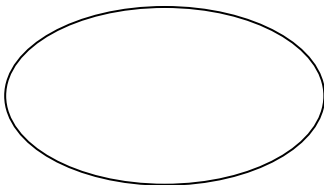
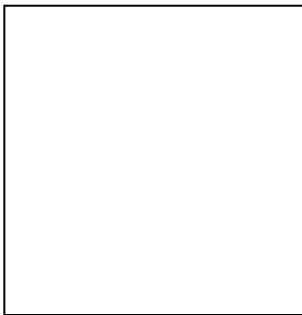




॥ Shree Ganeshay Namah ॥



.....
Photograph, Signature & Left Thumb Impression of
the person producing the Sale Deed

SALE DEED

Shops/Showroom/Office No. _____ on _____ Floor of “ELITE ELEGANCE” project which has been constructed on non-agricultural land 4350.00 Sq. Meter. bearing Revenue Survey No. 56 And 57, T. P. Scheme No. 60, Final Plot No. 52, City Survey No. 2448/k of village Gotri, Taluka and District Vadodara.

This SALE DEED is made and executed at Vadodara on / /2022 By And Between:

THE PARTY OF THE FIRST PART / SELLER / PROMOTER :

SHIV ENTERPRISE (PAN No. : AEJFS 1898 D), a partnership firm having its place of business at **“Elite Elegance”**, Nr. Collabera, Gotri-Sevasi Main Road, Gotri, Vadodara-390021. Represented by its authorized Partner Shri **Chetan Rameshbhai Jogi**, aged about 45 years, Occupation - business, Residing at : Vadodara, Aadhaar No. - 8238-9585-5193). Hereinafter referred to as **“LANDOWNERS”** or **“PROMOTER”** of the Second Part, which expression shall, unless repugnant to the meaning or context thereof, mean and include the Promoter Firm and its partners and their legal heirs, assignors, executors, legal representatives, etc. **Party of The First Part.**
And.

The Party of the First Part

The Party of the Second Part

PARTY OF THE SECOND PART / PURCHASER(S) / ALLOTTEE(S):

Name :
Age : **Years**
Pan No. :
Aadhar No. :
Residing at :

hereinafter referred to as “Purchaser(s)” or “Allottee(s)” which expression shall, unless repugnant to the meaning or context thereof, mean and include the PURCHASER(S) himself/herself/themselves and his/her/their legal heirs, assignees, representatives, executors, etc. **Party of the Second Part**

- A. Whereas by a sale deed No. 5732, dated 17/06/2021 executed by Mahesh Chhotabhai Patel And Other of the party of the first Part (hereinafter referred to as “the Vendor”) in favour of Shiv Enterprise, a partnership firm the Promoter of the First Part, the Vendors have sold absolutely to the Promoter an immovable property being piece and parcel of freehold land admeasuring 4350.00 Sq. Meter. bearing Survey No. 56 and 57 which has been covered in T. P. Scheme No. 60, and Final Plot No. 52, City Survey No. 2448/k of village : Gotri, Taluka and District Vadodara in the State of Gujarat, As per land revenue records, the names were also mutated in revenue record of City The said land mutated in Property Card No. 2448/k, City Survey Office No. 2 (Ward-5), Vadodara vide Mutation Entry No. 27198, which was on dated 29/06/2021. Which is more particularly described in the First Schedule hereunder written (hereinafter referred to as “the project land”). Thus the promoter has become lawful owner of the said project land.
- B. Said Land N.A. Order by The Collector of Vadodara has granted permission for nonagricultural use of the said land vide his order bearing No. NA/SR/283/1999-2000 and No. Land-D/vasi/2570/2001 dated 30-10-2001.
- C. Said Land Construction Permission By The Vadodara Mahanagar Seva Sadan - Vadodara (VMSS) has granted permission for construction in the said land vide Development Permission / Raja Chitthi No. SHB-63 dated 26-10-2021. The land owner/developer/promoter SHIV ENTERPRISE has organized a scheme/project in the name of “**ELITE ELEGANCE**” in the said land. As per the approved layout plan, the developers have constructed four Commercial building in the project named “**ELITE ELEGANCE**” having Lower And Upper Basement (Parking) + Ground Floor (shops and parking) + First Floor + Second Floor + Third Floor + Fourth Floor + Fifth Floor + Sixth Floor + Seventh Floor with terrace.

- D. The Vadodara Mahanagar Seva Sadan - Vadodara (VMSS) has issued Plinth Checking Certificate bearing No. _____ dated _____ and Completion Certificate bearing No. _____ dated _____ Occupation Certificate bearing No. _____ dated _____ in respect of the construction of the said project. The promoter has also provided and given common amenities which were promised by the promoter.
- E. Thus, the Seller cum Promoter is the lawful owner of the said land the structure constructed thereon.
- F. And whereas the Seller cum Promoter has sold the Shop/Showroom/Office No. _____ admeasuring _____ Sq. Mtrs. of Construction/Carpet Area constructed on _____ Floor in **“Elite Elegance”** project to the Purchaser(s). The Seller cum Promoter has received payment of sale consideration from the purchaser(s). Therefore, the Seller cum Promoter hereby executes this sale deed in favour of the Purchaser(s) on the following terms and conditions. The Shop/Showroom/Office sold by this sale deed is more particularly described in the schedule annexed hereinafter and it is referred to as “The said Shop/Showroom/Office” or "the said property" in the sale deed for the sake of brevity.
- G. For this said Shop/showroom/office which is registered in the office of Sub-Registrar of _____ on __/__/202__ at Serial No _____ and All the terms and conditions of the said agreement for sale shall remain valid and binding to the parties.

1. The Seller cum Promoter hereby assures to the Purchaser(s) that the Seller cum Promoter is the legal owner of the said land and has organized and constructed the said **“Elite Elegance”** scheme in the said land. That no other person or institution has any claim, right, title, interest or encumbrance in the said Shop/Showroom/Office. The title of the said Shop/Showroom/Office is clear and marketable. However, if any defect has found in the title of the said property then the Seller cum Promoter and purchaser will jointly remove the same at their cost.
2. The Seller cum Promoter has sold the said Shop/Showroom/Office to the Purchaser(s) for a sale consideration of Rs. _____/- (Rupees _____ Only). The Seller cum Promoter has received the amount of sale consideration from the Purchaser(s) by way of the following Cheques/RTGS/NEFT transactions. The Seller cum Promoter hereby acknowledges the receipt of the entire sale consideration.

Amt. Rs.	Date	Cheque No.	Name of Bank
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	TOTAL (Rupees only)		

3. The Seller cum Promoter has received full consideration amount and maintenance deposit and all taxes from Purchaser(s) then after 15 days, the seller has handed over the actual, physical, vacant and peaceful possession of the said Shop/Showroom/Office to the Purchaser(s). And the Purchaser(s) has/have received the possession. Henceforth the Purchaser(s) has/have become entitled to possess and enjoy the said Shop/Showroom/Office as lawful owner. The project will completed approximately on dated **31-03-2027**.
4. The Seller cum Promoter has sold the said Shop/Showroom/Office with proportionate rights for the use of common water connection and common drainage connection. The Seller cum Promoter has sold the said Shop/Showroom/Office along with the proportionate share in the undivided common land of the said project, common parking space and common facilities of the complex / 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 carpet area of respective Shop/Showroom/Office But the member shall not be entitled to claim partition of separation of his/her/their undivided share in the said land.
5. All the members shall be entitled to the common use and enjoyment of common facilities parking space, lifts, staircase, 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 / co-operative society / committee for the management and maintenance of the said scheme / buildings and all Shop/Showroom/Office holders shall have to compulsorily become members in such association / co- operative society / committee and shall observe the rules and regulations of the same and shall pay proportionate common maintenance charges which is decided by committee time to time.
6. The terrace rights of above Shop/Showroom/Office no. 601 to 603 and 608 to 612, 623 to 629 & 634 to 636 remain with the promoters, and promoter has right to sale or lease these terraces. And remain terrace of the said entire building shall remain with the members / society / association. The Promote shall no have any claim over FSI , additional FSI on remain terrace after obtained Occupation Certificate such right if any

will be enclosed by members / society / association of buyers. The persons to whom such Shop/ Showroom/ Office are 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 Seller cum Promoter and promoter have 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 Shop/Showroom/Office and proportionate share in the common taxes and charges till the date of this sale deed. However, if any such dues have remained outstanding till the sale deed then the Seller cum Promoter will have to pay the same. The Purchaser(s) shall pay all such future taxes, charges, bills, etc. and proportionate share in the common taxes and charges from the date of this sale deed.
8. The Purchaser(s) has/have become legal owners of the said Shop/Showroom/Office and as such have become entitled to own and possess the said Shop/Showroom/Office and have also become entitled to deal with and dispose of the said Shop/Showroom/Office by way of sale, lease, mortgage, exchange, gift or in any other manner and to execute necessary deeds and documents for the same.
9. The Purchaser(s) shall not make any internal changes in the construction of the said Shop/Showroom/Office without obtaining prior permission from the concerned government authority, semi-government authority, local authority, association/society of the project and developer/promoter of the said project. The Purchaser(s) shall not make any changes or alteration in the RCC frame structure. The Purchaser(s) shall not make any changes or alteration in the internal construction of the said unit Shop/Showroom/Office whereby any damage is likely to cause to the RCC frame structure, stability and strength of the said building. The Purchaser(s) shall not make any changes in the elevation and outer look of the said building. All the Purchaser(s) / members of the said building / scheme shall occupy and use their premises / units 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 developer has given the name **“Elite Elegance”** 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) have become entitled to get the said Shop/Showroom/Office transferred in 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 cum Promoter 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 cum Promoter and promoter has handed over the photoset / xerox copies of the title deeds and statutory permissions and other relevant documents relating to the said entire land of the project to the Purchaser(s) during the course of negotiations of this transaction. The Purchaser(s) has/have inspected and verified such title deeds, documents, papers and statutory permissions and have been satisfied with the same. The original documents of title of the said project land shall remain with the promoter. And the promoter shall allow the purchaser(s) and other members of the said scheme to inspect and make copies of the same at the convenience of the Seller cum Promoter.

12. The Purchaser(s) have inspected the said Shop/Showroom/Office 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 Purchaser(s) hereby confirm and admit that the construction of the said Shop/Showroom/Office has been carried out as per the agreed specifications. The Purchaser(s) have also inspected and tested the electric fittings and other facilities of the said Shop/Showroom/Office and have found the same in good working condition and have been satisfied with the same. Therefore, in future, if something goes wrong with such fittings and facilities or any damage is caused to construction work, then the Purchaser(s) shall have to repair the same at their cost and risk.

13. If within a period of five years from the date of handing over the Shop/Showroom/Office to the Purchaser(s) or from the date of completion certificate (which ever period expires first), the Purchaser(s) brings to the notice of the Promoter any structural defect in the Shop/Showroom/Office or the building in which the Shop/Showroom/Office are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects, then the Purchaser(s) shall be entitled to receive from the Promoter, compensation for such defect or defects on

account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the promoter.

14. The Purchaser(s) shall use the said Shop/Showroom/Office or any part thereof or permit the same to be used only for purpose of Shop/Showroom/Office or lawful commercial activities and shall not use it or allow to be used it for any other purposes.
15. The Purchaser(s) along with other Purchaser(s) of Shop/Showroom/Office, in the building shall join in forming and registering the Society or Association or a limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or association or limited company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser(s), so as to enable the Promoter to register the common organization of Purchaser(s). No objection shall be taken by the Purchaser(s) if any, changes or modification are made in the draft bye-laws, or the memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.
16. The Purchaser(s) shall maintain his/her/their Shop/Showroom/Office at the Purchaser(s)'s own cost in good and tenantable repair and condition from the date that of hand over of possession and shall not do or suffer to be done anything in or to the building in which the Shop/Showroom/Office 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 Shop/Showroom/Office is situated and the Shop/Showroom/Office itself or any part thereof without the consent of the local authorities, if required.
17. The Purchaser(s) shall not store in the Shop/Showroom/Office 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 Shop/Showroom/Office is situated or storing of which goods is objected to by 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 Shop/Showroom/Office is situated, including entrances of the building in which the

Shop/Showroom/Office is situated and in case any damage is caused to the building in which the Shop / Showroom / Office is situated or the Shop/Showroom/Office on account of negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach.

18. The Purchaser(s) shall carry out at his/her own cost all internal repairs to the end Shop/Showroom/Office and maintain the Shop/Showroom/Office in the same condition, state and order in which it was delivered by the Promoter to the Purchaser(s) and shall not do or suffer to be done anything in or to the building which the Shop/Showroom/Office is situated or the Shop/Showroom/Office which may be contrary to the rules and regulation and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
19. The Purchaser(s) shall not to demolish or cause to be demolished the Shop/Showroom/Office 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 Shop/Showroom/Office or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop/Showroom/Office is situated and shall keep the portion, Sewers, drains and pipes in the Shop/Showroom/Office 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 Shop/Showroom/Office 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 Shop/Showroom/Office without the prior written permission of the Promoter and the society or the Limited Company and statutory authorities.
20. The Purchaser(s) shall not to do or permit to be done any act of thing which may render void or voidable any insurance of the project land and the building in which the Shop/Showroom/Office is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
21. The Purchaser(s) shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop/Showroom/Office in the compound

or any portion of the project land and the building in which the Shop/Showroom/Office is situated.

22. The Purchaser(s) shall pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Shop/Showroom/Office is Situated.
23. The Purchaser(s) 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 Shop/Showroom/Office 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(s) 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 Shop/Showroom/Office 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.
24. If any expenses or charges become payable in future towards development charges, increment charges, betterment charges on implementation of town planning scheme by Vadodara Municipal Corporation or state or central government then the Purchaser(s) shall have to pay proportionate charges for the same.
25. The Purchaser(s) alone will bear all the expenses of this sale deed like stamp duty, registration charges, drafting charges, miscellaneous expenses, etc.

26. 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 provision of the Real Estate (Regulation and Development) Act, 2016. Rules and Regulations, there under.

27. SEVERABILITY:- If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder

or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

SCHEDULE OF SALE PROPERTY

Shop/Showroom/Office No. _____ with admeasuring _____ Sq. Meter. Construction/Carpet Area situated on _____ Floor at **“ELITE ELEGANCE”** The proportionate share of _____ Sq. Meter in the common and undivided land of the said project is also agreed to be sold with the said unit by this sale deed. The project which has been constructed on non-agricultural land admeasuring 4350.00 Sq. Mtrs. bearing Revenue Survey No. 56 which has been covered in T. P. Scheme No. 60, Final Plot No. 52, City Survey No. 2448/k of village Gotri, Taluka and District Vadodara in the Registration District Vadodara, Sub-District Vadodara-4 (Gorwa) in the State of Gujarat.

The said Shop/Showroom/Office No. _____ is bounded by as under:

- On the East :
- On the West :
- On the North :
- On the South :

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this sale Deed at Vadodara in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

The Party of The First Part/Landowners / Promoters

SHIV ENTERPRISE

In the presence of

WITNESSES:

authorized Partner

Shri Chetan Rameshbhai Jogi

1. _____

2. _____

The Party of the First Part

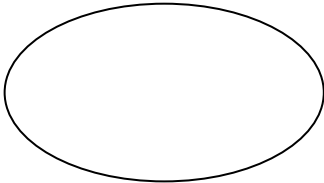
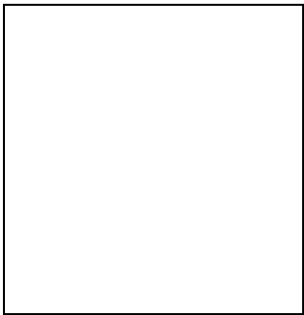
The Party of the Second Part

Property Photograph-1

Postal Address of Property : Shop/Showroom/Office No. _____, Elite Elegance, Nr. Collabera, Gotri-Sevasi Main Road, Gotri, Vadodara-390021.

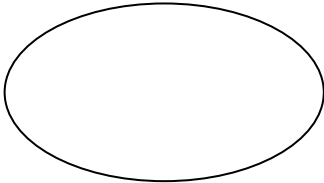
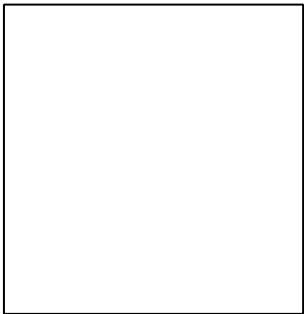
Schedule Of Signatures, Photographs And Left Hand Thumb Impressions Of The Parties As Per Section 32-A Of The Registration Act.

The Party Of The Second Part / Landowners /Developers/ Promoters :



SHIV ENTERPRISE authorized Partner
Shri Chetan Rameshchandra Jogi

The Party Of The First Part / Purchaser / Allottee :



The Party of the First Part

The Party of the Second Part

