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SALE DEED

The Flat No., _____ having carpet area admeasuring about _____ Sq. Mtrs. (_____ Sq. Ft.), and having built up admeasuring about area _____ Sq.Mtrs., as per approved building plans on _____ Floor in _____ direction in Tower-"_____" in "_____" scheme constructed on _____ Sq. Mtrs. of land of Plot No.3 of Revenue Survey No. _____ / Paiki 1 and 11 / Paiki 2 of Village _____, Taluka and District _____. That the project is registered with RERA and have Registration No. _____

Sale Price Rs. _____/-

Stamp Duty Rs. _____/-

This SALE DEED is made and executed at Vadodara on ____-____-2018(_____ day of _____Two Thousand Eighteen) and _____day BY AND BETWEEN:

THE PARTY OF THE FIRST PART / SELLERS:

M/S. _____A company registered under Companies Act 1956, having its registered office at _____ having its Income Tax PAN No. _____and having CIN- "_____", represented by its Authorized Signatory **Shri.** _____aged Adult, and residing at Ahmedabad, duly authorized by the Company vide its Board Resolution dated _____. Hereinafter referred to as the "PARTY OF THE FIRST PART" or "THE SELLERS" which expression shall unless it be repugnant to the context or meaning thereof, include its present and future directors and the legal heirs, executors, assigns and administrators of the last surviving directors.

AND

THE PARTY OF THE SECOND PART / PURCHASERS:

1. _____aged about _____ years, occupation _____ and having Income Tax Permanent Account No. _____
2. _____aged about _____ years, occupation _____ and having Income Tax Permanent Account No. _____
Residing at: _____

Hereinafter referred to as the "PARTY OF THE SECOND PART" or the "PURCHASERS", which expression shall, unless it be repugnant to the context or meaning thereof, include the legal heirs, assigns, executors and legal representatives of the PURCHASER.

Whereas land admeasuring 3-72-31 Hectare-Area-Sq.Mtrs. of Revenue Survey No. _____ has been divided into two parts that is 2-27-13 Hectare-Are-Sq.Mtrs. land of Eastern part is known as Survey No. 11/Paiki 1 and 1-45-18 Hectare-Are-Sq.Mtrs. land of Western part is known as Survey No. 11/Paiki 2. The land owners of Survey No. 11/Paiki 1 and 11/Paiki 2 have jointly prepared lay-out plan for development of the said land. The Vadodara Urban Development Authority (VUDA) has granted permission for the development of the said land vide Permission No. UDA/Plan-2/Parvangi/93/2014 dated 22-07-2014. The Collector of Vadodara has given permission for non agricultural use of the land of Survey No.11/Paiki 1 vide his order bearing No.Rev / NA / SR / 239/ 2011-2012 and No. Land-D / Sec-65 / WS / 711 / 2012 dated 24-02-2012. The Collector of Vadodara has given permission for non-agricultural use of the land of Survey No.11/Paiki 2 vide order bearing No. NA / SR / 205 / 2010-2011 and Land-D / Sec-65 / WS / 9224 / 2010 dated 17-01-2011.

The total area of land bearing Survey No. 11/1 and 11/2 is _____ Sq. Mtrs. As per approved lay-out plan the said land is divided into 5 Plots and each plot has been provided a separate common plot. A public road of 75 meters wide passes through nearby the southern boundary of the said land and _____ meter wide internal road is provided for all the _____ plots for their approach from the 75 meters wide public road. The _____ meter wide internal road is provided for common use for the owners / members of all the 5 plots as mentioned in the approved lay-out plan.

As per the approved lay-out plan the area of 5 plots and proportionate area in common road coming to the share of each of the said 5 plots is mentioned hereunder in tabular form.

AREA TABLE (In Sq.Ft.)

Plot No.	Sq. Ft. Area of Plot at site		Proportionate share in common Road. (Sq. FT.)		Total area (Sq.Ft) from both Survey No.		Total area (Sq.Ft.) of plot
	Survey No. 11/1	Survey No. 11/2	Survey No. 11/1	Survey No. 11/2	Survey No. 11/1	Survey No. 11/2	
1							
2							
3							
4/A							
4/B							
Total							

The SELLERS M/s. _____ has purchased _____ Sq. Mtrs. of land bearing Plot No. _____ and _____ Sq. Mtrs. of proportionate share in Common Road for Plot No. _____ from Revenue Survey No. 11 Paiki 2 from its original owners _____ and _____ by a registered Sale Deed No. _____ dated _____. The SELLERS M/s. _____ has purchased _____ Sq. Mtrs. of land being the proportionate share in common road of the said scheme for the said Plot No. _____ from Revenue Survey No. _____ Paiki _____ from its original owners _____ and Bai Ganga widow of _____ by a registered Sale Deed No. _____ dated _____. Thus, the present SELLER M/s. _____ have organized a residential scheme on area measuring about _____ Sq. Mtrs. in the name of "_____" in the said land. As per the approved lay-out plans Tower "_____" having total _____ Units (_____ Units of 3 BHK & _____ Units of 2 BHK) have been organized in Plot No. _____ by M/s. _____.

The SELLERS M/S. _____ has sold the Flat/ Unit No. _____ having carpet area (as per RERA) admeasuring about _____ Sq. Mtrs. (_____ Sq. Ft.) and having built up area admeasuring about _____ Sq.Mtrs., on _____ Floor in _____ direction in Tower- "_____" as per approved plans in the project name as "_____" residential scheme which has been organized and constructed on _____ Sq. Mtrs. (_____ Sq. Ft.) of land of Plot No. _____ bearing Revenue Survey No. _____/Paiki _____ of village _____, Taluka and District _____ in the Registration District and Sub-District _____ in the State of _____, together with common usage right of common areas and common facilities of the Project. The said Flat / Unit is sold along with proportionate share of _____ Sq. Mtrs., in the common plot, common road and all other common and undivided land of the said scheme for a total Consideration of Rs. _____/- (Rupees _____ Only)

Together with:-

- a) Exclusive Balcony/Veranda admeasuring about _____ Sq.Mtrs, forming part of the Unit.

Note: - "Carpet Area" shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

The SELLER has received entire payment of sale consideration from the PURCHASERS and therefore hereby executes this SALE DEED in favour the PURCHASERS on the following terms and conditions. The property sold by this sale deed is more particularly described in the schedule annexed hereinafter and it is referred to as "the said flat" or "the said property" in the sale deed for the sake of brevity.

1. The SELLER hereby assures to the PURCHASERS that the SELLER is the legal owner and occupier of the said land. The land owner / seller has organized and constructed the said "Dove Deck" scheme in the said land. No other person or institution has any claim, right, title, interest or encumbrance in the said property. The SELLER has not made any agreement in respect of the said Flat / Unit with any other person. And the said project land has not acquired by the Government or any other Authority and no such notice for acquisition has been upon the SELLER. The title of the said property is clear and marketable and no litigation is pending before any court of law on the land of the project. The SELLER is free and competent to sale the said unit to the PURCHASER. The PURCHASER(s) has/have also verified the title documents of the said land and the statutory permissions and approvals obtained by SELLER for organizing the said scheme, and has/have confirmed and satisfied as to the title clearance of the said flat / property.
2. The SELLER has sold the said Flat to the PURCHASER(S) for a sale consideration of Rs. _____/- (Rupees _____ Only). The SELLER has received the entire amount of sale consideration from the PURCHASER(S) by way of the following cheques / RTGS transactions. The SELLER hereby acknowledges the receipt of the entire sale consideration.

Name of Bank	Cheque / RTGS No.	Date	Amt. Rs.

3. In case of payment of sale price made by cheques which are yet to be presented to clearing in the Bank, then in that case this sale deed shall come into force on realization of proceeds of such cheque/cheques. If any such cheque/cheques is/are dishonored then the sellers/developers shall become entitled to cancel the sale deed and to take back the possession. Apart from the Sale Deed amount any other payment as required to be paid against the said unit or otherwise like maintenance charges/ deposit etc., shall be cleared by the PURCHASER as and when required by the SELLER and any delay or default in the same will entitle the SELLER/DEVELOPER to cancel the sale deed and to take back the possession.
4. The SELLER has today handed over the actual, physical, vacant and peaceful possession of the said Flat to the PURCHASER(S) and the PURCHASER(S) has/have received the peaceful possession. Henceforth the PURCHASER(S) has/have become entitled to possess and enjoy the said property as legal owner(s).
5. The PURCHASER has checked verified and satisfied himself regarding the quality, design, plans, specifications, amenities, measurement of the carpet area and other area of the

construction work and said Unit. And the PURCHASER do not have any query, objection, claim etc., in this regard and he shall not raise any dispute in this regards at anytime in future except as otherwise provided in this agreement.

6. The SELLER has sold the said flat along with the proportionate share in the undivided land of the common roads, common plot, common areas/ land of the said building, and common facilities of the complex / apartment / 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 area of respective flat. But member shall not be entitled to claim partition of separation of his/her/their undivided share in the said land. All the members shall be entitled for 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 flat 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 persons to whom such flats are sold shall mandatorily become members of the association / society / committee of the said building and shall have to pay proportionate share in the common maintenance charges and strictly adhere to the provision as contemplated in the Clause 18, 18.1, 19 and any other related clauses or provisions of the Agreement to Sell.
8. The SELLER has 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 Flat till the date of this sale deed. However, if any such dues have remained outstanding till the sale deed then the SELLER will have to pay the same. The PURCHASER(S) shall pay all such future taxes, charges, bills, etc from the date of this sale deed.
9. The PURCHASER(S) has/have become legal owners of the said flat and as such have become entitled to own and possess the said flat and have also become entitled to deal with and dispose of the said flat by way of sale, lease, mortgage, exchange, gift or in any other manner and to execute necessary deeds and documents for the same. The PURCHASER(S) has/have also become entitled to make necessary repairs and internal changes in the construction of the said flat without causing damage to the structure and strength of the said building. But the PURCHASER(S) shall not make any changes in the elevation and outer look of the said building. All the PURCHASERS / members of the said building / scheme shall reside 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 Sellers have given the name "Dove Deck" to the said scheme and the PURCHASER(S) / members shall not be entitled to change the name of the said scheme.

10. The PURCHASER(S) has/have become entitled to get the said Flat transferred in his/her/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 shall give full co-operation to the PURCHASERS for this purpose. The PURCHASER(S) alone shall bear all the expenses for such transfers.
11. THE SELLER has handed over the authenticated photostat / zerox copies of the relevant documents relating to the said property to the PURCHASER(S) today. The PURCHASER(S) has/have inspected and verified the relevant documents of Title of the said property and have been satisfied with the same. The original documents of title of the said land shall remain with the SELLER and the SELLER will allow the members to inspect and make copies of the same at the convenience of the SELLER.
12. The SELLER has constructed and sold the said flat as per approved lay-out plans / building plans, and the PURCHASER shall not make any changes in the plans, structure, design of the said the Flat.
13. If within a period of five years from the date of handing over the Unit to the Purchaser, the Purchaser brings to the notice of the Seller any structural defect in the Unit or the building in which the Unit are situated then, wherever possible such defects shall be rectified by the Seller at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Seller, compensation for such defect in the manner as provided under the Act. Provided that the Seller 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 Seller or beyond the control of the Seller.
14. The PURCHASER herewith covenants with the SELLER as follows:-
 - i. To maintain the Unit at the PURCHASER's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building 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 in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

- ii. 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 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 building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the PURCHASER in this behalf, the PURCHASER shall be liable for the consequences of the breach.
- iii. To carry out at his 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 SELLER to the PURCHASER and shall not do or suffer to be done anything in or to the building 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 PURCHASER committing any act in contravention of the above provision, the PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. 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 Unit 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 building 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 SELLER and/or the Society or the Limited Company.
- v. 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 building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. 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 building in which the Unit is situated.
- vii. 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 PURCHASER for any purposes other than for purpose for which it is sold.

- viii. The PURCHASER shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the PURCHASER to the SELLER under this Agreement are fully paid up.
 - ix. The PURCHASER 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 Units 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 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 Unit 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.
 - x. The PURCHASER shall permit the SELLER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
15. The PURCHASER(S) alone will bear all the expenses of this sale deed like stamp duty, registration charges, drafting charges, miscellaneous expenses, etc. and also the service tax, GST tax or any other statutory taxes, duties, charges, etc in relation to the said flat. The PURCHASER(S) alone will bear all the additional / deficit stamp duty, Taxes, duties, charges whether payable as additional, punitive, fine, penalty or of whatsoever nature if imposed or attracted on this Sale Deed and/or on the transaction of the said flat; by the order of any Government, Semi-Government or Statutory Authority or Court for any reason whatsoever. In all such circumstances the SELLER shall not be responsible for the same and the Purchaser hereby promises the Seller to keep the Seller indemnified for the same immediately.
16. The SELLER agrees to pass on the benefits of GST surplus (if any) to all the PURCHASER(S) as per the GST Act and it shall be passed on to all individual PURCHASER(S) in the form of a refund based on the calculation of overall impact of GST on the project at the time of completion of the entire project.
17. This Sale Deed together with the Schedules and Annexures shall constitute the entire final agreement/Sale between the Parties hereto and shall supersede all prior proposals, negotiations, understandings and agreements, agreement to sell, whether oral or written exchanged or executed between the parties.

18. **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.

-: SCHEDULE:-

: DESCRIPTION OF THE FLAT / UNIT SOLD:

The piece and parcel of Flat / Unit No. _____ having carpet area (as per RERA) admeasuring about _____ Sq. Mtrs. (_____ Sq. Ft.) and having built up admeasuring about area _____ Sq.Mtrs., on _____ Floor in _____ direction in Tower-"_____" as per approved plans in the project name as "_____" residential scheme which has been organized and constructed on _____ Sq. Mtrs. (_____ Sq. Ft.) of land of Plot No. 3 bearing Revenue Survey No. _____/ Paiki _____ of village _____, Taluka and District _____ in the Registration District and Sub-District _____ in the State of _____, together with common usage right of common areas and common facilities of the Project. The said Flat / Unit is sold along with proportionate share of _____ Sq. Mtrs., in the common plot, common road and all other common and undivided land of the said scheme. The lay-out plan of the said scheme has been approved vide Development Permission No. UDA/Plan-2/Parvangi/93/2014 dated _____. The said Flat / Unit is bounded by as under:

The said Flat is bound by as under.

On the East	:	_____
On the West	:	_____
On the South	:	_____
On the North	:	_____

Together with: -

- b) Exclusive Balcony/Veranda admeasuring about _____ Sq.Mtrs., forming part of the Unit.

All 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.

THE PARTY OF THE FIRST PART / SELLERS:

M/s.

Represented by its authorized signatory

Mr. _____

WITNESSES:

1. -----

2. -----

PROPERTY PHOTOGRAPH-1

PROPERTY PHOTOGRAPH-2

Postal Address of property: Flat / Unit No. _____ Tower _____ Plot No. _____
_____, _____ scheme, R. S. No. _____ Village _____,

SIGNATURE OF SELLER

SIGNATURE OF PURCHASER

**SCHEDULE OF SIGNATURES, PHOTOGRAPHS AND LEFT HAND THUMB IMPRESSIONS
OF THE PARTIES AS PER SECTION 32-A OF THE REGISTRATION ACT.**

SIGNATURE OF SELLER	PHOTOGRAPH	THUMB IMPRESSION
SIGNATURE OF PURCHASERS <u>MR.</u> _____	PHOTOGRAPH	THUMB IMPRESSION
SIGNATURE OF PURCHASERS <u>MR.</u> _____	PHOTOGRAPH	THUMB IMPRESSION