

:: SALE DEED OF Rs./- ::

THIS INDENTURE OF SALE DEED is made and entered into at Vapi, Tal.: Vapi, Dist.: Valsad, on this ____ day of _____, 2021, BY AND BETWEEN:-

M/S. MAA ASHAPURA DEVELOPERS, A partnership firm represented through its authorised Partner **Shri. Mansukhbhai Vasrambhai Patel @ Manjibhai Vasrambhai Bhesdadia**, age about : 72 years, Business by Occupation, Address at : Near Telephone Exchange, GIDC, Vapi, Tal. Vapi, Dist . Valsad, hereinafter referred to as the “**VENDOR**” (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the present partners and futures partners time to time and their legal heirs, executors administrators and assignees). **OF THE ONE PART**

AND

Ms./Mr./Mrs. age about years, Business by Occupation, Address at:....., Vapi, Tal. Pardi, Dist. Valsad, hereinafter called as “**PURCHASER**” (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his/her/their legal heirs, executors, administrators and assignees) **OF THE SECOND PART.**

WHEREAS the NA land bearing S. No. 475/2/P1/P1, 475/2/P1/P2, 475/2/P4 and 475/2/P5, totally admeasuring of 7182.00 Sq. Mtr.. was purchased by M/s. Maa Ashapura Developers, a partnership firm by executing various sale deeds with its owners.

Thereafter M/s. Maa Ashapura Developers a partnership firm has prepared a building plan applied to the Chief Officer, Vapi Municipality to construct a commercial building upon the above said Non - Agriculture land bearing Survey No. 475/2/P1/P1, 475/2/P1/P2, 475/2/P4 and 475/2/P5, totally admeasuring of 7182.00 Sq. Mtr. on 02/02/2012 and the said application was put up before Town Planning committee meeting held on 20/03/2012. Thereby the necessary construction permission was granted by resolution No. 4/76 and vide order No. Outward No. Construction /Reg.2/Vashi-429/2012-13 dated 16/07/2012.

Thereafter, the said owners has applied to Hon. Mamlatdar, Pardi to amalgamate the above said land bearing S. No. 475/2/P1/P1, 475/2/P1/P2, 475/2/P4 and 475/2/P5, and the said application was granted by Hon. Mamlatdar Pardi and passed necessary amalgamation order No. Jaman/Ektrikaran/Reg.No.65/Vashi/ 2235/13 dtd. 04/09/2013 and as per the said order all the above lands were amalgamated and a new amalgamated S. No. 475/2P1/P1 was given to the said land and amalgamated area H-0-71-82 Sq. Mtr. was given to the said land. The necessary Mutation Entry No. 13047 was carried out on 10/09/2013 and the same was certified by the competent authority.

Thereafter, M/s. Maa Ashapura Developers has completed the construction of “A” type building as per the approved building plan upon 2047.85 Sq. Mtr. Land out of 7182 Sq. Mtr. of the said land and the said building is known as part of “ASHAPURA COMPLEX”. And the necessary building completion certificate was also issued by Chief Officer, Vapi Municipality on 22/12/2014.

Thereafter, Government had Promulgated the revenue record and thereby new Survey No. 3953 is given to old Survey No. 475/2P1/P1. And for which Mutation Entry No. 13917, dated 02/07/2018 was affected in revenue record.

Thereaffter, M/s. Maa Ashapura Developers, a partnership firm have also purchased the land bearing S. No. 463/3, 463/3/P, 463/4, 463/4/P,474/6,474/7, 475/1, 475/3/P1 from its various owners.

Thereafter, the said owner has applied to Hon. Mamlatdar, Pardi to amalgamate the above said land bearing S. No.463/3, 463/3/P, 463/4, 463/4/P,474/6, 474/7, 475/1, 475/3/P1 and the said application was granted by Hon. Mamlatdar Pardi and passed necessary amalgamation order No. Jaman/Ektrikaran/Reg.No.66/Vashi/2235/13 dtd. 04/09/2013 and as per the said order all the above land were amalgamated and a new amalgamated S. No. 463/3 was given to the said land and amalgamated area H-0-85-00 Sq. Mtr. was given to the said land. The necessary Mutation Entry No. 13048 was carried out on 10/09/2013 and the same was certified by the competent authority.

And thereafter, the said owner has made an application to Hon. Collector, Valsad for the NA permission under Sec. 65 of Gujarat Land Revenue Code – 1879 for the said land bearing Survey No. 3859, adm. about 8500 Sq. Mtr. and the said application was granted by Hon. Collector, Valsad and sanctioned the lay –out and gave NA permission for Multipurpose Use

vide his Order No. 1001/25/06/081/77-84/2019, dated 26/12/2019. And by virtue of the said Order a Mutation Entry No. 14467 was carried out in the revenue record on 26/12/2019 and the same was certified by the competent authority.

Thereafter, Government had Promulgated the revenue record and thereby new Survey No. 3859 is given to Block / Survey No. 463/3. And for which Mutation Entry No. 13917, dated 02/07/2018 was effected in revenue record.

Thereafter, M/s. Maa Ashapura Developers has prepared a various type of commercial use building plan and applied to Chief Officer, Vapi Municipality and Vapi Area Development Authority for the construction permission to start construction upon the said land and the said application was granted by Chief Officer, Vapi and given necessary construction permission vide their Rajachitthi No. VAADA/ 21-12-2020/1602055/01/000632/ODPS/198/20-21 dtd. 13/01/2021. The necessary building plan was also approved by Chief Officer, Vapi.

And as mentioned above the “A” type building was already constructed upon 2047.85 Sq. Mtr. land of S. No. 3953 and now only “B” and “C” type building constructed upon the 5617.90 Sq. Mtr. land out of total 15682.00 Sq. Mtr. land of S. No. 3953 & 3859 and the said building is known as **“ASHAPURA COMPLEX” – B & C building**.

AND WHEREAS the purchaser has purchased the under mentioned property in the building known as **“ASHAPURA COMPLEX”**.

Building	Shop/Office No.	Floor	Area in Sq. Mtr.	
			Carpet	Super built up

Constructed upon 5617.90 Sq. Mtr. land out of total 15682.00 Sq. Mtr. land of N. A. Survey **No. 3853 & 3859** situated at Vapi Municipality, Tal.Vapi, Dist.: Valsad (Which is more particularly described in the **‘Schedule - A’** here under written and hereinafter referred to as **“THE SAID SHOP/OFFICE”**).

AND WHEREAS the purchaser and vender has entered in registered Agreement for Sale dated _____ vide registration no. _____ for **“THE SAID SHOP/OFFICE”**).

AND WHEREAS The Purchaser perused deed, documents, papers and writings pertaining to the title of the said land have acquaints his/her/ themself with the title of the said land with construction thereon and have accepted the same. The Purchaser has inspected all the papers, documents, statements, agreements, writings and documents plans specifications, licenses, authorities and all other documents.

AND WHEREAS The Vendor has agreed with the Purchaser for the absolute sale of said of said Shop/Office in free simple and the inheritance for the lump sum consideration of Rs...../- (Rupees Only), which is the present fair market value of the said Shop/Office.

NOW THIS INDENTURE WITNEES THAT in pursuance of the said agreement and in consideration of the said sum of Rs...../- (Rupees Only) being full and final purchase price agreed to pay by the Purchaser to the Vendor as per the following mode of payment.

MODE OF PAYMENT

Sr. No.	Bank Name	Cheque No.	Date	Amount Rs.
1.				
2.				
3.				
4.				
5.				
			Total Rs.	

The purchaser has made the payment by Cheque /DD as above are subject to the realization Cheque/DD and if any of the above cheque is dishonoured then this sale deed stands cancelled.

AND WHEREAS the physical possession of the said Shop/Office is handed over to the Purchaser by the Vendor today and accordingly the Vendor hereby passes the Possession Receipt in favour of the Purchaser by this Deed of Sale and all the rights and privileges whatsoever connected to the said property fields and enjoyed by the Vendor and all the rights, title and

..3..

interest, claim and demand whatsoever of the Vendor into upon the said immovable property and every part thereof is hereby conveyed to the Purchaser by this Deed of Sale.

The vendor do hereby covenant with the purchaser that the Vendor have in themselves good right, full power and absolute authority to sell, grant, convey and assure the said property up to and to the use of the Purchaser, in the matter aforesaid, and the said property shall remain and be to the use and benefit of Purchaser in the manner aforesaid and shall be held and enjoyed by the purchaser without any interruptions, disturbances, claim and demand from the Vendor.

AND WHEREAS the Purchaser has taken the inspection of all the said building plans and all the title clearly and fully satisfied. All the copies of title deeds is also herewith given for their records and the Purchaser hereby acknowledge the same.

The Vendor is absolute owner of the said property and nobody else has any right, title, and interest, claim in the said property and the Vendor have not created any charge over the said property. The Vendor have not sold or gifted or mortgaged this property to any other person or persons or in any way transferred or agreed to transfer the said property to any party nor any or all of them or anyone with the other have borrowed, any moneys from the Government or any land mortgage bank or private money lender or co-operative money lender of co-operative credit society or nationalized or non-nationalized bank or any other party of the security of the said property.

The Purchaser Covenants With The Vendor As Follows :-

- (1) The Purchaser shall not store in the said Shop/Office any goods hazardous or of combustible nature on which are to hereby to effect the structure of the said building.
- (2) The Purchaser shall maintain at his own the property in good condition state and order in which delivered to him and shall abide by all bye-laws, rules and regulations of the Government and any other authorities, and local bodies and shall attend answer, the responsible for all action violations of any of the conditions or rules by laws and shall observe and perform all the terms and conditions in this sale deed. It is also agreed that The Purchaser shall be entered as the member of the society or association constituted by the said building owners and he shall obey all the rules and regulation of the said society or association.
- (3) The purchaser hereby covenant with the Vendor that he shall pay proportionately the expenses of maintaining, repairing etc. of the main structure and in particulars, drainages, gutter and rain all water pipes etc. of the building water pipes and electric fittings in or under of upon the said building enjoyed persuaded by the Purchaser in common with the other occupier of the Shop/Office and the main entrance, passage, landing and staircases or building as enjoyed by the Purchaser or used by them in common as aforesaid and boundary of the building, compound etc.
- (4) The purchaser shall be also liable to contribute in the same proportion share in all expenses incurred or required for the common expenses for repairs tenantable or heavy for maintenance of the electric and water supply, lift repairing, the sewage or drainage, for cleaning sweeping, white wash of the building from time to time. The purchaser also liable to contribute his equal share for the salary of Sweeper, Watchmen and others maintenance charge of the said building.
- (5) The purchaser shall not keep any material in the common places such as landings, staircases, the open terrace, the vacant places of the said plot and the passage leading to the building from the road.
- (6) The Purchaser shall not use the said Shop/Office or any part thereof or permit the same to be used for the purpose of transport godown or any industrial use and also not permitted to park his commercial vehicle in the open space, parking or in front of his shop/office. And the purchaser will be entitled to park only his personal vehicle without disturbing any other shop/office holder.

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(7) It Is further expressly declared and agreed that the terrace and parking space shown as parking in lay out plan shall be exclusive property of the Vendor and the purchaser have only rights to use the said property with the permission of the vendor.

The promoter shall not have any claim over FSI , additional FSI and terrace rights after building use permission has been obtained. Such rights if any will be enclosed by the society of buyers.

(8) The purchaser shall not be entitled to claim partition of his share in the said property and / or said building and shall always remain undivided and importable.

(9) The expenses for executing this sale deed is borne and paid by the Purchaser and in future any deficit, stamp duty that may come for this Deed of Sale, the same shall be borne and paid by the purchaser.

(10) The Purchaser shall bear necessary bills for electricity and other lawful taxes of the said shop from today onwards.

(11) The Purchaser shall neither do any activities which is damaged the building structure nor changed the front elevation of the said building. And if the Purchaser wishes to alter any internal changes then he has to obtain first written permission from the Vendor or his architect. And the purchaser shall use the said Shop/Office property only for the commercial use not for industrial purpose, therefore the purchaser shall not install any heavy machinery in the said shop/office, which is damage or create any vibration which is damage the structure or common wall between two Shop/Office of the building.

(12) All the Government Taxes, Water Taxes, Maintenance, Light Bill and other revenue till the date of the date of possession is paid by the Vendor and thereafter all the Government Taxes, Maintenance , Light Bill and revenues etc. will be paid by the Purchaser as a owner of the said property.

(13) SEVERABILITY

If any provisions 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 of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

14. Dispute Resolution: -

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

SCHEDULE – “ A ”

Description of the Property
(as above referred)

All that piece and parcel of the under mentioned property in the building known as “ASHAPURA COMPLEX” – B and C building bearing....

Building	Shop/Office No.	Floor	Area in Sq. Mtr.	
			Carpet	Super built up

Constructed upon 5617.90 Sq. Mtr. land out of total 15682.00 Sq. Mtr. land of N. A. Survey No. 3853 & 3859, with the propionate share of 8.00 Sq. Mtr. in the said land and situated within Municipal limit of Vapi , Tal. Vapi, Dist.:Valsad with all rights of easement attached thereto...

The four side of the said Shop/Office is as follows :-

- On or towards East :-
- On or towards West :-
- On or towards North :-
- On or towards South :-

IN WITNESS WHEREOF the parties hereto set their respective hands seals on the day and year herein above written.

THE VENDOR :-
For Maa Ashapura Developers, Authorised Partner

Shri. Mansukhbhai Vasrambhai Patel @
Manjibhai Vasrambhai Bhesdadia

THE PURCHASER :-

Mr.....

Witnesses:-

1_____

2_____

Shop/Office No....., in the building, situated on Floor of the building known as “ Ashapura Complex”, located near Telephone Exchange, Char Rasta, Vapi, Tal. Pardi, Dist. Valsad

THE VENDOR :-
M/s. Maa Ashapura Developers,
Authorised Partner

THE PURCHASER :-

Shri. Mansukhbhai Vasrambhai Patel @
Manjibhai Vasrambhai Bhesdadia
