

SALE DEED

SALE DEED OF THE IMMOVABLE PROPERTY OF FLAT/SHOP NO._____ in “Sorrento Rosette” FOR Rs. _____/- (RUPEES _____ ONLY)

This Deed of Sale is executed on to-day dated/.../202_ in favour of The **Vendee / The Party of the First Part:- PURCHASER OF THE PROPERTY**

Mr./Mrs. _____ Aged : _____ Occupation : _____
PAN NO. _____ AADHAR NO. : _____

Residing at : _____.

(hereinafter referred to as “The Allottee”, The party of the first part, Purchaser, Which expression includes the execute to the Agreement of sale, the party of the first part & their legal heirs, successors, executors, assignees etc.)

The party of the SECOND PART / The promoter / The developer/The owner

A Limited Liability Partnership firm named Avkar Buildtech LLP. (PANNO-ABZFA1284G) Having Reg Office at Sr.No.381, F.P No.05, open Plot, B/S Saptak Rosette, 30 Mt Canal Road , Near Waves Club, Bhaili TP 3, Vadodara, Gujarat - 391410, through its authorised designated partners:

1. Chirag Dayanand Bontra ; Aged - Adult years; Occupation : Business; Residing at E-7 Vishram Nagar 2, Vasna Road , Vadodara 390007

2. Nishit Mukeshbhai Patel ; Aged - Adult years; Occupation : Business; Residing at1, Sthapatya Bungalows, Vasna road, Vadodara.

(hereinafter referred to as the party of SECOND PART, The developer, promoter, owner, which expression shall unless it be repugnant to the context or meaning thereof include the partner and/or partners for the time being and as may be from time to time ,of the said firm or their respective heirs, executors, administrators and assignees or their heirs, executors, administrators and assigns of the last surviving partner.)

WHEREAS the owner is absolutely seized and possessed of and otherwise well and sufficiently entitled of the under mentioned land in schedule A.

Schedule A (Description of land)

1. Being non-agricultural land bearing Block No. 329 (Old Survey No. 381) admeasuring 0-89-03, Bhaili T.P. No. 3, F.P. No. 5 admeasuring 6240 Sq. Mtrs. It's northern side paiki land, admeasuring 3968.36 sq. mtr. & land bearing Block No. 330 paiki 1 (Old Survey No. 382 + 383) admeasuring 0-89-27, Bhaili T.P. No. 3, F.P. No. 7 admeasuring 6250 Sq. Mtrs. situated at Village Moje Bhayli, Taluka & District Vadodara

2. The entire piece of land bearing 6240sq.mt. land of final plot No.5 has been approved for non- agricultural use (N.A.) by the collector, Vadodara under permission No: N.A./S.R./247/2016-2017, Land/D/section 65/vashi/5515 to 5523/16, Date 09/09/2016.

3. The entire piece of land bearing 6250 sq.mt. land of final plot No.7 has been approved for non- agricultural use (N.A.) by the collector, Vadodara under order No: 890/19/02/036/2020, Dated : 16/07/2020

4. The said Piece & Parcel of land Situated F.P. No.5, T.P.3 (Bhayli) has been given construction permission (raja chitthi) by VUDA under permission No: 18-09-2018/1005738/01/000030 Date: 23/10/2018.

Of the total land measuring 6240 sq.mt of FP 5, part area has been already developed by the land owners. Hence FP 5/Paiki (part thereof) admeasures 3968.36 sq.mts.

5.The said piece and parcel of lands with Final Plot numbers 5/paiki and 7 have been amalgamated vide order number No.003LD22230160 Dated:14/11/2022 by Vadodara Municipal Corporation. On this amalgamated land, measuring 10218.35 sq.mt., a residential cum commercial apartment/shop under the name and style of 'Sorrento Rosette' has been projected

6.The said amalgamated lands of F.P 5/paiki and F.P 7, totally admeasuring 10,218.35 Sq.Mts, have been granted revised construction permission (revised Raja Chitthi) by Vadodara Municipal Corporation vide permission no:T.B-1/Ward-10/2023-2024 dated 1-5-2023

And whereas the Promoters have purchased the said property from its earlier owner, Shri.Dayanand Bontra by executing a registered sale deed. The said sale deed was registered before the Sub Registrar at Vadodara on 08/05/2023, vide registration number 10879 and thus the party of the second part became absolute owners of the said property and as on today they are in occupation and possession of the said property as true and lawful owners and the title of the property is clear, marketable and without any charge, lien or encumbrance.

AND WHEREAS the promoter has registered the project under the provisions of the act with the RERA (real-estate regulatory authority) Vide registration no_____.

Whereas the owners have named the said project of residential flats and shops as '**Sorrento Rosette**' (hereinafter referred to as the 'said project' or 'the project')

Whereas on request of the purchaser the Promoters have agreed to convey to the purchaser/s The flat/shop bearing number _____ admeasuring _____ square feet built-up area on the _____ floor of tower _____ of the said project

(hereinafter referred to as the said flat/shop, more particularly described in the schedule-II hereunder, as a part and parcel thereof by this deed).

And whereas the promoters have agreed to sell the said, flat/shop described in the Schedule-B to the purchaser for a total consideration of Rs._____(Rupees _____) and the purchaser has agreed to purchase the said flat/shop for the said consideration. The above consideration amount of rupees _____ has been paid as under

: PARTICULARS OF PAYMENTS ::

Sr.No	Chq.No	Chq.Date	Bank Name	Amount

NOTE: GST and other taxes etc charged extra over and above the above mentioned consideration.

i.The Party of the Second Part i.e. Owners hereby acknowledge the receipt of the above consideration from the Purchasers. In consideration thereof the Owners have sold the property particularly described in the Schedule-B hereunder together with all the rights, ways, liberties, privileges, easements and other appurtenances in common whatsoever together with right in the undivided land of Internal roads of the said Scheme, Common facilities/amenities etc. of the said project. And further, the Owners has handed over the full, vacant and exclusive possession of the said property today. The Owners further grants and conveys rights to the Purchasers to have and hold the said property absolutely and forever free from any encumbrances, charges, claims and demands whatsoever.

ii. The Owners do hereby convey and transfers by way of sale and absolutely assign unto the Purchasers forever all the rights, titles and interest of the Owners whatsoever at law or otherwise in the said property together with light, liberties, accesses, ways, waters, water courses, privileges, easements, path, passages, profits, advantages, rights and appurtenance together with all the common amenities in the said premises to hold the same and to the use of the Purchaser forever. Thus, all the rights of ownership have been transferred to the Purchasers by this Sale Deed.

iii. The Owners do hereby covenants with the Purchasers that notwithstanding any act, deed, matter or thing by the Owners done, executed, omitted or knowingly suffered to the contrary, the Owners now have good title, right, full power and absolute authority to sell, transfer, convey and absolutely assign the said premises unto and to the use of the Purchasers in the manner aforesaid and that the said premises and every part thereof shall remain and be to the use of the Purchasers in the manner aforesaid and shall be quietly entered into, upon, held and enjoyed and profits received thereon by the Purchasers without any interruption or disturbance by the Owners or any other person or persons claiming through or under it and without any disturbance or interruption by any other person whatsoever.

iv. The Owners hereby declares that there are no encumbrances, charges, lien, attachment, claim or demands whatsoever and the property is not the subject matter of any suit or litigation or any defect, flaw or deficiency in the title of the Owners to the said property or in the description, extent or other particulars of the said property.

v. The Owners hereby declare that all the dues as to the taxes, electricity charges, land revenues, rates, fees etc. in respect of the said property are fully paid as on today. If any dues are remaining, the same shall be discharged by the Owners up to the date of this sale deed and hereinafter, it shall be the liability of the Purchasers to pay taxes, Government Charges , bills etc.

vi. The Owners hereby declares that there is no loan of any Bank or other financial institutions against the said property. It is further declared that no

adverse doing of any kind exists against the said property. The Owners hereby declare that the title deeds, documents, writings in respect of the said property is not deposited, mortgaged or surrendered with any Nationalised Bank or Financial Institutions for equitable mortgage as on today.

vii. The Owners have made full and true disclosure of the nature of their rights in the said property as well as encumbrances, if any, including any right, title or claim on the said property.

viii. The Owners also by executing this sale deed have given consent to take Water connection, Drainage connection, Electricity connection, etc. in the name of the Purchasers and if required, shall execute necessary documents in this behalf. Also now on the basis of this present deed, the Purchasers have become the owner of the said property and the Owners hereby undertakes to execute necessary documents for effectually transferring the said property in the name of the Purchasers at all places including records of Vadodara Mahanagar Seva Sadan, City Survey Office, and other local Government and Revenue Offices.

ix. The Owners have registered the Project under provisions of the Real Estate (Regulations and Development) Act, 2016 (Act) and rules made there under with Real Estate Regulatory Authority (RERA) at Vadodara, Gujarat having registration no. _____.

x. Within a period of five years from the date of handing over the possession of the said Premises to the Purchasers, the Purchasers or the Society as the case may be brings to the notice of the Owners any structural defect or any defects on account of workmanship, quality or provision of service, that are certified and supported by relevant experts, then, wherever possible such defects shall be rectified by the Owners at their own cost and in case it is not possible to rectify such defects, then the Purchasers shall be entitled to receive from the Owners, compensation for such defect in the manner as provided under the Act.

xi. This Sale Deed is further to the Agreement To Sell ,dated _____, signed and executed by the purchaser . All the terms and conditions of the said Agreement To Sell hold true and binding hereto too .

AND THIS DEED FURTHER WITNESSES AS UNDER :

1. The Purchasers have inspected and verified the documents/title of the property by themselves and relevant experts and have satisfied themselves that there is no defect in the title of the Owners in the said property and have purchased the same upon their full satisfaction.

2. The Purchasers have exercised due diligence by inspecting all aspects, including the physical assessment, of the said property and after inspection and verification, by himself and relevant experts, have purchased the same.

3. The Purchasers shall certainly and compulsorily become a Member of the Common Maintenance Society (CMS) /association/committee of "Sorrento Rosette" by subscribing to it compulsorily and shall pay the prescribed Membership Fees and Maintenance Charges, that may be decided by the Society from time to time.

The said Common Maintenance Society (CMS) /association/committee shall look after the common facilities, amenities including parking, common spaces etc. of the said project. The Purchasers shall have to pay the proportionate maintenance deposit computed at Rs. _____/- (Rupees _____ Only) on life-time basis before taking over possession. If in future, common maintenance fund is found not sufficient to meet the expenses of common maintenance and extra / additional fund is required for up-keeping, repairing, maintenance of the common facilities and the building, then the building association mentioned above if so decides to raise extra / additional fund by collecting additional maintenance charges from members on periodical basis then all members shall also have to pay such additional maintenance charges in future.

4. That the expenses of and incidental to this Sale Deed such as Stamp Duty, Registration Fees, Mutation fees, Service Tax, GST, VAT, Advocate Fees and other miscellaneous expenses, shall be payable by the Purchaser only.

5. The purchasers shall not use the Premises for any purpose other than residential purpose and shall not use the Apartment for guest house or any other activities, as the case may be, without prior written permission of the Owners / co-operative society as the case may be. The Purchasers shall also not use the Car Parking(s) allotted to them for any other purpose other than for parking vehicle(s).

6. The Purchasers shall maintain the homogeneity of the project, building and shall not be entitled to change the elevations of the Premises and shall not be allowed to do any structural changes or to put grills on the outer side of the Building and shall maintain the same in the same form as the Promoters have constructed and not at any time alter the said elevations in any manner whatsoever without the prior consent in writing from the Owners/Society/association ; as the case may be.

7. It is absolutely made clear to the purchaser by the owners that the building is built with monolithic system of construction and any structural changes are strictly prohibited in any manner whatsoever. Making any changes/alterations on any wall in the present form of the building may cause damage to the structure and the structural stability of the whole building could be compromised severely. Hence it is mandatory for any changes of any manner to be pre approved in written from the CMS/Society/Committee, Promoters, Structural engineer.

7. If the Purchasers wants to make additions, alterations, modifications in the specifications, construction or amenities, then in that case the Purchasers shall also have to make a separate agreement with the Owners for carrying out such extra construction work and for fixing the specifications / modification / alterations, etc. for such extra work and the cost for the same and other terms and conditions.

8. The Purchasers shall maintain Premises at their own cost in good tenantable repair and condition from the date of taking possession thereof and not to do or suffer to be done anything in or upon the Premises and the Building, its staircase or any passage which may be against the rules and regulations of the

concerned local or any other authority or which may change/alter or make additions in or to the Premises or any part thereof.

9. The Purchasers shall contribute proportionately within 15 days of demand by the Owners / CMS, along with the other occupants, towards the costs and expenses of maintenance, repairs and periodic external painting of the Building;

10. The Purchasers shall permit the Owners and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building or any part thereof to view and examine the state and condition of the Building and common area.

11. The Purchasers shall not do or permit to be done in or upon the Premises or any portion of the Building, or any act, deed or thing which shall cause nuisance annoyance, disturbance, danger or inconvenience to the other occupants/allotees of other premises of the Building.

12. The Purchasers (except commercial shop owners of ground and first floors) shall not affix any sign boards, neon lights or advertisements either on the terrace or on the exterior of the Building or on the compound wall or otherwise in and or upon the Land and not to fix any grills outside the Premises

13. The Purchasers shall not store in the Premises any illegal or contraband materials or goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building or storing of which goods is objected to by the concerned local or other authority, and not to carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the Building, including entrances of the Building; and in case any damage is caused on account of negligence or default of the Purchasers in this behalf, the Purchasers shall be liable for the consequences of the breach and for rectifying such damage and restoring the damaged portion to its original condition and to keep the Owners, Other Occupants/Purchasers of the premises of the Building indemnified from and against any loss, damage or liability that

may be caused or occur by aforementioned acts or negligence in respect thereof.

14.The Purchasers shall carry out, at their own cost, all internal repairs to the Premises and maintain the same in the same condition, state and order in which it was delivered by the Owners to the Purchasers and shall not do or suffer to be done anything in or to the Building or in respect of the Premises, which may be in contravention of the rules and regulations of the concerned local authority or any other public authority. In the event of the Purchasers committing any act in contravention of the above provision, the Purchasers shall be solely responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

15.The Purchasers shall not demolish or cause to be demolished the Premises or any part thereof, nor at any time to make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building, in which the Premises is situated and to keep the portion, sewers, drains, pipes in the Premises and appurtenances thereof in good tenable condition, so as to support, shelter and protect the other part of the Building in which the Apartment is situated and shall not in any manner damage the columns, beams, walls, slabs or RCC or other structural parts in the Apartment without prior written permission of the Owners/VMC/Structural engineers and other bodies and authorities as the case may be.

16.The Purchasers shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Land and the Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance, or which is likely to cause nuisance or annoyance to other users and occupiers of the other premises in the Building.

17.The Purchasers shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or in any portion of the Land and the Building.

18.The Purchasers shall not keep anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the Building. The Purchasers shall not at any point of time claim partition or separation of the undivided share in the common land/facilities if any, attached to the said Project.

19.The Purchasers shall not demand, at any time, partition by metes and bounds of Purchasers interest in the Premises and/or the Building, it being an express and specific intention of the parties hereto that the interest of the occupants in the Premises and in the Building shall always be impartible/ indivisible.

20.The Purchasers shall not use the refuge area if provided in the Building for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the Building.

21.The Purchasers shall not do any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals herein above.

22.The Purchasers shall strictly comply with the bye-laws, rules and regulations of the Society and applicable law and shall observe and perform and abide by all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises and common area and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the bye-laws, rules and regulations of the Society.

23.The Purchasers shall not object and shall give consent for any variations in colour, size and design etc. of the tiles, marble, granite, stones or any other construction material provided in the premises during repairs/replacement which are beyond control of the Owners.

24.The Purchasers along with other Purchasers of Apartments in the building shall join as a member in forming and registering the Society / Association /CMS to be known by such name as the Owners 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 / Association / CMS and for becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Owners within seven days of the same being forwarded by the Owners the Purchasers, so as to enable the Owners to register the common organisation of Purchasers. No objection shall be taken by the Purchaser/s 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, as the case may be, or any other Competent Authority.

25.The Purchasers shall obtain No Objection Certificate from the Common Maintenance Society before transferring their said Property to any other party in any manner i.e. on lease, license, sale, gift etc. In other words the Purchasers shall not let, sub-let, transfer, assign, or part with his/her/their interest or benefit under this Deed and/or the said Property/or part with the possession of the said Property either in part or full until all the dues as may be applicable in respect of the Common Maintenance Society formed are observed as per the conditions mentioned in this Sale Deed.

26.At the time of execution of the Sale deed of the structure to the association of Purchasers, Owners shall handover lawful, vacant, peaceful, physical possession of the proportionate undivided portion in Common areas of the Structure to the Association of the Purchasers.

27.SEVERABILITY :-

If any provision of this Deed 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 Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed 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 Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

28. 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, thereunder.

29. The Owners and the Purchasers have executed the Agreement for Sale Dated on _____, vide registration serial No.: _____ executed at Vadodara, that the terms and conditions of said agreement for sale is wholly read, understood and agreed upon as a part of this sale deed.

30. After receipt of BU Permission or sale deed all future FSI belongs to Society of Purchasers only and then after Owners has no right in that FSI. The Owners 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 the society of Purchasers.

DESCRIPTION OF THE PROPERTY SCHEDULE A

Being non-agricultural land bearing Block No.329 (Old Survey No. 381) admeasuring 0-89-03, Bhaili T.P. No. 3, F.P. No. 5 admeasuring 6240 Sq. Mtrs. Of which, northern side paiki/part-thereof land admeasuring 3968.36 sq. mtr. & land bearing Block No. 330 paiki 1 (Old Survey No.382 + 383) admeasuring 0-89-27, Bhaili T.P. No. 3, F.P. No. 7 admeasuring 6250 Sq. Mtrs. Both amalgamated and totally admeasuring 10218.35 Sq.mts. situated at Village Moje Bhayli, Taluka & District Vadodara, the above land is bound as under

EAST : _____

WEST : _____

NORTH : _____

SOUTH : _____

SCHEDULE B

All that Flat/Shop No. _____ on _____ Floor of Tower _____ having total carpet area of _____ Sq. Mtrs. (built up area of _____ Sq.Mtrs.) and Proportionate right in common areas of said building namely passage, foyer, terrace, stairs, Lift along with stipulated undivided interest in land i.e undivided share of Land _____ Sq.Mtrs forming integral part of the in Project named Sorrento Rosette', and is bounded as under :

East :

West :

North:

South:

PHOTOGRAPH OF THE SAID PROPERTY

OWNERS : _____

PURCHASERS : _____

PHOTOGRAPH OF THE SAID Property

SELLER : _____

PURCHASERS : _____

THIS SALE DEED is executed by and between the parties at Vadodara on this _____ day of _____ 202 and the same shall be binding to the parties and their heirs, coparceners, successors, administrators, executors, assignees etc.

In presence of witnesses

AS PER THE REGISTRATION ACT 1908 UNDER SECTION 32(A)

THE PARTY OF THE FIRST PART OR PURCHASERS

Shri _____

Shri _____

Party of the Second Part/ Promoters/Developers

Chirag Dayanand Bontra
As Authorised Signatory for Avkar Buildtech LLP

Nishit Mukeshbhai Patel
As Authorised Signatory for Avkar Buildtech LLP

