

SALE DEED

This SALE DEED mad at Ahmedabad this ____ day of _____, 2017
BETWEEN

Shyam Enterprise a Partnership Firm (PANo : ADBFS 5990 F),
representing through its authorized partner **MR.**
....., age Adult years, Hindu by religion,
occupation Business, Address at : 47, Bari Valo Vas, Shilaj, Ahmedabad
hereinafter called “THE VENDOR” (which expression shall unless it
repugnant to the context or meaning thereof, be deemed to include its present
and future partners and their legal representatives of the last surviving
partner) of the One Part.

AND

MR. _____, (PANo : _____),
 (Adhar No : _____) age _____ years, Hindu by religion,
 occupation _____, residing at : _____ ,
 hereinafter called “THE PURCHASER/S” (which expression shall, unless it
 be repugnant to the context or meaning thereof, be deemed to include his
 heirs, legal representatives) of the Other Part.

WHEREAS THE VENDOR firm is the owner and/or occupant or in
 possession of the non agriculture land bearing Final Plot No. 38
 admeasuring 1123 sq. mtrs. (1011 Sq.mts for Residential & 112 Sq.mtrs
 for Commercial use) given for Block No. 427 admeasuring 1872 sq.
 mtrs covered in Draft Town Planning Scheme No.53/A (Shilaj-
 Hebatpur-Thaltej) situate lying and being at mouje Shilaj, Taluka -
 Ghatlodia Registration Sub District Ahmedabad-9 (Bopal) and
 District Ahmedabad (Hereinafter Referred to as “the said Land”).

WHEREAS The Hon. Collector, Ahmedabad on 15/07/2017 vide its order
 no. CB/CTS-2/NA/SHILAJ/SUR NO/BLOCK NO.427/SR-541/2016. issued
 the permission to convert the land bearing S. No. 427 in to non agriculture
 residential purpose.

AND WHEREAS THE VENDOR has purchased the said land from (1)
 Pasabhai Prahladbhai (2) Harshadbhai Naranbhai Patel (3)
 Mahendrabhai Pasabhai Patel (4) Arvindbhai Pasabhai Patel by
 executing a sale deed on : 05/08/2017 before Sub-Registrar of Ahmedabad-9
 (Bopal) under the Serial no. 5564. The name of vendor mutated in village
 from no. 6 with entry no.

Thereafter, an application put before the Ahmedabad Municipal Corporation to issue construction permission and sanction of plan for construction of residential and Commercial units on the said land. On the basis of the said application, Ahmedabad Municipal Corporation has approved such plans on 17/10/2017 and also issued commencement Letter (Rajachitthi) for the construction as under.

Case No. BLNTI/NWZ/010917/GDR/A9044/RO/M1

Rajachitthi No. 9590/010917/A9044/RO/M1.

NOW THE VENDOR proposed to develop the said land by constructing, erecting and installing thereon a residential and commercial unit project and related infrastructure as per plan sanctioned by A.M.C such project is known as “**SHYAM ELKIN**” Hereinafter referred as “the said Scheme”

THAT THE PURCHASER/S doth hereby covenant with the rules-regulation of the said scheme in general or after getting necessary information of the said scheme and the purchaser by himself or through the professionals appointed by him/her had verified the titles deeds and titles to the said Unit or approved plan, specifications, design, detailed drawings, areas, details for the loan, payment terms, locations, legal papers of the property and had found the same is clear and marketable and free from any charge or encumbrances and he or she is fully satisfied with the same. THE PURCHASER/S herein has requested THE VENDOR to convey the Flat No. admeasuring Sq. yards equivalent to sq. mtrs of Carpet Area and Sq. yards equivalent to sq. mtrs of Balcony Area and Sq. yards equivalent to sq. mtrs of Wash Area (As per plan pass by Ahmedabad Municipal Corporation Sq. Mtrs of built-up area) on floor of Block no “.....” together with undivided, impartible and indivisible share of sq. mtrs. of undivided share of land in the said Land of the scheme/project known as “**SHYAM ELKIN**” constructed on the said land (hereinafter referred to

as “The Said Property”), more particularly described in the schedule mentioned hereunder, unto THE PURCHASER/S by executing this Sale Deed for sale consideration of Rs./- in words Rupees Only.

THAT THE PURCHASER/S has requested THE VENDOR to convey the said Property by executing this sale deed for which THE VENDOR has agreed, being these presents :

NOW THIS SALE DEED WITNESSETH THAT :-

(1) In pursuance of the said sale deed and in consideration of the total sum or consideration of Rs. (Rupees only) paid by THE PURCHASER/S towards the said property to THE VENDOR on or before the execution of these presents by THE PURCHASER/S to THE VENDOR as per payment schedule set out herein below mentioned (the payment and receipt whereof THE VENDOR doth hereby admits and acknowledges and of and from the same and every part thereof doth for ever acquit, release and discharge THE PURCHASER/S), THE VENDOR doth hereby grant, sell, assign, release, convey and transfer unto THE PURCHASER/S for ever ALL THAT piece or parcel of the said property (which property is more particularly described in the Schedule hereunder written) belonging to or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed by THE VENDOR or reputed or known as part and parcel or members thereof or to be appurtenant thereto AND ALSO together with all other rights, title relating to the said Property or any part thereof AND ALL the estate, right, title, interest, use, inheritance, property, benefit, claim and demand whatsoever, both at law and equity of THE VENDOR into or upon the said Property or any part thereof TO HAVE AND TO HOLD the said Property or any part thereof hereto granted, sold, transferred, conveyed, released and assured or intended so to be with their rights, titles, interest and

appurtenances UNTO and to the use and benefit of THE PURCHASER/S, forever subject to payment of rents, taxes, assessments, rates and duties in relation to the period from the date of the execution hereof and which may hereafter be assessed or chargeable upon the same or which may from the date of these presents become payable in respect thereof to the municipal corporation and also to the State of Gujarat or Central Govt. body or bodies. THE VENDOR has already paid such taxes, assessments, rates and duties pertaining to the said Property for the period prior to the execution of these presents. THE PURCHASER/S has/have paid sale consideration towards the said property to THE VENDOR as below.

Payment Schedule

Amount	Particulars
Rs...../-	Rupees only paid by purchaser by Cheque No. of Bank,.....Branch dated

(2) AND THE VENDOR represented by and its respective partner, executors, successors and assigns covenant with THE PURCHASER/Ss that notwithstanding any act, deed, matter, or thing whatsoever by THE VENDOR or any person or persons lawfully or equitably claiming by from through under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary THE VENDOR represented by, now hath for themselves good right, full power and absolute authority to grant, sell, convey, transfer, release and assure the said Property hereby conveyed granted, sold, released or assured or intended so to be UNTO and to the use of THE PURCHASER/S in the manner aforesaid. AND THE VENDOR has today put THE PURCHASER/S in actual possession of the said property. THE PURCHASER/S shall and may at all times hereafter peacefully and quietly enter upon or occupy, possess and enjoy the said

Property hereby conveyed, granted, sold, transferred and assured with its appurtenances and receive the rents, issues, profits and benefits thereof and of every part thereof to and for their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by THE VENDOR or any person or persons lawfully or equitably claiming or to claim by from under or in trust for them AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by THE VENDOR well and sufficiently saved, defended and kept harmless and indemnified of and from against all former and other estates, titles, charges, encumbrances whatsoever either already or hereafter made executed, occasioned or suffered by THE VENDOR or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them. AND FURTHER that THE VENDOR and all persons having lawfully or equitably claiming any estate, right, title or interest at law or in equity whatsoever in the said Property hereby granted conveyed transferred and assured or any part thereof by from under or in trust for THE VENDOR, and its respective present and future Partners or any of them shall and will from time to time and at all times hereafter at the request and cost of THE PURCHASER/S do and execute or cause to be done and executed all such further and other acts, deeds, things, evidences, conveyance and assurances in law whatsoever for the better and more perfectly and absolutely assuring the said Property and every part thereof UNTO and to the use of THE PURCHASER/S in the manner aforesaid as shall or may be reasonably required by THE PURCHASER/S, and their respective heirs, assigns and successors in titles or assignee or their counsel in law for assuring the said property and every part thereof hereby granted conveyed, transferred and assured unto and to the use of THE PURCHASER/S in the manner aforesaid.

(3) THE VENDOR has also assured THE PURCHASER/S that, THE VENDOR and/or any have not created any charge or encumbrance of whatsoever nature in or upon the said Property or any part thereof in favour

of any person / Bank / Financial Institution and the said Property is absolutely free from any charge of encumbrances. Further, the said Property is also free from any litigations of whatsoever nature and no suit or proceedings of any kind in respect of the said Property is/are initiated and/or pending in any of the courts or government office/s or authorities. THE VENDOR has also assured THE PURCHASER/Ss that the said Property is not a subject matter of any acquisition, requisition or reservation or any litigation. THE VENDOR has not agreed to transfer the said Property or any part thereof to anyone else nor THE VENDOR has entered into any type of agreement or writing for transfer of the said Property to anyone else. THE VENDOR and/or any has / have not obtained any solvency on the said Property nor it has become guarantor/s of any one on the said Property.

(4) THE VENDOR has executed the conveyance deed in favour of THE PURCHASER/S and THE PURCHASER/S has/have specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with THE VENDOR as follows :

- A. That THE PURCHASER/S shall not be allowed to change the Number of the said property.
- B. That the construction work of the scheme has been done as per the given specification and Purchaser shall not be allow make alteration or modification in the said scheme or its specification.
- C. THE PURCHASER/S hereby declares that the construction of the said Property and the said Project/Scheme in general is in accordance with the plans, specifications and design and detailed drawings seen and approved by him/her/they with additions, alterations or modifications made therein as requested and/or approved by THE PURCHASER/S. THE PURCHASER/S hereby confirms and records that he/she/they has fully satisfied with work and he/she/they has no complaint or

grievance for the materials used in the construction of the Said Property and the said Project-Scheme in general.

- D. That THE PURCHASER/S shall except their block not be allowed to park his/her/their vehicle in open, space, common margin land or in other building or block of the said scheme.
- E. That the common amenities and facilities of the scheme shall be utilized or enjoyed by purchaser/s with the other members of the said scheme and THE PURCHASER/S shall not have any power or authority to dispute, challenge or take objection for the same.
- F. That THE PURCHASER/S shall not cover nor shall put up any other temporary or permanent construction or shall not make any obstruction or infringement in the common open space or common area of the said scheme.
- G. That THE PURCHASER/S shall not throw dirt, garbage or other refuse from the Said Property or any part of the building such as common area or common amenities of the scheme.
- H. THE PURCHASER/S shall not do anything which may cause damage or which may cause damage or weaken the walls or structure of the building, Similarly, THE PURCHASER/S shall not dig up in basement area, common open area or in margin area which may cause damage to existing sewer, drainage or water line or electric line or other lines of the said scheme and if Purchaser fails to do so than The Purchaser/s shall be liable for the same and THE PURCHASER/S shall have to bear the expenses or legal responsibility for that act.
- I. That THE PURCHASER/S shall not store any explosive goods or articles in said Property.

- J. That THE PURCHASER/S shall use the said property for residential purpose only and shall not use the said property for any business or commercial activity.
- K. That Upon execution of sale deed or possession of the said Property being delivered to THE PURCHASER/S, he/she/they shall have no claim against THE VENDOR in respect of any natural calamity such as landslide, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity or any acts, events, restrictions beyond the reasonable control of THE VENDOR, THE PURCHASER/S shall indemnify to bear the expenses cause to him/her/them or he/she/they shall not dispute or raise any objection for the same.
- L. THE PURCHASER/S shall pay on time the rates, taxes of Ahmedabad Municipal Corporation, UGVCL/Electric Company or any other Govt. or local body from the date of this sale deed.
- M. The scheme shall always be known as “**SHYAM ELKIN**” and this name shall not be changed in future by THE PURCHASER/S.
- N. That THE PURCHASER/S shall only be entitle to use the common areas of said scheme such as Common open space, bore well, water thanks, common parking, stairs, passages, Lifts, Garden, terrace, lobbies, roads, common open plot etc. provided by THE VENDOR in said scheme.
- O. That for the effective management and maintenance of all common open Land, common amenities and common facilities of the said scheme, the service society shall have to be formed and THE PURCHASER/S along with the other Purchasers of the units in the said scheme shall become member of that the service Society. This is the essence condition. THE PURCHASER/S along with other

purchaser shall have to obey the bye laws, rules and regulation, resolutions etc. of the said service society.

(5) All the expenses of this sale deed such as stamp duty, registration charges, typing fees, advocate fees and all other out of pocket expenses in respect of these presents has borne and paid by THE PURCHASER/S only.

(6) THE PURCHASER/S, before purchasing the said Property, has verified himself/herself/itself about the title of the Said Land/ Project/ Said Property and being satisfied with the title THE PURCHASER/S has agreed to purchase the said Property in his/her/their favour and he/she/it shall not be entitled to further object and no requisition or objection shall be raised in any matters relating to the same.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands on the day and year hereinabove mentioned.

:- THE SCHEDULE ABOVE REFERRED TO :-

All the piece and parcel of premises bearing Flat No. admeasuring Sq. yards equivalent to sq. mtrs of Carpet Area and Sq. yards equivalent to sq. mtrs of Balcony Area and Sq. yards equivalent to sq. mtrs of Wash Area (As per plan pass by Ahmedabad Municipal Corporation Sq. Mtrs of built-up area) on floor of Block no “.....” together with undivided, impartible and indivisible share of sq. mtrs. of undivided share of land in the said Land of the scheme/project known as “**SHYAM ELKIN**” constructed on non agriculture land bearing Final Plot No. 38 admeasuring 1123 sq. mtrs. (1011 Sq.mts for Residential & 112 Sq.mtrs for Commercial use) given for Block No. 427 admeasuring 1872 sq. mtrs covered in Draft Town Planning Scheme No.53/A (Shilaj-Hebatpur-Thaltej) situate lying and

being at mouje Shilaj, Taluka - Ghatlodia Registration Sub District Ahmedabad-9 (Bopal) and District Ahmedabad The said property is bounded as under.

On or towards East :

On or towards West :

On or towards North :

On or towards South :

Shyam Enterprise a Partnership Firm

through its authorized partner

.....

(THE VENDOR)

In the presence of

1. _____

2. _____

Schedule under the section-32/A of Indian Registration Act

M/s. Shyam Enterprise a Partnership Firm

through its authorized partner

.....

(THE VENDOR)

.....
(The Purchaser)