

SALE DEED for an immovable property being a Duplex No. _____ in the scheme titled as "Aarna Eveleen" for Rs. _____/- Rupees only.

THIS SALE DEED is executed on dt. - -2023 by and between:-

Owners/Vendors

Savya Developers, a partnership firm named as such, for and on behalf of the Partnership firm by its Managing Partner **Gautam Valjibhai Bharvad**, Aged 23 years, Occupation: Business, Address of partnership firm: 5/2, Jagruti Nagar Society, Nr. Shivam Park, Atladara, Vadodara-390012. PAN Card of the Partnership Firm is **PAN No. ABPFA8467K**. (who hereinafter shall be referred to as Writer/Landowner in the present Sale Deed which words would mean and include the partnership firm itself and all present partners of the Partnership Firm from time to time and their heirs, successors, assignees, executors, administrators) **The Party of the First Part.**

AND

Purchaser/Vendee

(1) _____, (PAN NO. _____), Age-____ years, Occupation: _____,
(2) _____, (PAN NO. _____), Age-____ years, Occupation: _____,
both residing at _____. (who hereinafter in the present sale deed shall be referred to as the Purchaser The Party of the Second Part which expression in its true meaning of words shall mean and include The Party of the Second Part Purchaser/s himself/themselves, and his/their heirs, successors, assignee, etc.) **The Party of the Second Part.**

1. **Whereas**, the non-agricultural land being Block/Survey No. 320, Old Survey No. 410, having its area as per abstract of 7/12 is 0-68-80 Hec-Are-Sq.mtrs., upon inclusion of the said land in Proposed T. P. Scheme No. 27/C, the Final Plot No. 167 has been allotted and as per said Final Plot No. 167, the measurement of the said land is 4,080 Sq.Mts. and Block/Survey No. 321, Old Survey No. 412, having its area as per abstract of 7/12 is 0-74-65 Hec-Are-Sq.mtrs., upon inclusion of the said land in Proposed T. P. Scheme No. 27/C, the Final Plot No. 168 has been allotted and as per said Final Plot No. 168, the measurement of the said land is 4,479 Sq.Mts. i.e. total land area as per abstract of 7/12 is 1-43-45 Hec-Are-Sq.mtrs. and total land area as per F. P. No. 167 & 168 admeasuring 8,559 sq.mtrs. situated in the limits of Mouje Village Chapad, in the Registration District Vadodara and Sub District Vadodara.

And whereas, the permission for making use, usage and utilization for non-agriculture purpose for the land being Block/S. No. 320 has been granted by the Collector, Vadodara, vide his order No. 271/19/02/055/2019 dt. 17-06-2019 and the permission for making use, usage and utilization for non-agriculture purpose for the land being Block/S. No. 321 has been granted by the Collector, Vadodara,

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vide his order No. 257/19/02/055/2019 dt. 15-06-2019. Thus, by virtue of the same said lands are non-agricultural land.

2. Thereafter necessary permission for making construction over the said land has been granted by the Vadodara Municipal Corporation vide Development Permission No. 1117LD23240043 dt. 11-09-2023, on the basis the same the said **"Aarna Eveleen"** is being constructed in the said land. The said scheme is registered under provisions of Real Estate (Regulation and Development) Act, 2016. It is given registration No. _____ on dt. _____.
3. The property described in the schedule appended herewith that is the property of **Duplex No. ____** situated in the scheme titled as **"Aarna Eveleen"** has been sold by the Party of the First Part in favour of you, the Party of the Second Part for **Rs. /- (in words Rupees _____ only)** and the said full sale consideration amount has been received by the Party of the First Part from you the Party of the Second Part as per following details:

Rupees	Date	Cheque	Bank's Name
Rs. /-	Total Rupees		Only.

Thus, the full sale consideration as above has been received by the Party of the First Part from you the Party of the Second Part. Now no any amount is outstanding receivable by the Party of the First Part from the Party of the Second Part in respect of sale of said property. That in exchange of consideration paid as above, the physical possession of the property has been handed over by the Party of the First Part to the Party of the Second Part today which has also been taken over by you the Party of the Second Part. However, any Cheque out of sale consideration as above returns without acceptance then the said sale deed shall be treated cancelled automatically and you the Party of the Second Part shall not be able to enforce implementation of any nature of the said sale deed from the Party of the First Part. With such clear cut condition the present Sale Deed has been executed by the Party of the First Part in favour of you the Party of the Second Part herein.

4. The scheme organized over the said land which will be known in the name as **"Aarna Eveleen"** and no one has right or power to make change of any nature in the said name. The property as described in present sale deed along with all types of appurtenant rights attached to the same as well as right of coming, going into the same, including all rights of disposal of water and taking and carrying out telephone, electricity, drainage lines connections, etc. all beneficial and rights of pleasure has been sold by the Party of the First Part in favour of you the Party of the Second Part vide present Sale Deed on permanent basis therefore, you the Party

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of the Second Part and your heirs, successors have become independent owner and possession holder of the same and you the Party of the Second Part and your heirs, successors, etc. has become entitled and authorized to make use, usage and enjoyment of the said property by ownership rights and to sell, mortgage, gift or to transfer the said property in any manner whatsoever.

5. As an owner of the property sold to you vide present Sale Deed, the Party of the Second Part has become entitled and authorized to mutate your independent name in requisite revenue record, in government or semi government offices and entire expenses in this regard is to be borne/paid by the Party of the Second Part and the Party of the First Part is bound to make necessary signatures, consents. Further, you the Party of the Second Part has to bear electricity bill, G.S.T., mutation expenses in revenue record, corporation tax, revenue, etc. which becomes payable in respect of said property the responsibility to pay the same shall be of the Party of the Second Part. Further, the party of the second part has to pay development charge, maintenance charge and electricity connection charge separately to the party of the first part. The entire expenses of the sale deed such as stamp duty, registration fee, advocate fee, etc. is that of the Party of the Second Part only.
6. For upkeepment, maintenance, house keeping, cleanliness and caring if all units purchasers members of the scheme by joining together forms Development Council or Association than you the Purchaser shall have to become member compulsorily and observe its rules, regulations and to pay and contribute amount of proportionate administrative expenses such as relating to upkeepment, maintenance, house keeping, cleanliness and caring falling at share is to be given compulsorily and expenses for repairing of all common items, common electricity bill, water motor pump, etc. for its maintenance, up-keeping, repairing, making is to be borne/paid proportionately as when found necessary. With such clear cut condition, the present Sale Deed has been executed by the Party of the First Part in favour of Party of the Second Part.
7. The maps/plans sanctioned for the purpose of construction on the said land which are approved by the Vadodara Municipal Corporation and accordingly, the construction of said property has been made and the same has been examined/checked by you the Party of the Second Part. As stated in the same, in the open land you the Purchaser/Party of the Second Part and co-sharers being other unit purchasers are bound to keep the same permanently open without demanding personal ownership right and the property as per present site condition out of the said scheme titled as "**Aarna Eveleen**" has been sold vide present deed to you, in the open land of the scheme or in any other construction you cannot separate your part nor ownership can be demanded and if you Purchaser herein sells the property sold to you to anyone else then confirming all conditions of present sale deed, with a clarification to abide by such conditions, it can be and shall be sold. The changes made/proposed as per requirement of the organizers of the said scheme shall have to be accepted/confirmed by all unit purchasers in the scheme. In this regard none of the unit purchasers have to raise objection or dispute of any nature at present or in future. On the reception/visitor's lounge of the said

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scheme, there will not be personal ownership of any of the unit purchasers nor can be demanded. With such clarification and specific condition, the present deed has been executed. However, after receipt of B.U. Permission for the said scheme, the right, share of additional F.S.I. common area, etc. of the Promoter will not survive. Its entire right, share shall be of the society or the Association.

8. That in the property sold vide present Sale Deed, no alteration, modification or change in the external portion or in the openings (windows and doors) shall be made and also not to cause any encroachment in the deep shed nor any projected grill be fitted. Further no change in the site position of walls, windows, doors, etc. of the unit sold is to be made nor it cannot be done and the ownership of surrounding wall shall be common with the surrounding owners and the expenses relating to its maintenance, renovation, repairing, etc. shall be borne proportionately by the concerned unit owners as and when required. Further, no one has to commit such act so that change of any nature takes place in its elevation or R.C.C. structure suffers damage of any kind nor to keep and store any materials or items in the purchased unit and common road and common plot area etc. and the unit owners have not to keep any heavy material or heavy machinery or motor which may make vibration or noise pollution in purchased unit and common road and common plot area etc. of the scheme, no one shall make nuisance, dirt nor to do any act which may cause obstruction to others nor to keep any materials/goods against the government laws nor to carry out any criminal act/business and not to keep any blasting/explosive substance nor to commit any act by any unit holder/purchaser. With such clarification and specific condition, present Sale Deed is executed.
9. That the only use, usage and utilization of the property purchased by you the Party of the Second Part is to be made for the residential purpose only after execution of sale deed. The planning of the said scheme titled as "**Aarna Eveleen**" has been made as per development permission granted by the Vadodara Municipal Corporation, vide Development Permission No. 1117LD23240043 dt. 11-09-2023 and as stated in the approved plan appended with the Rajachithhi, the purchasers of the units in the said scheme shall have to park their vehicles only in the parking space provided in the purchased unit by purchasers of the units in the scheme title as "**Aarna Eveleen**" without causing obstruction/hindrance to others. With such clear cut condition, the present sale deed has been executed by the Party of the First Part in favour of you the Party of the Second Part, for which the Party of the Second Part is in consent.
10. The property described in the schedule and sold to you the Party of the Second Part herein is belonging to the independent ownership, enjoyment and possession of the Party of First Part in which except the Party of the First Part, no any other person has right, title, interest, concern, share, power, authority of any nature nor the same has been given to any one by sale, gift, mortgage, agreement to sell or deed of any such nature. Further the Party of the First Part has full right, power and authority to sell the same. By giving such a fair assurance and trust, the property as described in the schedule has been sold to you the Party of the Second Part herein. Further, as

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per Title Certificate given in respect of the said property, its title is clear and marketable. Further, the title has been seen and verified through your advocate as per title clearance certificate given. Further, the Party of the Second Part has after acquiring self-knowledge satisfaction in respect of schedule property from the Party of the First Part and land belonging to the Party of the First Part and with respect to construction made thereon and therein and other facilities/amenities the complete information has been provided to the Party of the Second Part. Further, all relevant documentary papers concerning the said scheme have been seen and inspected by you the Party of the Second Part through your Advocate and upon receipt of full satisfaction from the same in that regard and on satisfying fully with the construction quality and site condition of the said property, you the Party of the Second Part has purchased the said schedule property. Thus, with respect to construction quality of the said schedule property and materials used in the construction and structural design and measurement as per site condition, etc. no any dispute is remaining to you the Party of the Second Part herein and upon giving such undertaking by you Party of the Second Part, the Party of the First Part has executed present Sale Deed in favour of you the Party of the Second Part herein.

11. Within 5 years on handing over the possession of the property sold to you the Party of the Second Part, if type of structural defect of any nature or in respect of workmanship or quality or service provisions of "**Aarna Eveleen**" is brought to the notice of Party of First Part by the Party of the Second Part and if the said defect has not arisen due to Party of the Second Part then in such circumstances, as long as possible, the said defect shall have to be rectified by the Party of the First Part at our cost and if it is not possible to rectify such defect then you the Party of the Second Part shall be entitled to get compensation for such defect subject to provisions of the Act and conditions stated in the present Sale Deed. However, for such defects, if the Party of the First Part cannot be liable to be hold responsible or the cause for such defect is beyond the control of the of the Party of the First Part or such defect has arisen due to Party of Second Part or some natural reasons for such structural defect, service provisions, quality or workmanship, defect or defect of any nature and defect which has arisen due to Party of the Second Part or any person at your instance, then the Party of the First Part shall not be liable to pay entitled compensation to the Party of the Second Part nor there will be any responsibility to remove such defect at the cost of the Party of the First Part. The maintenance of the services, amenities, common facilities provided by the Party of the First Part in the said scheme for making use is to be made by Party of the Second Part independently in personal capacity or joint use with all other members for which the repairing shall be made by giving necessary annual maintenance rate contracts from year to year.
12. The property sold on the basis of present Sale Deed that the property more particularly described in the schedule hereunder is belonging to the ownership, enjoyment and possession of the Party of First Part in which except the Party of the First Part, no any other person has right, title, interest, concern, share, power,

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authority of any nature nor the same has been given to any person firm or money lending bank, finance company, institution by way of sale, gift, mortgage or agreement to sell or deed/writing of any such nature. Further, as per Title Certificate given in the title of the said property is clear and marketable and the Party of the First Part has full right, power and authority to sell the same. By giving such a fair assurance and trust, the property as described in the schedule has been sold to you the Party of the Second Part herein.

13. The power to make use of undivided common area of the said scheme is prepared in the said scheme which belong to the Association and as per legal provisions, whatever documentary evidences are required to be made in the name of concerned association, we the Party of the First Part shall do so.
14. **Severability: For cancellation/revocation of this Deed/Agreement.** Any provisions stated in respect of Agreement to Sell made earlier under the Real Estate (Regulation and Development) Act, 2016 or rules, regulations framed there under or under all other applicable laws are treated as cancellable or unenforceable under then to the extent that such provisions which are inconsistent with the purpose of this Deed or should be necessarily consistent with the applicable laws or rules regulations framed there under shall be treated or amended to and in that extent and the remaining provisions of this Deed which were applicable at the time of implementation of previous Agreement to Sell, shall be considered valid and enforceable in such manner.
15. Further, all the terms and conditions mentioned in the agreement to sale which is submitted for registration of the said scheme titled as "Aarna Eveleen" before the controlling authority as per Real Estate (Regulation and Development) Act, 2016 shall be binding to all members/holder unit purchasers in the said scheme.
16. The said scheme has been registered with the Regulatory Authority under The Real Estate Regulation and Development Act 2016 with registration number _____ dated _____
17. **Dispute Resolution:** Any dispute arising between both parties is to be resolved/settled amicably. In any circumstances the resolution cannot be brought by amicable settlement then it shall have to be sent to the council of authority framed under provisions, rules and regulations of the Real Estate (Regulation and Development) Act, 2016.
The detail description of the property to be sold / transferred by this sale deed is mentioned in the following schedule.
18. The promoter shall not have any claim over FSI, ADDITIONAL FSI, COMMON AREA and TEREACE RIGHTS after receiving B.U Permission. Such rights if any has been enclosed by society of buyers.

SCHEDULE

Duplex No. _____ in the scheme titled as "Aarna Eveleen", having its plot area admeasuring _____ Sq.mtrs. and the proportionate undivided area is admeasuring _____ Sq.mtrs. i.e. total area admeasuring _____ Sq.mtrs. and its carpet area of construction made is _____ Sq.mtrs. The said scheme i.e. "Aarna Eveleen" is constructed in the non-agricultural land being Block/Survey No. 320, Old Survey No. 410, having its area as per abstract of 7/12 is 0-68-80 Hec-Are-Sq.mtrs., upon inclusion of the said land in Proposed T. P. Scheme No. 27/C, the Final Plot No. 167 has been allotted and the said Final Plot

SAVYA SENT DEEDS

6.10.2020
WITNER

No. 167, the measurement of the said land is 4,080 Sq.Mts. and Block/Survey No. 321, Old Survey No. 412, having its area as per abstract of 7/12 is 0-74-65 Hec-Are-Sq.mtrs., upon inclusion of the said land in Proposed T. P. Scheme No. 27/C, the Final Plot No. 168 has been allotted and as per said Final Plot No. 168, the measurement of the said land is 4,479 Sq.Mts. i.e. total land area as per abstract of 7/12 is 1-43-45 Hec-Are-Sq.mtrs. and total land area as per F. P. No. 167 & 168 admeasuring 8,559 sq.mtrs. situated in the limits of Mouje Village Chapad, in the Registration District Vadodara and Sub District Vadodara. The said **Duplex No. ____** of "**Aarna Eveleen**" is being sold to the party of the Second Part. The said **Duplex No. ____** is bounded as under.

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

Signature of Owner

1

2

Signature of Purchasers

SAVYA DEVELOPERS
C-VB Kowad
PARTNER

The present Sale Deed is written by the Vendors willingly, after reading, understanding, in complete awareness, with cleaver state of mind, which is and shall be acceptable and binding to us, our heirs and successors. In witness whereof, the parties have subscribed our signatures in presence of witnesses in proof of the same.

Savya Developers, a partnership firm
by its Managing Partner

G. V. Bharvad

Gautam Valjibhai Bharvad
OWNER/VENDOR
(The party of the First Part)

Witnesses

1. _____

2. _____

SCHEDULE AS PER SEC. 32 (A) OF THE REGISTRATION ACT, 1908

Savya Developers, a partnership firm
by its Managing Partner

G. V. Bharvad

Gautam Valjibhai Bharvad
OWNER/VENDOR
(The party of the First Part)

(1)

(2)

PURCHASERS
(The Party of the Second Part)

Sale Deed No. _____, dt. - -2023

Schedule

Check list as per sub section 3 of Sec. 34 of the Registration Act, 1908.

Sr. No.	Questions to be asked to Vendor.	Reply Yes/No.
1	As stated in deed, the property of Duplex No. _____ in "Aarna Eveleen" is situated in non-agriculture land bearing Block/Survey No. 320, Old Survey No. 410, Proposed T. P. Scheme No. 27/C, Final Plot No. 167 and Block/Survey No. 321, Old Survey No. 412, Proposed T. P. Scheme No. 27/C, Final Plot No. 168 of the sim of Moje village Chapad, Registration District Vadodara, Sub-District Vadodara, for which sale deed is made ?	Yes.
2	As stated in the deed, the Property of Duplex No. _____, having its plot area admeasuring _____ Sq.mtrs. and the proportionate undivided area is admeasuring _____ Sq.mtrs. i.e. total area admeasuring Sq.mtrs. and its carpet area of construction made is _____ Sq.mtrs. The Sale Deed for the said property is made ?	Yes.
3	Consideration amount as per details mentioned in the Deed has been received ?	Yes.
4	The details mentioned in the deed have been read, caused reading, understanding and signed/TI made yourself is admitted by you ?	Yes.
5	For giving identification, have you brought persons known to you ?	Yes.
Questions to be asked to identifiers.		
1	Writer person/s of the deed who have given admission, you do know them personally ?	Yes.
2	Name written in the deed and person/s giving admission are same person ?	Yes.
3	Do you give assurance that no person has given admission by holding false name ?	Yes.

Signature of the Writer.

Witnesses

SAVYA DEVELOPERS

L. VB Kharu

NER