

SALE DEED

This **SALE DEED** made at **VADODARA** this..... day of, **20**** of **FLAT NO.** on **FLOOR of TOWER / WING :** situated in the Scheme namely **"RUDRAA COMPLEX"**

EXECUTOR / FIRST PARTY / VENDOR / LAND OWNER / DEVELOPER / PROMOTER :

1. **RAJSHREE VINAY SHROFF**, aged adult, Occupation Business
2. **ANKIT VINAY SHROFF**, aged adult, Occupation Business
3. **KRUTIKA VINAY SHROFF**, aged adult, Occupation Business
4. **VINAYKUMAR RAJNIKANT SHROFF.**, aged adult, Occupation Business [PAN : AMWPS657M] a Individual Residential Address : C/47, Ranchod Park , Karelibaug, Vadodara. Form Vender No- 1 to 3 power attorney given(i.e Notary Shri Jagat M Desai reg,. No 19 dated 15/10/2015) to Vender -4 **VINAYKUMAR RAJNIKANT SHROFF.**, aged adult, Occupation Business [PAN : AMWPS657M] . (Hereinafter referred to as **"The FIRST PARTY"** or **"VENDOR / LAND OWNER"** or **"DEVELOPER / PROMOTER"** .

THE EXECUTANT / PURCHASER / SECOND PARTY / ALLOTTEE :

.....,
Aged years, Occupation, [PAN :]
residing at
(Hereinafter referred to as **"THE SECOND PARTY"** or **"PURCHASER / ALLOTTEE"** or **"YOU"** in this Sale Deed and in the meaning of the word the **SECOND PARTY** and / or his / her / their heirs, guardian, successors, Assignees, Executors, Administrators etc. all have been included.)

This Sale deed is executed by the Vendor - Party of the First Part upon willingness in favour of Party of Second Part – Purchaser/s that :

THAT, The **Non – Agricultural land** bearing **Block / Survey No. 22. Paikki 7/1/2/, T. P. Scheme No. 1 (Nimeta), Final Plot No. 9 land paikki 6899 Sq. Mt.paikki 2048 Sq. Mt.** is situated in the limits of Mouje Village **Nimeta**, in the Registration District and Sub Registration District **Vadodara**. The Vendor - Party of the First Part herein has purchased the said land from previous owner Prabhubhai Govindbhai Patel and others by way of Sale Deed duly Registered with Office of Sub – Registrar, Vadodara vide Reg. Sr. No. **255**, dated **06/04/2004**. and since then the Vendor (1) **RAJSHREE VINAY SHROFF** (2) **ANKIT VINAY SHROFF** (3) **KRUTIKA VINAY SHROFF** Descendants of survivors added in revenue records and **VINAYKUMAR RAJNIKANT SHROFF** become independent owner, in occupation and possession of the said land. The entry for the same was mutated in the Revenue Records vides R. E. No., dated and the name of above said First Party / Vendor has been mutated and reflects in the Revenue Records.

That, the Construction Permission in respect of the said land was granted by Vadodara Urban Development Authority (VUDA) issued vide its vide Construction Permission

(Rajachithhi) No. UDA / Plan – 2 / Permission / 187 / 2016-2017, dated 01/03/2017 and as per approved map the scheme in the name of “**RUDRAA COMPLEX**” has been organized.

AND WHEREAS, the FIRST PARTY / VENDOR / DEVELOPER has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at No. AND Model Form of Agreement as per RERA, the said Developer along with said Land owners have executed an Agreement for Sale in favour of above said Purchaser in respect of the SCHEDULE property and said Agreement for Sale duly Registered with Office of Sub – Registrar, Vadodara vide Reg. Sr. No., dated AND OR duly Notarized with Notary Public vide Notary Sr. No., dated Thus, all parties are here agreed for all clauses of RERA are to be legally bound to all parties of the said Sale Deed.

(1) Whereas, First party / executor sell the property shown in **SCHEDULE** below to the Second party in the amount of consideration **Rs./- In words Rupees Only.** And the said amount of consideration has been fully received by us as per the details below and in lieu of the said amount of consideration we have executed this Sale Deed.

DETAILS OF RECEIPT OF SALE PRICE :

AMOUNT (RS.)	DATE	CHEQUE NO.	BANK / PARTICULAR

(2) When the cheque of above mentioned amount of consideration is realized in Bank, we have sold the property shown in **SCHEDULE** in lieu of it and we / executors will have to hand over physical possession of the said incomplete constructed property to you / the Second Party on completion of construction work and at that time you / the Second Party will have to accept physical possession of the property mentioned in the said Schedule with ownership right. And if any defect detected in construction of sold unit to you / purchaser within 5 – years of obtained Occupation Certificate of the scheme OR date of possession, we the second party is liable / bound for all expenses of repairing such defect. But any defect in construction is not because of First party and occur form such other circumstances which is not in hand of First party then First party will not liable or bound for that. And further Second party take possession after proper inspection and after that any defect occur by Second party then only Second party will be liable for that. With this clear understanding said deed is executed.

(3) We the executors have not created any encumbrance or lien, mortgage, charge of any person, Bank, Shroff or Financial institution on the said land property and we have not written the said property in security of any person and there is no attachment or injunction order of court and we have not executed any sale or

transfer Agreement or we have not executed any Banakhat or Gift Agreement or not executed any written or oral agreement in favour of any person or institute. And we / executors assure that the title of property sold to you is clear and marketable and yet if any objection or dispute arises regarding title of the said property, we the executors will remove such obstacle with our own expense and in case you have to remove such obstacle we the executors are bound to repay such amount and expense immediately without raising any dispute and we assure of it.

- (4) We have already paid all the Government and Semi-Government Tax, Taxes of Vadodara Mahanagar Seva Sadan and revenue tax regarding the said land property till today and after execution of this Sale Deed, you the purchaser will have to pay all taxes and charges. But after execution of Sale Deed in future if any tax is found unpaid till today, we the executors have to pay such amount and we assure and undertake of it. You / the Second Party have paid all the expense of this Sale Deed like Stamp Duty, Registration Fee, Writing Fee etc. and in future if any additional stamp duty is required to be paid, you / the Second Party have to pay all such amounts. Also liable to pay Development Charges, Tax, Name transfer charges after execution of this sale deed, Corporation Tax, Mahesul etc. for the said schedule property.
- (5) We the sellers have sold the property shown in **SCHEDULE** below to you the purchaser with all relevant right and with right in water, drainage, Gas connection, Light, Toilet, Bathroom, Telephone, Dish, Internet, Common Lift, Street Light etc. common facilities and with right of getting air and light and with right in internal society road and disposal of water as member of **"RUDRAA COMPLEX"** till the Sun shines with ownership right today. Therefore you / the Second party have become owner of the property mentioned in the said Schedule and you have right to occupy the said property following rules of apartment. You have full right from today on the property mentioned in **SCHEDULE** below and from now we and our heirs, guardian, successors have no right, part, share, claim, and interest in the said property.
- (6) The, the said sold unit which is mentioned in **SCHEDULE** situated in the Scheme namely **"RUDRAA COMPLEX"** has been sold to you through this Sale Deed. In the common parking space shown in the approved map for the purpose of construction over the said land, all unit purchasers of the concerned tower / building of the scheme together shall make parking in the space only provided as per convenience without causing hindrance / obstructions to others and the Purchasers of the unit shall not hold right to make parking in a specified or designated place.
- (7) You / the Second Party have become independent owner of the property sold to you by executors and on the basis of the said Sale Deed, you can get the said property transferred in your name in City Survey Office, Vadodara Mahanagar Seva Sadan Office, Madhya Gujarat Vij Company Ltd., Revenue Record and in Government and Semi-Government and other institute and we the executors are bound to give you

necessary signature-consent whenever and wherever required but you have to bear all the expense regarding the said proceeding.

- (8) The property sold to you is situated in **"RUDRAA COMPLEX"** and if all the members of scheme form any development Mandal or association to maintain, cleanliness or common maintenance or charges then you / the Second Party have to be its member compulsorily and follow all its rules and regulations compulsorily and you have right to get all the rights which have been acquired by all the members of the said apartment and you have to pay administrative expense for common facility proportionately / commonly. No member has to keep goods in common passage and lift which may be obstacle to the owners and provide co-operation to all members. With such condition and understanding we have executed this Sale Deed in favour of you.
- (9) There are water tanks for all the members of tower and all members will get water from it and regarding Motor and Light you have to pay all the expense and for repairing of all these articles and charges and newly installation expense proportionately with other members of the said scheme.
- (10) No member has to make any change in outside Balcony, grill, color and Elevation of **"RUDRAA COMPLEX"**. There will be no change in structure of the said apartment like beam or column in any circumstance in present time or in future and no member can demand personal ownership in future or in present in open land shown in Map approved for construction from Vadodara Maha Nagar Seva Sadan and the said land is to be kept open for ever and the purchaser and any other member of the said apartment are bound to keep the said place open and will be.
- (11) The slab of upper storey and lower floor and the walls of adjoining property are common which is situated in the property sold to you and shown in Schedule below and its measurement is to be considered from the middle point of wall.
- (12) You the purchaser don't have demand ownership right or separate share in common amenities of **"RUDRAA COMPLEX"** like Common Plot, Internal Road, Club House, Garden etc. And the Second party will have permanent common and proportionate right of use and authority in all common facilities.
- (13) That, the use, usage and utilization of the terrace situated on the buildings organized over the entire land as described in **SCHEDULE** hereunder is to be made jointly by the purchasers of units of the concerned buildings without making obstruction, hindrance to others and raising dispute, without demanding personal ownership.
- (14) In future if you / purchaser sell, mortgage or transfer the flat mentioned in **SCHEDULE** below at that time the purchaser can sell or transfer or mortgage the rights and authority following the rules shown above in document and following the

conditions decided from time to time and with the rights and authority which you have acquired through this Sale Deed and with such clarity this Sale Deed has been executed.

- (15) **SEVERABILITY** : If any provision of this Agreement / Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made hereunder or under other applicable laws, such provisions of the Agreement / Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement / Deed and to the extent necessary to conform to Act or the Rules and Regulations made hereunder 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.
- (16) **DISPUTE RESOLUTION:** Any dispute between 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, 2016, Rules and Regulations, hereunder.
- (17) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- (18) The Allottee along with other allottee(s) of Apartments 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 Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications 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. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and

remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.

- (19) The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
- (20) The Promoter will execute of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees ;

(SCHEDULE)

[Description of the land under the scheme]

The **Non – Agricultural land** bearing **Block / Survey No. 22. Paikki 7/1/2/, T. P. Scheme No. 1 (Nimeta), Final Plot No. 9 land paikki 6899 Sq. Mt.paikki 2048 Sq. Mt.** is situated in the limits of Mouje Village **Nimeta**,being in **SHOP/OFFICES** intituled as **“RUDRAA COMPLEX”** has been organized. And out of this the below mentioned property / FLAT having measurement and has **NOW SOLD TO YOU.**

Tower / WING	FLAT No.	Floor	Built-up Area (Sq. Mtrs.)	Carpet Area (Sq. Mtrs.)	Undivided share of common land Area (Sq. Mtrs.)

Four boundaries are as under

East :
West :
North :
South :

In witness whereof, the present Sale Deed is executed by Vendor – Writer herein upon willingness after reading, understanding, thinking, in sound state of mind and body, which is and shall be binding and acceptable to us, our partners from time to time, our heirs, successors, etc. all and in witness whereof, we have subscribed our signature below.

Date :..../...../.....

Place : **VADODARA**

SIGNED BY THE VENDOR- THE PARTY OF FIRST PART :

- 1. RAJSHREE VINAY SHROFF,**
- 2. ANKIT VINAY SHROFF,**
- 3. KRUTIKA VINAY SHROFF,**
- 4. VINAYKUMAR RAJNIKANT SHROFF**

No. 1 to 3 as a Power of Attorney holder No 4

Through its Signing Authority

VINAYKUMAR RAJNIKANT SHROFF

In witness:

1.....

2.....

... ..

PROPERTY PHOTO

“RUDRAA COMPLEX”, Nimeta , Vadodara.

.....

.....

... ..

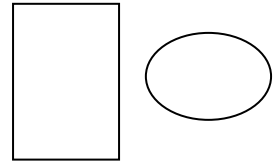
According to Schedule Under Registration Act, 1908
Section 32 (A)

SIGNED BY THE VENDOR- THE PARTY OF FIRST PART:

1. RAJSHREE VINAY SHROFF,
2. ANKIT VINAY SHROFF,
3. KRUTIKA VINAY SHROFF,
4. VINAYKUMAR RAJNIKANT SHROFF

No. 1 to 3 as a Power of Attorney holder No 4

Through its Signing Authority



VINAYKUMAR RAJNIKANT SHROFF

PARTY OF SECOND PART (PURCHASER):

