

SALE DEED
RS... .. /-

THE PARTY OF
THE FIRST PART:
VENDOR:

WHITESWAN BUILDCON LLP, a Liability Partnership Firm known as the Party of the First Part having its Office at: Shop No.409, Shrirang Height, Bhaijipura, Village – Kudasan, Taluka and District ; Gandhinagar - Gujarat through its Administrative Partners,

- (1) _____, Aged about _____ Years, Occupation: Business and residing at : _____,
- (2) _____, Aged about _____ Years, Occupation : _____, Residing at : _____, (hereinafter referred to as the Party of the FIRST PART and/or “VENDOR” which expression shall include its present and future partners, their respective heirs, successors, attorneys, assignees, etc.).

THE PARTY/IES OF
THE SECOND PART:
VENDEE/S:

- (1) _____, Aged about _____ years, Occupation : Service/Business/Housewife, Residing at : _____, (PAN NO. _____)
- (2) _____, Aged about _____ years, Occupation : Service/Business/Housewife, Residing at : _____, (hereinafter referred to as the party/ies of the SECOND PART and/or “VENDEE/S” which expression shall include his/her/their heirs, successors, attorneys, assignees, etc.). (PAN NO. _____)

1. WHEREAS the party of the FIRST PART (Promoter) is the owner and possessor of the N.A. land for residential purpose bearing **Block/Survey No.187** admeasuring 31364 Sq.Mtrs. which comprised in Town Planning Scheme No.19 (Raysan-Randesan-Koba) and allotted Final Plot No.274/1 and 274/2 total admeasuring 20387 Sq.Mtrs. paiki Final Plot No.274/2 admeasuring 3270 Sq.Mtrs. (5030 Sq.Mtrs. as per Block/Survey Number) and Residential Units being constructed thereon which is known as **“VINAYAK GARDENS”** Situated at **Mouje: RAYSAN,** Taluka: Gandhinagar in the registration Sub-District and District of Gandhinagar – Gujarat.
2. AND WHEREAS, (1) DIPAK NANCHAND SHAH, (2) MANILAL HIRABHAIPATEL, (3) KARNUBHA BHIKHUBHA VAGHELA, (4) SHIVRAMBHAI ISHWARBHAI PATEL were the owners and possessors of the Agricultural Land bearing Block/Survey No.187 total admeasuring 31364 Sq.Mtrs..
3. WHEREAS, the said Agricultural Land bearing Block/Survey No.187 covered Under Town Planning Scheme No.19 and allotted Final Plot No.274/1 and 274/2 total admeasuring 20387 Sq.Mtrs. in lieu of Block/Survey No. 187.
4. WHEREAS, Non Agricultural Use Permission for the said land was obtained from The Office of The District Collector, Gandhinagar vide Order No.CB/Land/N.A./S.R.8/11/Vashi.12856 to 12871/11 dated 11/08/2011.
5. AND WHEREAS, (1) DIPAK NANCHAND SHAH, (2) MANILAL HIRABHAI PATEL, (3) KARNUBHA BHIKHUBHA VAGHELA, (4) SHIVRAMBHAI ISHWARBHAI PATEL sold and conveyed the said N.A. Land for Residential Purpose bearing Block/Survey No.187 admeasuring 31364 Sq.Mtrs. which comprised in Town Planning Scheme No.19 (Raysan-Randesan-Koba) and allotted Final Plot No.274/1 and 274/2 total admeasuring 20387 Sq.Mtrs. paiki Final Plot No.274/2 admeasuring 3270 Sq.Mtrs. (5030 Sq.Mtrs. as per Block/Survey Number) to the

Party of the First Part (Promoter) vide Registered Sale Deed No.10294 dated 04/05/2019.

6. AND WHEREAS, the party of the First Part got approved Building Plans for Residential Construction from The Junior Town Planner, Gandhinagar Urban Development Authority, Gandhinagar vide Development Permission No. PRM/Raysan/218/06/2019/434/2020, Use – Residential, dated 21/01/2020.
7. AND WHEREAS, the Party of the First Part (Promoter) has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Gandhinagar Vide No. _____ dated _____.
8. Earlier, the Party of the first Part had agreed to sell Unit No. _____ together with undivided ownership right in the common land alongwith its amenities/advantages to the Party/ies of the Second Part by Registered/Notarized Agreement to Sell No. _____ dated _____.
9. Now the said project is completed by The Party of the First Part obtained Building Use Permission from _____ vide Letter No. _____, dated _____.
10. Therefore, the party of the FIRST PART hereby sells and conveys unit which is described in schedule to the party/ies of the SECOND PART – VENDEE/S at a Sale Price of Rs. _____/- (Rupees _____ only).
11. The Party/ies of the SECOND PART have paid total Sale Price of Rs. _____/- (Rupees _____ only) of the said SCHEDULED PROPERTY to the party of the FIRST PART as follows :-

Amount (in Rupees)	Cheque/D.D. No./RTGS No./NEFT No.	Date	Bank Name and Branch
Total:			

12. Thus, the party of the FIRST PART has received total sale price of Rs. _____/= (Rupees _____ only) from the party/ies of the SECOND PART as stated above. THEREFORE, the party of the FIRST PART – VENDOR have handed over vacant and peaceful possession of the said scheduled property to the party/ies of the SECOND PART – VENDEE/S. The party of the SECOND PART have received the possession of the said scheduled property in good and satisfactory condition today.
13. The party/ies of the Second Part – Vendee/s became absolute/joint owner/s and possessor/s of the said scheduled property by this sale deed.
14. The party/ies of the SECOND PART – VENDEE/S have become absolute owner/s and possessor/s of the scheduled property and the party/ies of the SECOND PART is/are entitled to use and/or dispose off the same in any manner whatsoever in perpetuity. He/She/They is/are rightful to sell, mortgage, lease, gift or transfer the same in any manner whatsoever at his/her/their wish. The party of the FIRST PART shall not prevent him/her/them in any manner whatsoever.
15. That the party/ies of the SECOND PART – VENDEE/S shall have individual rights on the Terrace of their unit. The Party of the First Part shall have no right in the said common terrace and additional FSI after obtaining Building Use Permission. The right of the additional FSI shall be of the Service society/Association of the said scheme. That, ownership of All amenities and common area of the said Scheme shall be of the Service Society of the said Scheme and all the management of the said scheme will be maintained by the said Service Society.

That, in future the party of the First shall execute sale deed for the common areas and amenities of the said scheme under the prevalent law or any other future law in favour of proposed service society/association which may be formed by residents of the said scheme. However, all expenses of the said sale deed shall be borne by the said society/association.

16. If in future when the unit holders form an Association/Service Society, the party of the SECOND PART shall have to enter his/her/their name/s as members of the same compulsorily and he/she/they shall have to pay deposit/maintenance charges for the said building to such Association/Service Society and the party of the SECOND PART or his/her/its/their successors/nominee shall irrevocable abide by the all applicable terms and conditions as and when decided by the association/service society from time to time.
17. That the party/ies of the SECOND PART shall have to park his/her/their vehicle in allotted Car parking space specified by the party of the FIRST PART in the said scheme alongwith other unit holders. The party/ies of the Second Part or other Unit holder shall not have any right for reserved parking and he/she/they shall not park his/her/their vehicle in any other unit's Parking Space.
18. That the PARTY/IES OF SECOND PART shall have to use the said scheduled property for residential Purpose only. If the PARTY/IES OF THE SECOND PART shall use the said property for the purpose other then residence, or violates any condition of constructions, then he/she/it/they shall be liable for all consequences for losses if any occurred to any other party.
19. If within a period of five years from the date of handing over the unit to the Party/ies of the SECOND PART (Allottee), the Party/ies of the SECOND PART (Allottee) brings to the notice of the Party of the FIRST PART (Promoter) any structural defect in the unit or whole scheme which the unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost Provided that the Promoter 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 Promoter or beyond the control of the Promoter.

20. The party of the FIRST PART have paid all local taxes, charges etc. till the date. Henceforth, the PARTY/IES OF THE SECOND PART shall have to pay all future taxes and charges from the date of possession of the said scheduled property.
21. The party of the FIRST PART hereby declare that titles to the property described in the SCHEDULE hereunder written are clear and marketable and no other person has any right, title and interest in the same. Further, The party of the FIRST PART hereby guarantee and undertake to the PARTY/IES OF THE SECOND PART that their rights, titles and interests in the said scheduled property has not been granted to anyone by way of Sale, Mortgage, Gift or otherwise.
22. The PARTY/IES OF THE SECOND PART shall have to use common amenities such as Water Bore, Garden, common Office Block, Drainage Connections, Drainage Line, Fire System, Common Electricity, Bore Well, Light Bill, Security, perforated well, Electric Cable Line, Street Light and any other amenities alongwith other unit holders. Similarly, the PARTY OF THE SECOND PART shall have to contribute maintenance charges of such amenities along-with other unit holders. If party/ies of the Second Part (Allotee) or society/association make extra facilities such as Gym, movie theater, Table Tennis etc. in the parking level, then they shall liable to maintain the such facilities, The PARTY/IES OF THE SECOND PART shall have to pay specified maintenance Charge to the Association/Developer of the said Building.
23. THAT, the PARTY/IES OF THE SECOND PART shall pay Maintenance Deposit, Service Tax/GST or any payment required to be paid in GUDA/AUDA, Municipal Corporation, Panchayat Tax, Recurring Maintenance Charges or any other Government taxes related to his/her/their property mentioned in the schedule. Further, the PARTY/IES OF THE SECOND PART hereby undertakes that he/she/they shall pay any other Government taxes which may by incurred by the

local Government Authority in future.

24. That, prior permission is required to be obtained from the party of the First Part or proposed Association/Society in writing before the selling of his/her/their Unit. If the Unit Holder sell and convey it without prior permission in writing of the party of the First Part or Proposed Association/Society than the Unit Holder shall be void form the member of this society and he/she/they shall not make any litigation for the same.
25. That, the PARTY/IES OF SECOND PART shall permit the maintenance, repairing and cleaning of Water Tank, Garden, Fire System, Common Office Block, Perforated Well, Water Pump, Drainage, Septic Tank, Water Line, Electric Cabal Line, Drainage Line etc. whenever required by the Association/Society in day time.
26. That the PARTY/IES OF THE SECOND PART have purchased the said property "AS IS WHERE IS" basis after verifying construction quality and amenities such as Door, Windows, Light Fitting, Water Connection, Pipe Fitting, Flooring etc. of the said scheduled property and the same found to be in working condition. Therefore, the PARTY/IES OF THE SECOND PART shall not claim in future any cost of repairing for the same and shall not file any suit or complaint against of the party of the first part or proposed Association/Society.
27. That, the party/ies of the Second Part shall have to enter his/her/their name/s in Revenue Records, City Survey Records, Gram Panchayat Records, U.G.V.C.L./Torrent Power or any other electricity company, concerned Gas Companies etc. as the owner/s and possessor/s of the said property by this Sale Deed at his/her/their cost and the party of the FIRST PART (VENDOR) hereby undertake to sign all necessary Forms, Applications, Affidavits, etc. which may be necessary by the party/ies of the SECOND PART (VENDEE/S) to enter his/her/its/their name/s in the revenue records of the said property.

28. That the party/ies of the Second Part shall enter into his/her/their Unit by specified access alongwith other co-owners specified by the party of the First Part and the party/ies of the Second Part shall not have any right in any other portion of the property except sold by this sale deed.
29. That, the party/ies of the Second Part shall have to enter his/her/their name/s in Tax Assessment Register and the party of the First Part shall not have any objection for the same.
30. That if the unit/s is/are crashed by any act of God or natural calamities, then the party/ies of the SECOND PARTY shall be entitled to erect, get erected the same building alongwith other unit holders on the said land.
31. The party of the First Part – Vendors have handed over copies of all relevant title deeds of the said scheduled property to the PARTY/IES OF THE SECOND PART – Vendee/s. Further, That the party of the FIRST PART (VENDOR) hereby undertake to sign all necessary Forms, Applications, Affidavits, etc. which may be necessary by the PARTY/IES OF THE SECOND PART (VENDEE/S).
32. That all legal expenses such as Stamp Duty, Registration Fee, Advocate's Fee, Typing & Xerox charges etc. shall be solely borne by the party/ies of the SECOND PART only. Further, The party/ies of the SECOND PART shall also have to pay additional Stamp Duty (if any) demanded by The Competent Authority.
33. **SEVERABILITY:**
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder 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.

34. If any dispute arises in relation to or in connection with this Agreement including in respect of the validity, interpretation, implementation or alleged material breach of this Agreement by one party hereto shall be resolved as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

SCHEDULE
(DESCRIPTION OF THE PROPERTY SOLD BY
THIS SALE DEED)

All that piece and parcel of the property situated at MOUJE: RAYSAN, TALUKA: GANDHINAGAR in the Registration Sub District and District of GANDHINAGAR – GUJARAT bearing Unit No. _____ admeasuring _____ Sq.Mtrs. (Net Plot Area) and _____ Sq.Mtrs. undivided ownership right in the land of the scheme alongwith common plot, road and all amenities etc. total admeasuring _____ Sq.Mtrs. and Car Parking Space having _____ Sq.Mtrs. and Store Room having _____ Sq.Mtrs. and bungalow constructed thereon having total Built Up Area of _____ Sq.Mtrs. (Carpet Area of _____ Sq.Mtrs., Balcony/ Varandah Area of _____ Sq.Mtrs. and Wash Area of _____ Sq.Mtrs.) of the scheme known as “VINAYAK GARDENS” being constructed on Block/Survey No.187 admeasuring 31364 Sq.Mtrs. which comprised in Town Planning Scheme No.19 (Raysan-Randesan-Koba) and allotted Final Plot No.274/1 and 274/2 total admeasuring 20387 Sq.Mtrs. paiki Final Plot No.274/2 admeasuring 3270 Sq.Mtrs. (5030 Sq.Mtrs. as per Block/Survey Number)and bounded as follows:-

The said property is bounded as follows :

EAST :
 WEST :
 NORTH :
 SOUTH :

PHOTOGRAPH OF THE PROPERTY

Address of the Property : Unit No. _____
 : “Vinayak Gardens”, Raysan,
 : Tal. & Dist. Gandhinagar.

Signature of the Vendor: _____

Signature of the Vendee: _____

IN WITNESS WHEREOF the party of the FIRST PART (VENDORS) and the party/ies of the SECOND PART (VENDEE/S) in the presence of witnesses have signed this SALE DEED with their free consent and the same shall be binding to them, their heirs, successors, attorneys, assignees, etc..

DATED THIS ____ DAY OF _____, 2020.

SIGNED AND DELIVERED
BY THE WITHIN NAMED

WITNESSES

WHITESWAN BUILDCON LLP,
a Liability Partnership Firm
Through its Administrative
Partners,

1. _____

1. _____
(_____)

2. _____

2. _____
(_____)

(AS THE PARTY OF THE FIRST
PART AND/OR VENDOR/
PROMOTER)

:Schedule Under Section 32 (A) of The Registration Act.:

Name & Signature	Photograph	Thumb Impression
<u>VENDOR/</u> <u>PROMOTER :</u>		
WHITESWAN BUILDCON LLP, a Liability Partnership Firm through Its Administrative partners,		
1.		
2.		
<u>VENDEE/S/</u> <u>ALLOTTEE/S</u>		