

SALE DEED

FLAT NO. :

The Flat no. C/ admeasuring about carpet area _____ sq.mtrs (_____ sq.ft) and having built up admeasuring about area _____ sq.mtrs. on _____ floor in _____ direction of tower-"C" in "Indralok Apartments" residential scheme which has been organized on 1019.83 sq.mtrs of non-agricultural land of _____ part out of total 4755.00 sq.mtrs Non- Agriculture land bearing Survey no. 309, Sheet no. 54, City Survey no. 613 total area admeasuring 1019.83 Sq. Mtrs. of village Maneja, lying being registration Sub District and District Vadodara, together with common areas and common facilities of the project. The project is registered under the provision of RERA act 2016 and having registration no.

Sale price Rs. _____/-

Stamp duty Rs. _____/-

This SALE DEED is made and executed on _ - _ - 2018
(_____ day of _____

Two thousand eighteen) and _____ day at Vadodara BY
AND BETWEEN:

THE PARTY OF THE FIRST PART /SELLER :

Meridian Ventures, Proprietorship Firm of Mr. Kirti Premraaj Jain(HUF) and having Income Tax Permanent Account No. AAAHJ8515J, having its place of business at A-1, Samarpan Society, Behind Raneshwar Mandir, Vasna Road,

include the company and its directors, officers, agents, assignees, representatives, etc.

AND

THE PARTY OF THE SECOND PART/ PURCHASERS:

_____ 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 "PURCHASER(S)", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the PURCHASER(S) and his/her/their legal heirs, assignees, executors and legal representatives, etc.

- 1) That the non-agricultural land bearing Survey No.309 having its Sheet No.54 of City Survey, Chalta No.4, having City Survey No. 613, ad measuring 4755.00 Sq. Mts. of Mauje Village Maneja belonging to the ownership, enjoyment and possession of Seller herein was Originally owned by M/s. Chainani Infra Pvt. Ltd. That, M/s. Chainani Infra Pvt. Ltd. from its entire non agricultural land admeasuring 4755.00 Sq.mtrs. sold land area admeasuring 1019.83 Sq.mtrs by way of Sale deed dated 18-05-2011 which was duly registered with the office of Sub Registrar, Vadodara at serial no. 5429/2011. Thus, the Seller became owner and possession holder of the said land upon purchasing the land vide sale deed and on the basis of aforesaid sale deed, the Vendor carried out necessary entry to the said effect in the Revenue Record/City Survey on dated 11-10-2012 which was duly Certified and necessary mutation entry no. 2459 in this regard was carried out in the name of Party of the First part on 01-12-2012.

- 2) That, the said land area admeasuring 1019.83 Sq.mtrs

Ward-12/L-146/2010-2011 dated 08.10.2010, & Rajachithhi No.Ward-12/L-204/2010-2011 dated 07/01/2011 by approving maps/plans and accordingly, the scheme titled as **INDRALOK** Apartment with permission to construct 32 nos. of residential flats over the said land is organized.

The SELLER has sold the Flat No. _____ having Carpet area admeasuring about _____ Sq.mtrs. (_____ Sq. Ft.) and having built up admeasuring about area _____ Sq.mtrs., on _____th Floor in _____ direction of Tower- "C" as per approved plans in "Indraok Apartments" residential scheme which has been organized on 1019.83 Sq.mtrs of land bearing Survey no. 309, Sheet no. 54, City Survey no. 613 of moje village Maneja, lying being registration Sub District and District Vadodara together with common usage right of common areas and common facilities of the Project.

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 veranda 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 PURCHASER(S) and therefore hereby executes this SALE DEED in favour the PURCHASER(S) 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 PURCHASER(S) that the SELLER is the legal owner and occupier of the

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 the 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/cheque is /are dishonoured then the SELLERS/developers shall become entitled to cancel

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.
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 does not have any query, objection, claim etc. in this regard and he shall not raise any dispute in this regards in anytime in future except as otherwise provided in this agreement.
6. The SELLER has sold the flat along with proportionate share in the undivided land of the common road, 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 undivided land. Such proportionate share is to be calculating 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

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 compulsory 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 herien 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 the 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 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

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 "Indralok Apartments" 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 PURCHASER(S) 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 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 flat.

13. If within a period of five years from the date of

then, wherever 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 which cannot be attributable to the SELLER or beyond the control of the SELLER or is due to the reason of any damage/harm caused to the structure by the actions/acts/negligence of the purchaser or any other person or party.

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 entrances of 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

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 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 conditions, 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 ay insurance of the project land and the building in which the unit is situated or any part thereof whereby any increased premium shall become payable in respect of the insurance.
- vi) Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion 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.

- viii) The purchaser shall not let, sublet, 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.
- 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 other public bodies. The purchaser shall also observe and perform all the 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 outgoings 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 building or any part thereof to view and examine the state and condition thereof.
- xi) 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 project land or any part thereof to view and examine the state and condition thereof.

15. If any expenses or charges become payable in future for acquiring the facilities of water, drainage, roads, street lights, etc. when the said area is covered in the limits of VUDA/Vadodara Municipal corporation, then the PURCHASER(S) shall have to pay

16. 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.
17. 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.
18. The sale deed together with the schedules and annexures shall supersede all prior proposals, negotiations, understandings and agreements to sell, whether oral or written exchanged or executed between the parties.
19. Dispute resolution:-Any dispute between parties shall be settled amicably. In the case of failure to settle the dispute amicably, which shall be referred to the authority as per the provision of the real estate (regulation and development) act, 2016, rules and regulations there under.

-: SCHEDULE:-

: DISCRPTION OF THE FLAT SOLD:

Immovable Property being flat no _____ having carpet area _____ admeasuring about area _____ sq.mtrs (_____ sq.ft) and having built up admeasuring about area _____ sq.mtrs. on _____ floor in _____ direction of tower-"C" in "Indralok Apartments" residential scheme which has been organized on 1019.83 sq.mtrs of non-agricultural land of _____ part out of total 4755.00 sq.mtrs Non-Agriculture land bearing Survey no. 309, Sheet no. 54, City Survey no. 613 total area admeasuring 1019.83 Sq. Mtrs. of village Maneja, lying being registration Sub District and District Vadodara, together with common areas and common facilities of the project. The said flat / unit has agreed to be sold with proportionate share of _____ sq.mtrs in the project land of the said scheme.

The said flat/unit is bounded by as under:

On the east :

On the west :

On the north :

On the south :

The seller and purchaser(s) 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 / SELLER :

PROPERTY PHOTOGRAPHS

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 PURCHASER	PHOTOGRAPH	THUMB IMPRESSION