landmark Prime" formed for the Residential Flats & Shops.

Out of the same, a Flat /Unit No. situated on the _____ Floor

of ' _____ ' Tower, is hereby sold to you, the Party of the Second Part. The Carpet Area of said Immovable Property is admeasuring about _____ Sq. Meters and Balcony/ies, admeasuring about _____ Sq. Meters and the Party of First Part has allotted the Parking No/s. _____ to Purchaser / Allottee. The said Immovable Property is bounded as under :-

Towards East :
Towards West :
Towards North :
Towards South :

Undivided Proportionate land share for the said unit is _____ Sq Mtrs

The District Collector, Vadodara has issued the Non-Agricultural Permission, vide Order No. N.A./S.R./500/2017-2018-No-Land-D/Kalam-65 Vashi / 145 / 2018 dated 05/02/2018 & N.A./S.R./768/2014-2015-No-Land-D/Kalam-65 Vashi / 6225-6233/ 18 dated 26/10/2018 and converted the said land into Non-Agricultural purposes.

Accordingly, said Immovable Property as described in the Schedule of the Property is sold to you, the Party of the Second Part, with rights for coming and going, with rights of disposal of water and with all the rights acquired by us in the said Property. Now the Party of the First Part, their legal representatives and heirs have now no Rights, Title and Interest in the said Property and you, the Party of the Second Part and your heirs, legal representatives became sole and absolute owner/s and occupant/s of the said Property and are entitled to mortgage, sell, gift etc. the said Property and are entitled to use and utilize the said Property as per your choice.

The promoter shall not have any claim over FSI, additional FSI and Terrace rights after building use permission has been obtained. Such rights if any will be enclosed by the society of Buyer.

The Party of the First Part has not created any charge of any nature over the said Property in any manner. The said Property is free from all encumbrances and the Titles to the said Property are clear and marketable and on given to you, the Party of the Second Part, this trust and assurance, this Property is sold to you by the Party of the First Part. Moreover, except we, the Party of the Second Part, there is no partner, co-partner, claimant, creditor or heir over this Property nor it is under any type of attachment etc. also.

That, prior to procure/obtain the Completion Certificate from Vadodara Mahanagar Palika, as per prevailing provisions of Law, Tax for the period for One (1)

Year for the said property is to be deposited by you, the Party of the Second Part in Vadodara Mahanagar Palika. Thus it's your responsibility to deposit that amount in Vadodara Mahanagar Palika.

You, the Party of the Second Part is/are now entitled to transfer this Property and mutate in your name in the Records of Vadodara Mahanagar Palika and Records of Vadodara City Survey Office & other Government & Semi-Government Offices as required, on the basis of this Sale Deed and for that we, the Party of the First Part hereby bind to give consent, statements and signature, whenever required by you, the Party of the Second Part.

For the Property as described in the abovementioned Schedule, the Party of the First Part has executed an Agreement for Sale on Date -----
----- vide Registration Sr. No. ----- in favour of you, the Party of the Second Part. The said Agreement has been executed by & amongst the Parties and the same is to be considered as a part and partial of this Sale-Deed and all the Terms & Conditions of said Agreement shall be applicable and binding to all the Parties.

That the name of the whole Scheme is given as "Landmark Prime" and that shall remain permanent. And we, the Party of the First Part, has formed this Scheme with Commercial & Residential Units.

As demarcated in the Approved Plan of the scheme known as, 'Landmark Prime', all the 6 Meters wide internal roads shall be use & utilize by all the Flat/unit owners in common. Moreover all the unit owners / members will have common right to drive their vehicles and also to take connection/s of the Water, Drainage, Gas, Telephone etc. from the lines laid down for the same. And no or any member shall have any right to raise any objection or create any obstruction at the time of taking connections from that laid lines. Moreover, whatever the expenses regarding the said internal road like, cleanliness, repair & maintenance, any Government & Semi Government Taxes etc. expenses shall be paid by you, the Party of the Second Part proportionately.

As demarcated in the approved Lay-Out Map / Plan of the said Scheme, all Common Plots and all the common amenities provided in that common plots by us, the Party of First Part, shall be use and utilize by all the unit owners in common. And also you, the Party of the Second Part have right to use the same, commonly with other owners. Moreover, whatever the expenses regarding the said Common Plots and all the common amenities provided in that common plots like cleanliness, repair & maintenance, any Government and Semi-Government Taxes etc. expenses shall be paid by you, the Party of the Second Part proportionately.

That for all Residential unit owners of the said Scheme, we, the Party of the

First Part are going to provide common amenities like Main Line of Drinking Water & Drainage, underground GEB Cabling, Tri-mix Cement Concrete Road, Street Light, Paver Blocks in the Open Marginal Space etc., whatever expenses regarding these common amenities arises like, cleanliness, repair & maintenance, any Government & Semi-Government Taxes etc. expenses shall be paid by you, the Party of the Second Part proportionately.

Moreover all the maintenance work of the underground electricity line installed for the said Scheme shall be carried out by all the members of the said Scheme at their own risk & cost and for the same, we, the Party of the First Part will not be responsible for any kind of cause & causes caused and subject to this condition only, you, the Party of Second Part has purchased the said property.

It is also agreed between the Parties that normal & reasonable structural reparations shall be done by the Party of the First Part till 05 Years (Five Years) from the date of Possession, except damage caused by the natural disaster such as Earthquake, Flood, Acts of God etc. and subject to this condition only, you, the Party of Second Part has purchased the said Property.

That for the Facilities of the said residential towers, situated in the said Scheme, We, the Party of the First Part are going to provide separate lift, staircase, common passage, common water lines & drainage line, common light fitting, overhead water tanks etc. That for the maintenance and payment of Government & Semi-Government Taxes for these common facilities & amenities to be provided, one or more Association/s is to be formed and you, the Party of the Second Part have to become member of the concern Association compulsorily and are required to pay the proportionate maintenance charges and with fulfillment of this condition only, the Property described in the aforesaid Schedule is hereby sold to you, the Party of the Second Part.

Moreover, the management of the undivided common area/s shall be done by the said Association as well as all the payment of Electricity Bills, Municipal Taxes, Government and Semi Government taxes etc. for these facilities provided are to be paid from the maintenance charge collected by the Association. And if in future such maintenance charges are found insufficient to be paid by any of the Association, then in that case, the Association may collect additional amount from all the concern members and in that case, you, the Party of the Second Part have to pay such amount if demanded by the Association, without fail and with this specific condition only, the said Unit is hereby purchased by you, the Party of the Second Part.

Moreover we, the Party of the First Part have floated the Scheme known as 'Landmark Prime' and for that reason, whenever an Association is formed for the said Project then in that Association, We, the Party of the First Part will not deposit the Maintenance Charges for the Units which remain unsold with us and binding to

that condition only you, the Party of the Second Part has purchased the property as

described in the Schedule and therefore in future you, the Party of the Second Part will not arise or create any objection for the same, individually or together with the other owners of said Project.

In the said Tower, staircase, common passages, common water lines & common drainage line, common light fitting, overhead water tank etc. shall be used and utilized by all the owners of the said Tower as per the rules & regulation decided by association of the said Project.

The Party of the Second Part or any other owner of the said Scheme has no right to make any kind of changes in the frame structure and in the elevation and colour of any Tower of said Project. Moreover, you, the Party of the Second Part will not have any right to make or put any kind of projection items, beneath the external walls of the Property sold to you, the Party of the Second Part.

That the facilities of common passages, staircase, O.T.S. and other common facilities shall be used and utilized for the purpose for which it are made for. The Party of the Second Part shall have no right to put any article or obstruction or can make any pucca or kachcha construction in the common passages, staircase or O.T.S. space.

That the maintenance and repairing of the underground water tank and overhead water tank is to be done according to the Rules and Regulations of the Association formed for the said scheme.

That the Property sold to you, the Party of the Second Part is situated in the said Tower of the said Scheme, you, the Party of the Second Part will have right to park your vehicle with the rest of the owners, as allotted by the Party of the First Part.

Moreover, you, the Party of the Second Part, either individually or jointly with the rest of the owners of the said Tower shall not make any kind of construction or make the Parking Space dirty intensely and shall not park the vehicle in the manner which may cause obstruction to anyone.

Moreover in the parking space situated on the front side of the shops, you, the Party of the Second Part will have no right to park your vehicles in the said parking space because the said parking space is reserved only for shop owners of the said Scheme and binding to that condition only, the Property described in the aforesaid Schedule is hereby sold to you, the Party of the Second Part.

To maintain the Unit at the own cost of Party of the Second Part Pat in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the Building / Tower in which the Unit is situated which may be against the Rules, Regulations or Bye-Laws or change/alter or make addition in or to the Building / Tower in which the Unit is situated and the Unit itself or any part thereof without the consent of the Local Authorities, if required.

Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building/Tower in which the Unit is situated or storing of which goods is objected to by the concerned Local or Other Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Tower in which the Unit is situated, including entrances of the Tower in which the Unit is situated and in case any damage is caused to the Tower in which the Unit is situated or the Unit on account of negligence or default of the Party of the Second Part in this behalf, the Party of the Second Part / Allottee shall be liable for the consequences of the breach.

To carry out at his / her / its own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Party of First Part to the Party of Second Part and shall not do or suffer to be done anything in or to the Tower in which the Unit is situated or the Unit which may be contrary to the Rules and Regulations and Bye-Laws of the concerned Local Authority or other Public Authority. In the event of the Party of the Second Part committing any act in contravention of the above provision, the Party of the Second Part shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or other Public Authority.

Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and

protect the other parts of the Tower in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Party of First Part and/or the Society / Association.

Not to do or permit to be done any act or thing which may render void or voidable any Insurance of the project land and the Tower in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the Insurance.

Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the Tower in which the Unit is situated.

Pay to the Promoter within 15 Days (Fifteen Days) of demand by the Promoter, his share of Security Deposit demanded by the concerned Local Authority or Government or giving water, electricity or any other service connection to the Tower in which the Unit is situated.

To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the Unit by the Party of the First Part for any purposes other than for purpose for which it is sold.

The Party of the Second Part shall observe and perform all the Rules and Regulations which the Society or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Tower and the Unit/s therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned Local Authority and of Government and other Public Bodies. The Party of the Second shall also observe and perform all the stipulations and conditions lay down by the Society / Association regarding the occupancy and use of the Unit in the Tower and shall pay and contribute regularly and punctually towards the Taxes, Expenses or other Out-Goings in accordance with the Terms of this Deed.

As you, the Party of the Second Part were in requirement to get executed the Sale Deed of the Property sold to you and get registered and for that reason only We, the Party of First Part have executed this Sale

Deed in favour of you, the Party of the Second Part but the physical possession of the said Property is not been handed over to you, the Party of the Second Part.

Moreover, at present there is no electric light connection in the said Unit, which is been sold to you by way of this Sale Deed and hence it is agreed between you, the Party of the Second Part and us, the Party of the First Part that the Possession of the Unit sold to you, the Party of the Second Part will be handed over to you, only after 30 (Thirty) working days of obtaining the Electricity Light Meter from M.G.V.C.L. (Madhya Gujarat Vij Company Limited) and binding to this condition only, the Unit as described in the aforesaid Schedule is sold to you, the Party of the Second Part.

Moreover, it is expressly agreed by the Purchaser that, if there is any delay on account of procedure or administration of the Vadodara Mahanagar Seva Sadan, the Party of the First Part shall not be responsible to get water, electricity and drainage connection to the unit as they are only facilitator. These obligations are beyond the scope of Party of the First Part.

The expenses of this Sale Deed like Stamp Duty & Registration Fees are to be borne by you, the Party of the Second Part. And moreover whatever the GST (Goods & Service Tax), T.D.S. or any other Government Taxes arise to be paid in future in respect for the purchase of the said Property, is also to be borne by you, the Party of the Second Part.

Moreover, a sum of Rs. _____/- (Rupees _____ Only) for the Maintenance Deposit are also to be paid by you, the Party of the Second Part before the execution of this Sale Deed to us, the Party of the Second Part. And as per the Stamp Act, if any additional Stamp Duty is levied in future, it would be the liability of the Party of the Second Part to pay the same with penalty.

That the Party of the Second Part has agreed to pay Rs. _____/- (Rupees _____ Only) as the Maintenance Deposit by Cheque No. _____ dated _____ of _____ (Bank) and Rs. _____/- (Rupees _____ Only) as Development Charges, by Cheque No. _____ dated _____ of _____ (Bank), to Promoter – Party of the First Part. In any circumstances, if any of the cheque, out of all the

cheques given returns back without clearing from bank (get Bounced) then in that case, this said Sale-Deed will be deemed as void & binding to this condition only, the said property is sold to you, the Party of the Second Part.

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, there under.

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 there under 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 Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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.

We the promoters will convey proportionate undivided share in common areas and facilities to the allottee who is paying consideration for the same and same time we will hand over lawful vacant and peaceful physical possession of proportionate undivided portion in common areas and other facilities to the association of the allottees

This Deed of Sale is executed by and between the Parties at Vadodara on this _____ Day _____ Month of Year _____ and the same shall be binding to the parties and their heirs, administrators, executors etc.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers) Second Part

1. _____

2. _____
3. _____

At _____ on _____

in the presence of WITNESSES :

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter/Landowner First Part:

(1)

Galaxy Realty

WITNESSES :

Name : _____

Signature : _____

Name : _____

Signature : _____

PHOTOGRAPH OF THE IMMOVABLE PROPERTY SOLD

Flat No., Floor, Tower....., Landmark Prime,

SCHEDULE AS PER SECTION 32-A OF THE REGISTRATION ACT, 1908

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers) Second Part

1. _____
2. _____
3. _____

At on

in the presence of WITNESSES :

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter/Landowner First Part:

(1)

Galaxy Realty

WITNESSES :

Name : _____

Signature : _____

Name : _____

Signature : _____