

GALAXY 36

RERA Registration No.PR/GJ/VADODARA/Others/____/

SALE DEED FOR AN IMMOVABLE PROPERTY being Residential Plot / Block No.
..... IN THE SCHEME TITLED AS "GALAXY 36" FOR RS./- ONLY.

THIS SALE DEED is made and executed at Vadodara on ____ day of _____
2022 by Vendors-PARTY OF FIRST PART:

M/s. Concept Developers, (PAN: AALFC9059N), a registered partnership having its registered office at 301, Taksh Classic, Vasna Road, Vadodara, for and on behalf of the firm by its authorized signatory and partner Dipak Maganlal Dabhi, aged ____ years, Occupation Business, who hereinafter in the present Deed shall be referred to as "Vendors" which expression unless it is repugnant to the context or meaning thereof shall mean and include, the Vendors themselves, their heirs, successors, assigns, legatees, attorneys, etc., also referred as **"the Promoter of the One Part**

And

In Favour of PURCHASER/S – PARTY OF SECOND PART:

1. Aged : years,

Occupation : PAN

2. Aged : years,

Occupation : PAN

All Residing at :

(who hereinafter in the present Sale Deed shall be referred to as “Purchaser/s” which expression unless it is repugnant to the context or meaning thereof shall mean and include, the Purchaser/s himself/ herself/ themselves, his/her/their heirs, successors, assigns, legatees, attorneys, etc., being) OF THE SECOND PART;

WHEREAS the Vendor - Party of the First Part herein has purchased the said land from its original owner Taksh Infrastructure LLP vide a Registered Sale Deed No. 5729 dated 22/04/2021 and as per Entry No._____made in the revenue record, the said land has been mutated in the independent name of the Writer – Party of the First Part herein.

WHEREAS the Vendor-Party of the First part herein is owner, in possession and enjoyment of the land bearing Block No.61 Paiki A, admeasuring 7,042 Sq. Mts., now allotted Final Plot no. 121 of Town Planning Scheme no. 25 of Mouje Village Ankhol in the Registration District and Sub Registration District Vadodara.

AND WHEREAS the Promoters are in legal possession and are entitled and enjoined upon to construct buildings / Duplexes / units on the project land; The development permission for making construction over the aforesaid scheme land has been granted by Vadodara Urban Development Authority vide No. 1117LD22230006 dated 12/5/2022.

The permission for making non-agricultural use of the aforesaid land has been granted by the Collector, Vadodara vide his order No. CB / NA / VADODARA / ANKHOL / 6 / A / 1004500 / 2019, dated 16-02-2019.

That the property described in the schedule written hereunder and shown in the approved plans and maps being Plot/Block No. having complete construction has been sold today in favour of the Party of the Second Part– Purchaser/s for a consideration of the land Rs./- And complete construction of Rs...../- total sale consideration of Rs...../- (in words Rs..... only).

The said amount of sale consideration has been received by the Vendors till today as per following details. The receipt is given for the complete sale consideration in respect of present sale deed has been received by the Vendors.

The amount of sale consideration received.

Amount	Cheque/DD No.	Bank	Date

..... TOTAL			

That upon receiving the complete amount of sale consideration for the schedule property vide present Sale Deed from the Party of the Second Part Purchaser/s, the Vendors hereby acknowledges and admits the same to have been received completely and in exchange of the same, the schedule property is sold to you for ever and permanently vide execution of present sale deed.

NOW THIS SALE DEED WITNESSES AS UNDER:

01. The property as described in Schedule hereunder, with all sorts of appurtenant rights attached to the same, with a right of easement, coming and going, as well as disposal of water and all other such rights are sold to the Purchaser/s for ever and permanently upon accepting and receiving bank cleared complete sale consideration amount. Therefore, the Purchaser/s his/her/their heirs, successors, etc. all have become owners thereof and shall have a right, power and authority to use, enjoy, utilize the same, to make the construction as well as to mortgage, sale, gift and administer the same. Now the Party of the first Part Vendor herein has no/any right, title, interest, share or concern with the same.

AND all the estate, rights, title, interest and inheritance of the said property, possession and benefit/claim and demand, whatsoever at law and in equity of the Vendors or any part thereof to have and hold and the said premises hereby granted, conveyed and assured and intended or expressed so to be with their every rights and appurtenances unto and to the use and benefit of all rents, rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the State of Gujarat or VUDA/VMC or any other public body, in respect thereof;

And further the Vendors doth hereby covenant with the purchaser/s not withstanding any act, deed, matter or thing whatsoever by the Vendors or any person/s lawfully equitable or claiming by, from through under or trust for its made, done committed or willingly suffered to the contrary the vendors now oath in themselves good right, full power to grant, release, convey and assure the said Schedule property granted, released, conveyed and assured or intended to be up to and that it shall be lawful

for the purchaser/s from time to time hereafter peacefully and quietly hold, enter upon, have, occupy, possess and enjoy the said property hereby granted with its appurtenances and receive rents, issues etc without any suit, lawful eviction, interruption, claim and demand whatsoever or by the Vendors or their successors/their assignees or any of them from or by any person/s lawfully or in trust it and that free and clear and freely and absolutely acquitted, exonerated, released and favour discharge or otherwise by the Vendor well and sufficiently saved and kept harmless from and against all forms, and other estate, title, charges and encumbrances, whatsoever either already or to be hereafter had, made, executed, occasioned, or suffered by the vendors or by other person/s lawfully or in equity in the said property hereby or any part thereof by from under or in trust.

02. That the schedule property having common infrastructure facilities is sold vide present Sale Deed in favour of the Purchaser/s herein and the actual and physical possession of schedule property is handed over to the Purchaser/s and such actual and physical possession has been taken over by the Purchaser/s accordingly.
03. That the schedule property under the scheme lands is having Joint ownership, enjoyment and possession of the Party of the First Part Vendors herein and there is no right, title, share, interest, concern of any person or institution of any nature whatsoever in the same. That the title of the scheme lands is clear and marketable and the same is not placed under guarantee or charge of anybody else.
04. Whatever taxes, cess, etc. that may be levied in respect of the schedule property up to date of sale are to be paid by the Vendors herein such taxes/outgoings respect of the schedule property after the date of sale deed are to be paid by you the Party of the Second Part.

05. That it is covenanted specifically and understood explicitly between the parties hereto, that the Purchaser/s shall be solely liable & responsible for payment of any tax if imposed for the sale plot/block by Central or State Govt.
06. The Vendors / Party of the First part have sold the unit land to the party of the second part / Purchaser/s, the construction on the aforesaid unit on the same land is done as per the approved plans and architect's designs. Either parties herein agreed and confirmed that there shall be no change made by any to the elevation or colour scheme of the said unit at the time of possession.
07. The party of Second part agrees / confirms and indemnifies that any changes in the said Unit in the nature of civil construction / work / infrastructure after possession, will free the Party of the first part and the confirming party from all the liabilities/responsibilities arising due to any work done by party of second part in the said unit, It is made clear in this document that RERA puts the responsibility on the builder / developers only for civil construction / work / infrastructure in the said unit which was done by the builder / developer themselves, but in case if the purchaser does any modification/alteration/deletion in the civil construction / work / infrastructure in the said unit on their own after possession of the said unit then purchaser/s shall be solely responsible/liable and Vendor /builder's responsibility/liability will released from the date of possession.
08. The Confirming party have constructed the said unit as per the structural engineer's designs and approvals. In the future if the purchaser/party of second part wish to built or renovate the aforesaid said/sold unit as per their own discretion/choice, Purchaser/s will have to take prior permission from the society association. Purchaser/s will also have to take prior permission from the structural engineer and built as per their drawings and get it approved from all the necessary authorities.

09. The Vendors hereby declare that the Purchasers had demanded copies of all documents such as NA Orders, Const. Permissions, approved plans, revenue record, sale deeds of past owners, etc. in favour of present vendors relating to the scheme lands, as well as schedule property sold vide these presents. Accordingly, the Purchaser has been provided with all such documents as are available with the Vendors and after making scrutiny and verification of the same by the Purchaser through his consultant, he has fully satisfied with the same. The Purchaser was also given copy of the title clearance report in respect of scheme land to his utmost satisfaction.
10. The Vendors also disclosed the fact to the Purchaser herein that, a common plot is situated on the entire land totally admeasuring _____Sq. Mts. Out of which the aforesaid scheme is organized on the land admeasuring _____ Sq. Mts. The members/owners of scheme "Galaxy 36" shall have joint/common right to use the said common plot. This clear-cut fact is also accepted and confirmed by the Purchaser at the time of negotiations and discussion and confirmed vide these presents. Therefore, the Purchaser as well as other occupants in the scheme as well as future members/purchasers shall not and cannot raise any objection or dispute with respect to use of common plot in any manner whatsoever. With this specific stipulation the present Sale Deed has been accepted.
11. Further, when the possession of the property described in the schedule hereunder handed over to you prior to the same, as the subject land gets included in the Town Planning Scheme and implementation of T P Scheme by the competent authorities take place, in such circumstances whatever incremental contribution charges or any other charge relating to such, shall be payable by the Members "GALAXY 36 Residential scheme and any portion of such land gets deducted for the T P Scheme, the same shall have to be accepted and admitted by all members of

"GALAXY 36 and no dispute or complaint or suit litigation of any nature is to be raised against the landowner's/developers, with such clear cut understanding the present Sale Deed has been executed in favour of the Purchaser.

13. The use of common amenities/facilities provided in the said scheme titled as "GALAXY 36" such as roads, water tanks, drainage lines, street lights, garden and security arrangements, use, utilization and enjoyment of these and other facilities shall be made common jointly by all the members.
14. In future, the scheme name " GALAXY 36" cannot be changed by any member-purchaser and the same is to be kept permanent. With such clear cut understanding this sale deed is executed for the property described in the schedule hereunder.
15. That the Purchaser/s shall become the member of the members of the Association or housing society formed by the owners of the plots of "Galaxy 36". As a member, the Purchaser/s shall abide by the rules and by-laws framed by the association which is the administrator and supervisor of common services (Roads, recreational facilities, gardens, club house, water supply, electricity and other such services) and properties of common enjoyment and shall pay such amount as may be decided by the society for every proper maintenance of the common services. The buyer will be abide by all the resolution & conditions passed by the society from time to time
16. The scheme titled "Galaxy 36" as organized on the aforesaid lands, as per the approved layout plans sanctioned by competent authority with a provision for internal common drainage, water, telephone, street light line passing through and from roads, boundaries etc of one another, its usage is to be done in such a manner so as not to cause any obstruction or annoyance to others and in future, necessary repairing, expenses for

defective line repairs shall be incurred by the concerned owner/s and all the neighbouring owner/s shall have to extend necessary cooperation in this regard without raising any objection or dispute. All the conditions of the aforesaid scheme shall be adhered to by all the plot holders of the scheme and shall have a right and authority to occupy the same owners thereof. With this clear-cut condition between the parties, this present sale deed is executed.

17. It is covenanted here that in future, whenever the schedule property will be required to be sold/conveyed by the Purchaser to any person, institution, company, firm in that event, such a conveyance shall provide a specific clause about binding effect of this sale deed and its covenants. With this clear-cut understanding between the parties, this sale deed is hereby executed.
18. That all expenses such as the stamp, registration fee, scribe fee, etc. for this sale deed, as well as the stamp duty payable at the relevant time as per provisions of prevailing Stamp Duty Act as well as penalty amount, etc. shall be paid and borne by the Purchaser/s.
19. It is covenanted that the Purchaser/s shall not use the Schedule property for any purpose apart from residential purpose and the Purchaser/s by accepting terms of this Sale Deed bind himself/ herself/themselves, not to use the said plot/block for any other purpose.

The purchaser/s also undertake not to carry out any construction activity outside the plot/block allotted to him/her/them.

20. On the basis of present Sale Deed, Purchaser/s is/are entitled to mutate your name/s in all the Government records and get the property transferred in your name/s for which necessary signatures/consents shall be given by the Vendors. If the Vendors are unable to subscribe such signatures for any reason then the complete consent for mutating the name is to be construed under present Sale Deed. Further, in future,

whenever the Purchaser/s sells the Schedule property, in that event the Purchaser/s shall be required and bound to make such transactions covering covenants and obligations under the present Sale Deed, which is important condition of this Sale Deed.

21. The Vendors herein declares that they are owners, in occupation and possession of the scheme land and except the Vendors herein, no one has any rights, title, interest, share, concern in the same the same is not subject matter of any litigation or legal proceedings and there is no order of attachment over the scheme land and no right of maintenance or dwelling is maintained over the same. The title of the scheme land is clear and marketable and the Vendors have full powers and authority to sell the same. By giving such a fair trust and assurance, the present Sale Deed has been executed in favour of Purchaser's/herein.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 or tills Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. Any dispute between parties shall be settled amicably. In case of failure to settled 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.
24. The promoter shall not have any claim over additional / future FSI / Terrace and / or common Area rights after the building use permission has been obtained. Such rights if any will be enclosed to the Society or

the buyer.

25. The said scheme was registered with the provision of RERA ACT 2016 and the agreement to sell also registered with RERA ACT as per the clause-14 no. _____ on date _____. So both the parties are bound to follow and act as per the RERA ACT.

SCHEDULE – I (Project land)

All that piece or parcel of freehold land Non-Agricultural land bearing Block No. 61 Paiki A, Final plot no. 121 of T P no. 25 of Village Ankhola measuring 7,042 Sq. Mts. of land in the Registration Sub-District of VADODARA, in which GALAXY 36 is planned and is bounded as under.

- on or towards the East by : 18 mts T P Road
- on or towards the West by : Public Garden as in TP Map
- on or towards the North by : 18 mts T P Road
- on or towards the South by : Public Garden as in TP Map

SCHEDULE –II (Sold Property / Duplex)

All that piece and parcel of the property being Duplex no. measuring land Sq. mtr. of land **undivided land area** _____ **sq mts** with duplex sq mt carpet area in the land bearing Block No. 61 Paiki A, Final plot no. 121 of T P no. 25 of Village Ankhola measuring 7,042 Sq. Mts. of land in the Registration Sub-District of VADODARA in which GALAXY 36 and is bounded as under.

- on or towards the East by :

on or towards the West by :

on or towards the North by :

on or towards the South by :

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

Signed by the **Vendor-The Party of First Part:**

For and on behalf of "**Concept Developers**"

By its authorized signatory and

Partner:

(Dipak Mangaldas Dabhi)

Schedule

Registration Act 1908 Section 32 (A)

Vendor

For, Concept Developers

Dipak Mangaldas Dabhi

The Purchaser

Witness:

1.

2.

Identification of Property

Photograph of Property: Duplex _____,"GALAXY 36, VADODARA

Vendor

Purchaser
