

SALE DEED

THIS INDENTURE OF SALE made on ____ day of _____ 20__
Between **(1) Sureshchandra Pethabhai Gada** Aged 65, Occupation Business, Residing at B-22, Parshwanagar-II, Vasna Road, Vadodara whose Income Tax Pan Card No. **ACAPG0912F**, *through his Power of Attorney Holder and himself* **(2) Ronak Sureshchandra Gada** Aged 30, Occupation Business, Residing at B-22, Parshwanagar-II, Vasna Road, Vadodara whose Income Tax Pan Card No. **AJAPG4818R**, Hereinafter referred to as “**THE VENDOR/LAND OWNERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to includes its successors or assigns) of the **FIRST PART**

AND

“**NIWAS DEVELOPERS**” a Partnership Firm having its office at T.P No.16, F P No.14,Beside Pancham Bunglows,Vasna-Bhali Road,Vadodara Whose Income Tax Pan Card No. **AAJFN9205H**, Through its partner **Ronak Sureshchandra Gada** Aged 30, Occupation Business, Residing at B-22, Parshwanagar-II, Vasna Road, Vadodara, Hereinafter referred to as “**CONFIRMING PARTY a THE DEVELOPERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to includes it's all partners from time to time, successors or assigns) of the **SECOND PART**

AND

_____Aged Adult, Occupation _____, Residing at _____ Whose Imcome Tax Pan Card No._____ Hereinafter referred to as “**THE PURCHASER/VENDEE**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to includes its successors and assigns) of the **THIRD PART**.

WHERE AS the Land owners/Vendor are seized & possessed non-agricultural land being R S No.7 Paiki-2, T. P. No. 16, F. P. No. 11 admeasuring 376 Sq. Mts. and R. S. No. 8 Paiki, T. P .No. 16, F. P. No. 14

admeasuring 1571 Sq. Mts. of village Saiyed Vasna, Taluka & District Vadodara, total admeasuring 1947 Sq Mtr.

WHERE AS the Land owners/Vendor became the owner of said project land being R S No. 7 Paiki-2, T. P. No. 16, F. P. No. 11, being City Survey No. 1561, admeasuring 376 Sq. Mts. by virtue of two different registered sale deeds dt 8/10/12 vide Reg Sr No.56 dt.25/10/12 and dt.7/11/06 vide Reg Sr No.8328 dt.7/11/06 resp.

WHERE AS the Land owners/Vendors paikki no.1 Sureshchandra Pethabhai Gada has gifted his part of undivided share in land being R S No. 7 Paiki-2, T. P. No. 16, F. P. No. 11, being City Survey No. 1561, admeasuring 188 Sq. Mts. by virtue of the gift deed dt 3/5/17 vide Reg Sr No.6850 to land owners/Vendors paikki no.2 Ronak Sureshchandra Gada. Thus, Land owners/Vendors paikki no.2 Ronak Sureshchandra Gada is now absolute owner of the project land being R S No. 7 Paiki-2, T. P. No. 16, F. P. No. 11, being City Survey No. 1561, admeasuring 376 Sq. Mts.

WHERE AS the Land owners paikki No.1 Sureshchandra Pethabhai Gada became the owner of said land being R. S. No. 8 Paiki, T. P. No. 16, F. P. No. 14, being City Survey No. 1562/C, admeasuring 1571 Sq. Mts. of village Saiyed Vasna, Taluka & District Vadodara, by registered sale deeds dated.18/3/05 Vide Registration Serial No.2046 dt.18/3/05 and by virtue of said Sale deeds name of landowner/vendor were entered in revenue record by mutation Entry No.3919 dated.25/10/13, certified on.2/11/13 & mutation Entry No.3650 dt.24/3/05, certified on 8/5/05 resp. Now said lands referred as to the **“Project Land”** under this deed.

WHERE AS District Collector of Vadodara had sanctioned NA Permission in respect of land being R. S. No. 8 Paiki, T. P. No. 16, F. P. No. 14 admeasuring 1571 Sq. Mts. of village Saiyed Vasna, Taluka & District Vadodara, under their Order No.NA/RIVI/SR/38/2008-2009-No.JAMIN-D/KALAM-65/VASHI/767/2009 dt.27/06/2009 for using the project land for residential purpose.

WHERE AS District Collector of Vadodara had sanctioned NA Permission in respect of land being R. S. No. 7 Paiki 2, T. P .No. 16, F. P. No. 11 admeasuring 376 Sq. Mts. of village Saiyed Vasna, Taluka & District Vadodara, under their Order No.NA/RIVI/SR/440/2014-2015-No.JAMIN-D/KALAM-65/VASHI/6884/2014 dt.04/10/2014 for using the project land for residential purpose.

WHERE AS Vadodara Mahanagar Seva Sadan had sanctioned Raja Chitthi Vide No. Apartment/8/2013-14, Ward-11, dated 10/04/2013 and had sanctioned revised Raja Chitthi vide Raja Chitthi No. Apartment/67/2013-14/Ward-11, dated 04/07/2013 and had sanctioned revised Raja Chitthi vide Raja Chitthi No. Apartment/95/2016-1/Ward-11, dated 26/07/2016 to construct Residential Apartment as per approved plans.

WHERE AS notarized development agreement dated 05/07/2013 vide notarized serial No. 20406 executed by & between the land owners / vendors the party of the first part & Niwas Developers a confirming party of the second part in respect of the land being R. S. No. 8 Paiki, T. P .No. 16, F. P. No. 14, the confirming party the developer have organized & undertaken development & construct the different residential Towers vide Tower No A1-1(C), Tower No.A1-2(B), and Tower NoA1-3(A) (Total 3 towers) upon the project land which is known as “**Niwas**” Now referred as to the “ said project” under this deed.

WHERE AS registered development agreement dated 03/05/2017 vide Reg. serial No. 6580 executed by & between the land owners / vendors the party of the first part & Niwas Developers a confirming party of the second part in respect of the land being R S No.7 Paiki-2, T. P. No. 16, F. P. No. 11, the confirming party the developer have organized & undertaken development & construct the different residential Towers vide Tower No A1-1(C), Tower No.A1-2(B), and Tower NoA1-3(A) (Total 3 towers) upon the project land which is known as “**Niwas**” Now referred as to the “ said project” under this deed.

WHERE AS Vadodara Mahanagar Seva Sadan have issued a plinth check certificate in respect of the said construction of towers under their certificate No. 49, Ward-II dated 23/09/2013.

WHERE AS the land owners/ vendors and confirming party agreed to sell and transfer Flat No.____ on____ floor of Tower____ being part of “NIWAS”, here in after referred to as the “Said Flat” & more particularly described in the schedule here under written, for total sale consideration Rs _____/- (Rupee_____ Only).

WHERE AS the purchaser/Vendee agreed to purchase Flat No.____ on____ floor of Tower____ being part of “NIWAS”, here in after referred to as the “Said Flat” & more particularly described in the schedule here under written, for total sale consideration Rs _____/- (Rupee_____ Only).

NOW THIS INDENTURE OF WITNESSETH AS UNDER:

That in consideration of the total sum of Rs_____-/- (Rupee_____ Only) paid/to be paid by the purchaser/vendee by way of _____ to the confirming party before the execution of this present (The receipt of which, the confirming party, a party of the Second part, do hereby admit and acknowledge), the land owners/vendors and confirming party hereby grant, assigns, releases, transfers, conveys and assures the purchaser/vendee the Said Flat of the Said Project, more particularly described in the schedule here under written, forever all rights, title and together with the privileges, advantages, rights easementary rights thereto TO HAVE AND TO HOLD all and singular the Said Flat, described in the schedule here under written, and hereby granted, released, conveyed and assured or expressed to be with prorate undivided propionate share in land upon which Said Project to the purchaser/vendee unto to the use of the purchaser/vendee for ever as a owner, TOGETHER WITH all and singular piece or parcel of Said Flat together with all the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever both at law and in equity of the land

owners/vendor AND ALSO TOGETHER WITH all the deeds, documents, writings, vouchers and other evidences of the right, title, interest relating to the said Project land

AND ALL the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever both at law and in equity of the land owners/vendor TO HAVE AND TO HOLD the Said Flat hereby granted, sold, conveyed, released and assured or intended so to be with their and every of their rights, titles and appurtenance UNTO and to the use and benefit of the purchaser/vendee forever and to the intent that the purchaser/vendee shall be entitled to the use of the same forever absolutely subject to the payment of taxes, assessments, rates etc in relation to the period from the date of the execution hereof (The land owners/vendor to pay all liabilities regarding the same unto the date hereof) and which may thereafter be assessed and chargeable upon the same or which may from the date of these presents become payable in respect thereof to the Govt, Semi-Govt and local bodies, etc AND the land owners/vendor do hereby covenant with the purchaser/vendee that notwithstanding any act, deed, matter, thing, whatsoever by the land owners/vendor/or by any person or persons, lawfully or equitably claiming by, from, under or in trust for them, made, done or executed knowingly or willingly suffered to the contrary, the land owners/vendor, now having in themselves good, right, and absolute power to grant, release, convey and assure the Said Flat unto the use of the purchasers/vendee in the manner aforesaid AND that it shall be lawful for the purchaser/vendee from time to time and at all times, hereafter peaceably and quietly to hold, possess and enjoy the Said Flat hereby granted, released, conveyed, assured and confirmed with their appurtenances and receive the profit there from for their own use and benefit without any lawful eviction, interruption, claim or demand whatsoever from or by the land owners/vendor or from or by any other person or persons lawfully or equitably claiming by, from, under or in trust for them AND that free and clear and freely and clearly and absolutely, acquitted, exonerated, released or forever discharged or

otherwise by the vendor, sufficiently saved, defended, kept harmless and indemnified of, from and against all estates, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned and suffered by the land owners/vendor or by any other person or persons lawfully or equitably claiming by, from or in trust for them.

That the vendor further covenant and declare that the title to the Said Project Land as well as the Said Flat, more particularly described in the schedule hereunder, is free and marketable. The vendor hereby further assures that there is no any case or litigation pending in any court either civil, criminal or revenue in respect of the Said Project Land.

The land confirming party, hereby, acknowledge to have received consideration mentioned above in respect of the Said Flat sold to the purchaser/vendee and handed over the actual and physical possession of Said Flat, described in the schedule here under written, by the land owners/vendor to the purchaser/vendee and the purchaser/vendee has taken over the possession thereof as a Owner.

The land owners/vendors hereby undertakes to give consent and signatures in mutation by virtue of this sale deed as and when it applies by the purchaser/vendee before the competent authority of Govt, Semi Govt or Local Self Govt department.

IT UNDERTAKES AND AGREES BY THE PURCHASER/VENDEE AS UNDER:

- (1) The Purchaser have been allotted the Said Flat by the Confirming Party Vide Allotment Letter Dated_____
- (2) The Purchaser have inspected the Said Flat and its boundaries, measurement, area etc and satisfied himself/herself/themselves as to the all satisfaction as per this deed & the Purchaser will not raise requisition/objection for any matter in respect of the title of the Said Project Land as well as the title of the Said Project in future.
- (3) The Purchaser has/have been verified the title certificate as well as all subsidiary documents, NA Orders, Construction Permission

along with approved plans sanction by concern authorities in respect of the Said Project Land and accepted that the title of the Project Land as well as the Said Flat is free and marketable and free from all encumbrances subject to the terms and conditions of this deed as well as agreement for sell in respect of the Said Flat.

- (4) It is agreed by the Purchaser that the Said Project namely “**NIWAS**” is a scheme of ownership system therefore staircase, drainage line connection, underground and over head water tanks, electric meter, common light, common passage, lifts, common parking & all other common facilities provided in the Said Project as well as in Tower.____ in which the Said Flat is situate shall be used by all the member of the Said Project and tower/building & whatever the expenses are incurred for upkeepment, maintenance, and cleanliness whatsoever shall be born propostetaly by all the members jointly & pay the contribution accordingly by the Purchaser. However if all respective flats owners of all towers as well as the flat owners of Tower.____ decide to form any Non-trading Corporation/Co Operative Society/Association for the maintenance purpose and such corporation/society/association shall form committee in respect of each tower of the Said Project for the maintenance than the Purchaser shall become compulsory member of such corporation/society/association and committee respectively by paying admission fees and other charges regularly prescribed by such corporation/society/association and committee & shall have observe all rules & regulation of such corporation/society/association and committee for the maintenance and upkeepment of the Said Project.
- (5) The Purchaser shall abide by the decision of the developers and/or body and shall comply with the entire requirement and shall be bound to sign all the papers and documents time to time as the

developers and/or body may require to do for safeguarding the interest of other purchasers of the unit of the Said Project.

- (6) It is covenant between the purchaser that the purchaser shall have pro-rate undivided share on the F.S.I. (Terrace) of Tower..... with the other flat owners of the said Tower with this clear understanding with the purchaser, the present sale deed is executed by land owners/vendor which is confirm by the developers a Confirming Party.
- (7) The purchaser hereby agrees that the Said Flat situated in Tower.____ which is a part of residential project “**NIWAS**” and the said project shall be always known as “**NIWAS**” and purchaser or corporation/society/association or committee to be form in future by all the purchaser of the units of the Said Project shall have no right to change name and structure of the Said Project.
- (8) The purchaser further agrees that he/her/they shall not change the elevation of the construction made by the developer & also confirm and undertake that no commercial activities or commercial construction shall be conducted by the purchaser in the said flat.
- (9) The purchaser also agrees and undertake that he/her/they shall not encroach/obstruct the common way, parking, open space by keeping any material & shall not make any change in the infrastructure & in common facilities provided in the said project as well as in Tower where the said flat situate such as water connection, drainage connection, etc at any time and in any manner.
- (10) The purchaser agrees and undertakes that he/she/they shall not use the said flat as well as the common facilities for any illegal or criminal activities & also not store any hazardous goods, material, heavy loaded articles in the said flat as well as in parking or common area or in any part of the structure of the building & also not cause any nuisance in the said project as well as in the building

and also not do or permit to be done any act or thing which shall be rendered void or voidable.

(11) The purchaser further agrees and undertakes that he/she/they shall permit society/corporation/association or their agent, person, servant, workman with or without notice at all reasonable time to enter into the said flat/building or any part thereof with a view to cleaning, supervise, examine or for repair or for maintenance of lightening, cabling, piping, waterline, gasling if provided, drainage, V-set replacement or for other conveniences in a common area or terrace and shall also give necessary co-operation in this regards.

(12) The purchaser has read and verified the present Sale Deed and accepted the same and shown to their advocate and same have been approved by the adovocate of purchaser before execution.

The expenses for the execution of this indenture of sale deed/deed of conveyance of said property such as stamp duty, registration charges, Advocate fees and other Misc expenditure, to be incurred shall be born and paid by the purchaser/vendee.

SCHEDULE OF THE IMMOVABLE PROPERTY
REFERRED TO ABOVE

All that piece and parcle of immovable property being **Flat No:___** on ___ **floor** of **Tower ___** of residential project known as “**NIWAS**” being situated & constructed on non-agricultural land being **R S No.7 Paiki-2, T P No.16, F P No.11**, being **City Survey No. 1561** and **R S No.8 Paiki, T P No.16, F P No.14** being **City Survey No. 1562/C** of village **Saiyed Vasna** in Registration District Vadodara & Sub-registration District Vadodara Zone-3, admeasuring _____ Sq. Mts. along with pro-rate undivided share in the project land admeasuring..... Sq.Mts. which is bounded as under :-
TOWARDS EAST :

TOWARDS WEST :

TOWARDS NORTH :

TOWARDS SOUTH :

IN WITNESS WHEREOF, THE PARTIES, HERETO, HERE UNTO, HAVE SET AND SUBSCRIBED WITH THEIR RESPECTIVE HANDS AND SEALS TO THESE PRESENTS, ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

THE VENDORS :

SIGNED, SEALED &
DELIVERED
By the within named
**SURESHCHANDRA PETHABHAI
GADA**
Through their Power of Attorney
Holder and himself

(RONAK SURESHCHANDRA GADA)

WITNESS :

1)_____

2)_____

CONFIRMING PARTY
THE DEVELOPERS

SIGNED, SEALED & DELIVERED
BY “NIWAS DEVELOPERS”
Through its partner

(RONAK SURESHCHANDRA GADA)

THE PURCHASER/VENDEE :

SIGNED, SEALED & DELIVERED
By the within named

The Photograph of Flat No___ on ___floor of Tower___ of “NIWAS”

The Vendors

SURESHCHANDRA PETHABHAI GADA
Through his Power of Attorney Holder and himself

(RONAK SURESHCHANDRA GADA)

The Confirming Party Developer

“NIWAS DEVELOPERS”
Through its Partner

(RONAK SURESHCHANDRA GADA)

The Purchaser

**SCHEDULE ATTACHED UNDER SECTION 32(A) OF THE
REGISTRATION ACT, 1908**

The Vendors:

SURESHCHANDRA PETHABHAI
GADA

Through their Power of Attorney Holder
and himself

Photograph

thumb impression

(RONAK SURESHCHANDRA GADA)

The Confirming Party Developer

“NIWAS DEVELOPERS”

Through its Partner

(RONAK SURESHCHANDRA GADA)

The Purchaser:

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