

SALE DEED

OF AN IMMOVABLE PROPERTY BEARING FLAT NO. / SHOP NO.
..... ON FLOOR TOWER NO. HAVING
COMPLETED CONSTRUCTION IN THE SCHEME KNOWN AS
"VARDHAMAN ENCLAVE" for Rs
(.....).

This Sale Deed is made and executed on day of 2017 by and between following parties:

The Parties of the First Part / Purchaser:

- (1) **MR. / MRS.**, Aged:, Occupation:,
[Pan No.] residing at: (Hereinafter
referred to as the parties of the first part as Purchaser in the meaning thereof
himself/herself/ themselves and his / her /their legal heirs, executors,
successors, Assignees, Administrators, guardian etc. of the parties of the first
part).

The Parties of the Second Part / Vendor/ Land Owner:

- (1) **MRS. SWEETY PRAVINBHAI SHAH WIFE OF HARSH DEEPAKBHAI
SHAH**, Age : 30 Yrs., Residing at 12, Charotar Society, Old Padra Road,
Vadodara, Gujarat, [PAN : AZLPS8684G]. **On behalf of her Power of
Attorney Shri HARSH DEEPAKBHAI SHAH**, Age: 34 Yrs., Residing at 12,
Charotar Society, Old Padra Road, Vadodara, Gujarat. (Hereinafter referred
to as the parties of the second part as Seller in the meaning thereof herself
and her legal heirs, executors, successors, Assignees, Administrators,
guardian etc. of the parties of the second part).

The Parties of the Third Part / Developer:

M/s. AADINATH DEVELOPERS [PAN NO. ABCFA5493J] a Partnership firm
having registered Office situated at : Vardhaman Enclave , Opp. Gopinath
Motors, Nr. Pramukh Swami Temple , Atladara - Padra Road, Atladara,
Vadodara and in favour of the firm its administrative partners (1) **Shri HARSH
DEEPAKBHAI SHAH**, Age : 34 Yrs., Residing at 12, Charotar Society, Old
Padra Road, Vadodara, Gujarat. & (1) **Shri AADITYA RAJESHBHAI SHAH**,
Age: 30 Yrs., Residing at B-3, Megdhanush Society, Old Padra Road,
Vadodara, Gujarat. (Hereinafter referred to as the parties of the third part /
developer in the meaning thereof all the present partners of the partnership
firm as a third party and change in partners from time to time of this
partnership firm and their legal heirs, guardian, successors, Assignees,
Administrators, executors etc. of the parties of the third part).

Out of parties of the first part to third part, second and third part has executed this Sale Deed in favour of the first part.

(1) The said project "**VARDHAMAN ENCLAVE**" is develop on land Registration District Vadodara Sub District Vadodara, Mouje village Atladara, Vadodara in the State of Gujarat having Block Survey No. 273, total original plot admeasuring 6677 sq mts. and final plot allotted in T P Scheme No 25, Final Plot No 22, Atladara admeasuring 4006 sq.mts. The said land is purchased by the parties of the second part in two different Sale Deed; first Sale Deed is executed on 15.04.2015 through Registered Sale Deed No 656 from Ganpatbhai K. Vankar and others admeasuring 3205 sq.mts Final Plot and other Land is purchased on 14.07.2015 through Registered Sale Deed No. : 1030 from Puspaben M. Vankar and others admeasuring 801 sq.mts. Final Plot. Thus, the total land admeasuring of original plot was 6677 sq.mts. and Final Plot is 4006 sq.mts. in which this project is undertaken.

- (2)(a) Non Agricultural permission for Agricultural land of was given by Collector Saheb Shri of Vadodara vide his order Sr. No. : N.A.S.R. / 511 /16, No. Land - D / Kalam - 65 / Vashi / 7641 To 7648 / 2016, dt. 10/10/2016, in Total Land 4006 Sq. Mts. Paiki 2003 Sq.Mts Residency & 2003 Sq. Mts Commercial Land.
- (b) Whereas To develop the land of the said land owners have executed Register Development Agreement on dt. 17/12/2016 in favour of Third Party / Developer vide Register No. : 17564 before Sub. Reg Office Akota (Vibag - 3)
- (c) Whereas Vadodara Mahanagar Seva Sadan has given permission of construction in the land bearing vide Raja-chitthi No. Commercial + Residency, Ward-6/6//154/ 2016-2017, dt. 15/10/2016. Is also obtained and as per approved Map, the scheme namely "**Vardhaman Enclave**" of Tower No. A, B, C & D have been organized.

(3)Whereas, Parties of the second part and Third Part has sold completed property shown in Schedule below to the parties of the First part for the amount of consideration of 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.

Amount (Rs.)	Date	Bank Name and No.	Cheque No.
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1. ...
2.
3.

Rs. /- In words RupeesOnly.

Physical possession of the said property will be handed over to the buyer after clearance of all the cheques mentioned in above schedule. No buyer will claim for the possession before non clearance of cheques.

- (4) We the parties of the second part (Landlord) has 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 oostacle we the executors are bound to repay such amount and expense immediately without raising any dispute and we assure of it.
- (5) 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 parties of the second and third part have to pay such amount and we assure and undertake of it. Parties of the first part has to pay 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, then the First Part has to pay such additional amount.
- (6) All the expenses such as the stamp, registration fee, legal fees, service tax, electrical deposit, municipal assessment, etc., for the Sale Deed as well as the stamp duty payable at the relevant time as per provisions of prevailing Stamp Duty Act as well as Service Tax Act penalty amount, etc., shall be paid and borne by the first part. Service Tax is payable on the total cost of the flat which also includes construction cost as per construction agreement.
- (7) We the sellers have agreed to sell the property shown in schedule below to 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 "**Vardhaman Enclave**". Therefore, the first part becomes the owner of the property mentioned in the said Schedule and the first part has a right to occupy the said property and to follow the rules of joint occupant of the respective Tower.

- (8) Parties of the first part has purchase the Flat / Shop as per Schedule of this Sale Deed and purchaser has to follow the rule and regulations jointly made by co-owners of the Flat / Shop. The basement is specifically made for the purpose of parking and purchase has to follow the rules of parking like other members. No member will create any nuisance or obstacle to other members.
- (9) Parties of the First Part becomes independent owner of the property sold to you by second and third part 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 parties of the second and third part are bound to give you necessary signature-consent whenever and wherever required and all the necessary expenses regarding the said proceeding should be borne by parties of the first part.
- (10) The parties of the first part have to be a member of Association or Society form by members of the respective Tower or as a whole Complex. It is compulsory for all the members to be a member of maintenance Association or Society or NTC or AOP and all the member has to follow all the rules and regulation of Constitution made by all the co-owners regarding maintenance of the respective Tower or whole Complex to pay adhoc amount to the Association and monthly maintenance charges for the purpose of common services like cleaning of basement and whole building, maintenance of common power supply, lift, water facilities, or any other expenses required for the betterment of the members of the Complex.

No member has right to use common passages, change in elevation of the building, no right to change any structural part like beam column of the building, not to make any permanent or temporary structure outside balcony, common passages will be kept open for the purpose of common usage and no member will breach this condition otherwise will be liable to pay any penalty, fine or charges decided by maintenance Association Society, NTC or AOP, etc. It is compulsory for all the members to co-operate such Association, pay monthly maintenance charges and follow the rules and regulations frame in the constitution of the same.

- (11) The slab of upper storey and lower floor and the walls of adjoining flats 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) We the parties of the second and the third part has sold the property mentioned in Schedule of this Sale Deed without ownership right of terrace of all the tower and the parties of the third part / developer have right and authority in the terrace of all the Towers for additional permissible FSI. If the parties of the second and the third part is getting permission of further FSI then they have right to do the construction for this FSI. They have all the rights to use the common services which are provided to all the users. The members of the newly constructed FSI will have to be a member of maintenance Association and they have to follow all the rules and regulations like other member. It is hereby clear that terrace rights of all the Towers are with second and third part and parties of the first part will never interfere or take any objection if the parties of the second and third part is developing terrace or doing further construction on terrace. First part has no right to do any complain or go to the court for the same.
- (13) Parties of the first part / purchaser can sell, mortgage or transfer his flat/ Shop mentioned in Schedule below, then the new owner has all the rights in the property which the original owner has got in this Sale Deed. Simultaneously, all the terms and conditions are binding to the new owner.

SCHEDULE

Description of the Complete Constructed Property

The said project "**VARDHAMAN ENCLAVE**" is develop on land Registration District Vadodara Sub District Vadodara, Mouje village Atladara, Vadodara in the State of Gujarat having Revenue Survey No. 273, total original plot admeasuring 6677 sq mts. and final plot allotted in T P Scheme No 25, Final Plot No 22, Atladara admeasuring 4006 sq.mts. Permission for construction of Flats / Shops are given by Vadodara Municipal Corporation and as per approved plan following described property is sold to the first part.

An immovable property being Flat / Shop No. _____ on _____ floor in Tower _____ having completed construction admeasuring built up area of _____ sq. mts. along with area of common passages, lift, staircase, etc., admeasuring _____ sq.mts. with total super built up area of _____ sq. mts. together with proportionate undivided land in the Scheme titled as "**Vardhaman Enclave**" is sold to the first part which is bounded as under.

East :

West :

North :

South :

In witness whereof this Sale Deed is executed by us upon sole willingness, after reading, understanding, getting acquainted with contents thereof and in consciousness and without any threat or pressure, the same is and shall be acceptable, agreeable and binding to us, our heirs, successors, assignees, etc.

The Parties of the Second Part / Vendor/ Land Owner:

WITNESS

SWEETY PRAVINBHAI SHAH
WIFE OF HARSH DEEPAKBHAI SHAH
Her Power of Attorney holder

HARSH DEEPAKBHAI SHAH

The parties of the Third Part / Developers :
M/s. AADINATH DEVELOPERS,
Partners of the Partnership firm

HARSH DEEPAKBHAI SHAH

AADITYA RAJESHBHAI SHAH

PROPERTY PHOTO

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According to Schedule Under Registration Act, 1908

Section 32 (A)

PURCHASER

Signature

Photo

Left Hand Thumb



SELLER



SWEETY PRAVINBHAI SHAH
WIFE OF HARSH DEEPAKBHAI SHAH
Her Power of Attorney holder
HARSH DEEPAKBHAI SHAH



HARSH DEEPAKBHAI SHAH



AADIYA RAJESHBHAI SHAH