

DRAFT SALE DEED

**: Shop/Office No....., Floor: -..... -, “Nazarbaug Palace ”
Tower-A+B of Mouje Village kasba in the Registration
District Vadodara and Sub-Registration District Vadodara
of Rs...../-**

In Words Rupees Only:

**THIS INDENTURE OF SALE made on -----day the ----- day of -----
-----, 2017 between-**

The Party of the First Part / Purchaser :

....., Age about, Occupation-
....., PAN NO:-, Residing:-
.....

(Hereinafter called as “**The Purchaser**” which expression shall unless it be repugnant to the context or meaning thereof, include the said company and its present and future directors and the legal heirs, executors, administrators and assignees unless the expression is repugnant of the context or meaning hereof) of the **FIRST PART**.

AND

The Party of the Second Part / Vendor :

**M/s. ONS Buildtech L.L.P. having its Income Tax PAN No. AAEFO4147N And represented by its authorized representative -
Mr....., Aged about Years,
Occupation –, Residing at**

(Hereinafter referred to as “**The Vendor**” which expression shall be deemed to include the said firm and its partners and their heirs, executors, administrators and assignees unless the expression is repugnant of the context or meaning hereof) of the **SECOND PART**.

Whereas the party of the Second Party is lawfully seized and possessor of the Non-Agricultural Land bearing **Vibhag -A, Tika No.15/1 , survey no.1/1 A-23/2. Total land admeasuring 10536.00 Sq. Mtrs. of Moje Village Makarpura** in the Registration District Vadodara and Sub- Registration District Vadodara, as its absolute owner and the property is free from all encumbrances and the title of the same is clear and marketable, which is more particularly described in **“Schedule-A”** hereunder written and hereinafter referred to as the **“Said Land”**.

Whereas the Vendor has purchased the said total 10536.00 Sq. Mtrs. land by registered sale deed vide No.8817 dated: 01.11.2017 from Gaekwad Real Estate Traders On the basis of the said sale-deed name of Vendor is entered in the City Survey Record and so Vendor becomes the absolute owner and occupier of the said land.

On the said land Vendor is to carry out the construction of Commercial Building, and Vendor has obtained necessary construction permission from Vadodara Mahanagar Seva Sadan. And the name of said building is given as **“NAZARBAUG PALACE” Tower-A+B.**

The party of the First Part have examined and studied the necessary documents, building plans and drawings and has agreed to purchase the **Shop No....., situated on the Floor,** of the building known as **“NAZARBAUG PALACE” Tower-A+B, Construction admeasuring Sq. Mtrs. Carpet Area.** more particularly described hereunder in the **“Schedule-B”** for or at a price of or in consideration of **Rs...../-(Rupees**)

: Details of the payment of Consideration :

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

The Party of the First Part has paid a sum of **Rs...../-(Rupees Only)** towards the full consideration (Subject to Realization) of the said **Shop No.....,Floor, “NAZARBAUG PALACE” Tower- A+B**, and the same have received by the Vendor / Developer as per the details provided above. The Purchaser has paid the total amount of consideration to the Vendor and vendors do hereby admit and acknowledge and confirm the receipt of the same.

Now, This Indenture of Sale witnessed as under:

In pursuance of the aforesaid consideration of **Rs...../- (Rupees.....)** being full consideration for sale of **Shop No....., Floor**, in a building known as **“NAZARBAUG PALACE”** situated on land bearing **Vibhag -A, Tika No.15/1 , survey no.1/1 A-23/2 Total land admeasuring 10536.00 Sq. Mtrs. of Moje Village Kasba** in the Registration District Vadodara and Sub-Registration District Vadodara, paid by the Purchaser to the Vendor, the Vendor also do hereby admit the receipt of the same.

The Vendor hereby grant, convey, assign and transfer to the Purchaser said **Shop No....., situated on theFloor**, of the building known as **“NAZARBAUG PALACE” Tower-A+B, Construction admeasuring Sq. Mtrs. Carpet Area**, more particularly described in the **“Schedule-B”** hereunder written and hereinafter referred to as the **“Said Shop”**.

In a building known as **“NAZARBAUG PALACE” Tower-A+B, kasba, Vadodara, Gujarat**, with all its apparent rights, interest, legal and incidental services, ditches, drains, liberties, profits, privileges, advantages, possession etc. as may be in Law available to the Purchaser in respect of the said **Shop No....., situated on the Floor**, belonging to or in any way appertain to or with the same or Vendor, any part thereof, now or at any time usually held and enjoyed, occupied, reputed or known as a part of or appurtenant thereof including the right as member or the right title benefit, interest to use, inheritance, possession claim and demand whatsoever both at

Law and equity. The vendor upon the entire property of which the said Shop sold conveyed transferred and assigned is a part.

To have and to hold the said Shop unto and to the use of the Purchasers free from all encumbrances and charges whatsoever and the Vendor covenants, that the Vendor have good and absolute title and authority to assign, convey, transfer and dispose of the said **Shop No....., situated on the..... Floor**, being part of the entire property known as **“NAZARBAUG PALACE” Tower-A+B** including the legal and other incidental and other benefits in favour of the Purchasers in the manner done here with. Further the Vendor and Developer covenant with the Purchasers that the Vendor and Developer have not created any charge or encumbrance on the said Shop or the entire property in favour of any person and any manner whatsoever and no person has any right or interest demand claim or lies in respect of the said Shop hereby sold conveyed, transferred and assigned or any part thereof.

The Vendor hereby declare that no proceedings are pending or any notice has been received by the Vendor for the acquisition of the said Shop/office or the whole property of which the said Office/shop is part. The Vendor further covenants that in future if any proceedings are instituted in respect of this property or if any action, matter, deed or things done committed by any party, the Purchasers may defend the same at the cost, risk and consequences of the Vendor. The Vendor further convents that the Vendor will execute all the necessary deeds, papers and writings which may be required to be executed and signed for perfecting the title of the Purchasers in respect of sale, conveyance, transfer, assignment of the said shop in favour of the Purchasers when called upon to do so by the Purchasers or from their agents, or attorney. The Vendor binds himself and agrees to indemnify the Purchasers in respect of any defect in title in respect of Shop sold, conveyed or transferred at any time and make good all its defects and remove the same at his costs and risk, in the event of failure of Vendor to make good the defect in title.

The Vendor do hereby declare that he has paid all the dues of the land revenue, municipal tax, cess, water tax, etc. till today. However if any amounts are found due, the Vendor undertake to pay the same.

The property mentioned hereunder in “**Schedule-B**” is permanently sold to the Purchasers for ever with all its right to pass & re-pass through roads and passage.

SCHEDULE – A

All that piece and parcel of Non-Agricultural Land of **Vibhag -A, Tika No.15/1 , survey no.1/1 A-23/2.Total land admeasuring 10536.00 Sq. Mtrs** of **Moje Village Makarpura** in the Registration District Vadodara and Sub-Registration District Vadodara of the Gujarat State. The said land is bounded as under:

On towards East : - Adjoining 7.5mtr Wide Road

On towards West : - Adj. sarkar wado

On towards North : - Arunoday Society

On towards South : - Mandvi Road

SCHEDULE- B

Description of the Property Sold by this Sale Deed

All that piece and parcel of Immovable property being **Shop No-....., situated on the Tower- A+0042, Floor, Construction admeasuring**

..... Sq. Mtrs. Carpet Area. Here on in the scheme known as “**WINGS**” being constructed on bearing **Vibhag -A, Tika No.15/1 , survey no.1/1 A-23/2.Total land admeasuring 10536.00 Sq. Mtrs.** of **Moje Village Kasba** in the Registration District Vadodara and Sub-Registration District Vadodara of the Gujarat State, which is bounded as under :

On towards East : -

On towards West : -

On towards North : -

On towards South : -

The aforesaid property mentioned in **Schedule-B** has been sold with all its relevant rights, with right to come and go and disposal of water and with right to get whatever may be found, with ownership right till the sun shines irrevocably. Therefore Purchaser and their heirs, guardian etc. all have become independent owners of the said Shop and Purchaser have the right and authority to occupy the said property.

The Purchaser has checked the construction of the said Shop and fully satisfied with the construction made by the Vendor / Developer and in future purchaser shall not raise any kind of query regarding construction of the said Shop & complex.

All the tax of Vadodara Mahanagar Sevasadan of the said Shop sold by this sale deed is to be borne by the Purchaser only and Vendor are not responsible for any kind of tax.

The VENDOR have sold the said property along with electricity connection, water connection and drainage connection. The VENDOR have sold the said property along with the proportionate share in the undivided land of the common roads, common plot, common land of the said building, parking space 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 Shop / unit. But member shall not be entitled to claim partition or 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 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.

The property sold to the Purchasers is in Residential building system and Purchasers shall have to follow/obey some general rules which is as under:

1. The VENDOR have handed over the Photostat / Xerox copies of the relevant documents relating to the said property to the PURCHASERS today. The PURCHASERS 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 Vendor **M/s. ONS Buildtech L.L.P.** and the will allow the members to inspect and make copies of the same at the convenience of the VENDOR.
2. The PURCHASERS have inspected the said Shop/ Unit 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 PURCHASERS hereby confirm and admit that the construction of the said Shop / Unit has been carried out as per the agreed specifications. The PURCHASERS have also inspected and tested the water fittings, drainage fittings, electric fittings, sanitary fittings and other facilities of the said Shop/Unit and have found the same in good working condition and have been satisfied with the same. Therefore, in future, if any leakage takes place in such fittings or something goes wrong with such fittings and facilities or any damage is caused to construction work, then the PURCHASERS shall have to repair the same at their cost and risk.
3. If any expenses or charges become payable in future for acquiring the facilities of water, drainage, roads, street light, etc. when the said area is covered in the limits of Vadodara Municipal Corporation, then the PURCHASERS shall have to pay proportionate expenses / charges for the same.

4. All the owners of the said Scheme have to occupy staircase, drainage, under ground, over head tanks, electric motor, Lift, common light, points of the said building and common passage of the said building equally and its maintenance charges whatever it may be is to be paid equally and the said amount is to be paid by all Shops owners.
5. All the owners of the said Scheme shall form Mandal / Association or Service Society and Purchasers shall have to become its member compulsorily and shall pay amount of share towards maintenance.
6. The Terrace rights of the said building shall remain with the Developer **M/s. ONS Buildtech L.L.P.** If in future, any extra / additional F.S.I. becomes available for extra / additional construction on the terrace, then the Vendor / developer **M/s. ONS Buildtech L.L.P.** 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 shop/office is 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.
7. The PURCHASERS have also become entitled to make necessary repairs and internal changes in the construction of the said Shop/ Unit without causing damage to the structure and strength of the said building. But the PURCHASERS 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 developers have given the name “**NAZARBAUG PALACE**” **Tower A+B** to the said scheme and the purchasers / members shall not be entitled to change the name of the said scheme.
8. All the members of the said Commercial Scheme have to bear all the expenses for common facilities like Garden, Common Roads, Lifts,

Electric Motor for Water, Light and maintenance charges of complex, security and its colour expenses proportionately.

- 9. Due to natural calamities or due to any cause the Tower/Building is collapse or damage, all the members of the said Tower/Building can construct the same jointly on their own cost.
- 10.The Walls and Slab of above and below of the property sold by this sale deed is of the joint ownership with the adjacent shop. The purchaser has no right over the other property of the said Building except property mentioned in the schedule-B mentioned hereinabove.
- 11.The PURCHASERS alone will bear all the expenses of this Sale Deed like stamp duty, registration charges, drafting charges, miscellaneous expenses, etc.

The aforesaid Indenture of Sale is executed by the Vendor willingly and after understanding and reading the same and the same is binding to the Vendor and their heirs and legal representatives forever.

Here Signature

Here Witness

The Party of the Second Part / Vendor: M/s.
ONS Buildtech L.L.P. a Partnership Firm
through its authorized representative –
Mr.

1.....

2.....

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