

SALE DEED

Sale of Flat No. ____ , on ____ Floor, in Block _____, admeasuring about ____ sq.ft., equivalent to _____ sq.mts., of carpet area together with ____ sq.ft., equivalent to _____ sq.mts., of balcony area together with ____ sq.fts., equivalent to ____ sq.mts., of utility area in the Scheme known or described as “VRAJANSH DIVINITY”, evolved - to be evolved on a Land situate, lying and being at Dariyapur-Kazipur (sim), Taluka Asarwa, in the Registration District Ahmedabad and Sub District Ahmedabad – 6 (Naroda), Asarwa (sim) bearing City Survey No. 7985, admeasuring about 1051.84 sq.mts. and City Survey No' 7986, admeasuring about 1074.42 sq.mts. of City Survey Ahmeclabad-3, Ward T.P.8, for the consideration of **Rs.** _____/- **[Rupees _____ only]**

SALE DEED

THIS DEED OF SALE MADE AT AHMEDABAD, THIS ____ DAY OF _____, TWO THOUSAND AND _____ BETWEEN

FIRST PARTY : VRAJANSH SMART SPACE LLP (PAN: AAOFV9644D), a Limited Liability Partnership Firm, registered under the provisions of the Limited Liability Partnership Act, 2008, bearing LLP-IN No. _____, on _____, having its office at: 703, Third Eye Vision, Opp. Shivalik Building, IIM Road, Near Polytechnic Cross Roads, Ambawadi, Ahmedabad, represented through its Designated Partner Mr. Hemen Hiren Joshi, hereinafter called "THE PROMOTER" OR "THE DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partners as at present and from time to time and the heirs legal representative, administrators, successors and assigns of the last surviving partner) of the One Part.

SECOND PARTY : (1) _____
THE Age : Major, [PAN No :- _____]
PURCHASER(S) [Aadhaar Card No :- _____]
 Add : _____

(hereinafter called “**Purchaser(s)**” which expression shall unless it be repugnant to the context or meaning thereof be deemed to include (in case of individual/s) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its members as at present and from time to time and their respective heirs, executors and successors and its (HUF’s) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Corporation) its successors and assigns); of the Second Part.

WITNESSETH AS FOLLOWS :

WHEREAS, Vendor is an absolute seizer, owner and possessor of all that piece and parcel of the Non-Agricultural land situate, lying and being at Land situate, lying and being at Dariyapur-Kazipur (sim), Taluka Asarwa, in the Registration District Ahmedabad and Sub District Ahmedabad – 6 (Naroda), Asarwa (sim) bearing City Survey No. 7985, admeasuring about 1051.84 sq.mts. and City Survey No' 7986, admeasuring about 1074.42 sq.mts. of City Survey Ahmeclabad-3, Ward T.P.8, (Hereinafter referred to as the “**Said Land**”).

AND WHEREAS the Ahmedabad Municipal Corporation has sanctioned the Development Plan for construction and development on the said land of City Survey

No. 7985, admeasuring about 1051.84 sq.mts. and City Survey No' 7986, admeasuring about 1074.42 sq.mts. of City Survey Ahmeclabad-3, Ward T.P.8, as per Raja Chitthi, dated _____, bearing No. 02531/260719/A2733/R0/M1 for construction of residential building with flats/apartments. In the sanctioned plan the area of the land has been fixed/stated as 910.96 sq.mts.

AND WHEREAS the Vendors, by various means, assurances and events taken place as stated hereafter have become entitled to the Said Property, more particularly described in the schedule hereunder written.

1. Originally the land of said Survey Nos. 72/1 and 72/2/A (given Final Plots as aforesaid) belonged to one Virendra Bababhai purchased by two Deeds of Conveyance, (i) dated 27th June, 1960, registered with the then Sub-Registrar at Ahmedabad, under Serial No. 5169 from the then owners thereof Bhagwatiprasad Manilal and another and (ii) also dated 27th June, 1960, registered with the then Sub-Registrar at Ahmedabad, under Serial No. 5170 from the then owners thereof Maganlal Bhalubhai and another.
2. Said two Final Plot Nos. 213 and 214 were amalgamated and sub-divided into sixteen residential plots as per plan sanctioned by Ahmedabad Municipal Corporation.
3. Said Virendra Bababhai sold and conveyed the said Plot Nos. 1 and 2 to one Jayendra Manilal Thakore by two Deeds of Conveyance on Sale
 - (a) One dated 24th July, 1967, registered with the office of the then Sub-Registrar at Ahmedabad, under Serial No. 7591, with respect to Plot No. 1 of 1258 sq.mts. and entered in his name in the revenue record. (Reference: Revenue Entry No. 6517, dated 22nd December, 1967).

- (b) Another dated 25th July, 1966, registered with the office of the then Sub-Registrar at Ahmedabad, under Serial No. 8907, with respect to Plot No. 2 of 1285 sq.mts. and entered in his name in the revenue record. (Reference : Revenue Entry No. 6311, dated 25th October, 1966).
4. Both the said plots were adjacent to each other and he put up construction of residential bungalow thereon.
5. It was held by him as his HUF property, Jayendra Manilal Thakore HUF, which consisted of himself as the Karta and Manager, his wife Bharti Jayendra Thakore (Member), his sons Mihir Jayendra Thakore and Nimish Jayendra Thakore, both co-parceners.
6. As per Decree for partition passed on 30th November, 1995 by the Hon’ble City Civil Court in Civil Suit No. 4647 of 1994 in terms of Award given by Shri S.N. Soparkar, Senior Advocate in the matter referred to him for arbitration, the Said Property was given in four parts as follows:

528.09 sq.mts.	Allotted to Mihir Jayendra Thakore HUF. By the said Decree partition of smaller HUF of Mihir Jayendra Thakore is also affected between his family members being his wife, son and daughter, and on such partition given to Mihir Jayendra Thakore.
499.03 sq.mts.	Allotted to Jayendra Manilal Thakore.
498.84 sq.mts.	Allotted to Bharti Jayendra Thakore.

600 sq.mts.	Allotted to Nimish Jayendra Thakore HUF.
-------------	--

7. Said Jayendra Manilal Thakore died on 27th November, 2000 and the said property is entered in the name of his wife Bharati Jayendra Thakore and two sons Mihir Jayendra Thakore and Nimish Jayendra Thakore as his heirs and legal representatives. (Reference : Revenue Entry No. 16272, dated 3rd April, 2010).
8. However, he died, leaving behind his last Will and Testament dated 2nd April, 1993. Under the said Will the said share in the Said Property received by him in partition under the said Decree was bequeathed to his wife, said Smt. Bharti Jayendra Thakoree.
9. Said Bharti Jayendra Thakore also died, and 499.03 sq.mts. received by her under the said Decree in the Said Property and 498.84 sq.mts. by way of bequest from her husband in all aggregating to 997.87 sq.mts. is received by her said two sons Mihir Jayendra Thakore and Nimish Jayendra Thakore in equal share, 498.935 sq.mts. each.
10. With the result the said property at present belong to Mihir Jayendra Thakore and Nimish Jayendra Thakore HUF in the manner as follows:

Share in sq.mts.	Belonged to	Mode of acquisition
528.09	Mihir Jayendra Thakore	Received under the said Decree of Partition.

498.935	Mihir Jayendra Thakore	Received under the Will of Smt. Bharti Jayendra Thakore.
600	Nimish Jayendra Thakore HUF	Received under the said Decree of Partition.
498.935	Nimish Jayendra Thakore.	Received under the Will of Smt. Bharti Jayendra Thakore.

11. Accordingly, Mihir Jayendra Thakore has in aggregate 1027.025 sq.mts. share and Nimish Jayendra Thakore self and HUF has 1098.935 sq.mts. share aggregate to 2125.96 sq.mts. However, the entire property has in the City Survey given two City Survey Numbers 7985 of 1051.84 sq.mts. and 7986 of 1074.42 sq.mts. aggregate to 2126.26 sq.mts. With the result Vendors have proportionate share in proportion to above.
12. Accordingly, the Vendors, Mihir Jayendra Thakore and Mihir Jayendra Thakore Self and HUF became absolute owners, title holders and possessors of the Said Property under sale.

AND WHEREAS thereafter, the said land was purchased and obtained by Promoter from the said Mihir Jayendra Thakore and Mihir Jayendra Thakore Self and HUF through Sale Deed/Conveyance Deed dated 4/03/2021 registered at serial no. _____ before the office of the Sub Registrar Ahmedabad as executed in favour of the Vendor herein.

AND WHEREAS the Vendor floated a scheme/project on the said land situate, lying and being at Dariyapur-Kazipur (sim), Taluka Asarwa, in the Registration District

Ahmedabad and Sub District Ahmedabad – 6 (Naroda), Asarwa (sim) bearing City Survey No. 7985, admeasuring about 1051.84 sq.mts. and City Survey No' 7986, admeasuring about 1074.42 sq.mts. of City Survey Ahmeclabad-3, Ward T.P.8, (herein after referred to as **“Project Land”**), so as to construct and develop scheme/project of residential flats knows as **“VRAJANSH DIVINITY”**, hereinafter referred to as **“said Scheme/Project”** and initial plans and layouts of Said Scheme/Project in respect of the Project Land were approved by Ahmedabad Municipal Corporation vide final Commencement Letters (Rajachitthi) dated _____ ;

Thus, permission to develop the Project Land was obtained by Vendor and it had also caused to be constructed common internal roads, common plots and gardens, common street lights and water connections and all other common amenities, herein after referred as **“Common Facilities and Amenities”**, within part and portion of the Said Land, herein after referred as **“Common Area”**.

AND WHEREAS the Vendor has registered said project vide registration No. _____, dated _____ under RERA, 2016.

AND WHEREAS a Society/Company/Maintenance Entity by way of any name, may be formed/engaged, at sole discretion of Vendor, with objects of holding the common facilities and amenities, services, common infrastructure and common open areas and also to manage, maintain, monitor, replace, up-grade, etc., the Common Facilities and Amenities within Project Land. The said Society/Company/Maintenance Entity is hereinafter referred to as **"Maintenance Entity"**.) Every Allottee of the apartment, plot or building as the case may be, shall participate towards the formation of an association or society or cooperative society of the allottees, or a federation of the same.

AND WHEREAS the Vendor had entered into or intends to enter into, separate sale deeds for each flats, with many other purchasers in the said Scheme.

AND WHEREAS the Purchaser approached the Vendor/Developer, for the purpose of acquiring a flat within said Scheme “VRAJANSH DIVINITY”, so developed on the Project Land. The Purchaser has perused, studied and understood the agreements, documents, papers, writings relating to the acquisition of the Said Land, plans and specifications of the said Scheme/Project and particular unit purchased through this Deed as well, together with other records, papers and particulars referred to therein. The Purchaser has also verified the titles of the Project Land and Units so developed thereon, through his/her/their Legal Advisors and after satisfying himself/herself /themselves has decided to purchase the Scheduled Property as defined hereunder. In future the Purchaser is not entitled to raise any objection or query regarding the titles, measurement, location and situation etc of the Scheduled Property, the Said Scheme and the Said Land.

AND WHEREAS the Purchaser has entered into an Agreement dated _____ with the Vendor/Developer (hereinafter referred as “**said Agreement**”) and booked/reserved for him/her/it/them a Flat No. ____, on _____ Floor, in Block _____, admeasuring about _____ sq.ft., equivalent to _____ sq.mts., of carpet area together with _____ sq.ft., equivalent to _____ sq.mts., of balcony area together with _____ sq.fts., equivalent to _____ sq.mts., of utility area in the Scheme known or described as “VRAJANSH DIVINITY”, together with undivided share in the land admeasuring about _____ square meters, more particularly described hereunder by **First Schedule and herein after referred to as “Scheduled Property”**, together with non-exclusive right to use Common Facilities and Amenities, Common Area etc.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the consideration of the sum of **Rs.** _____/-(**Rupees** _____ **only**) as paid on or before execution of this present, by the Purchaser to the Vendor/Developer as per the details given in the Second Schedule of this present, which amount being the full consideration payable by Purchaser to Vendor/Developer as per the mutual understanding, the payment and receipt whereof the Vendor/Developer do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser; the Vendor/Developer doth hereby grant, convey, transfer and assure unto the Purchaser ALL THAT Scheduled Property more particularly described in the **First Schedule** hereunder written TOGETHER WITH all deeds, documents, writings, vouchers and other evidences of title relating to the Scheduled Property, AND ALL THE ESTATE right, title, interest, possession, benefit, claim and demand whatsoever at law and in equity of the Vendor/Developer in, to, out of or upon the Scheduled Property, hereditaments or any part thereof TO HAVE AND TO HOLD all and singular the Scheduled Property hereby granted, conveyed, transferred and assured and intended or expressed so to be with their and every of their rights, members, easements and appurtenances, UNTO AND TO THE USE and benefit of the Purchaser for ever as full and absolute owner.

THAT the quiet, vacant and peaceful possession of the Scheduled Property shall be delivered by the Vendor/Developer to the Purchaser along with right to use the common facilities and amenities, subject to Building Usage (BU) permission or any other approval/permission as may be required, is made available by the competent authority, as per the terms and conditions of the said Agreement and other terms and conditions as may be decided hereafter from time to time. The Purchaser unconditionally agrees to sign Possession Receipt cum Undertaking as per the requirement of Vendor/Developer. Thus the Purchaser has purchased the Scheduled

Property with the said terms and conditions as mentioned in the Said Agreement as referred hereinabove, Purchaser or its successors/nominee shall irrevocably abide by the all applicable terms and conditions as and when decided by Developer/Maintenance Entity in future, the Purchaser will not be entitled to raise any dispute or to create any legal complication on the documents executed by Purchaser. The Purchaser can sell, transfer, let, sub-let, lease or otherwise transfer the Scheduled Property to any other person only after obtaining written consent from Vendor/Developer or from any Maintenance Entity, as may be nominated by Vendor/Developer only after payment of transfer fees as may be decided by Vendor/Developer/ Maintenance Entity in future.

THAT the Purchaser agrees, confirms and records that it has been given full, free and complete inspection of the relevant documents in the matter of purchase of the Scheduled Property and relevant permission obtained from various authorities, sanctioned plans for documents, papers writings for verification of title etc. and same are verified by the Purchaser. Purchaser hereby confirms that he shall not be permitted to raise any special or general requisition or objection in any matter relating to the same. It is clearly understood that the Purchaser has agreed to accept title to the Scheduled Property.

THAT the Purchaser shall not without the written permission/NOC of the Developer/Maintenance Entity, let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the Scheduled Property nor assign, underlet or part with his interest or the benefit under this deed or any part thereof in respect of the Scheduled Property, for the benefit of the Scheme and other Tenement/Row Houses owners in the Scheme and such permission/NOC shall be subject to payments, by the Purchaser, of all dues if any and transfer fees as may be decided time to time by Developer/Maintenance Entity, in respect of the Scheduled

Property and also subject to the rule, regulation, terms and condition as may be fixed or decided by the Developer/Maintenance Entity.

AND the Vendor/Developer does hereby for themselves, their respective heirs, legal representatives, executors and successors COVENANT with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor/Developer or any of their predecessors - in - title or any person or persons lawfully, or equitably claiming by, from, through, under or in trust for them or any of them made, done, committed, omitted or knowingly or willingly suffered to the contrary they, the Vendor/Developer now hath in themselves, at the time of selling and delivering of these presents, good right, full power and absolute authority to grant, release, convey and assure the Scheduled Property hereby granted, conveyed, released and assured or intended so to be unto and to the use of the Purchaser.

AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have occupy, possess and enjoy the Scheduled Property and receive the rents, issues and profits thereof and of every part thereof unto and for its use and benefit without any suit, lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any of their predecessors – in – title or the heirs of the Vendors or the heirs of the predecessors – in – title, or by any person or persons, lawfully or equitably claiming by, from under or in trust for them or any of them.

AND FURTHER, the Vendor/Developer having lawfully or equitably claiming any estate, right, title or interest at law or in equity in the Scheduled Property hereby granted, conveyed, transferred or assured or any part thereof, by, from, under or in trust for them, and every part thereof hereby sold, granted, conveyed, transferred and assured unto and to the use of the Purchaser in the manner aforesaid.

NOW THIS INDENTURE FURTHER WITNESSETH that in consideration of the aforesaid premises and as per covenant for further assurances contained hereinabove, the Vendor/Developer hereby irrevocably authorises, nominates, constitutes and appoints the Purchaser or any person appointed by it, in their (Vendor's) name and on their (Vendor's) behalf and in all and every other capacities in which they may have or can be said to have in law, fact or equity share, right or interest in the Scheduled Property, to do, execute and perform all acts, deeds, matters and things as the nature and circumstances may require or the Purchaser may deem fit for more properly, legally, absolutely vesting the Scheduled Property, in its favour as intended or expressed to be herein, including to execute and register further and other assurance, agreements, supplementary writing, rectification regarding any matter or thing herein, papers and writings AND FURTHER to appear before the office of the appropriate Sub Registrar and also to admit execution thereof and to do all acts, deeds, matters and things as may be necessary or proper for registration thereof, AND FURTHER to commence, carry on or defend all actions, suits or other proceedings touching the Scheduled Property or any part thereof and to appear and represent in any court and before all judicial, revenue, municipal, town planning, or other authorities whatsoever and if the said Purchaser think fit to compromise, refer to arbitration, submit to judgment, discontinue or become non suited in any action, suit or proceedings and to declare and affirm all complaints, written statements, affidavits, petitions and other necessary pleadings, AND FURTHER to examine, adjust and settle all accounts and reckonings with any person or persons whomsoever and to receive the balance if any with respect to the Scheduled Property AND generally to do any act, deed, matter or thing with respect to, touching to or concerning the Scheduled Property AND FURTHER to delegate all or any of the powers and authorities contained herein to any person or persons whomsoever AND all and every liabilities, responsibilities and consequences, civil, criminal, financial

or any other arising on exercise of any of these powers and authorities shall belong to the Purchaser.

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.

THE PROMOTER SHALL NOT HAVE ANY CLAIM OVER ADDITIONAL FUTURE F.S.I TERRACE AND COMMON AREA RIGHT AFTER BUILDING USE PERMISSION HAS BEEN OBTAINED. SUCH RIGHTS IF ANY WILL BE ENCLOSED BY THE SOCIETY OF BUYER.

The Allottee 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and By-laws for the time being of the concerned local authority and of Government and other public bodies .The Allottee shall also observe and perform all the stipulations and conditions laid down by the society /Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes ,expenses or other out –goings in accordance with the terms of this Agreement.

All expenses for Stamp Duty, Registration Fees, miscellaneous expenses, in respect of these presents have been borne and paid by the Purchaser. Any direct or indirect tax liabilities in respect of this transaction, as a sale or otherwise either as a whole or in part or for use of Common Facilities and Amenities shall be born by Purchaser on demand at any time. All payments herein are net of all taxes. Also, Revenue tax, Cesses, Service Tax or any other statutory charge or tax shall be born by the Purchaser henceforth.

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 Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

-: THE FIRST SCHEDULE ABOVE REFERRED TO :-

-: THE SAID PROPERTY :-

ALL THAT piece or parcel of land or ground, hereditaments and premises, situate at Asarwa (sim), Taluka Asarva, in the Registration District Ahmedabad and Sub District Ahmedabad-6 (Naroda), bearing City Survey No. 7985, admeasuring about 1051.84 sq.mts. and City Survey No. 7986, admeasuring about 1074.42 sq.mts. of City Survey Ahmedabad-3, Ward T.P.8 Asarwa with constructions of residential houses/bungalows standing thereon, Final Plot No. 213+214, Sub Plot No. 1 of 1258 sq.yds., and Sub Plot No. 2 of 1285 sq. yds. Of Town Planning Scheme No. 8 and the said City Survey lands are bounded as follows, that is to say on or towards the –

	City Survey No. 7985	City Survey No. 7986
North By	City Survey No. 7986	T.P. Scheme No. 17, Final Plot No. 73/2
South By	City Survey No. 7984	City Survey No. 7985
East By	T.P. Road	T.P. Road
West By	City Survey No. 7987 and Road	City Survey Nos. 7988 and 7987.

AND delineated with red coloured boundary line on the plan annexed herewith.

SECOND SCHEDULE - “Scheduled Property ”
THE SECOND SCHEDULE ABOVE REFERRED TO:-

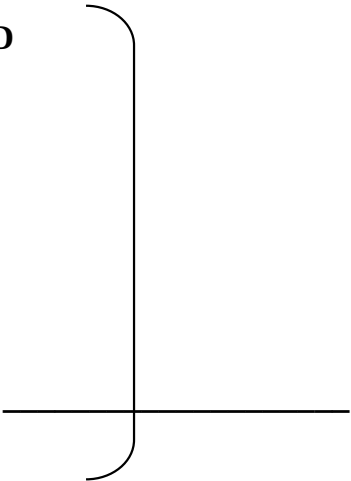
ALL THAT, Flat/office bearing No._____, at _____ Floor, admeasuring about Sq. Metres or _____ Sq.feet. of usable constructed Carpet Area, together with undivided share admeasuring about _____ square meter , non-exclusive right to use Common Areas of residential Shops, so included within Project known as “VRAJANSH DIVINITY” constructed and developed on the Said Land more particularly described in the First Schedule hereinabove, with undivided land share as may be calculated and conveyed in conveyance deed / sale deed and bounded by as follows.

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

-: THE THIRD SCHEDULE ABOVE REFERRED TO: -
(PAYMENT DETAILS)

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their
respective hands hereunder on this _____ **day of** _____, 202__ at
Ahmedabad.

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED
FIRST PARTY :
VENDOR/DEVELOPER
Vrajansh Smart Space LLP
Through Its Designated Partner
Mr. Hemen Hirenkumar Joshi



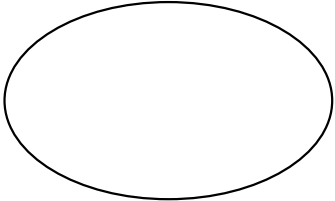
In the presence of following two

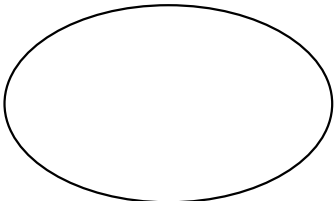
Witnesses:

1) _____

2) _____

SCHEDULE AS PER THE SECTION 32 (A) OF REGISTRATION ACT.

<u>SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
<u>FIRST PARTY</u> <u>VENDOR/DEVELOPER</u> VRAJANSH SMART SPACE LLP through its Designated Partner _____ Mr. Hemen Hirenkumar Joshi		

<u>SECOND PARTY</u> <u>PURCHASER</u> _____		
--	--	---

Witness:

1. _____

2. _____

**Photograph of Unit No. ____ Admeasuring About
____ Square Yard. (____ Sq. Mtrs) Property Photograph Size 5 X 7**

**Property Address : Unit No. - ____ VRAJANSH DIVINITY, Shahibaug,
Ahmedabad.**

First Party Vendor

Second Party Purchaser

_____	_____
Vrajansh Smart Space LLP	Purchaser

**Photograph of Unit No. ____ Admeasuring About
____ Square Yard. (____ Sq. Mtrs) Property Photograph Size 5 X 7**

**Property Address : Unit No. - ____ VRAJANSH DIVINITY, Shahibaug,
Ahmedabad.**

First Party Vendor

Second Party Purchaser

Vrajansh Smart Space LLP