

# **SALE DEED**

**PROJECT:**

**SYNNOVE PALLADIUM**

**BY**

**M/s. Skyseven Infratech Pvt. Ltd.**

**317/2, Panorama Complex,**

**R.C. Dutt Road, Alkapuri, Vadodara.**

## SALE DEED

This Sale deed made on..... Day of \_\_\_\_\_ 201\_\_

### BETWEEN

**M/s Skyseven Infratech Pvt. Ltd**, the owner of this land having its registered office at 317/2, Panorma Complex R.C. Dutt Road, Alkapuri, Vadodara, represented by its Authorized signatory and **Director, Mr. Shivanshu Pradeep Mittal**, aged adult, herein referred to as the “ Seller” (Which expression shall, unless repugnant to the context or meaning thereof, be deemed to included its successors, legal heirs and legal representatives of the one part.

### AND

1) \_\_\_\_\_, aged-adult, occupation- \_\_\_\_\_,

2) \_\_\_\_\_ , aged-adult, occupation-\_\_\_\_\_

both residing presently at \_\_\_\_\_ herein referred to as the “ Purchaser ” (Which expression shall, unless repugnant to the context or meaning thereof, be deemed to included its successors, legal heirs and legal representatives of the other part.

The “ Seller” and “ Purchaser ” hereinafter together referred to as Parties and individually “Party”.

### Whereas

A. The seller is the absolute owner of property bearing old revenue survey 244/1 Block No-202, T.P. Scheme No. 2, Final Plot No. 39 (O.P. No. 77) of Village Bhayli- Vibhag-3 (Akota) District and Sub district Vadodara.) more explained in details in schedule ‘A’ hereto and here in after referred to as the “ Schedule ‘A’ property” in this Sale Deed.

B. The seller is developing on the schedule A property a residential apartment project to be known as “Synnove Palladium” which

consists of 3 towers namely A.B. and C each having 48 apartment and total 144 apartments (the Project).

- C. The seller has secured plan section for construction on the Schedule A property from VUDA (Vadodara Urban Development Authority) Vide their letter no. UDA/ Plan-2/ Parvangi 385/2014 dtd 25/3/15.
- D. The seller has obtained permission from honorable collector, Vadodara Vide order no LND/SR/1/78/2006-07 dtd. 21/08/2007 to use the agriculture land for non agriculture purpose.
- E. The Seller has promulgated a **scheme** in terms of which any person desirous of owning an apartment in the Project, is required to purchase from the Seller, **apartment no.\_\_\_\_\_ on \_\_\_\_\_ floor in \_\_\_\_\_ tower in the Schedule A Property, more precisely explained in Schedule B** and the Seller shall construct thereon an apartment for the Purchaser, the terms and conditions relating to construction of the apartment shall be recorded in a separate construction agreement.**(scheme)**
- F. VUDA (Vadodara Urban Development Authority) has issued plinth check certificate in respect of the said construction of towers under their certificate No.UDA/Plan-4/Parvangi/55/2015, Date-25/02/2016.

**Whereas**

Whereas the land owner/Seller agreed to sell & transfer of unfinished apartment no. \_\_\_\_\_ On \_\_\_\_\_ floor of tower \_\_\_\_\_ being part of the project Synnove Palladium, more particularly described in schedule 'C' here in under written for total Sale consideration of **Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only)** as a full and final amount of consideration.

That in consideration of the total sum of **Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only)** paid by the purchaser by the way of below mentioned details, to the land owners/Seller before the execution of this Sale Deed, the receipt of which, the Seller do hereby admit and acknowledge. The land Owners/Seller here by grant, assigns, releases,

transfers, conveys and assures the purchaser the said Apartment of the Synnove Palladium project, more particularly described in the Schedule ‘A’ here under written, forever all the rights, title and together with the privileges, advantages, rights easementary rights there TO HAVE AND TO HOLD of all the rights of the said apartment described in the **schedule ‘B’** here under written and hereby granted, released, conveyed and assured or expressed to be with prorate undivided proportionate share in land upon which said project is situated (except the parking space provided) TOGETHER WITH all and singular piece or parcel of said Apartment together with all the estate, right, title, interest, use, inheritance, property, passion, benefit, claim and demand whatsoever both at law and in equity of the land owner/ Seller AND ALSO TOGETHER WITH all the deeds, documents, writings, vouchers and other evidences of the right, title, interest relating to the said Project land.

**NOW THIS INDENTURE OF WITNESSETH AS UNDER :**

| Sr.   | Date                                          | Ch.No | Drawn On | Amount |
|-------|-----------------------------------------------|-------|----------|--------|
|       |                                               |       |          |        |
|       |                                               |       |          |        |
|       |                                               |       |          |        |
|       |                                               |       |          |        |
|       |                                               |       |          |        |
|       |                                               |       |          |        |
| Total | <b>Rs.</b> _____/- <b>(Rupees _____ only)</b> |       |          |        |

AND ALL the estate, right, title, interest, use, property, passion benefit, claim and demand whatsoever both at law and in equity of the land owner/seller TO HAVE AND TO HOLD the said Apartment hereby granted, sold, conveyed, released, and assured or intended so to be with their and every of their rights, titles and appurtenance UNTO and to the use and benefit of the Purchaser forever and to the intent that the purchaser shall be entitled to the use of the same forever absolutely subject to the payment of taxes, assessments ,rates etc in relation to the period from the date of the execution hereof (The land owner/seller to pay all liabilities regarding the same unto the date hereof) and which may thereafter be assessed and chargeable upon the same or which may from the dated of these presents

become payable in respect thereof to the Govt, Semi Govt. and local bodies, etc AND the land owner/seller hereby covenant with the Purchaser that notwithstanding any act, deed, matter thing, whatsoever by the land owner/seller or by any person or persons, lawfully or equitably claiming by from, under or in trust of them, made, done, or executed knowingly or willingly suffered to the contrary, the land owner/Seller now having in themselves good, right and absolute power to grant, release, convey and assure the said apartment unto the use of the Purchaser from time and at all times, hereafter peaceably and quietly to hold, possess and enjoy the said Apartment hereby granted, released, conveyed, assured and confirmed with their appurtenances and receive the profit there from for their own use and benefit without any lawful eviction, interruption, claim or demand whatsoever from or by the land owner/seller or from or by any other person or persons lawfully or equitably claiming by, from, under or in trust or them AND that free and clear and freely and clearly and absolutely, acquitted, exonerated released or forever discharged or otherwise by the land owner/seller, sufficiently saved, defended, kept, harmless and indemnified of, from and against all estates, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned and suffered by the land owner/ seller or by any other person or persons lawfully or equitably claiming by, from or in trust from them.

That the seller further covenant and declare that the title to the said Project Lands as well as the said Apartment more particularly described in the **schedule 'B'** hereunder, is clear, marketable and free from encumbrances. The Seller hereby further assures that there is no any case or litigation pending in any court either civil, criminal or revenue in respect of the Said Project Land or the said project.

The land owner/seller, hereby acknowledge to have received consideration mentioned above in respect of the Said Apartment sold to the Purchaser and handed over the actual and physical possession of said Apartment, described in the **schedule 'B' here** under written, by the land owner/seller to the

Purchaser and the Purchaser, has taken over the possession thereof as the Owner.

This sale deed will stand null and void and Purchaser shall have no right on the said apartment conveyed through this deed of sale, if receipt or realization of above referred cheque/DD from Purchaser or any financial institution is pending for whatsoever the reasons for more than 10(ten) days from the registration of this deed of conveyance.

The land owner /seller have sold the said apartment to the Purchaser being a part of **“Synnove Palladium”** project subject to the terms & conditions mentioned in the agreement for construction dated-19/08/2016

The land owner/seller hereby undertakes to give consent and signatures in mutation by virtue of this sale deed as and when it applies by the Purchaser before the competent authority of Govt. ,Semi Govt. or Local self Govt. department.

**IT UNDERTAKES AND AGREED BY THE PURCHASER AS UNDER:**

The purchaser has been allotted the said apartment by the seller vide agreement for sale dated-\_\_\_\_\_.

The Purchaser have inspected the Said Apartment and its boundaries, measurement area etc and satisfied himself/herself/themselves as to the all satisfaction as per this deed & the Purchaser will not raise requisition/objection for any matter in respect of the title of the Said Project Land as well as the title of the Said Project in future.

The Purchaser has/have been verified the title certificate as well as all subsidiary documents, NA Orders, development Permission along with approved plans sanction by concern authorities in respect of the Said Project Land and accepted that the title of the Project Land as well as the Said Apartment is free and marketable and free from all encumbrances subject to

the terms and conditions of this deed as well as agreement for sale in respect of the Said Apartment.

It is agreed by the Purchaser that the said Project namely "**Synnove Palladium**" is a scheme of ownership system therefore staircase, drainage line connection, underground and over head water tanks, electric motor, common light, common passage, lifts, common parking and all other common facilities provided in the Said Project as well as in this said apartment is situated shall be used by all the member of the Said Project and tower/ building & whatever the expenses are incurred for upkeepment, maintenance, and cleanliness whatsoever shall be born proportionately by all the members jointly & pay the contribution accordingly by the purchaser whenever asked from seller/association/committee.

The purchaser shall abide by the decision of the seller/ association and shall comply with the entire requirement and shall be bound to sign all the papers and documents time to time as the seller / association may require to do so for safeguarding the interest of the purchasers of the unit of the said project.

The purchaser shall not raise any objection or dispute with regards to carry out extra construction made by land owner/seller on any additional FSI which shall be available by the relevant competent authority and sell the same to the any other person by allotting Apartment and new purchaser shall use the staircase passage, over head and underground water tanks etc., along with the purchaser and with this clear understanding with the purchaser the present sale deed is executed by the land owners which is confirmed by the all the apartment owner.

The purchaser hereby agrees that the said Apartment situated in **Tower B** which is a part of residential project "Synnove Palladium" and the said project shall be always known as "Synnove Palladium" and purchaser or corporation/ society/ association or committee to be form in future by all the

purchaser of the units of the said project shall have no right to change name and structure of the said project.

The purchaser agrees that he/she/they shall have no right to carry out any construction in the said Apartment either by himself/herself/themselves or through any other agency, before taking the possession of the said apartment, and without consent of Seller/Association in writing. Purchaser further agrees and undertakes that the value of the said Apartment is fixed considering the said condition and the said Apartment is fixed considering the said condition and the said Apartment sold to the purchaser subject to the said condition.

The purchaser further agrees that he/she/they shall not change the elevation of the construction made by the Seller/Developer and also confirm and undertake that no commercial activities shall be conducted by the purchaser in the said apartment.

The purchaser also agrees and undertakes that he/she/they shall not encroach/obstruct the common way, parking, open space by keeping any material and shall not make any change in the infrastructure and in common facilities provided in the said project as well as in Tower where the said Apartment situate such as water connection, drainage connection, fire brigade amenities/facilities etc at any time and in any manner.

The purchaser agrees and undertakes that he/she/they shall not use the said Apartment as well as the common facilities for any illegal or criminal activities and also not store any hazardous goods, material, heavy loaded articles in the said Apartment as well as in parking or common area or in any part of the structure of the building and also not cause any nuisance in the said project as well as in the building and also not do or permit to be done any act or thing which shall be rendered void or voidable.

The purchaser further agrees and undertakes that he/she/they shall permit society/corporation/association or their agent, person, servant, workman with or without notice at all reasonable time to enter into the said Apartment/building or any part thereof with a view to cleaning, supervise, examine or for repair or for maintenance of lightening, cabling, piping, waterline, gas line if provided, drainage or for other conveniences in a common area or terrace and shall also give necessary co-operation in this regards.

The purchaser agrees and undertakes that he/she/they agrees to the terms and conditions mentioned in sale deed and shall not raise any objection with regards to such terms and condition and shall abide and observed by him/her/them.

The expenses for the execution of this indenture of sale deed/deed of conveyance of said property such as stamp duty, registration charges, advocate fees and other Misc expenditure, to be incurred shall be born and paid by the purchasers.

## **SCHEDULE OF THE IMMOVABLE PROPERTY**

### **REFERRED TO ABOVE**

#### **SCHEDULE A PROPERTY**

##### **Schedule 'A' Property**

All that piece and parcel of the property bearing old revenue survey No. 244/1 Block No. 202, T.P. Scheme-2 Final plot no. 39 (O.P.No-77) of village Bhayli Vibhag-3 (Akota) At- Village Bhayli, District and sub district Vadodara, admeasuring 6445 sq. meters of land and bounded on the

East by : 15 meter Road  
West by : O.P. No. 9 & Final plot No. 40  
North by : OP. No. 26 & final plot No. 38  
South by : 24 meter Road.

**Schedule ‘B ‘Property**  
**Description of Apartment**

All that piece and parcel of the unfinished **apartment bearing no.\_\_\_\_\_ on the \_\_\_\_\_ floor having \_\_\_\_\_sq.mt. built up area of the tower B of the project “ Synnove Palladium”** being constructed on the **schedule ‘A’** property.

The four sided boundaries are

East by       :

West by       :

North by       :

South by       :

IN WITNESS WHEREOF, THE PARTIES, HERETO, HERE UNTO HAVE SET AND SUBSCRIBED WITH THEIR RESPECTIVE HANDS AND SEALS TO THESE PRESENTS, AFTER VERIFYING THE CONTENTS MENTIONED THEIR IN ABOVE, ON THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

THE SELLER

SIGNED, SEALED & DELIVERED

By the within named

**Ms Skyseven Infratech Pvt. Ltd. through it’s**

**Director Mr. Shivanshu Pradeep Mittal**

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Witness

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**SCHEDULE**

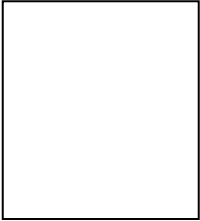
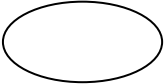
**THE SELLER**

**SIGNED, SEALED & DELIVERED**

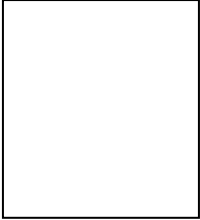
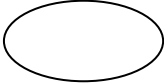
**By the within named**

**Ms Skyseven Infratech Pvt. Ltd. through it's**

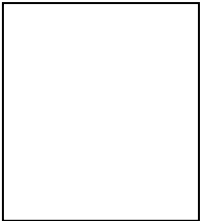
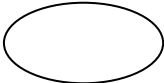
**Director Mr. Shivanshu Pradeep Mittal.**

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**The executant of this Sale Deed Purchaser**

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**1) Mrs. AKTA SINGH**

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**2) Mr.SAUGANDH PRATAP SINGH**

Address

**No.801 on 8<sup>th</sup> Floor on Tower B of the project “ Synnove Palladium”**

**The photograph of Apartment.**

Purchasers:

1) \_\_\_\_\_

2) \_\_\_\_\_

Seller Signature

\_\_\_\_\_