

RERA REGISTRATION No.....

SALE DEED

: For Flat No. _____, _____ Floor, "ALDEA PRIMERO" of
Mouje Village Ankodiya in the Registration District Vadodara
and Sub-Registration District Vadodara of Rs. _____/-

In Words Rupees _____ Only :

THIS INDENTURE OF SALE made on _____th day the _____, 2020
of between: -

The Party of the First Part / Purchaser/s:

_____, Age about _____ Years, Occupation: _____,
Residing _____ at
_____. Aadhar
No. _____, I.T.P.A. No. _____

(Hereinafter called as "The Purchaser/s" which expression shall be
deemed to include his/her/their heirs, executors, administrators and
assignees unless the expression is repugnant of the context or meaning
hereof) of the **FIRST PART**.

AND

The Party of the Second Part / Vendor:

M/s. Aldea Creators (Pan No. ABQFA1768C) a Partnership Firm
through its Managing Partner Mr. Hiren Chhaganbhai Patel, Aged
about 34 Years, Occupation : Business, having its Registered Office
at : 4F-10/11, The Trillium, Before Navrachana International School,

Aldea Creators
H.C. Patel
Partner

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@ 24 Mtrs. High Tension Road, Bhayli T.P.2, Vadodara, Gujarat.
Aadhar No.3808 1585 2262. Pan No.ABQFA1768C.

(hereinafter called as **"The Vendor"** which expression shall be deemed to include the said partnership firm and its time to time partners and their heirs, executors, administrators and assignees unless the expression is repugnant of the context or meaning hereof) of the **SECOND PART**.

Whereas the party of the Second Party is lawfully seized and possessor of the Non-Agricultural Land bearing **Sub Plot No.4, admeasuring 770.71 Sq.Mtr. and proportionate share in Common Plot admeasuring 85.65 Sq.Mtr. Total admeasuring 856.36 Sq.Mtr. situated in land bearing Block No.661, 660, 659 & 658/B, Old Survey No.707/2, 707/3, 707/4, 702/1 & 706, T.P. Scheme No.2, Final Plot No.74, 78 & 79 admeasuring 6374 Sq.Mtr. & Final Plot No.83 Paiki admeasuring 2546.70 Sq.Mtr. Total admeasuring 8920.70 Sq.Mtr. of Mouje Village Ankodiya, in the Registration District Vadodara and Sub-Registration District Vadodara, as its absolute owner and the property is free from all encumbrances and the title of the same is clear and marketable, which is more particularly described in **"Schedule-A"** hereunder written and hereinafter referred to as the **"Said Land"**.**

Whereas the Vendor has purchased the said land by registered sale deed No.2014, Dated: 26.02.2020 from (1) Mr. Amit Satishchandra Patel (2) Mrs. Purviben Amit Patel and on the basis of the said Sale Deed Vendor becomes the absolute owner and occupier of the said land.

Whereas the Vendor have obtained necessary permission to use the said land for Non-Agricultural purpose from Collector Shri, Vadodara vide their Order No.N.A./S.R./123/2007-2008, No.Land/D/Section-65/Vashi/3211/2008, Dated : 30.09.2008. On the said land Vendor is to carry out the construction of Residential Building, and Vendor will obtain necessary construction permission from Vadodara Urban Development Authority (VUDA) vide their Development Permission / Rajachitthi No.UDA/Plan-3/Permission/11/2020, Dated : 19.08.20200 and the name of said building is given as **"ALDEA PRIMERO"**.

The party of the First Part have examined and studied the necessary documents, building plans and drawings and has agreed to purchase the Flat No. _____, situated on the _____ Floor, of the building known as **"ALDEA PRIMERO"** more particularly described hereunder in the **"Schedule-B"** for or at a price of or in consideration of Rs...../- In Words Rupees Only.

: Details of the payment of Consideration:

Name of Bank	Cheque/UTR No.	Date	Amt. Rs.
Total In Words Rupees		Only	Rs.

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H.C. Patil

Partner

Aldea Creators

The Party of the First Part has paid a sum of **Rs...../- In Words Rupees** **Only** towards the full consideration (Subject to Realization) of the said **Flat No. _____**, **_____ Floor, "ALDEA PRIMERO"** and the same have received by the Vendor / Developer a as per the details provided above. The Purchaser/s has paid the total amount of consideration to the Vendor and vendor do hereby admit and acknowledge and confirm the receipt of the same.

Now, This Indenture of Sale witnessed as under:

In pursuance of the aforesaid consideration of **Rs...../- In Words Rupees** **Only** being full consideration for sale of **Flat No. _____**, **_____ Floor**, in a building known as **"ALDEA PRIMERO"** situated on land bearing **Sub Plot No.4**, admeasuring **770.71 Sq.Mtr.** and proportionate share in **Common Plot** admeasuring **85.65 Sq.Mtr.** Total admeasuring **856.36 Sq.Mtr.** situated in land bearing **Block No.661, 660, 659 & 658/B**, Old Survey No.707/2, 707/3, 707/4, 702/1 & 706, T.P. Scheme No.2, Final Plot No.74, 78 & 79 admeasuring **6374 Sq.Mtr.** & Final Plot No.83 Paiki admeasuring **2546.70 Sq.Mtr.** Total admeasuring **8920.70 Sq.Mtr.** of **Mouje Village Ankodiya**, in the Registration District **Vadodara** and Sub-Registration District **Vadodara**, paid by the Purchaser/s to the Vendor, the Vendor also do hereby admit the receipt of the same.

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Partner

The Vendor and the Developer both hereby grant, convey, assign and transfer to the Purchaser/s said **Flat No. _____** situated on the _____ **Floor**, of the building known as "**ALDEA PRIMERO**", more particularly described in the "**Schedule-B**" hereunder written and hereinafter referred to as the "**Said Flat**".

In a building known as **ALDEA PRIMERO**, Behind Utopian Corner, **New Alkapuri, Ankodiya Canal Road, Khanpur-Ankodiya TP-2 Vadodara- 391101, Gujarat** with all its apparent rights, interest, legal and incidental services, ditches, drains, liberties, profits, privileges, advantages, possession etc. as may be in Law available to the Purchaser/s in respect of the said **Flat No. _____** situated on the _____ **Floor**, belonging to or in any way appertain to or with the same or Vendor, any part _____ thereof, _____ now or at any time usually held and enjoyed, occupied, reputed or known as a part of or appurtenant thereof including the right as member or the right title benefit, interest to use, inheritance, possession claim and demand whatsoever both at Law and equity. The vendor upon the entire property of which the said Flat sold conveyed transferred and assigned is a part.

To have and to hold the said Flat unto and to the use of the **PURCHASER/S** free from all encumbrances and charges whatsoever and the Vendor covenants, that the Vendor have good and absolute title and authority to assign, convey, transfer and dispose of the said **Flat No. _____**, situated on the _____ **Floor**, being part of the entire property known as "**ALDEA PRIMERO**" including the legal and other incidental and other benefits in favour of the **PURCHASER/S** in the

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Partner

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manner done here with. Further the Vendor and Developer covenant with the PURCHASER/S that the Vendor and Developer have not created any charge or encumbrance on the said Flat or the entire property in favour of any person and any manner whatsoever and no person has any right or interest demand claim or lies in respect of the said Flat hereby sold conveyed, transferred and assigned or any part thereof.

The Developer and the Vendor hereby declare that no proceedings are pending or any notice has been received by the Vendor for the acquisition of the said Flat or the whole property of which the said Flat is part. The Vendor further covenants that in future if any proceedings are instituted in respect of this property or if any action, matter, deed or things done committed by any party, the PURCHASER/S may defend the same at the cost, risk and consequences of the Vendor. The Vendor further convents that the Vendor will execute all the necessary deeds, papers and writings which may be required to be executed and signed for perfecting the title of the PURCHASER/S in respect of sale, conveyance, transfer, assignment of the said Flat in favour of the PURCHASER/S when called upon to do so by the PURCHASER/S or from their agents, or attorney.

The Vendor binds himself and agrees to indemnify the PURCHASER/S in respect of any defect in title in respect of Flat sold, conveyed or transferred at any time and make good all its defects and remove the same at his costs and risk, in the event of failure of Vendor to make good the defect in title.

The Vendor do hereby declare that he has paid all the dues of the land revenue, municipal tax, cess, water tax, etc. till today. However if any amounts are found due, the Vendor undertake to pay the same.

The property mentioned hereunder in "**Schedule-B**" is permanently sold to the PURCHASER/S for ever with all its right to pass & re-pass through roads and passage.

SCHEDULE – A

All that piece and parcel of Non-Agricultural Land of Sub Plot No.4, admeasuring 770.71 Sq.Mtr. and proportionate share in Common Plot admeasuring 85.65 Sq.Mtr. Total admeasuring 856.36 Sq.Mtr. situated in land bearing Block No.661, 660, 659 & 658/B, Old Survey No.707/2, 707/3, 707/4, 702/1 & 706, T.P. Scheme No.2, Final Plot No.74, 78 & 79 admeasuring 6374 Sq.Mtr. & Final Plot No.83 Paiki admeasuring 2546.70 Sq.Mtr. Total admeasuring 8920.70 Sq.Mtr. of **Mouje Village Ankodiya**, in the Registration District Vadodara and Sub-Registration District Vadodara of the Gujarat State. The said land is bounded as under: On towards East : Sub-Plot No.15.

On towards West : 12.00 Mtr. Road.

On towards North : Sub-Plot No.5.

On towards South : Common Plot.

SCHEDULE- B

Description of the Property Sold by this Sale Deed

All that piece and parcel of Immovable property being - Flat No. _____ situated on the _____ Floor, Construction admeasuring _____ Sq. Mtrs. Carpet area and pro-rata undivided share of land of Common Plot, Common Road and Land admeasuring _____ Sq. Mtrs. thereon in the scheme known as "**ALDEA PRIMERO**" being

constructed on bearing Sub Plot No.4, admeasuring 770.71 Sq.Mtr. and proportionate share in Common Plot admeasuring 85.65 Sq.Mtr. Total admeasuring 856.36 Sq.Mtr. situated in land bearing Block No.661, 660, 659 & 658/B, Old Survey No.707/2, 707/3, 707/4, 702/1 & 706, T.P. Scheme No.2, Final Plot No.74, 78 & 79 admeasuring 6374 Sq.Mtr. & Final Plot No.83 Paiki admeasuring 2546.70 Sq.Mtr. Total admeasuring 8920.70 Sq.Mtr. of Mouje Village Ankodiya, in the Registration District Vadodara and Sub-Registration District Vadodara of the Gujarat State. The Flat No. _____ is bounded as under:

On towards East :
 On towards West :
 On towards North :
 On towards South :

The aforesaid property mentioned in **Schedule-B** has been sold with all its relevant rights, with right to come and go and disposal of water and with right to get whatever may be found, with ownership right till the sun shines irrevocably. Therefore, Purchaser/s and their heirs, guardian etc. all have become independent owners of the said Flat and Purchaser/s have the right and authority to occupy the said property.

The Purchaser/s has checked the construction of the said Flat and fully satisfied with the construction made by the Vendor / Developer and in future Purchaser/s shall not raise any kind of query regarding construction of the said Flat & complex.

All the tax of Vadodara Mahanagar Seva Sadan of the said Flat sold by this sale deed is to be borne by the Purchaser/s only and Vendor are not responsible for any kind of tax.

The VENDOR have sold the said property along with electricity connection, water connection and drainage connection. The VENDOR have sold the said property along with the proportionate share in the undivided land of the common roads, common plot, common land of the said building, parking space and common facilities of the complex / apartment / scheme and also along with all legal and equitable rights and easements. All such common lands of the scheme shall be held jointly by all the members of the said scheme and all the members shall have proportionate share in the said undivided land. Such proportionate share is to be calculated on the basis of the area of respective Flat / unit. But member shall not be entitled to claim partition of separation of his/her/their undivided share in the said land. All the members shall be entitled for the common use and enjoyment of common facilities like roads, parking space, lifts, stair case, water facility, security facility, sweeper facility, etc. and shall have to pay proportionate share in the maintenance charges for the same. All the members of the said

scheme shall have to form an association / society / committee for the management and maintenance of the said scheme / buildings and all Flat holders shall have to compulsorily become members in such association / society / committee and shall observe the rules and regulations of the same and shall pay proportionate common maintenance charges.

The property sold to the Purchaser/s is in Residential building system and PURCHASER/S shall have to follow/obey some general rules which is as under:

1. The VENDOR have handed over the Photostat / Zerox copies of the relevant documents relating to the said property to the PURCHASER/S today. The PURCHASER/S have inspected and verified the relevant documents of title of the said property and have been satisfied with the same. The original documents of title of the said land shall remain with the Vendor / Developer **M/s. ALDEA PRIMERO** and the VENDOR / DEVELOPER will allow the members to inspect and make copies of the same at the convenience of the VENDOR / DEVELOPER.
2. The PURCHASER/S have inspected the said Flat / Unit carefully and have been satisfied with the quality of construction work and also been satisfied with the quality of materials used for the construction. The PURCHASER/S hereby confirm and admit that the construction of the said Flat / Unit has been carried out as per the agreed specifications. The PURCHASER/S have also inspected and tested the water fittings, drainage fittings, electric fittings, sanitary fittings and other facilities of the said Flat / Unit and have found the same in good working condition and have been satisfied with the same. Therefore, in future, if any leakage takes place in such fittings or something goes wrong with such fittings and facilities or any damage is caused to

construction work, then the PURCHASER/S shall have to repair the same at their cost and risk.

3. If any expenses or charges become payable in future for acquiring the facilities of water, drainage, roads, street light, etc. when the said area is covered in the limits of Vadodara Municipal Corporation, then the PURCHASER/S shall have to pay proportionate expenses / charges for the same.
4. All the owners of the said Scheme have to occupy staircase, drainage, underground, over head tanks, electric motor, Lift, common light, points of the said building and common passage of the said building equally and its maintenance charges whatever it may be is to be paid equally and the said amount is to be paid by all Flats owners.
5. All the owners of the said Scheme shall form Mandal / Association or Service Society and PURCHASER/S shall have to become its member compulsorily and shall pay amount of share towards maintenance.
6. The PURCHASER/S have also become entitled to make necessary repairs and internal changes in the construction of the said Flat / Unit without causing damage to the structure and strength of the said building. But the PURCHASER/S shall not make any changes in the elevation and outer look of the said building, All the PURCHASER/S / members of the said building / scheme shall reside with co-operation and unity and shall not do any act which may cause harassment and/or nuisance to other occupants and members in the said building / scheme. The developers

have given the name "**ALDEA PRIMERO**" to the said scheme and the PURCHASER/S / members shall not be entitled to change the name of the said scheme.

7. All the members of the said Residential Scheme have to bear all the expenses for common facilities Common Roads, Lifts, Electric Motor for Water, Light and maintenance charges of complex, security and its colour expenses proportionately.
8. Due to natural calamities or due to any cause the Tower/Building is collapse or damage, all the members of the said Tower/Building can construct the same jointly on their own cost.
9. The Walls and Slab of above and below of the property sold by this sale deed is of the joint ownership with the adjacent Flat. The Purchaser/s has no right over the other property of the said Building except property mentioned in the Schedule-B mentioned hereinabove.
10. The PURCHASER/S alone will bear all the expenses of this Sale Deed like stamp duty, registration charges, drafting charges, miscellaneous expenses, etc.
11. The total price as stated above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession

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of the property, which shall be separately payable by the Purchaser/s in the manner as may be decided by the Vendor.

12. The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

13. The Vendor may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser/s by discounting such early payments as per bank rate p.a. for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser/s by the Vendor.

14. The Vendor shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by

furnishing

details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the as per bank rate p.a. from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Vendor shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

15. The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

16. Time is essence for the Vendor as well as the Purchaser/s. The Vendor shall abide by the time schedule for completing the project and handing over the property to the Purchaser/s and the common areas to the association of the PURCHASER/S after receiving the occupancy certificate or the completion certificate or both, as the case may be.

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17. The Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the property, to the Purchaser/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendor shall give possession of the property to the Purchaser/s. The Vendor agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Vendor or association of PURCHASER/S, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

18. **If within a period of five years** from the date of handing over the Apartment to the Purchaser/s, the Purchaser/s brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship,

quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor.

19. On receipt of completion certificate and sale deed, if any future FSI will be available, it belongs to the Society formed by Allottee.
20. If any provision of this Agreement 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 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 there under 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.
21. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably within 45 days of such dispute, shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules made there under.
22. The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Vadodara shall have an exclusive jurisdiction for this Agreement.
23. The Promoters have registered the Project under provisions of the Real Estate (Regulations and Development) Act, 2016 (Act) and rules made thereunder with Real Estate Regulatory Authority (RERA) at Vadodara, Gujarat having registration **No.PR / GJ / VADODARA / VADODARA / Others / _____**, an authenticated copy of the certificate issued by RERA.

Aidea Creators
H.C. Patel
Partner

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The aforesaid Indenture of Sale is executed by the Vendor willingly and after understanding and reading the same and the same is binding to the Vendor and their heirs and legal representatives forever.

Here Signature

Here Witness

The Party of the Second Part / Vendor/s:

M/s. ALDEA PRIMERO a Partnership Firm

Through its managing Partner

Mr. Hiren Chhaganbhai Patel

1.....

2.....

.....

(Mr. Hiren Chhaganbhai Patel)

The Party of the First Part / Purchaser/s:

.....

Aldea Creators

H.C. Patel

Partner

: Photographs of the Property Sold :

Postal Address of the Property Sold:	Flat No. _____, _____ Floor, ALDEA PRIMERO, Behind Utopian Corner, New Alkapuri, Ankodiya Canal Road, Khanpur-Ankodiya TP-2 Vadodara- 391101, Gujarat.	Signature of the Vendor & Purchaser/s
The Party of the	M/s. ALDEA PRIMERO a	

Second /Vendor :	Part	Partnership Firm through its managing Partner Mr. Hiren Chhaganbhai Patel	
The Party of the First Part/Purchaser/s			

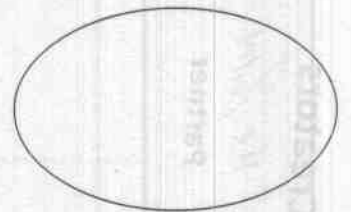
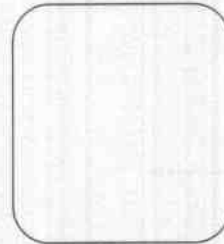
SCHEDULE AS PER REGISTRATION ACT 1908 RULES No. 32/A

NAME

PHOTOGRAPH
L.H.THUMB

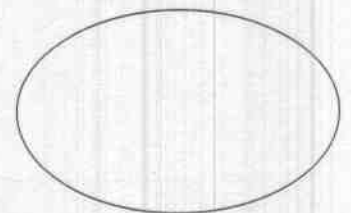
IMPRESSION

The Party of the Second Part / Vendor/s:
M/s. ALDEA PRIMERO a Partnership Firm
Through its managing Partner
Mr. Hiren Chhaganbhai Patel



.....
(Mr. Hiren Chhaganbhai Patel)

The Party of the First Part / Purchaser/s:



.....

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H.C. Patel
partner