

**SALE DEED FOR AN IMMOVABLE PROPERTY being Residential Plot/ Block
No. IN THE SCHEME TITLED AS "GOKUL DUPLEX" FOR RS. /- ONLY.**

THIS SALE DEED is made and executed at Vadodara on_____day of _____2017 by
Vendors-PARTY OF FIRST PART

1. **Bhailalbai Balubhai Patel, Aged adult:**
2. **Dineshbhai Balubhai Patel, Aged adult**
3. **Girishchandra Jayantibhai Patel: 55**
4. **Chintan Girishbhai Shah, Aged adult: 36**
5. **Amit Girishbhai Shah, Aged adult: 69**
PAN AFRPS 0368 D
6. **Rushit Bhupendrabhai Parikh**
7. **Neelaben Indrakant Shah**

Address : 301, Taksh Classic, Vasna road, Vadodara.

(who hereinafter in the present Sale Deed shall be referred to as "Vendors" which expression unless it is repugnant to the context or meaning thereof shall mean and include, the Vendors themselves, their heirs, successors, assigns legatees, attorneys, etc.), OF THE FIRST PART;

AND

M/s. GOKUL DEVELOPERS, a partnership firm named such and for & on behalf of partnership firm Shri **Bhailalbai Balubhai Patel**, Aged: ____ adult, Occupation Business, Residing at:_____. (who is shown as confirming party/Developers in the present Sale Deed which words mean and include, the partnership firm of the confirming party/Developers and its present and future partners form to time and their heirs, successors, assigns etc.),

In Favour of PURCHASER(S - PARTY OF SECOND PART:

_____, Aged:_____ years, Occupation:

Residing at: _____

(who hereinafter in the present Sale Deed shall be referred to as "Purchaser/s" which expression unless it is repugnant to the context or meaning thereof shall mean and include, the Purchaser/s himself/ herself/ themselves, his/her/their heirs, successors, assigns, legatees, attorneys, etc., being) OF THE SECOND PART;

(iii) WHEREAS the Party of the First Part - Vendors herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to Consolidated **Survey No. 307/1** was purchased from original landlord by Shri Bhailalbhai Balubhai Patel and others **vide Sale Deed No. 2632/2006 dated 07.04.2006** and then after one of the purchaser Ashwingsingh H Sarvaiya sold his part to the present owners by sale **deed No. 11693/2007 dated 31.12.2007**. Similarly **Survey No. 305/1/B** was purchased from the original landlord **vide Sale Deed No. 3712/2006 dated 09.05.2006**. and then after one of the purchaser Dharamsingh H Patel sold his part to the present owners **vide Sale Deed No. 11694 dated 31.12.2007** and the **survey no. 306** was purchased on the name of one of the co-owner Bhailal B Patel **vide registration No. 5966 dated 10.05.2012**. Accordingly, names of purchasers have been mutated in the revenue record.

AND WHEREAS, for consolidated **R.S. No.307/1 Paiki, admeasuring 69,406 Sq.Mts.** the permission for non-agricultural use has been granted by the Collector Vadodara, **vide his Order No. N.A.S.R/271/2012-2013, dated 26.11.2012** and similarly **Survey No. R.S. No.305/1/B (305/2), admeasuring 110444 Sq.Mts.** the permission for non-agricultural use has been granted by the Collector of Vadodara, **vide his Order No. N.A.S.R/1273/2016-2017, dated 29.04.2017** and similarly **R.S. No.306, admeasuring 4957 Sq.Mts.** the permission for non-agricultural use has been granted by the Collector of Vadodara, **vide his Order No. N.A.S.R/38/2012-2013, dated 29.08.2012.**

The above said land i.e. **Survey No. 307/1, 305/1/b (305/2) and Survey No 306** totally **admeasuring 18,4807 Sq.Mt.** was included in the **T.P Scheme No. 35 (Jambuva)** and the **F.P No. 114/P/1 to 114/P/11** admeasuring **totally 146722 Sq.Mt.** were granted.

Out of the aforesaid land F.P No. 114/P/6 admeasuring 18209 Sq.Mt and F.P No. 114/P/7 admeasuring 18193 Sq.Mt totalling 36402 Sq.Mt. out of that 21700.10 Sq.Mt scheme titled as **GOKUL DUPLEX PHASE – I** has been organized on the Residential Plot FP NO. 114/P/6 and 114/p/7. Vadodara Municipal Corporation has issued permission no. ward – 12 – L-18 / 2017 – 2018 DATED : 19/07/2017. However, Purchaser/s of the Unit shall be at liberty to obtain Revised Permission as and when required.

That the property described in the schedule written hereunder and shown in the approved plans and maps being Plot/Block No._____ having unfinished construction has been sold today in favour of the Party of the Second Part-Purchaser/s for a consideration of the land Rs. _____ /- And Unfinished construction of Rs._____/ total sale consideration of Rs._____/ (in words Rs. _____ only). The said amount of sale consideration has been received by the Vendors and Developers till today as per following details. The receipt is given for the complete sale consideration in respect of present sale deed has been received by the Vendors and Developers.

The amount of sale consideration received.

AmountCheque No.

Bank

Date

TOTAL

That upon receiving the complete amount of sale consideration for the schedule property vide present Sale Deed from the Party of the Second Part Purchaser/s, the Vendors and Developers hereby acknowledges and admits the same to have been received completely and in exchange of the same, the schedule property is sold to you for ever and permanently vide execution of present sale deed.

NOW THIS SALE DEED WITNESSES AS UNDER:

01. The property as described in Schedule hereunder, with all sorts of appurtenant rights attached to the same, with a right of easement, coming and going, as well as disposal of water and all other such rights are sold to the Purchaser/s for ever and permanently upon accepting and receiving bank cleared complete sale consideration amount. Therefore, the Purchaser/s his/her/their heirs, successors, etc. all have become owners thereof and shall have a right, power and authority to use, enjoy, utilize the same, to make the construction as well as to mortgage, sale, gift and administer the same. Now the Party of the first Part Vendor herein has no/any right, title, interest, share or concern with the same.

AND all the estate, rights, title, interest and inheritance of the said property, possession and benefit/claim and demand, what soever at law and in equity of the Vendors or any part thereof to have and hold and the said premises hereby granted, conveyed and assured and intended or expressed so to be with their every rights and appurtenances unto and to the use and benefit of all rents, rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the State of Gujarat or VMC or VUDA or any other public body, in respect thereof; And further the Vendors doth hereby covenant with the purchaser/s not withstanding any act, deed, matter or thing whatsoever by the Vendors or any person/s lawfully equitable or claiming by, from through under or trust for its made, done committed or willingly suffered to the contrary the vendors now oath in themselves good right, full power to grant, release, convey and assure the said Schedule property granted, released, conveyed and assured or intended to be up to and that it shall be lawful for the purchaser/s from time to time hereafter peacefully and quietly hold, enter upon, have, occupy, possess and enjoy the said property hereby granted with its appurtenances and receive rents, issues etc without any suit, lawful eviction, interruption, claim and demand whatsoever or by the Vendors or their successors/their assignees or any of them from or by any person/s lawfully or in trust it and that free and clear and freely and absolutely acquitted, exonerated, released and favour discharge or otherwise by the Vendor well and sufficiently saved and kept harmless from and against all forms, and other estate, title, charges and encumbrances, whatsoever either already or to be hereafter had, made, executed, occasioned, or suffered by the vendors or by other person/s lawfully or in equity in the said property hereby or any part thereof by from under or in trust.

02. That the schedule property having common infrastructure facilities is sold vide present Sale Deed in favour of the Purchaser/s herein and the actual and physical possession of schedule property is handed over to the Purchaser/s and such actual and physical possession has been taken over by the Purchaser/s accordingly.
03. That the schedule property under the scheme lands is having Joint ownership, enjoyment and possession of the Party of the First Part. Vendors herein and there is no right, title, share, interest, concern of any person or institution of any nature whatsoever in the same. That the title of the scheme lands is clear and marketable and the same is not placed under guarantee or charge of anybody else.
04. Whatever taxes, cess, etc. that may be levied in respect of the schedule property up to date of sale are to be paid by the Vendors herein such taxes/outgoings respect of the schedule property after the date of sale deed are to be paid by you the Party of the Second Part.
05. That it is covenanted specifically and understood explicitly between the parties hereto, that the Purchaser/s shall be solely liable & responsible for payment of any tax if imposed for the sale plot/block by Central or State Govt.
06. The Vendors hereby declare that the Purchasers had demanded copies of all documents such as NA Orders, Const. Permissions, approved plans, revenue record, sale deeds of past owners, etc. in favour of present vendors relating to the scheme lands, as well as schedule property sold vide these presents. Accordingly, the Purchaser has been provided with all such documents as are available with the Vendors and after making scrutiny and verification of the same by the Purchaser through his consultant, he has fully satisfied with the same. The Purchaser was also given copy of the title clearance report in respect of scheme land to his utmost satisfaction.
07. The Vendors hereby declare the said land of the Project is included in the T.P Scheme no. 35 of Jambuva and it is yet not finalised. The Vendor also declares that the amenities charges for the said land been paid to the Vadodara Municipal Corporation for all amenities provided by the authority. In the future if this T.P scheme is finalised than in such circumstances whatever incremental contribution charges or any other charge relating to the final plot, shall be payable by the Members of 'Gokul Duplex' Residential scheme and/or any portion of such land gets modified for the T P Scheme, the same shall have to be accepted and admitted by all members of "Gokul Duplex" and no dispute or complaint or suit litigation of any nature is to be raised against the landowners/developers, with such clear cut understanding the present Sale Deed has been executed in favour of the Purchaser.
08. The use of common amenities/facilities provided in the said scheme titled as GOKUL Duplex such as roads, water tanks, drainage lines, street lights, garden and security arrangements, use, utilization and enjoyment of these and other facilities shall be made common jointly by all the members.
09. In future, the scheme name GOKUL Duplex cannot be changed by any member-purchaser and the same is to be kept permanent. With such clear cut understanding this sale deed is executed for the property described in the schedule hereunder.

10. That the Purchaser/s shall become the member of the association formed by the owners of the plots of GOKUL Duplex. As a member, the Purchaser/s shall abide by the rules and by-laws framed by the association which is the administrator and supervisor of common services (Roads, recreational facilities, gardens, club house, water supply, electricity and other such services) and properties of common enjoyment and shall pay such amount as may be decided by the association for every proper maintenance of the common services. The buyer will be abide by all the resolution & conditions passed by the association from time to time
11. The scheme titled GOKUL Duplex as organized on the aforesaid lands, as per the approved layout plans sanctioned by competent authority with a provision for internal common drainage, water, telephone, street light line passing through and from roads, boundaries etc of one another, its usage is to be done in such a manner so as not to cause any obstruction or annoyance to others and in future, necessary repairing, expenses for defective line repairs shall be incurred by the concerned owner/s and all the neighbouring owner/s shall have to extend necessary cooperation in this regard without raising any objection or dispute. All the conditions of the aforesaid scheme shall be adhered to by all the plot holders of the scheme and shall have a right and authority to occupy the same owners thereof. With this clear cut condition, the present sale deed is executed.
12. It is covenanted here that in future, whenever the schedule property will be required to be sold/conveyed by the Purchaser to any person, institution, company, firm in that event, such a conveyance shall provide a specific clause about binding effect of this sale deed and its covenants. With this clear cut understanding, this sale deed is hereby executed.
13. That all expenses such as the stamp, registration fee, scribe fee, etc. for this sale deed, as well as the stamp duty payable at the relevant time as per provisions of prevailing Stamp Duty Act as well as penalty amount, etc. shall be paid and borne by the Purchasers.
14. It is covenanted that the Purchaser/s shall not use the Schedule property for any purpose apart from residential purpose and the Purchaser/s by accepting terms of this Sale Deed bind himself/ herself/themselves, not to use the said plot/block for any other purpose. The purchaser/s also undertakes not to carry out any construction activity outside the plot/block allotted to him/her/ them.
15. On the basis of present Sale Deed, Purchaser/s is/are entitled to mutate your name/s in all the Government records and get the property transferred in your name/s for which necessary signatures/consents shall be given by the Vendors. If the Vendors are unable to subscribe such signatures for any reason then the complete consent for mutating the name is to be construed under present Sale Deed. Further, in future, whenever the Purchaser/s sells the Schedule property, in that event the Purchaser/s shall be required and bound to make such transactions covering covenants and obligations under the present Sale Deed, which is important condition of this Sale Deed.

16. The Vendors herein declares that they are owners, In occupation and possession of the scheme land and except the Vendors herein, no one has any rights, title, interest, share, concern in the same and the same is not subject matter of any litigation or legal proceedings and there is no order of attachment over the scheme land and no right of maintenance or dwelling is maintained over the same. The title of the scheme land is clear and marketable and the Vendors have full powers and authority to sell the same. By giving such a fair trust and assurance, the present Sale Deed has been executed in favour of Purchaser's/herein.

Schedule

(Description of property be sold).

All the piece and parcel of residential Plot/ Block No. _____
admeasuring about _____ Sq.Mts. or thereabout, along with proportionate undivided land under road/common plot ad measuring _____Sq.Mts. totally _____ Sq.mt. having unfinished construction admeasuring _____Sq.Mts. carpet area.in which scheme titled as "GOKUL DUPLEX" over the scheme land **Revenue Survey no. 307/1, 305/1/b & 306 of Mouje Jambuva, included in T P no. 35 bearing Final Plot no. 114/p/1 to 114/p/11 out of which Final Plot no. 114/p/6 and 114/p/7 admeasuring approx 21700.10 sq. mts. out of 36402 Sq.Mt.** of land for the Phase 1 Jambuva, within registration Sub District and Registration District Vadodara, and is bounded as under:

Towards East:

Towards West:

Towards North:

Towards South:

In witness whereof, this Sale Deed is executed by the Vendors upon sole willingness, after reading, understanding, getting acquainted with the contents thereof and in consciousness and without any threat or pressure, the same is and shall be acceptable, agreeable and binding to the Vendors, their heirs & successors. .

**Signed by Vendors Party of
the First Part :**

- 1. Bhailalbhai Balubhai Patel**
- 2. Dineshbhai Balubhai Patel**
- 3. Girishchandra Jayantibhai Patel**
- 4. Chintan Girishbhai Shah**
- 5. Amit Girishbhai Shah**
- 6. Rushit Bhupendrabhai Parikh**
- 7. Neelaben Indrakant Shah**

AND

Through their Power of Attorney Holder

Bhailalbhai Balubhai Patel

**Confirming party/ Developers
M/s. GOKUL DEVELOPERS
Through its partner**

In Witness:

1. _____ 2. _____