

DRAFT DATED 21-09-2017

SALE DEED
(DEED OF CONVEYANCE)

Apartment / Flat / Shop No. ----- with complete construction admeasuring ----- Sq.Mtrs. Carpet Area on ----- Floor of ----- Wing of "PRARTHANA VIHAR" project which has been constructed on non-agricultural 2923.00 Sq. Mtrs. bearing Block No. 158, Old Survey No. 171, T. P. Scheme No. 1 (Sevasi No. 1), Original Plot No. 71, Final Plot No. 154 of village Sevasi, Taluka and District Vadodara.

Sale Price Rs. -----
Stamp Duty @ 4.9 % Rs. -----

This SALE DEED (Deed of Conveyance) is made and executed at Vadodara on ----- -9-2017 (----- day of September Two Thousand Seventeen) and ----- day BY AND BETWEEN:

THE PARTY OF THE FIRST PART / SELLER / PROMOTER :

M/S. D D REALTY a partnership firm having its place of business at : B/201, Saflya Park Lane, Near Akashvan Society, New Alkapuri, Gotri, Vadodara-390021; (PAN No. AANFD7431M), represented by its Managing Partner : SHRI SHANTILAL SAVJIBHAI DHANANI, aged about 62 years, occupation agriculture and business, residing at B/201, Saflya Park Lane, Near Akashvan Society, New Alkapuri, Gotri, Vadodara-390021; Aadhaar No. 9964 1001 2254);

hereinafter referred to as "Seller" or "Promoter" of the One Part, which expression shall, unless repugnant to the meaning or context thereof, mean and include the Promoter Firm and its partners and their legal heirs, assigns, executors, legal representatives, etc.

AND

PARTY OF THE SECOND PART / PURCHASER(S) / ALLOTTEE(S):

1. SHRI ----- , aged about----- years, occupation -----, (PAN No. -----),
2. SMT. ----- , aged about----- years, occupation -----, (PAN No. -----),

Both residing at: ----- ;

hereinafter referred to as "Purchaser(s)" or "Allottee(s)" which expression shall, unless repugnant to the meaning or context thereof, mean and include the PURCHASER(S) himself / herself / themselves and his/her/their legal heirs, assignees, representatives, executors etc.

- A. Whereas Patel Marghabhai Khushalbhai was the original owner of land bearing Block No. 158 (old Survey No. 171) admeasuring 0-41-48 Hactre-Are-Sq.Mtrs. of village Sevasi, Tal. & Dist. Vadodara. Thereafter on his death, the name of his son Patel Chhitabhai Marghabhai was entered in the revenue records by mutation entry No. 128 dated nil. Thereafter, Patel Chhitabhai Marghabhai had died on 5-3-1971 and the name of his legal heir (1) Patel Jayantibhai Chhitabhai, (2) Patel Chandrakantbhai Chhitabhai, (3) Patel Hasmukhbhai Chhitabhai, (4) Patel Parvatiben Chhitabhai, (5) Patel Savitaben Chhitabhai and (6) Patel Jayaben Chhitabhai were entered in revenue records by mutation entry No. 1464 dated 13-8-1971 by way of succession. Thereafter, Jayaben Chhitabhai Patel had died on 10-12-1980 and the names of her legal heirs (1) Sanjuben Arvindbhai Patel and (2) Patel Jitendrabhai Arvindbhai Patel were entered in revenue records by way of succession by mutation entry No. 4963 dated 07-01-2010.
- B. Thereafter the above land owners have sold the said land by registered sale deed No. 915 dated 21-1-2010 to (1) Pragjibhai Ranchhodbhai Desai, HUF through Karta Pragjibhai Ranchhodbhai Desai and (2) Rasilaben Shantilal Dhanani and their names have been entered in revenue records on the basis of sale deed by mutation entry No. 5055 dated 28-05-2010.
- C. The said land has been covered in T.P. Scheme No. 1 (Sevasi No.1) of VUDA and has been allotted original Plot No. 71 and Final Plot No. 154. The area of the said land as per the village form No. 7/12 was 4148 Sq.Mtrs. and the area of the said final plot No. 154 is 2923 Sq.Mtrs. The said land is situated in Resident Zone (R-1) as per Zoning Regulation of VUDA.
- D. The Collector of Vadodara has granted permission for non-agricultural purposes for residential purposes of the said land vide his order bearing No. NA/SR/154/2016-17 and No. Land-D/Sec-65/WS/3192 to 3200/16 dated 20-06-2016.
- E. The Vadodara Urban Development Authority (VUDA) has granted permission for construction in the said land vide Development Permission / Raja Chitthi No. ----- dated ----- . The land owner / developer / promoter M/s. D D Realty has organized a scheme / project in the name of PRARTHANA VIHAR in the said land. As per the approved lay-out plan, the developers have constructed towers Four residential buildings / towers "A", "B", "C" and "D" in the project named "PRARTHANA VIHAR" having Basement (Parking) + Ground Floor (Ten shops and parking) + First Floor + Second Floor + Third Floor + Fourth Floor + Fifth Floor + Sixth Floor + Seventh Floor. There are four flats on each floor of all these buildings / towers.
- F. The Vadodara Urban Development Authority (VUDA) has issued Plinth Checking Certificate bearing No. ----- dated ----- and Completion Certificate bearing No. ----- dated ----- Occupation Certificate bearing No. ----- dated ----- in respect of the construction of the said project. The promoter has also provided and given common amenities which were promised by the promoter.

- G. Thus, the Seller cum Promoter is the lawful owner of the said land the structure constructed thereon.
- H. And whereas the Seller cum Promoter has sold the Apartment / Flat / Shop No. ----- admeasuring ----- Sq.Mtrs. of Carpet Area constructed on ----- Floor in----- wing of “PRARTHANA VIHAR” project to the Purchaser(s). The Seller cum Promoter has received payment of sale consideration from the purchaser(s). Therefore the Seller cum Promoter hereby executes this SALE DEED in favour the Purchaser(s) on the following terms and conditions. The Apartment / Flat / Shop sold by this sale deed is more particularly described in the schedule annexed hereinafter and it is referred to as “the said Apartment / Flat / Shop” or "the said property" in the sale deed for the sake of brevity.
1. The Seller cum Promoter hereby assures to the Purchaser(s) that the Seller cum Promoter is the legal owner of the said land and has organized and constructed the said “PRARTHANA VIHAR” scheme in the said land. That no other person or institution has any claim, right, title, interest or encumbrance in the said Apartment / Flat / Shop. The title of the said Apartment / Flat / Shop is clear and marketable. However, if any defect is found in the title of the said property then the Seller cum Promoter and purchaser will jointly remove the same at their cost.
 2. The Seller cum Promoter has sold the said Apartment / Flat / Shop to the Purchaser(s) for a sale consideration of Rs. ----- (Rupees ----- Only). The Seller cum Promoter has received the amount of sale consideration from the Purchaser(s) by way of the following cheques / RTGS / NEFT transactions. The Seller cum Promoter hereby acknowledges the receipt of the entire sale consideration.

Name of Bank	Cheque No.	Date	Amt. Rs.
		Total Rs.	

3. The Purchaser(s) has/have obtained a loan from ----- Bank for purchasing the said Apartment / Flat / Shop. And at the request of the Purchaser(s) the said Institution / Bank has paid certain sum to the Seller cum Promoter. The Seller cum Promoter has adjusted the said payment towards the sale consideration. The Purchaser(s) alone shall be responsible for the repayment of the said loan.
4. The Seller cum Promoter has handed over the actual, physical, vacant and peaceful possession of the said Apartment / Flat / Shop to the Purchaser(s) on ----- and the Purchaser(s) has/have received the possession. Henceforth the Purchaser(s) has/have become entitled to possess and enjoy the said Apartment / Flat / Shop as lawful owner.

5. The Seller cum Promoter has sold the said Apartment / Flat / Shop with proportionate rights for the use of common water connection and common drainage connection. The Seller cum Promoter has sold the said Apartment / Flat / Shop along with the proportionate share in the undivided common land of the said project, common parking space and common facilities of the complex / scheme and also along with all legal and equitable rights and easements. All such common lands of the scheme shall be held jointly by all the members of the said scheme and all the members shall have proportionate share in the said undivided land. Such proportionate share is to be calculated on the basis of the carpet area of respective Apartment / Flat / Shop. But the member shall not be entitled to claim partition or separation of his/her/their undivided share in the said land.
6. All the members shall be entitled to the common use and enjoyment of common facilities like roads, parking space, lifts, stair case, water facility, security facility, sweeper facility, etc. and shall have to pay proportionate share in the maintenance charges for the same. All the members of the said scheme shall have to form an association / society / committee for the management and maintenance of the said scheme / buildings and all apartment / flat / shop holders shall have to compulsorily become members in such association / society / committee and shall observe the rules and regulations of the same and shall pay proportionate common maintenance charges.
7. The terrace rights of the said entire building shall remain with the Seller cum Promoter. If in future, any extra / additional FSI becomes available for extra / additional construction on the terrace, then the Seller cum Promoter shall be entitled to make such extra / additional construction and all the members of the said building shall not make any obstruction or raise any objection against such extra / additional construction. The persons to whom such units are sold shall be entitled to become members of the association / society / committee of the said building and shall have to pay proportionate share in the common maintenance charges. The promoter shall be entitled to put mobile towers, telephone towers, TV towers, antennas, generators for running such towers and shall also be entitled to give terrace on lease to other persons, parties, firms, companies, institutions, etc. The promoter shall be entitled to a right of way and approach for themselves, their staff members and also for staff members of concerned parties for operating, maintaining and repairing such towers, equipments and machines and for bringing such equipments and machines in vehicles.
8. The Seller cum Promoter and promoter have paid the property taxes, electricity bills, water charges, and all other taxes, charges, bills and dues of Government, Semi-government and Local institutions and authorities pertaining to the said Apartment / Flat / Shop and proportionate share in the common taxes and charges till the date of this sale deed. However, if any such dues have remained outstanding till the sale deed then the Seller cum Promoter will have to pay the same. The Purchaser(s) shall pay all such

future taxes, charges, bills, etc and proportionate share in the common taxes and charges from the date of this sale deed.

9. The Purchaser(s) has/have become legal owners of the said Apartment / Flat / Shop and as such have become entitled to own and possess the said Apartment / Flat / Shop and have also become entitled to deal with and dispose of the said Apartment / Flat / Shop by way of sale, lease, mortgage, exchange, gift or in any other manner and to execute necessary deeds and documents for the same.
10. The Purchaser(s) shall not make any internal changes in the construction of the said Apartment / Flat / Shop without obtaining prior permission from the concerned government authority, semi-government authority, local authority, association/society of the project and developer/promoter of the said project. The Purchaser(s) shall not make any changes or alteration in the RCC frame structure. The Purchaser(s) shall not make any changes or alteration in the internal construction of the said unit apartment / flat / shop whereby any damage is likely to cause to the RCC frame structure, stability and strength of the said building. The Purchaser(s) shall not make any changes in the elevation and outer look of the said building. All the Purchaser(s) / members of the said building / scheme shall occupy and use their premises / units with co-operation and unity and shall not do any act which may cause harassment and/or nuisance to other occupants and members in the said building / scheme. The developers have given the name "PRARTHANA VIHAR" to the said scheme and the Purchaser(s) / members shall not be entitled to change the name of the said scheme.
11. The Purchaser(s) have become entitled to get the said Apartment / Flat / Shop transferred in their name in revenue records of the said property and also in the records of the Vadodara Municipal Corporation, Gujarat Electricity Board, Madhya Gujarat Vij Company Ltd, City Survey Office, Village Panchayat Office, Association of the said scheme and in the records of all other offices, institutions and departments of the Government, Semi Government and Local Authorities. The Seller cum Promoter shall give full co-operation to the Purchaser(s) for this purpose. The Purchaser(s) alone shall bear all the expenses for such transfers.
12. The Seller cum Promoter and promoter has handed over the photostat / zerox copies of the title deeds and statutory permissions and other relevant documents relating to the said entire land of the project to the Purchaser(s) during the course of negotiations of this transaction. The Purchaser(s) has/have inspected and verified such title deeds, documents, papers and statutory permissions and have been satisfied with the same. The original documents of title of the said project land shall remain with the promoter. And the promoter shall allow the purchaser(s) and other members of the said scheme to inspect and make copies of the same at the convenience of the Seller cum Promoter.
13. The Purchaser(s) have inspected the said Apartment / Flat / Shop carefully and have been satisfied with the quality of construction work and also been satisfied with the quality of materials used for the construction. The

Purchaser(s) hereby confirm and admit that the construction of the said Apartment / Flat / Shop has been carried out as per the agreed specifications. The Purchaser(s) have also inspected and tested the electric fittings and other facilities of the said Apartment / Flat / Shop and have found the same in good working condition and have been satisfied with the same. Therefore, in future, if something goes wrong with such fittings and facilities or any damage is caused to construction work, then the Purchaser(s) shall have to repair the same at their cost and risk.

14. If within a period of five years from the date of handing over the Apartment / flat / shop to the Purchaser(s) or from the date of completion certificate (which ever period expires first), the Purchaser(s) brings to the notice of the Promoter any structural defect in the Apartment / flat / shop or the building in which the Apartment / flat / shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects, then the Purchaser(s) shall be entitled to receive from the Promoter, compensation for such 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.
15. The Purchaser(s) shall use the said apartment / flat / shop or any part thereof or permit the same to be used only for purpose of apartment / flat / shop or lawful commercial activities and shall not use it or allow to be used it for any other purposes.
16. The Purchaser(s) along with other Purchaser(s) of Apartment / flat / shops, in the building shall join in forming and registering the Society or Association or a limited Company 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 or limited company 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 Purchaser(s), so as to enable the Promoter to register the common organization of Purchaser(s). No objection shall be taken by the Purchaser(s) if any, changes or modification 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 or the Registrar of Companies, as the case may be, or any other Competent authority
17. The Purchaser(s) shall maintain his/her/their apartment / flat / shop/unit at the Purchaser(s)'s own cost in good and tenantable repair and condition from the date that of hand over of possession and shall not do or suffer to be done anything in or to the building in which the apartment / flat / shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the apartment / flat / shop is situated and the apartment / flat / shop itself or any part thereof without the consent of the local authorities, if required;

18. The Purchaser(s) shall not store in the apartment / flat / shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the apartment / flat / shop is situated or storing of which goods is objected to by 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 building in which the apartment / flat / shop is situated, including entrances of the building in which the apartment / flat / shop is situated and in case any damage is caused to the building in which the apartment / flat / shop is situated or the apartment / flat / shop 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.
19. The Purchaser(s) shall carry out at his/her own cost all internal repairs to the end apartment / flat / shop and maintain the apartment / flat / shop in the same condition, state and order in which it was delivered by the Promoter to the Purchaser(s) and shall not do or suffer to be done anything in or to the building which the apartment / flat / shop is situated or the apartment / flat / shop which may be contrary to the rules and regulation and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
20. The Purchaser(s) shall not to demolish or cause to be demolished the apartment / flat / shop 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 apartment / flat / shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the apartment / flat / shop is situated and shall keep the portion, Sewers, drains and pipes in the Apartment / flat / shop 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 building in which the apartment / flat / shop 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 Apartment / flat / shop without the prior written permission of the Promoter and the society or the Limited Company and statutory authorities.
21. The Purchaser(s) shall not to do or permit to be done any act of thing which may render void or voidable any insurance of the project land and the building in which the apartment / flat / shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
22. The Purchaser(s) shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment / flat / shop in the compound or any portion of the project land and the building in which the apartment / flat / shop is situated.
23. The Purchaser(s) shall pay to the Promoter within 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 building in which the Apartment / flat / shop is Situated.
24. The Purchaser(s) shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 building and the Apartment / flat / shops 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 Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the Society Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment / flat / shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
25. If any expenses or charges become payable in future towards development charges, betterment charges on implementation of town planning scheme by Vadodara Municipal Corporation then the Purchaser(s) shall have to pay proportionate charges for the same.
26. The Purchaser(s) alone will bear all the expenses of this sale deed like stamp duty, registration charges, drafting charges, miscellaneous expenses, etc.

-: SCHEDULE :-

: DISCRIPTION OF THE APARTMENT / FLAT / SHOP SOLD:

Apartment / Flat / Shop No. ----- with complete construction admeasuring ----- Sq.Mtrs. Carpet Area situated in ----- Direction on ----- Floor in ----- Tower of "PRARTHANA VIHAR" project which has been constructed on non-agricultural land admeasuring 2923.00 Sq. Mtrs. bearing Block No. 158 (Old Survey No. 171) which has been covered in T. P. Scheme No. 1 (Sevasi No. 1) and allotted original Plot No. 71, Final Plot No. 154 of village Sevasi, Taluka and District Vadodara in the Registration District Vadodara, Sub-District Vadodara-4 (Gorwa) in the State of Gujarat. The proportionate share of ----- Sq.Mtrs. in the common and undivided land of the said project is also sold with the said unit by this sale deed. The measurement of the said land was per Revenue Records and Village Form No. 7/12 was 4148 Hectare-Are-Sq.Mtrs. and the Revenue Account No. 789 and Assessment Rs. 5.37 Paise.

The entire land of the project is bounded by as under:

On the East	:	Adjoining F. P. No. 158
On the West	:	Adjoining F. P. No. 151
On the North	:	Adjoining F. P. No. 153 and 155
On the South	:	12 Mtrs wide T P Road

The said Apartment / Flat / Shop No. ----- is bounded by as under:

On the East	:	-----
On the West	:	-----
On the North	:	-----
On the South	:	-----

Both the above parties have executed, signed and made this sale deed with their free consent, without fear or force, and with full knowledge of its effects on their respective interest.

SELLER CUM PROMOTER :

M/S. D D REALTY a partnership firm
represented by its Managing Partner
Shri Shantilal Savjibhai Dhanani

PURCHASER(S) / ALLOTTEE(S):

- | | | |
|----|------------|-------|
| 1. | Shri ----- | ----- |
| 2. | Smt. ----- | ----- |

WITNESSES:

- | | |
|----|-------|
| 1. | ----- |
| 2. | ----- |

Property Photograph-1

Postal Address of property: Apartment / Flat / Shop No. -----,
PRARTHANA VIHAR, Block NO. 158, T. P. Scheme No. 1 , F. P. No. 154,
Village Sevasi, Ta. Dist. Vadodara.

Signature of Seller

Signature of purchaser(s)

Property Photograph-2

Postal Address of property: Apartment / Flat / Shop No. -----,
PRARTHANA VIHAR, Block NO. 158, T. P. Scheme No. 1 , F. P. No. 154,
Village Sevasi, Ta. Dist. Vadodara.

Signature of Seller

Signature of purchaser(s)

Schedule of signatures, photographs and left hand thumb impressions of the parties as per Section 32-A of The Registration Act.

Signature of seller cum promoter	photograph	thumb impression
Signature of purchaser	photograph	thumb impression