

SALE DEED

Rs...../-

(Rupees) only

THIS INDENTURE OF SALE is made on the day of 20.

BETWEEN

The of the First Part / Purchaser :

1. Age: Years,
Occ.: R/o:
(PAN:.....)
2. Age: Years,
Occ.: R/o:
(PAN:.....)

(Hereinafter called as “**The Purchaser/s**” OR “**The Party of the First Part**”, which expression shall be deemed to include their heirs, executors, administrators and assignees etc.) of the **FIRST PART**.

AND

The Party of the Second Part / Vendor (Landowner) / Promoter:

Narayan Realty Infrastructure a Partnership Firm registered under the provisions of the Partnership Act, having its Business Office at: 4/A, Amrakunj Society – 2, B/h Spandan Apart., Urmi-Vaccine Road, Vadodara; (PAN No.....) represented through its Managing Partner Shri Kartikbhai Jayantibhai Panchal, Aged:- Adult, Occupation: Business / Agriculturist, having Address at: 4/A, Amrakunj society-2, B/h spandan apt., Urmi-Vaccine Road, Vadodara. (PAN No.)

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(Hereinafter referred to as “**The Vendor**” or “**The Promoter**” or “**The Party of Second Part**”, which expression shall unless it be repugnant to the context or meaning thereof, include their legal heirs, business heirs, executors, successors, administrators, assignees etc.)

WHEREAS land bearing Block No. 68 (Old R.S. NO. 100) admeasuring 11129 Sq. Mtrs. as per revenue records were owned by Mahendrabhai Jayantilal Shah & others. Thereafter, the said land owner Mahendrabhai Jayantilal Shah & others had sold the said land admeasuring 3440 Sq.mtrs to M/s Narayan Realty Infrastructure through their managing partner Shri Kartik Jayantibhai Panchal, the said transaction is entered at Sr. No. 4846 dated 28/09/2015 in office of sub registrar and the name of above purchaser were mutated in revenue records by mutation entry No. 6970 dated 25/05/2016 in the village records and duly certified by the competent authority on dated 23/08/2016. Thereafter the said land owners Mhahendrabhai Jyantilal shah and others had sold more land admeasuring 3440 Sq.mtr. to M/s Narayan Realty Infrastructure through their managing partner Shri Kartik Jayantibhai Panchal the said transaction is entered at Sr. No. 2436 dated 06/05/2016 in the office of sub Registrar, Vadodara, and the name of above Purchaser mutated in the revenue records by mutation entry 6971 dated 25/05/2016 in village records and duly certified by the competent authority on 23/08/2016.

AND WHEREAS the Collector of Vadodara has granted permission for Non-Agricultural use of 11129 Sq. Mtrs. of land of Block No. 68 (old R. S. No. 100) of Dumad vide his order bearing No. NA / SR / 345/ 2011-2012 & No. Land/D/Sec-65/Vashi/3391/2012 on dated 07.05.2012. The Vadodara Urban Development Authority has granted Development Permission for development & construction of residential & Commercial Units like Flat, Shops & office etc. upon 6880.00 Sq. Mtrs. of land vide Development Permission No. UDA / PLAN-2/ PERMISSION /414/2014 dated:- 05/01/2015 and further revised permission No. UDA / PLAN-2/ PERMISSION NO.-57/2018 dated-11/09/2018.

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The Party of the Second Part constructing / will construct and under process of necessary development of unit / flat / shops etc. and of entire project in the name & style of 'NARAYAN GREENWOODS' upon the said land.

AND WHEREAS, the promoter has registered the said project under the provisions of the Real Estate (Regulation & Re-development) Act, 2016 with the Real Estate Regulatory Authority at.....on.....under registration no.....

The party of the First Part have examined and studied the necessary Title documents, Lay-out plan & building plans, and Permissions & approvals, and has agreed to purchase the property with construction done as on date and / or construction to be done herein after for total sale consideration of **Rs...../- (Rupees.....) only** This amount includes amount payable for / towards cost of land payable the owners of the land. That, the total consideration amount of land and amount of construction is paid and shall be payable by the First party / to the Second party / Promoter, and hence receipt of the same is being accepted & acknowledge by concerned party/s to Present Deed, which is detailed below.

DETAILS OF SALE CONSIDERATION AMOUNT

Amount (Rs.)	Cheque No.	Date	Name of Bank

Hence as the above detailed payment received by Second Part / Promoter from the First Party / Purchaser and in consideration of that this sale deed is executed in favour of Purchaser / First Part and the Possession of the property shall hand over to purchaser / First Part with certain incomplete construction of the said property to the First part and remaining and / or any remaining part of construction, should have to be complete through Promoter as per specification at the cost and expenses of the purchaser, which is main terms of this Sale deed, and observance and

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follow- up of the same shall be the sole responsibility of the first part / purchasers. As per the current applicable Tax/s, whatever tax/s paid or to be incurred be paid First Part / Purchasers separately to the Second Part / Promoter.

Description of the Property Sold by this Sale Deed

Non-Agricultural Open land for residential & commercial purpose bearing Flat / Unit No. on.....floor inTower, internal carpet area of Unit is sq. mtr., balcony area sq.mtr., wash areasq.mtr., and thereby total carpet area comes tosq. mtr. along with construction area like lift-stair-passage sq.mtr., and undivided share of sq. mtr. along with completely approved & occupied F.S.I. and access & usage rights in the common roads, common plot and undivided land of the said scheme, known as “**Narayan Greenwoods**” which has been organized and developed on 6880 Sq. Mtr. land out of total. 8903 Sq. Mtr. land bearing Block Nos. 68 situated in Village Dumad, Taluka and District Vadodara in Registration and Sub-Registration District Vadodara. The said Plot / Unit is bounded as under:

On The East :
On The West :
On The North :
On The South :

Now, This Indenture of Sale witnesses as under:

Further the Second Part / Promoter covenant with the Purchasers that above said property is clear and marketable and the Second Part have not created any charge or encumbrance on the entire property in favor of any person and any manner whatsoever and no person has any right or interest demand claim or lies in respect of the said Flat / Unit hereby sold conveyed, transferred and assigned or any part thereof. There is no any type rights of any person or institution on the above said property. the first Part / Purchaser have checked and verified the tile of said property of their own and / or through authorized person / professional and upon, and after due satisfaction

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this deed is being executed in favour of the first part at request of and as part of process by / through the Second Part / Promoter.

The scheme constructed on the said land is and shall be known as **“NARAYAN GREENWOODS”** and no Member / Owner of the project either jointly or individually could change the said name.

AND WHEREAS, the Purchaser has gone through all the above referred documents and detail contain soft has a mean he/she is /are also totally satisfied with the title of the property and there after here requested the Promoter to allot the Flat / Unit No., onfloor, inTower of the project namely **“NARAYAN GREENWOODS”** internal carpet area of Unit is sq.mtr., balcony area sq.mtr., wash areasq.mtr., and thereby total carpet area comes tosq. mtr. along with construction area like lift-stair-passage sq.mtr., and undivided share of sq. mtr. in the project land in **“NARAYAN GREENWOODS”** and which is specifically described in **Schedule-B** here under and the Promoter also agreed for the same on the follow terms and conditions:

- 1) That, the Promoter agreed to sale the **Flat / Unit No. ____**, to the purchaser for the total consideration of **Rs. _____** /-(Rupees _____) only excluding the charges of Stamp Duty, Registration Fees, GST and any Government, Semi Government Tax/s which the purchaser have to pay separately The amount paid towards sale consideration to the promoter by the purchaser is as following.

Sr. No.	Cheque No.	Bank's Name	Date	Amount
1.				
2.				
3.				
4.				
5.				
Total				

- 2) That, the construction of the building shall be in accordance with the

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approved plan of VUDA Authority, and / or concern Authority/s but however, the Promoter shall be entitled to make any modification in the said plan as deemed necessary, for the just and proper for the construction of the Flat/Unit.

- 3) That the Purchaser bound to be the member of the association and he will have to pay the membership fees at the time of taking possession from component authority. The Purchaser should take possession within 3 months time period, if Purchaser fails to take possession it will be considered as deemed possession & he will have to pay common maintenance charges as decided by association of members/ society.
- 4) That till the date of delivery of possession or execution of sale deed or completion of the construction of the Plot/Unit under sale, whichever occurs earlier, the Developer will pay all the taxes and charges of the State Government and that of local authority and from the said date all such charges will be paid by the Plot/Unit Purchaser.
- 5) That the Purchaser also be liable to pay all the expenses required for the execution and registration of the conveyance deed in his favor and also share money deposits in respect to the Association.

DEFECT LIABILITY

- (6) Five years from the date of executing of sale deed or completion of construction in / of said unit or handing over the possession of said Unit to the Purchaser or date of Occupancy Certificate, whichever is earlier, the Purchasers/s brings to the notice of the Promoter any structural defect in the Unit Or the building in which the Unit is situated, where any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the promoter solely at his own cost and in case it is not possible to rectify such defects, then the Purchasers/s shall be entitled to receive such actual sum from the Promoter as compensation for such defect in the manner as provided under the Act. Provided however, that the /s shall not carry out any alterations of the whatsoever nature in the said Flat and specifically in the structure of the said of the said building which shall include but not

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limit to columns, beams etc. or in the fittings there in, in particular it is hereby agreed that the Purchase shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may resulting seepage of the water. If any of such works are carried out without the written consent of the Developer the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of duplex/ Unit by the Occupants, Natural calamities and Act of God, *Force Majeure* etc.

(7) That it shall be the responsibility of the Purchasers/s to maintain his unit in proper manner and take all due care needed including but not limited to the joints in the tiles in said unit is and shall regularly filled with white cement/ epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoter to the Purchaser / Purchasers ends before the defects liability period and such warranties are covered under the maintenance of the said unit/ building/ phase/ Tower, and if the annual maintenance contracts are not done/ renewed by the Purchaser and/or the Association of the project the Promoter shall not be responsible for any defects occurring due to the same.

8) That the Purchaser has been made aware and that the Purchaser expressly agrees that the regular wear and tear of the unit/ building/ includes minor hairline cracks on the external and internal wall excluding the RCC structure which happens due to variation in temperature of more than 20* Can which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser it shall be necessary to appoint an expert who shall be a nominated survey or who shall survey and assess the same and shall then submit report stating active defects in materials used, in the structure built of the unit/ building and in the workman ship executed keeping in mind the aforesaid agreed clauses of this

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agreement.

- 9) That, the Purchaser after obtaining the possession of the Unit shall not cause any such act thereby causing any damage to the RCC structures, flooring, common walls of building, beam to be caused.
- 10) That as per the terms and conditions mentioned in declaration in case FSI of the property described in Schedule-A is increased or by purchasing the TDR the Developer can raise further construction only further construction is allowed the percentage of undivided share in the common areas and facilities will be decreased proportionately and with this understanding Purchasers agreed to purchase the unit under sale.
- 11) If any marginal open space adjacent at ground floor or adjacent terrace or terrace above any Flat, has/have allotted by the promoter to the Purchasers of any flat in the building, such respective purchaser and occupier of such tenement shall use the same being open space or terrace etc., and not entitled to erect any type of permanent or temporary structure there on or cover any part of the terrace, to use any part of the terrace or parapet wall as the part of the flowerbed; and if any such Purchaser or occupier of unit holders in the building commit breach of this condition, the Promoter here in shall be entitled to remove such structure/s of any kind at the cost and risk of such respective flat buyers /allotter and recover the cost-free move land damages caused to the building from such Purchasers. In view of this condition, the Purchaser herein undertakes to abide above said condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use or common use.
- 12) That if the Purchasers desire to obtain the possession of the Unit/apartment under sale prior to obtaining the occupancy certificate, same will be delivered to Purchaser with the understating that the Purchaser will not get the water connection and / or any other appropriate connections etc. from VUDA or any other local authority

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till obtaining of occupancy certificate.

13) **Details of architect**

WHEREAS the Promoter as developer solely has entered into a standard Agreement / Contract / understanding with an Architect registered with the Council of Architects having **License No.** and such Agreement is as per the Agreement prescribed by the Council of Architects. However, the promoter herein has reserved the rights to change such Architect at any time if so desired by the promoter at its sole discretion.

Details of contractors

WHEREAS the Promoter as Developer solely has appointed having **License No.** - for the preparation of the structural design and Towers of the buildings and the Promoter accepts the professional supervision of the structural Engineer till the completion of the building / buildings. However, the promoter herein have reserved the rights to change such structural Engineer at any time if so desired by the promoter at its sole discretion.

14) **Details of Documents**

WHEREAS on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of Title, Deeds and Documents, Orders, NA Orders, Sanctions, Registration Certificates, other necessary approvals and permission 7/12 Extracts, Title clearance certificate with Title Search Report of the said land, commencement Certificate, Indemnity Bonds, Undertakings, relating to the project land and the plans, Lay-outs, designs and specifications prepared by the Promoter's Architects, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (herein after to be referred to as "the said Acts") and the Rules and Regulations made there under.

15) **ESCALATIONS**

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The Total Price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter solely under takes and agrees that while raising a demand on the Purchasers for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments at any time, after execution of this present deed the Central Government/ State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment / executive power etc. levies any tax /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said apartment or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Purchaser. The Purchaser here by indemnifies the Promoter and / or the owner / confirming party as And when requires from all such levies, cost and consequences.

SCHEDULE “A”

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The Collector of Vadodara has granted permission for Non-Agricultural use of 11129 Sq. Mtrs. of land of Block No.68 (old R. S. No. 100) of Dumad vide his order bearing No. / NA / SR / 345 / 2011-2012 & No. Land/D/Sec-65/Vashi/3391/2012 on dated - 07/05/2012. The Vadodara Urban Development Authority has granted Development Permission for development / construction of residential & commercial Units like Flat, Shops, Offices etc. upon 6880.00 sq. mtrs. of land vide Development Permission No. UDA / PLAN-2/ PERMISSION / 414 / 2014 dated:- 05/01/2015 and revised permission No. UDA / PLAN-2 / PERMISSION No. -57 / 2018 dated -11/09/2018. The said land bounded by:

East :

West :

North :

South :

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SCHEDULE-B

Flat / Unit No. on.....floor inTower, internal carpet area of Unit is sq.mtr., balcony area sq.mtr., wash areasq.mtr., and thereby total carpet area comes tosq. mtr. along with construction area like lift-stair-passage sq.mtr., and undivided share of sq. mtr. in “NARAYAN GREENWOODS” building at constructed on the property described in Schedule “A”. The Unit under sale is bounded by :

- East :
- West :
- North :
- South :

IN WITNESS WITH WHERE OF, THIS SALE DEED IS EXECUTED ON ____ DAY ____ OF _____ 20__ AT VADODARA.

The Party of First Part / Purchasers:

- 1.
- 2.

The Party of Second Part / Vendor / Promoter:

Narayan Realty Infrastructure a partnership firm represented though It's Managing Partner
Kartikbhai Jayantibhai Panchal

.....
(Kartikbhai Jayantibhai Panchal)

WITNESSES :

- 1. _____

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2. _____

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