

SALE DEED in respect of the immovable property of Bungalow No. _____ of "Status Bungalows" project which has been constructed bearing Old R.S. No. 590, 591, Block No. 476/Paiki, Having T. P. Scheme No. 1 (Bil), Final plot No. 95 admeasuring 19608 sq mtrs. of mouje Bil, District, Vadodara. Sub Dist. Vadodara Pin: 391410, of Village Bil, Taluka and District Vadodara. RS. _____/- (_____Only)

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

AND

PATEL KARTIKKUMAR MOHANBHAI, aged about 62 years, Occupation - business, Residing at : Varad, 12th Road, New India Society, Juhu, Vile Parle (West) Mumbai-400049, (Aadhaar No.: 6103-4187-7246). hereinafter referred to as "**the Land Owners**".

Developer

(Hereinafter referred to as the **Land Owners / Vendors** which expression shall unless it be repugnant to the context or meaning thereof include their heirs, successors, executors, assignees, present and permitted partners, etc) the party of the **SECOND PART**.

AND

SHREEJI INFRA (PAN No. : **AELFS 3462 F**), A partnership firm having its place of business at “**Status Bungalow**”, F. P. 95, Bill T. P. 1, Behind Samanvay Status, Padra Main Road, Vadodara, Gujarat-391410. Represented by its authorized Partners **Jignesh Bhupendrabhai Patel**, aged about 39 years, Occupation - business, Residing at : 33, shivanjali Society, Nr. Sports Complex, Manjalpur, Vadodara, (Aadhaar No. – 4249-3658-0344), hereinafter referred to as “**the Promoter/Developer**”.

(Hereinafter referred to as the “**Promoter/Developer**” which expression shall unless it be repugnant to the context or meaning thereof include their heirs, successors, executors, assignees, present and permitted partners, etc) the party of the **THIRD PART**.

WHEREAS

Old R.S. No. 590, 591, Block No. 476/ Paiki,

The land bearing Old Revenue Survey No. **590, 591**, Block No. **476/Paiki**, City Survey No. _____, Having Old R.S. No. 590, 591, Block No. 476/Paiki, Having T. P. Scheme No. 1 (Bil), Final plot No. 95 admeasuring 19608 sq mtrs. of mouje Bil, District, Vadodara. Sub Dist. Vadodara Pin: 391410, of Village Bil, Taluka and District Vadodara. is found in the name of Patel Kartikkumar Mohanbhai by the effect was mutated in revenue record vide entry no. 3408, Dated. 15/02/2001.

Further, the owners have obtained NA Order vide No. N.A./S.R./23/2014-2015 No. Jamin-D/Kalam-65/Vasi/4211 to 4218/2014 dated. 02/07/2014 for residential use and the effect was mutated in revenue record vide entry no. 5609 dated. 14/07/2014.

Further, the Party of Second entered into Reg. Development Agreement with Promoters, for Block No. 476/paiki for construction & development of residential scheme, on 06/09/2021 reg. at serial no. 15868 before Sub Registrar, Vadodara

The owners of the land have obtained construction permission from VUDA vide on Block No. 476/Paiki vide No. _____ **Date:** _____ for construction of 89 Bungalow & permission is granted, and on the said land “**Status Bungalow**” scheme is open plot with plinth. (Hereinafter referred to in First Schedule as “the project land”) wherein Bungalow No. _____ is (**hereinafter referred to as the “said property**) is hereby proposed to be conveyed herein;

AND WHEREAS the purchaser/s, having satisfied himself/herself/themselves about the title and satisfied about the plans and specifications and the permissions which have been

Purchaser

Vendor

Developer

granted as also the rules and regulations of the scheme, have agreed to purchase Bungalow No. _____, admeasuring _____ **Sq. Meter** of carpet area in the scheme named as “**Status Bungalow**”, along with parking Space upon terms and conditions, contained thereto (hereinafter referred to as the “said Bungalow”);

AND WHEREAS, purchaser/s has/have made himself/herself/themselves aware and understood in regard to plans and specifications and the common area, for the use of the Bungalow holders and have satisfied himself/herself/themselves in regard to it.

AND WHEREAS the Purchaser/s is/are aware that area being 9.00 mt wide internal road which is passing outside the “Bungalow” (hereinafter referred to as the “right of way”), is to be used only for the purpose of ingress-egress as well as for laying of all the services and cables of any nature whatsoever for Scheme of the said land. The purchaser/s has/have confirmed that he/she/they shall have only right of way for the above purpose only and that purchaser/s has to contribute pro rata share for the purpose of maintenance and repair thereof.

AND WHEREAS the Promotor has completed the development work of Scheme constructed on the said property, which Scheme is named as “**Status Bungalow**” as per the plans and specifications and that VUDA has granted permission for construction.

AND WHEREAS the Purchaser/s has/have agreed to purchase the said Bungalow together with such of the facilities & amenities as stated above, and has/have agreed to be bound by rules & regulations of the scheme and to be bounded by the rules and regulations of the Maintenance Agency, which may be appointed for the purpose of enjoyment of common areas and also have agreed to pay for maintaining the Scheme to be kept in good condition and other dues for the repair, maintenance, and replacement of such common amenities and safety and administration of such amenities;

AND WHEREAS the Purchaser/s having paid the sale consideration requested the Parties of Second and Promotor herein to execute this Deed of Sale which he/they have agreed to do in the manner appearing hereinafter;

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT; in pursuance of the below mentioned premise and in consideration of the **Fully Constructed Bungalows** of a sum of Rs. _____/- (Rupees _____ only) paid as per the Payment Schedule, by the Purchaser/s to the Promotor herein being the entire sale consideration payable by the Purchaser/s to them as a full and final consideration of conveyance and transfer, representing the land contribution and development cost. The Parties of Second part and Promotor herein do and each of them do hereby grant, convey, assure, release and transfer and have, put the Purchaser/s in vacant and peaceful possession of property being Bungalow No. _____, admeasuring _____ Sq. Meter. Plot area in “**Status Bungalow**” and on request of the Purchaser/s, the Party of the first part- has entered into an Agreement for Sale, which is registered in the office of Sub- Registrar of Vadodara on-.....-2022 at Serial No and by said Agreement for Sale, the Party of the first part-

Purchaser

Vendor

Developer

the owner/the vendor has agreed to sell of property of said Bungalow No admeasuring Sq.mtrs. (carpet area as per RERA) on..... Floor of said “Status Bungalows” Project along with undivided Sq.mtrs. share in said _____ Sq.mtrs. land and share/rights in common facilities/amenities provided in said “Status Bungalows” project. Herein after now onwards shall be referred to as “SAID PROPERTY” All the terms and conditions of the said agreement for sale shall remain valid and binding to the parties.

PAYMENT SCHEDULE

Sr. No.	Chq No/DD.	Date	Amount	Bank
1.				
2.				
3.				
4.				
5.				
6.				
		Total	/-	

Total Rs. _____/- (Rupees _____ Only) has been received by Promotor, and the Parties of Second have consented to it.

TOGETHER WITH right of passage and right of way as stated hereinabove for the purpose of enjoyment of the said Bungalow transferred to the purchaser/s and to use common area, facilities provided in the scheme including elevators, staircase etc. for the purpose of enjoyment of the said Bungalow, subject to rules and regulations of the scheme “**Status Bungalow**” and the rules and regulations of Maintenance Agency and the Promotor;

AND TOGETHER WITH all and singular all deeds and documents, writings, vouchers and other evidence of title relating to the said land or part thereof;

AND TOGETHER ALSO WITH all paths, passages, water courses, ditches, drains, lights, electric and telephone cables and connections, liberties, easement, rights, privileges, advantages and appurtenances whatsoever to the said Bungalow belonging or in anywise appertaining to or with the same or any part thereof now or at any time, hereto before usually held, used, occupied or enjoyed or reputed or known as part thereof or appurtenant thereto **AND ALL** the estates, rights, title, interest, use possession, both at law and equity of the Parties of Second Part and Promotor into, out of or upon the said Bungalow and all benefits, claims and demands whatsoever in or upon the said Bungalow hereby granted, conveyed, transferred and assured or intended so to be with their and every of their rights and appurtenances;

Purchaser

Vendor

Developer

UNTO and to the use and benefit of the Purchaser/s forever subject to all assessments, rates, duties or any other dues chargeable upon the same or which may become payable in respect thereof from the date of these presents to the Central Government, State Government, Municipal Corporation and/or any other local authority and that previous liability thereof have been discharged by the Vendor and if, found to be payable, the liability thereof will be that of the Vendor;

AND THAT the Parties of Second Part and Promotor do and each of them doth hereby covenant with the Purchaser/s that notwithstanding any act, deed, matter of thing whatsoever by the Vendors or any person or persons lawfully or equitably claiming or to claim by, from, under, through or in trust for the Vendors or anyone or more of them made, done, committed or omitted or knowingly suffered to the contrary, THEY, the Vendors has in themselves / themselves good right, full power and absolute authority to grant, convey, release and assure said Bungalow, being the same hereby granted, conveyed, released and assured or intended so to be unto and to the use of the Purchaser/s in the manner aforesaid;

AND THAT the Purchaser/s shall and may at all times hereafter peacefully and quietly enter upon, occupy, possess and enjoy the said Bungalow and receive rents, profits and benefits thereof and of every part thereof unto and for his/her/their own use and benefits without any suit, eviction, interruption, claim or demand whatsoever from or by the Vendors and/or its successors, assigns, members or any one or more of them or any person or persons lawfully or equitably claiming or claim by, from under, through or in trust for the Vendors or any of them;

AND THAT free and clear and freely clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendors well and sufficiently saved, defended and kept harmless and indemnified or from and against all former and other estates, titles, charges and encumbrances whatsoever had made executed occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim by from under through or in trust for the vendors or any of them;

AND FURTHER THAT the Vendors and all person or persons having lawfully equitably claiming any estate or interest whatsoever in the said premises or any part thereof from under through or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/s or of the person or persons requiring the same claiming under here do and execute caused to be done and executed all such further and other acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better and more perfectly assuring the said Bungalow and every part thereof unto and to the use of Purchaser/s in the manner aforesaid or his/her/their Counsel-in-Law shall be reasonably required;

AND THAT the Purchaser/s covenants with the Vendors that there are certain common facilities of the scheme of ‘**Status Bungalow**’, which the Purchaser/s has/have agreed to enjoy with other Bungalow Holders and the Purchaser/shall be bound by rules and

regulations that may be framed for enjoyment of such common facilities and for contributing periodically or otherwise for maintenance, repairs and replacement thereof and shall not ask for partition of the Bungalow or undivided share in the land, conveyed to him/her/them under this sale deed, at any time. The Purchaser/s has no exclusive right in common area and facilities.

The Party of the First Part-the Purchaser/s hereby declare/s that the Party of the Second Part- the Owner/the Vendor or his heirs and successors/ its Partners and administrators will not be responsible against loss or damage or injury or death in case of war, flood, drought, fire, cyclone, tsunami, earthquake or any other calamity caused by nature affecting and Civil commotion, act of God or such other risk.

AND THE PURCHASER/S FURTHER COVENANT WITH THE VENDOR THAT;

- a) The purchaser/s has/have satisfied himself/herself/themselves about the title of the owner of the said land and the rights of the said property of ‘**Status Bungalow**’.
- b) The Purchaser/s has/have verified with the help of his/her/their architect and engineer the area of construction of the Bungalow with its area as above, as also the common area and common facilities provided to the members of the scheme and satisfied himself/herself/themselves that the construction carried out is in accordance with the sanctioned plans and specifications, quality of construction work and the same is done to his/her/their satisfaction;
- c) The Purchaser/s as a Bungalow Holder of the said scheme, undertake to abide by the rules & regulations thereof;
- d) The Purchaser/s understands that the “right of way” is to be used only for the purpose of ingress-egress as well as for laying of all the services and cables of any nature whatsoever for the Scheme and that Purchaser/s has/have confirmed and agrees that he/she/they shall have only a right of way for the above purpose and that Purchaser/s has to contribute pro rata share for the purpose of maintenance and repair thereof. The Purchaser/s hereby agrees and confirms that under no circumstances shall he/she/they park his/her/their vehicle on the “right of way”.
- e) The Purchaser/s further understands that the parking spaces of the said property shown in the plan, hereto are limited and common facilities, which have been allotted by the Owner along with other various Purchaser/s of Bungalows in the scheme of “**Status Bungalow**”. The Purchasers hereby agrees and confirms that he/she/they shall park his/her/their vehicle only in the open/covered parking space.
- f) The Purchaser/s understands and agree that he/she/they shall not do or permit to be done any act as the holder of Bungalow, which may be socially undesirable, or which may be

Purchaser

Vendor

Developer

or may become nuisance or create harm, danger, risk, hazardous, are of combustible nature or are so heavy as to damage the construction or structure of the Scheme or storing of which goods is objected to by the concerned local or other authority, and not to carry or cause to carry heavy packages, which may damage or are likely to damage road, entrance of the Scheme; and in case any damage is caused 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 and rectifying such damage and restoring the damaged portion to its original condition and to keep the Vendors & Promotor, occupants/allotees of the premises of the Scheme indemnified from and against any loss, damage or liability that may be caused or occur by aforementioned acts or negligence in respect thereof;

- g) That the Purchaser/s agrees that he/she shall not do any act which may interfere with the enjoyment of the other Bungalow Holder/s of the said scheme and the Bungalow Holder/s.
- h) That the Purchaser/s agrees that the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Scheme or any part thereof to view and examine the state and condition of the Scheme and common areas;
- i) The Purchaser/s further understand and agree that the residential scheme of “**Status Bungalow**” has common facilities and areas such as common drainage, water supply, passages, light etc. and that the Purchaser/s has/have agreed to maintain the design of the Scheme as also of the Bungalow conveyed to him/her/them and has/have agreed to follow, comply and observe rules and regulations of the said scheme and that may be framed by the Owner, including regulations for the use and enjoyment of Bungalow conveyed to the Purchaser/s and the right to use common facilities and until such Maintenance Agency takes over the management, the Purchaser/s agree to be bound by the regulations or the mandate of the Promotor
- j) The Promoter shall not have any claim over F.S.I., Additional F.S.I and Terrace Rights after Building Use Permission has been obtained, such rights if any will be enclosed by society of Buyers.
- k) The Purchaser/s shall also have undivided proportionate share in the Common Areas. Since the share/interest of Purchaser/s in the Common areas is undivided and cannot be divided or separated, the Purchaser/s shall use the Common Areas along with other owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the owner/the vendor shall convey undivided proportionate title of the purchaser/s in the common areas of the project to the purchaser/s as provided in the RERA Act;

- l) Every allottee of the plot, shall participate towards the formation of an Association or Society or Cooperative Society of the allottees, or a federation of the same.
- m) The Purchaser/s further understands and agrees that he/she/they shall use the said Bungalow for the residential purpose only and for no other purpose;
- n) The Stamp duty for the present Sale Deed, Registration Charges, scribe charges, advocates’ fee, and all expenses related to registration of documents, have been borne by the Party of the First Part herein. If any additional stamp duty or penalty is required to be paid in future as per the prevailing Stamp Act, the same shall be paid by the Party of First Part herein. That if any Service Tax, TDS, GST is to be paid, then it shall be borne by Party of the First Part.

Dispute Resolution

- o) In case the Parties are unable to settle their disputes amicably within 30 (thirty) days of intimation of dispute by either Party, the Parties shall at the first instance, if permitted under applicable laws, have the option to settle through arbitration in accordance to the procedure laid down under the applicable laws. The costs towards the same shall be shared equally by the Parties. The award/ verdict/ order etc. passed therein shall be final and binding on the Parties to the reference. Any dispute between arises parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, and the Rules and Regulations there under.
- p) This Deed shall be governed by the laws of India and subject to the provisions of Clause l) above the courts at Vadodara, Gujarat shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with any matter set out hereinabove.

Severability

- q) 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 THE PROPERTY

An immovable property being a Residential **Bungalows/Plot No.** _____, admeasuring _____ **Sq. Meter Plot area**, along with undivided Proportionate land area _____ **Sq. Meter and Total Land Area** _____ **Sq. Meter and Said Plot Construction Area** _____ **Sq. Meter, Area Of Exclusive Balcony** _____ **Sq. Meter**

of “STATUS BUNGALOWS” at Village: **Bil**, Vadodara bearing Old Revenue Survey Old R.S. No. 590, 591, Block No. 476/Paiki, Having T. P. Scheme No. 1 (Bil), Final plot No. 95 admeasuring 19608 sq mtrs. of mouje Bil, District, Vadodara. Sub Dist. Vadodara Pin: 391410, of Village Bil, Taluka and District Vadodara. respectively in the Registration District & Sub-District: **Vadodara.**,
Which is bounded as under:

East :
West :
North :
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.

Party of the Second Part/Land Owners / Vendors

Witness

PATEL KARTIKKUMAR MOHANBHAI

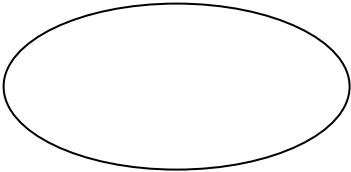
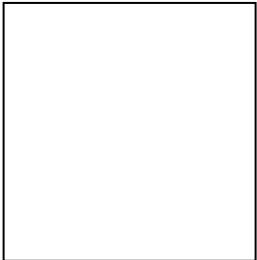
Party of the Third Part/Promoter

SHREEJI INFRA a Partnership firm
Through its Partner & Administrator
– Jignesh Bhupendrabhai Patel

THE SCHEDULE AS PER CLAUSE NO. 32 A OF THE BOMBAY REGISTRATION ACT, 1908.

Party of First Part - Purchaser/s / Allotee

Photograph, Signature & Left Thumb Impression



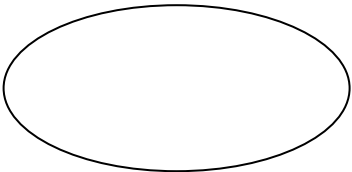
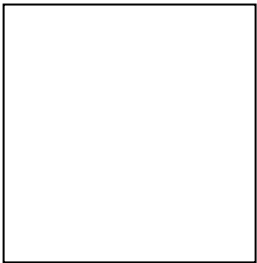
Purchaser

Vendor

Developer

Party of the Second Part - Land Owners / Vendors

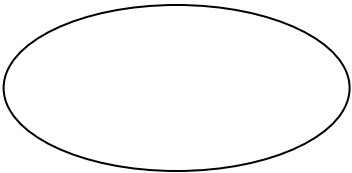
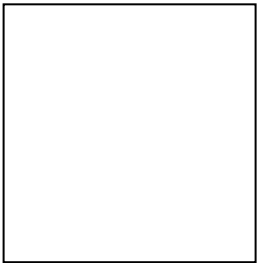
Photograph, Signature & Left Thumb Impression



PATEL KARTIKKUMAR MOHANBHAI

Party of the Third Part/Promoter

Photograph, Signature & Left Thumb Impression



**SHREEJI INFRA a Partnership firm
Through its Partner & Administrator
– Jignesh Bhupendrabhai Patel**

Photograph of Property

Purchaser

Vendor

Developer

Bungalow No. _____ of “Status Bungalows” project which has been constructed on non-agricultural Land 6445.00 Sq. Meter, bearing Block No. 227, T. P. Scheme No. 2, Final Plot No. 52, City Survey No. _____ of Village Bill, Taluka and District Vadodara.

Purchaser

Vendor

Developer