

SALE DEED

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Sale Deed of Shop/Office bearing No. on the Floor of the Building Known as "SHLOK INFINITY" constructed on non agriculture land bearing Final Plot No. 61 admeasuring 3484 Sq. Mtrs. given for Survey no. 247 in T. P. Scheme No. 45 situate, lying and being at Mouje Chanlodiya, Taluka : Sabarmati Registration Sub District Ahmedabad-8 (Sola) and District Ahmedabad at the price of **Rs./- (Rupees only).**

FIRST PARTY

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VENDOR

SHLOK PROPERTIES a Partnership Firm
having its office at SHLOK INFINITY,
C-303A, Ganesh Maridian, Opp. Kargil Petrol Pump,
Sola, Ahmedabad-380060
[PANo: ADEFS 4222 R]
through its authorized partners
1. MR. RAVINDRAKUMAR R. APTEL
aged about adult, Occupation : Business
2. MR. Atul Bachubhai APTEL
aged about adult, Occupation : Business

(Hereinafter in this Deed referred to as "THE VENDOR" or "FIRST PARTY",
Which expression shall unless it be repugnant to the context or meaning thereof
be Deemed to mean and include the said VENDOR and its present and future
partners, administrators successors, legal representatives of the one part.)

SECOND PARTY

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THE PURCHASERS

.....
aged about, Occupation:
Residing at :
(PANo.:)

(Hereinafter in this Deed referredto as "SECOND PARTY" or "THE PURCHAS-
ER", which expression shall unless it be repugnant to the context or meaning
there of be deemed to mean and include the said PURCHASER, and their heirs,
agents,administrators, successors, legal representatives and assigns other part.)

WHEREAS the Vendor herein **SHLOK PROPERTIES** is the absolute owner
and is seized of and otherwise well and sufficiently entitled to the piece or parcel
of land bearing Final Plot No. 61 admeasuring 3484 Sq. Mtrs. given for Survey
no. 247 in T. P. Scheme No. 45 situate, lying and being at Mouje Chanlodiya,

Taluka : Sabarmati Registration Sub District Ahmedabad-8 (Sola) and District Ahmedabad Hereinafter referred as “The Said Land”.

That the Vendor has developed the said land and constructed Commercial building named "SHLOK INFINITY" consisting of Hollow Plinth, Cellar, Ground floor, First Floor to Seventh Floor, lift room and terrace, stair cabin upon it. (herein after referred as the said project).

That Non Agriculture Use permission for Multi - purpose for the said land is granted by District Collector, Ahmedabad by order bearing No CB/JAMIN-2/T.B.K./K-65/chandlodiya / S.N.247/ S.R.74 / 2017 dated 15/07/2017.

That Plan for construction of Commercial units on the said land is by Ahmedabad Municipal Corporation by Case No BLNTI/NWZ/ 010517/GDR/A8445/R0/M1 and Rajachitthi No. 9483/010517/A8445/R0/M1 dated 07/10/2017.

That said NEH NATVARLAL AND OTHERS sold and conveyed said N.A. land bearing Final Plot No. 61 admeasuring 3484 Sq. Mtrs. given for Survey no. 247 in T. P. Scheme No. 45 situate, lying and being at Mouje Chanlodiya, Taluka : Sabarmati Registration Sub District Ahmedabad-8 (Sola) and District Ahmedabad to **SHLOK PROPERTIES** a partnership firm by Sale deed registered before the Sub Registrar of Ahmedabad-8 (Sola) at Serial No 11289 dated 24-07-2017. Mutation Entry to the said effect is made in the revenue record of said land by Entry No 5407 dated 11/08/2017.

The Promoter has registered the project under the provision of the Act with real Estate regulatory Authority at on under registration No.

WHEREAS The Vendor has given copy of the approved plan, Rajachitthi issued by AMC, copy of Sale deed registered in favour of The Vendor, its Index No.2, Form No. 7-12, Form No 6 (Mutation Entries), Copy of N.A. Use permission etc. to the Purchaser herein. The Purchaser has carefully inspected and studied the same and is fully satisfied about them. The Purchaser is satisfied about the clear

and marketable title of the Vendor for the said land and the legality of the construction.

THAT the Vendor has agreed to sell and Purchaser herein has agreed to purchase by way of sale from the said Vendor, Shop/Office No. admeasuring about sq.ft equivalent to sq.mtr Carpet area on the Floor of the Building Known as "SHLOK INFINITY" constructed on the said land and along with undivided proportionate share in the said land and together with right to use common amenities in the said project being constructed on the said land (hereinafter referred to as the said property or the unit) at the price of **Rs./- (Rupees only)**.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the payment of the said sum of **Rs./- (Rupees only)** paid as mentioned below by the Purchaser to the Vendor being the full consideration payable by the Purchaser for the said property more particularly described in the schedule hereunder written; the payment and receipt whereof the Vendor doth hereby admits and acknowledges and of and from the same and every part thereof for ever acquit, release and discharge the Purchaser, the Vendor doth hereby convey, grant, transfer and assure unto the Purchaser ALL THAT piece and parcel of the said premises more particularly described in the schedule hereunder written TOGETHER WITH undivided proportionate right in the compound, sewage, drains, plants, shrubs, ways, paths, passage, commons, waters, water-courses, lights, liberties, privileges, easements, profits, advantages, rights and appurtenances, undivided proportionate common land, margin land and passages etc whatsoever to the said land, and premises or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now hath or any time heretofore usually held, used, occupied or enjoyed or reputed or known as part thereof and to belong or be appurtenant thereto proportionately with other co-owners of the building AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Vendor in to out of or upon the said Office/Shop Premises, proportionate undivided land and premises or any part thereof TO HAVE AND TO HOLD the said Office/Shop and undivided proportionate right in the said land and premises hereby, granted, conveyed and assured or intended or expressed so to

be with their and every of their rights, title, interest, easement and appurtenances UNTO AND TO THE USE and benefit of the purchaser for ever and also subject to the terms and conditions stated in this Deed.

THAT the Purchaser has paid the above stated said sale consideration to words the said property to the Vendor in the manner as stated hereunder:-

Amount paid to the Vendor by Purchaser

Sr.No	Amount (Rs.)	Number and Date of Cheque	Name of Bank & Branch
1	/-	 Dated	, Branch,
Total	Rs..... /- (Rupees Ten Lakh Only)		

That quiet, vacant and peaceful possession of the said property described in Schedule is delivered by THE VENDOR herein to the Purchaser today and the Purchaser acknowledges the delivery of the said property from THE VENDOR in good and proper condition. The said property shall be put to use after obtaining B.U. Permission.

AND THE VENDOR doth hereby for itself, its executors, administrators and assigns COVENANT with the PURCHASER that notwithstanding any act, deed, matter or thing whatsoever by THE VENDOR or any of it present & future partners or their testators or any person or persons lawfully, or equitably claiming by, from, through, under him or them or omitted or knowingly suffered to the contrary THE VENDOR now at the sealing and delivering of these presents good right, full power and absolute authority to allot, grant, release and assure the said property and proportionate undivided right in the land or ground hereditaments and premises hereby granted, conveyed released or assured or intended so to be unto and to the use of the Purchaser in the manner aforesaid and subject to the terms and conditions stated in this deed and also subject to rules, regulations and resolutions of the society/association.

AND THAT THE PURCHASER shall and may at all time hereafter peaceably and quietly enter upon, have occupy, possess and enjoy the said property and receive the rents and profits thereof and of every part there to and for his/its use and benefit without any suit, eviction, interruption, claim or demand whatsoever

from or by them THE VENDOR or any members or any of them or claiming by, from, under or in trust for him or any of them upon fulfillment of and subject to what is stated herein.

AND full and free right, liberty and license for THE PURCHASER/S, their heirs, agents and assigns for the time being of the said property, hereditaments and premises and his or their tenants and servants and all other persons authorized in that behalf by him or them from time to time and at all time hereafter by day and or night (subject to the restriction as may be put by the society/association) for all purposes connected with the use and enjoyment of the said hereditaments to go, return, pass and re-pass with or without vehicles in, along, over and upon the land of common facilities and approaches subject to what is stated elsewhere in this Deed.

Moreover terms and conditions of Agreement for Sale, Conveyance and all other deeds like possession agreement, booking agreement etc. if given, shall also be binding upon the purchaser and its transferee. The Purchaser agrees that though he/she/it has become free, independent and absolute owner of the said property, the said property shall be used, occupied and transferred by him as per rules and regulation that may be framed by the society/association as the case may be. Therefore the use and transfer etc of this property shall be in accordance with the rules and resolutions of the society/association which may be formed.

THIS DEED OF CONVEYANCE FURTHER WITNESSES and it is hereby mutually agreed by and between the parties hereto as under:-

NOW REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

THE VENDOR hereby represents and warrants to THE PURCHASER/S as Follows :

- i. THE VENDOR has clear and marketable title with respect to the project land and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project ;

- ii. THE VENDOR has lawful rights and requisite, approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrance upon the project land or the Project;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and THE VENDOR has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. THE VENDOR has the right to enter into this deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of THE PURCHASER/S created herein, may prejudicially be affected ;
- vii. THE VENDOR has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project, land, including the Project and the said property which will, in any manner, affect the rights of THE PURCHASER/S under this deed;
- viii. THE VENDOR confirms that THE VENDOR is not restricted in any manner whatsoever from selling the Said property to THE PURCHASER/S in the manner contemplated in this deed;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the VENDOR in respect of the project land and/or the project.

NOW THE PURCHASER/S or himself/ themselves with intention to bring all persons into persons into whosoever hands the Said property may come, hereby covenants with THE VENDOR as follows :-

- i. To maintain the Said property at THE PURCHASER/S's own cost in good and tenantable repair and condition from the date that of possession of the Said property is taken and shall not do or suffer to be done anything in or to the building in which the Said property is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Said property is situated and the Said property itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Said property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said property is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damages or likely to damage the staircases, common passages or any other structure of the building in which the Said property is situated, including entrances of the building in which the Said property is situated and in case any damage is caused to the building in which the Said property is situated or the Said property on account of negligence or default of the THE PURCHASER/S in this behalf, THE PURCHASER/S shall be liable for the consequences of the breach.
- iii. To Carry out at his/her/themselves own all internal repairs to the said property and maintain the Said property in the same condition, state and order in which it was delivered by THE VENDOR to THE PURCHASER/S and shall not do or suffer to be done anything in or to the building in which the Said property is situated or the Said property which may be contrary to rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of THE PURCHASER/S committing any act in contravention of the above provision, THE PURCHASER/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Said property or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said property or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said property is situated and shall keep the portion, sewers, drains and pipes in the Said property and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said property is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said property without the prior written permission of THE VENDOR and/or the society or the Limited Company.
- iv. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Said property is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said property in the compound or any portion of the project land and the building in which the Said property is situated.
- vii. Pay to THE VENDOR within fifteen days of demand by THE VENDOR, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Said property is situated.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said property by the Said property by THE PURCHASER/S for any purposes other than for purpose for which it is sold.
- x. THE PROSPECTIVE PURCHASER shall not let, sub - let, transfer, assign or part with interest or benefit factor of this deed or part with the possession of the Said property until all the dues payable by THE PURCHASER/S to THE VENDOR under this deed are fully paid up.

- xi. THE PURCHASER/S shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said property therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. THE PURCHASER/S shall also observe and perform all the stipulations and conditions laydown by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said property in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in the accordance with the terms of this deed. THE PURCHASER/S shall permit THE VENDOR and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xii. THE PURCHASER/S and persons to whom the said property is ultimately transferred, assigned or given possession shall not raise any objection, it the vendor convey any unit of the said scheme for running any hospital, paying guest, gaming zone, cinema, hotel for residence purpose.
- xiii. THE PURCHASER/S agrees and understands that the space for parking of vehicles shall not be used for any purpose other than parking of private or personal vehicles and shall be transferred to the unit holder on execution of this deed of conveyance. THE PURCHASER/S shall not sell, purchase, rent or transfer the space for parking of vehicles in any manner to any third person.
- xiv. THE PURCHASER/S and persons to whom the said property is ultimately transferred, assigned or given possession of shall observe and perform all the rules and regulations, which the society/association may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the units therein and for the observance and performance of the said building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. THE PURCHASER/S shall also observe and perform all the stipulations and conditions laid down by the society/association regarding the occupation and the use of the said property

in the said scheme and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this deed/ bye-laws of the Society/ Association.

- xv. THAT the Purchaser shall keep insured the said property against loss or damage by fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc. in the full value thereof and the purchaser with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the said Service Society or THE VENDOR, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the Unit/Units being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the Unit.
- xvi. That the doors, windows etc. in the said property are made of wood and are likely to be swollen during monsoon due to humidity/damp and thereby can cause some hardship to the purchaser/occupiers. It is due to act of nature. The purchaser/occupier agrees not to claim any damages on that ground.
- xvii. Similarly the purchaser shall also not be entitled to recover any damages due to rusting of stoppers etc. which is usual due to monsoon humidity. Similarly the leakage of water from the toilets, bathrooms is also likely to happen in the said premises as well as from the neighbor and upper units. Leaked water/moisture is likely to appear on the walls of the said Office and that may deteriorate the painting and plaster on the walls. Purchaser is aware that water is a substance which is likely to escape resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons unconnected with construction. Use of Acids for cleanliness, vibration of heavy duty machines, hot water, hard water, rough use, etc. are likely to damage pipelines, tiles and their joints. The joints of flooring tiles and wall tiles are also likely to be damaged by such use. Purchasers agree that THE VENDOR shall not be liable for any damage in the said property due to leakage of water and its various other bad effects.

- xviii. The said building shall always be known as "SHLOK INFINITY" This name shall not be changed under any circumstances by the Purchaser and other unit holders.
- xix. That the Purchaser shall maintain at its own costs the property purchased by the Purchaser in the same good condition, state and order in which it is/will be delivered to the Purchaser and shall abide by all bye laws, rules and regulations of the government, the Ahmedabad Municipal Corporation and Torrent Power Ltd/Gujarat Electric Board (GEB) and any other authorities, local bodies, and Society/Association to be formed for the management of the said Building and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Sale deed.
- xx. The Purchaser shall not alter/change the size and shape of the door, windows, shutters etc and shall not make hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring ceiling etc of the said property. The Vendor has kept proper ducts/space for keeping the A/C units in the Offices. Therefore the purchaser shall not keep/fix his A/C unit at any other place.
- xxi. After obtaining prior written permission of Society/Association, THE PRUCHASR/S shall be entitled to transfer/sell, convey, mortgage, charge or in any way encumber or deal with or dispose of its said Office or to assign, underlet or part with its interest under or benefit of this sale or any part thereof in the said office and such approval shall not be normally denied unless the purchaser/occupier has committed breach or default in compliance of the terms and conditions of this sale deed or any other agreements entered into or rules, resolution etc of the said Service Society and if the purchaser does not pay transfer fees to the said Society/Association and/or if the transfer and/or transferee and/or their activities are not suitable to the Society/association.

The said land is located in Chanlodiya within the limits of **Sola** Police Station of Ahmedabad and is situated outside the area covered by the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from premises in disturbed area Act, 1991 and therefore,

no prior permission of the Collector of Ahmedabad for the transfer of the said property is required to be obtained for this Sale Deed.

THAT the expenses for Stamp Duty, Additional Stamp Duty, Registration fees, miscellaneous expenses, Lawyer's fees etc in respect of this sale deed shall be borne by THE PURCHASER alone. THE PURCHASER shall also be responsible to pay additional stamp duty, registration fees, penalty, fine etc if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act. **THE PURCHASER/S also agrees to pay/reimburse to THE VENDOR the GST Tax if payable in respect of this Sale transaction.**

The schedule above referred to is mentioned hereunder:-

SCHEDULE

All piece or parcel of **Shop/Office bearing No.**admeasuring about **sq.ft** Equivalent to **sq.mtr** of Carpet Area on the Floor of the Building known "SHLOK INFINITY" constructed on the said land and along with undivided proportionate share of Sq. Mtrs. in the said land and together with right to use common amenities in the said project constructed on the non agriculture land bearing Final Plot No. 61 admeasuring 3484 Sq. Mtr. given for Survey no. 247 in T. P. Scheme No. 45 situate, lying and being at Mouje CHANLODIYA, Taluka : Sabarmati Registration Sub District Ahmedabad-8 (Sola) 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 :

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder on this ____th day of _____, 2017 at Ahmedabad.

**SIGNED AND DELEVERED by the
withinnamed FIRST PARTY - THE VENDOR**

SHLOK PROPERTIES a Partnership Firm
through its authorized partners

1. MR. RAVINDRAKUMAR R. PATEL

2. Atul Bachubhai Patel
(THE VENDOR)

WITNESSES:-

[1]_____

[2]_____

SCHEDULE UNDER THE SECTION – 32 (A) OF REGISTRATION ACT

**SIGNED AND DELEVERED by the
withinnamed FIRST PARTY - THE VENDOR**

SHLOK PROPERTIES a Partnership Firm
through its authorized partners

1.MR. RAVINDRAKUMAR R. PATEL

2.Atul Bachubhai Patel
(THE VENDOR)

.....
(The Purchaser/s)