

SALE DEED

THIS INDENTURE made at Vadodara on _____ day of the
_____ 2017 BETWEEN

EXECUTEE - THE PARTY OF THE FIRST PART : (PURCHASER)

Mr. _____ Aged : _____, Occupation _____

PAN No. :

Residing at : _____

(hereinafter referred to as THE PARTY OF THE FIRST PART
“PURCHASER”, which expression includes the executee to the sale deed,
the party of the First Part and his/her/their legal heirs, administrators,
executors, and assigns, etc.)

EXECUTANT - THE PARTY OF THE SECOND PART : (SELLER)

**Shree Giriraj Developers a partnership firm through it's Administrative
Partner Madhukar Dhirajlal Sheth, Aged : 60 years, Occupation:
Business,**

Residing at : 101, Shree Radhe Residency, 3, Prakash Colony,

Jetalpur Road, Vadodara -390007

PAN NO :

(hereinafter referred to as THE PARTY OF THE SECOND PART
“SELLER”, which expression shall unless it is repugnant to the context or meaning
thereof, deemed to include the executant to the sale deed, the party of the Second
Part and it's present & future partners and their legal heirs, administrators,
successors, executors, assigns etc)

Do hereby execute this deed of sale that....

We the party of the Second Part (SELLER) is owner of the property which is specifically described in **Scheduled -B**. And we have decided to sell the said property to the Party of the FIRST PART (PURCHASER) by taking consideration from the PURCHASER.

1. WHEREAS THE OWNER is absolutely seized and possessed of and otherwise well and sufficiently entitled to Piece or Parcel of Immovable Property bearing

PLOT NO	AREA SQMT	AREA SQFT	UNDIVIDED LAND SHARE (SQMT)
23	703.207569.24	91.32	
24	721.377764.83	93.67	
25	653.887038.36	84.91	
TOTAL	2078.45	22372.43	

out of land undivided proportionate share of 28130.00 square meters of land bearing city survey no.1537A (allotted in lieu of revenue survey nos.494/2 part, 500 part, 501/A/1 part, 501/A/2/1 & 502) of Mouje Vadodara Kasba, Taluka & District Vadodara more particularly described in the **Schedule - A** hereinafter written and herein under referred to as said property.

2. That the owner of the land bearing R. S. No. 494/2, 500 (part), 501/A/1, 501/A/2/1 (Part) 502, City Survey no. 1537/A, total admeasuring 28130 sq. mtrs. of mouje : Jetalpur (Vadodara Kasba), M/s. Windward Builders Pvt. Ltd. LLP and M/s. Siddhivinayak Enterprise a partnership firm have made a different plots of different size and for (1) plot no. 23, admeasuring 7567 sq. ft., (2) Plot no. 24, admeasuring 7765.19 sq. fts. & (3) Plot no. 25,

admeasuring 7040.05 sq. fts. total admeasuring 22372.19 sq. fts. (appox. 2078.45 sq. mtrs.) non agricultural land M/s. Windward Builders Pvt. Ltd. LLP have executed Reg. Deed of Conveyance no 5224 dtd. 29/6/2017 in favour of M/s. Giriraj Developers a partnership firm through its partner Madhukar Dirajlal Sheth and M/s. Siddhivinayak Enterprise a partnership firm through its partner Hirenbbhai Shashikant Patel had sign as a confirming party in the said Conveyance Deed.

AND WHEREAS THE OWNER/DEVELOPER has prepared plans for construction of building on the said land which is more particularly described in the **Schedule-B** hereinunder written and herein under referred to as **said premises**.

That Collector of Vadodara had issued Revised N. A. Order for commercial purpose vide no. B.5./N.A./S.R./59/2007/2008 & No. Binkheti/Kalam-66/Vashi/1502/2008 dtd. 7/7/2008 for R. S. No. 494/2 Paiki, 500 Paiki, 502, 501/A/Paiki, 501A/2/1, City Survey no. 1537 paiki admeasuring 28130 sq. mtrs. of mouje : Vadodara Kasba (Sayajiganj).

That Vadodara Mahanagar Seva Sadan had issued Development Permission/Raja Chitthi no. Ward/6/L/167/2016-17 dtd. 11/1/2017 for R. S. No. 494 Paiki, 500 Paiki, 501/A/1 Paiki, 501/1/A/2, 502 of mouje : Vadodara Kasba in the name of Windward Builders Pvt. Ltd.

That Vadodara Mahanagar Seva Sadan had issued Revised Development Permission/Raja Chitthi no. _____ dtd. _____ for (1) plot no. 23, admeasuring 7567 sq. ft., (2) Plot no. 24, admeasuring 7765.19 sq. fts. & (3) Plot no. 25, admeasuring 7040.05 sq. fts. total admeasuring 22372.19 sq. fts. (appox. 2078.45 sq. mtrs.) situated in R.

S. No. 494 Paiki, 500 Paiki, 501/A/1 Paiki, 501/1/A/2, 502 of mouje :
Vadodara Kasba in the name of M/s. Giriraj Developers.

3. According to the said N. A. Order, Development Permission and by virute of Development Agreement the party of the Second part have organised a Residential Scheme named “**Shyama Residency**” & constructed residential Flats in the **Schedule-A** land.
4. AND THE PARTY OF THE SECOND PART have agreed to sell the Floor Space Index (F.S.I.) pertaining to Flat No. _____ situated on the _____ **Floor** admeasuring **about** _____ **sq. ft. carpet area**, which is specifically described in **Schedule - B** to the Purchaser i.e. THE PARTY OF THE FIRST PART by this Sale Deed.

**NOW BY THIS INDETURE WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS
FOLLOWS :**

1. In consideration of the total sum of Rs. _____
(Rupees _____ only) as detailed below, being the total
sale consideration Rs. _____
(Rupees _____ only) is to be paid by the purchaser to the
seller. And for that the Seller have executed Reg./Notary Agreement to Sale
in favour of the Purchaser dtd. _____ Reg. No. _____.
2. The Seller do hereby aknowledges and to from the said property and every
part thereof doth for ever, acquit, release and discharge to The Purchaser the
said property, which is specifically discribed in the **Schedule-B** hereunder
written together with the ussuages, appurtances, easements, advantages,

rights etc. whatsoever to the said property or any part thereof belonging or in any manner appertaining to or with the same any part thereof now or at any time hereto for usually held, used, occupied or enjoyed therewith landings, drive-ways in to and out of the parking space and water supply and whatsoever at law and in the equity of The Seller, in to out of or upon the said property is hereby granted, released, conveyed and assured and intended or expressed to be with all the rights and appurtenances unto and to the use and benefit of The Purchaser for ever.

3. The Seller DO HEREBY COVENANT with the Purchaser that notwithstanding any acts, deeds, matters or things by the Seller done, executed, omitted or knowingly suffered to the contrary, the Seller now have good right, full power and absolute authority to sell, transfer, convey and absolutely assign the said property unto and to the use of the Purchaser in the manner aforesaid AND THAT the said property and every part thereof shall remain and be quietly entered into upon held and enjoyed and profits received thereon by the Purchaser without any interruption or disturbance by the Seller or any other person or persons claiming through or under it and without any lawful disturbance or interruption by any other person whatsoever.

**Details of payment of consideration made by the purchaser the Party
of the SECOND PART (Seller)**

Sr. No.	Amount (Rs.)	Particulars	Paid to
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Total Rs. _____ (Total Rupees _____ only)

4. Subject to realisation of the aforesaid cheque THE PURCHASER has purchased and Seller have sold the said property more particularly described in Schedule-B hereunder written and the purchaser has been given possession of the said property conveyed hereunder as absolute owner on and from dt._____ and the purchaser acknowledges having received peaceful vacant possession of the property conveyed hereunder on the aforesaid date and the purchaser shall hold, possess, occupy and enjoy the said property and receive the issues and profits thereof and for its own use and benefit without any suit eviction, interruption, hindrance, denial, claim or demand whatsoever by or from the Seller or any other person.

AND THIS DEED FURTHER WITNESS AS FOLLOWS :

The Seller hereby declare and undertake to the Purchaser as under, namely

1. The Seller are the full and absolute owner of the said property having acquired the same and no other person have right, whatsoever for this property. This have been understood explicitly by Seller and hereby gives their consent without any reservation for this sales transaction as per the terms and conditions given in this sale deed.
2. That the title of the Seller to the property is clear and marketable and free from all reasonable doubts and the Seller have not created any third party interest therein, whether by way of charge, lien, right of maintenance, occupancy or any other form of interest or any other encumbrance thereon, in favour of any other person or persons or any institute and the Seller alone are fully entitled to occupy, possess, transfer by way of sale or otherwise

alienate the said property without any obstruction, impediment, restriction or otherwise from any third party.

3. That the Seller have not obtained any loan/financial assistance/facilities/subsidy against the said property from any bank (nationalized or otherwise and scheduled, non-scheduled or private) or any other financial institutions. The Seller further declare that the said property is free from all encumbrances, claims, litigation/s or demands of any kind or nature whatsoever. It is hereby declared that no adverse thing of any kind exists against the said property. The Seller hereby declare that the title deeds, documents, writings in respect of the said property is not deposited, mortgaged or surrendered with any bank or financial institutions for equitable mortgage or for any other purpose whatsoever.
4. That the Seller have not received any notice for acquisition or acquiring the said property or any part or portion thereof.
5. That the Seller have made full and true disclosure of the nature of their rights to the said property and declared that the said property is free from all encumbrances, claims, litigation/s demands etc. and if some one claims and right, lien or claims and demand in any form, the Seller will settle it at their expenses and if they fail to settle, the Purchaser will settle it through the court of law and all the cost for the same will be borne by the Seller.
6. That the Seller have not entered into any agreement with anyone & they have not given power of attorney to any one with regard to the said property.

The Seller have handed over to the Purchaser all the documents of title to the said property in its possession.

THE SELLER HEREBY FURTHER DECLARE TO, AND COVENANT WITH, THE PURCHASER AS FOLLOWS, namely :

1. That the Seller have delivered to the Purchaser, peaceful and vacant possession shall at all time hereafter peacefully and quietly enter upon, occupy, possess and enjoy the said property and benefits thereof to and for its own use and benefit without any interruption, claim or demand whatsoever from or by the Seller or any one or more of them or any person or persons lawfully or equitably claiming or to claim by from, under through or in trust for them.
2. The Seller by executing this sale deed have given consent to transfer the water connection, light (Electricity/Power) connection etc. in the name of the Purchaser and if required, shall execute the necessary documents in this behalf without any extra cost. Also now on the basis of this present deed, the Purchaser has become the owner of the said property and the Seller hereby undertake to execute the necessary documents for effectually transferring the said property in the name of Purchaser at all places including records of Panchayat, Corporation, City Survey Office and other local Govt. and revenue officers etc.
3. The Seller doth hereby declare, confirm and state that all taxes, cess and fees in respect of the said property, have been duly paid by them and that if any liability subsequently arises in respect of any past dues, till the date of execution of this Deed, the same shall be solely and absolutely borne and paid by the Seller and they shall indemnify the Purchaser of any such payment or liabilities that may arise after execution of this Deed.

4. That the Seller shall indemnify and keep indemnified the Purchaser against all adverse claims in respect of the said property, which may be made by reason of any defect in the title of the Seller of the said property.
5. Save and except in respect of the undivided proportionate share or interest in the land applicable to the property sold by the Seller and save and except the rights in the said Unit/Flat together with the rights and benefits of the common parts the common easements, quasi-easements, benefits privileges and advantages appertaining thereto be conveyed or granted.
6. That The Seller have exclusive right to possess, use, utilised and dispose of the roof and the tarrace of the said building and to put the lock and key at the main entrance subject to the right of access to the specify part or portion thereof to the purchaser and the co-purchasers in the said building for the purposes of servicing the overhead water tanks and TV anatennas, but such access would not create any right of the roof or tarace in favour of The Purchaser and /or any society or Association to be form amongst the purchaser and co-purchasers in the said building, provided however any such society or association shall be entitled to repair the terrace and roof of the building including the parapet walls at its own costs or charges subject to obtaining the prior consent in writing of the Vendor's. It is clarified that the Seller shall be entitled to utilise and/or otherwise dispose of the front or road side portion of the said terrace of the aggregate open space therein and/or utilise extra F.S.I. eligible/obtain for further constrction from Municipal Corporation. A Duplicate of the key of the lock on the main entrace to the roof shall be delivered to the Associatin or society to be forms as hereinafter mention.

7. It has been specifically agreed between the parties that the purchaser shall have no claim in respect of the said premises to be constructed i.e. open spaces, and the terrace rights, which will remain the property of the vendor/seller permanently.

THE PURCHASER HEREBY COVENANTS WITH THE OWNERS...

1. That the purchaser has paid entire consideration amount as mentioned in para - 3 on page no. _____ to the Seller, but in any case if any cheque dishonoured by whatsoever reason by the bank then the sale deed shall be forfeited and the purchaser bound to pay expenses incurred by the Seller.
2. That the purchaser shall have to get complete the incomplete construction on the sold plot area as per specification given by the Seller at their own cost with **Shree Giriraj Developers a partnership firm** only.
3. The purchaser shall not use the said premises or any portion thereof in such manner which may be or is likely to cause nuisance or annoyance to the occupiers of the other Unit/Flat in the said land or to the owner or occupiers of adjoining or neighbouring properties nor shall use the same for any illegal or immoral purposes.
4. The purchaser shall not decorate the exterior of the said premises acquired by the purchaser otherwise than in manner as near as may be in which the same was previously decorated. The name of residential complex “**Shyama Residency**”.
5. The Purchaser of a Unit/Flat has given the right of the passage is only to use and they are restricted to put any object in front of the passage which is Inconvenient to anybody and he is also restricted to put any projection in front of his Unit/Flat.

6. For the purpose of the maintenance purchaser has to paid Rs. _____ for the life time maintenance charges in the name of maintenance association or society decided by the Seller. And any further maintenance charges is needed by the society then the all co-purchasers of the different Unit/Flat owners have to bear such maintenance charge in the Proportionate amount as decided by the maintenance society or the association.
7. The Purchaser shall not know or accumulate any dirt rubbish garbage or refuse or permit the same to be thrown or allow the same to be accumulated in the purchaser's premises or in the compound or any portion of the **"Shyama Residency"** and shall not light or burn coal, coke or charcoal in the common areas in the said premises.
8. In the event of society or an Association being formed and registered by the purchasers of all the Unit/Flat in the said property the powers and authorities of the society or Association so formed of the purchaser and other purchasers of the said Unit/Flat shall be subject to the over all authorities and control of the Seller till construction of the said Unit/Flat is completed.
9. THAT the Purchaser shall undertake the construction on the said property as per the rules and regulations of the local body regulating the rules for the same.
10. That all the expenses for this Sale Deed, including stamp and registration charges, etc., shall be borne by the Purchaser.

SCHEDULE - A

Piece or Parcel of Immovable Property bearing

PLOT NO	AREA SQMT	AREA SQFT	UNDIVIDED LAND SHARE (SQMT)
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On or towards East :- Open land owned by Archaic Properties pvt ltd
On or towards West :- 12 mtr wide road
On or towards North:- Plot no. 22
On or towards South:- Open land owned by Archaic Properties pvt ltd

SCHEDULE - B

THAT THE PARTY OF THE SECOND PART as a owner/developer of the above said property & the owner/developer have construct Residential Scheme named “**Shyama Residency**” & constructed _____ high rise residential (Tower) and in Tower____, ____ & ____ are Residential AND the Seller have sold the Floor Space Index (F.S.I.) pertaining to Unit/Flat No. _____ situated on the _____ Floor of Tower _____, admeasuring about _____ sq. ft. Carpet Area and _____ sq. fts. proportionate land to the Purchaser i.e. THE PARTY OF THE FIRST PART by this Sale Deed.

On or towards the East by -

On or towards the West by -

On or towards the North by -

On or towards the South by -

The description of the above property is also given in the attached plan and the same will form part of this sale deed.

THIS DEED OF SALE is executed by and between the parties at Vadodara on this _____ day _____ month 2017 and the same shall be binding to the parties and their heirs, administrators, executors etc.

Signed, sealed and Delivered by
within named the Vendor and the
Party of Second Part,

Witness :

Shree Giriraj Developers
a partnership firm through it's
Administrative Partner
Madhukar Dhirajlal Sheth

