

SALE DEED

For constructed property of **Flat/Unit No.**___ admeasuring carpet area of___**Sq. Mtrs., Balcony area/ verandah of ___ Sq. Mtrs and Wash Area of ____Sq. Mtrs** consisting of Showroom & offices, (_____Sq. Mtrs. Built-up Area as per plans approved byAMC) on_____floor of along with undivided landshare _____Sq. Mtrs. in total land of the scheme of Commercial units known as “**SANAND SQUARE PROJECT**” located at – Sanand, Taluka Sanand, District Ahmedabad is under construction on the non-agricultural land bearing Final Plot No.26/6, admeasuring 1555 Sq. Mtrs. (allotted in lieu of S.no: 19/6 admeasuring 2592 sq. mtr.), all of T.P. Scheme No. 03 situate, lying and being of Mouje Village SANAND, Taluka Sanand, Registration District Ahmedabad and Sub Districtof

AHMEDABAD – for Rs. _____

(Rupees

_____**Only).**

**First Party :-
(Land Owners)**

**1. Vasantbhai M Patel
(PAN NO.AGTPP7881R)**

An Individual having its residential address at 11, Madhuvan Bungalows, Sola Ahmedabad : 380060.Rina Sunit Chokshi

**2. VIVEKKUMARCHANDRAKANT PATEL
(PAN NO: AMZPP4165A)**

An Individual having its residential address at 06, Pushpkunj Bungalows, Science city Road, Sola, Ahmedabad- 380060.

**3. Mr. ALKESH KANTILAL PATEL
(PAN NO: AGCPP9299C)**

An Individual having its residential address at 39, Pushpak Bungalows, Ghodasar, Ahmedabad - 380050.

**4. Mrs. GARGI NAISHADH SHAH
(PAN NO: AIMPS3566P)**

An Individual having its residential address at Ram krupa Bungalows, Nr. Vijay char rasta, Navrangpura, Ahmedabad : 380009.

**5. Mr. SAHIL NAISHADHBHAI SHAH
(PAN NO: BQKPS9913F)**

An Individual having its residential address at Ram krupa Bungalows, Nr. Vijay char rasta, Navrangpura, Ahmedabad : 380009.

Hereinafter referred to as “the Vendor” and/or “First Party” in this deed, that expression shall mean and include the vendor, company and its partners, authorized signatory, transferees, attorneys and their legal heirs, successors, executors, administrators, assignees at present and from time to time.

CONFIRMING PARTY: (DEVELOPER)

SANAND SQUARE PROJECT(AOP)(PAN NO. AATAS2496Q) an AOP registered as on 07th June 2017 having its corporate office at Opp. Hazari Mata temple, Viramgam road, Sanand, Dist – Ahmedabad. Represented through authorized member **VASANTBHAI MAFATLAL PATEL**- Adult, Hindu by Cast, residing at 11, Madhuvan Bungalows, B/h Fun point club, sola, Ahmedabad-380060.

PURCHASER:-

(1) _____ **PanNo.**_____

Aged____years, Occupation Business/Service, Hindu by Religion,

Residing _____ at _____ –

_____.

(2) _____ **PanNo.**_____

Aged__years, Occupation Business/Service, Hindu by Religion, Residing at

Hereinafter referred to as the Purchaser and/or Sale Purchaser in this deed that expression shall unless it be repugnant to the context means and includes the Sale Purchaser and his/her/their legal heirs, successors, executors, administrators, assignees and transferees etc

WHEREAS

- 1) The constructed property of **Flat/Unit No.**__ __ admeasuring carpet area of**Sq. Mtrs., Balcony area/ verandah of Sq. Mtrs and Wash Area of Sq. Mtrs**consisting ofShowroom and offices,(____Sq. Mtrs. Built-up Area as per plans approved by AMC) on_ floor of along with undivided land share____Sq. Mtrs. in total land of the scheme of

commercial units known as “ **SANAND SQUARE PROJECT**” located at – Sanand, Taluka Sanand, District Ahmedabad is under construction on the non-agricultural land bearing Final Plot No.26/6, admeasuring 1555 Sq. Mtrs. (allotted in lieu of S.no: 19/6 admeasuring 2592 sq. mtr.), all of T.P. Scheme No. 03 situate, lying and being of Mouje Village SANAND, Taluka Sanand, Registration District Ahmedabad and Sub District of which is more particularly described in the schedule hereunder written, hereinafter referred to as “the said property” which is hereby sell by Vendor to the Purchaser by virtue of this deed.

- 2) And whereas the Hon. District Collector, Ahmedabad has granted Non-Agriculture Use Permission for the land bearing Final Plot No. 26/6 (allotted in lue of S.no: 19/6 admeasuring 2592 sq. mtr.) for Commercial purpose by their Order No. CB/CTS/NA/SR-948/2011, dated 30/04/2012 and also entry to that effect has been entered in the revenue records by Mutation Entry No. 5771 on 2015

- 3) Thereafter the Promoter herein has purchased the non-agricultural land bearing Final Plot No.26/6, admeasuring 1555 Sq. Mtrs. (allotted in lue of S.no: 19/6 admeasuring 2592 sq. mtr..) of T.P. Scheme No.03 of MoujeSanand from Dilip Singh N. Sisodiya and others through a sale deed, duly registered in the office of the sub- registrar of Ahmedabad – on date 08/07/2015 under Serial No.000 and also entry to that effect has been entered in the revenue records by Mutation Entry No.5771 on 2015

And whereas the Vendor herein has prepared layout and building plans for proposed construction of scheme for 35 COMMERCIAL units and submitted it before the authority of AMC, upon which AMC has sanctioned the same and also issued a Development Permission vide commencement certificate no: PRM/122/6/2017/541

- 4) Thus the Sale Vendor has got sanction of necessary plans, permissions as well as approvals and organized a scheme of Residential/Commercial Shops/Offices on said land in the name of “ **SANAND SQUARE PROJECT** ” consisting of 1Basement, a Ground floor and 5 floors thereon as per plans and permissions granted by the above competent authorities and as per specificationspreparedby_____and also the said authority of has issued B.U. Permission on dated
_____ under Letter No.Use/CMP/, dated
_____.
- 5) whereas the Promoter has registered the said project “ **SANAND**

SQUARE PROJECT” with the Real Estate Regulatory Authority under provisions of the RERA under Registration No. _____ dated _____.

- 6) Purchaser herein has made contact of the Vendor to purchase the said property being **Flat/Unit No.** measuring carpet area of _____ **Sq. Mtrs., Balcony area/ verandah of _____Sq. Mtrs and Wash Area of _____Sq. Mtrs** consisting of Showroom & offices, (_____Sq. Mtrs. Built-up Area as per plans approved by AMC) on _____ floor of along with undivided land share _____ Sq.Mtrs.in total and of the scheme of commercial units known as “ **SANAND SQUARE PROJECT** ” and he/she understood very well to behave in accordance with clarifications finalized during discussions with the vendor by virtue of Agreement For Sale, duly registered in the Office of the Sub Registrar of Ahmedabad – on dated _____ under

Serial No. _____ AND after verification of Title Clearance Certificate/Title Report, non-agricultural use permission, building plans, construction/development permission etc legal documents pursuant to above referred project land of the said scheme and also understood Built-up Area as well as Carpet Area of the said property AND after satisfaction of purchaser in all above matters, the purchaser has requested vendor to convey said property to him/her following conditions of above Agreement For Sale, the sale vendor hereby sold and conveyed said property to the sale purchaser, whichever more particularly described in the schedule hereunder AS IS WHERE IS basis for a lump-sum amount of

Rs. _____ (Rupees _____ Only) whichever paid by the Purchaser to the Vendor and therefore the Sale Vendor hereby executed this Sale Deed for said property

in favour of Sale Purchaser and also handed over vacant peaceful and physical possession of the said property to Sale Purchaser today, that has been accepted by the Sale Purchaser onsite.

Details of consideration received by the Sale Vendor

Amount (InRs.)	Cheque Number	Cheque Date	Name & Branch of the Bank
_____	Rupees _____ Only		

Thus in the view of above, sale vendor has received total sale consideration amount of **Rs. _____ (Rupees _____ Only)** for this sale, and hereby acknowledge the receipt thereof, therefore no such amount remains to receive for the said property and also do not have any dispute clash and/or objection with sale purchaser in that regard.

- 7) Sale Vendor has allowed sale purchaser all those rights touse underground & overhead water tanks, pipe line, gutter, Suez, right to bring electric line, television line, telephone line etc and usage rights of common lights, common roads with respect to proportionate undivided land share by virtue of this deed. And all sale purchasers of units of said scheme shall have joint ownership of all such amenities pursuant to their undivided proportionate land share.

- 8) Sale Purchaser hereby entitled to use, enjoy, occupy, possess, hold, sale, gift, mortgage, assign or do as his/her wish with the said property till the SUN and MOON shines AND right now neither partners, authorized signatory person, representative of the Vendor-Company nor any heirs, successors, executors, administrators shall have any type of right, share, interest and/or concern upon the said property or any part thereof.
- 9) All type of government taxes, AMC tax, betterment tax, special tax, education cess, electricity bill etc of the said property have been paid by the vendor till today AND hereinafter all type of such taxes, charges and cesses together with administration expenses as well as any taxes, levies whatever apply in future by the government authority hereinafter, those will be paid by the Purchaser.
- 10) Vendor hereby assure, indemnify and faith the purchaser that the Vendor has not agreed to sell, convey, gift, mortgage neither the said property entirely nor any part thereof, more particularly described in the schedule hereunder written and also not executed any banachitthi, Agreement for Sale, deed or any other document in this regard in favour of anybody and accordingly not transferred and/or assigned the said property. Further the vendor has not obtained loan assistance from any government semi governmentor

private banks / institutions / organizations and accordingly not created any type of lien, charge or encumbrance on the said property. Further the sale vendor hereby indemnifies the purchaser that nobody except the vendor shall have any type of right, share or interest in the said property towards any kind of charges, conjugal, matrimonial rights thereon and thus the vendor has totally clear, marketable and salable rights and titles of the said property and with such assurance, trust and faith, purchaser has purchased the said property.

- 11) Sale Purchaser becomes entitled to transfer the said property in his/her name in concerned government semi government records on the basis of this sale deed however vendor shall co-operate the purchaser to provide necessary consents, signatures and documents etc whatever requires for transfer the said property in the name of purchaser regarding entering name of the Sale Purchaser in records of Electricity Company / Ahmedabad Municipal Corporation, revenue record, other government semi government and regional institutions and offices being owner and occupier of the said property.
- 12) By virtue of this sale deed, said property falls in absolute ownership and possession of the purchaser without interruption of anybody therefore neither partners of the Vendor-Company nor any

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heirs, successors, executors, administrators shall have any type of right, share, interest on the said property.

- 13) Purchaser has visited personally scheme “ **SANAND SQUARE PROJECT**” constructed by Vendor and also checked all necessary papers of the scheme such as information given by the sale vendor, sale deeds, revenue records, various orders of non-agricultural use permission, rights and titles of the said land, agreements, deeds and other relevant papers / documents himself / herself as well as through expert person / advisor / institution and further the sale purchaser has personally observed construction of the said property amongst all units of the scheme together with all other amenities, materials used for the construction, quality of construction, efficiency, measurements, size and area of the unit as well as common facilities provided in the scheme such as parking, amenities etc himself/herself as well as through expert person/advisor, and sale purchaser satisfied with all such information and do not have any objection dispute or complaint in that regard and thereafter agreed to purchase said property and made full payment to vendor herein.
- 14) **Purchaser shall have common right with other purchasers / members of the scheme, to use or utilize all common amenities like water bore, water pump, pipelines, electric lines and facilities like common roads, ways, common lift, common parking, streetlights, common lights, marginal space, terrace**

etc provided and security guards sweepers etc employed in the scheme. SANAND SQUARE PROJECT Co-Operative Housing Service Society Limited (Registration No.() is formed for proper administration and management of common amenities and facilities of scheme “ SANAND SQUARE PROJECT ” and it is compulsory for each & every purchasers of the scheme to become member of this service society and binding with all byelaws, rules, regulations, resolutions formed & constituted by the service society from time to time and accordingly purchaser of said property has to obtain necessary no due, no objection certificate from said service society at the time of selling said property with a condition that proposed purchaser shall have to binding with all byelaws thereof as above. That purchaser or owner of said property from time to time shall have to use said property only for Commercial Unit and not for any other purpose however if anybody do acts versus such byelaws, rules & regulations, resolutions of the service society, concerned user and/or owner of said property will be responsible for the same. As per the provisions of the said Act, the undivided proportionate title in the common areas and Common Parking of the said Project shall be transferred to the Management Body formed for the management and maintenance of common facilities of said Project

- 15) Vendor has constructed the scheme “ SANAND SQUARE PROJECT” as per rules, plans, permissions and specifications approved by the competent authority however if the building damages caused to any natural or artificial calamities, purchasers/members of the entire building will be stand responsible for the same entirely, and sale

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vendor shall not be liable for any type of damages or destroy that is accepted by the sale purchaser, therefore it is understood and confirmed by the purchaser that it is purchaser's liability for any type of additional and extra alterations, changes made in the said property and further purchaser indemnified the vendor that he/she cannot raise any type of dispute, claim, objection, argument, hitch or hindrance against the vendor in this regard.

- 16) It is accepted by Sale Purchaser that, Sale Vendor shall not be stand responsible for any type of alterations, materials used for changes instructed by the Purchaser, and also Purchaser has observed and checked all such actions done by the Vendor however the Vendor shall not be responsible for the same and hereinafter Purchaser cannot create any type of dispute, quarrel or clash with Vendor in this respect.
- 17) Sale Vendor shall not be stand responsible regarding common maintenance charges amount of the scheme notwithstanding all buyers /members/purchasers of the scheme will have joint responsibility for preservation and maintenance of common amenities / facilities of the scheme like water bore, water pipes, underground & overhead water tanks, lift, common lights, street lights, stair case, common marginal areas, common plot, roads, ways, common parking, security cabin etc and also all buyers/members/purchasers of the scheme/service society have to

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pay maintenance charges/expenses monthly, quarterly, half yearly or yearly annual maintenance charges/expenses are to be deposited as instructed by said service society and also the purchaser agreed and indemnified to do so.

- 18) Name, Colour, Elevation, Structure, Exterior, Common Area etc of the scheme “ **SANAND SQUARE PROJECT**” never can be changed in future without prior written permission of the vendor herein, however if any type of change made, that will be considered illegal and further the vendor shall be is remove the same at risks and expenses of the members however any type of argument, dispute, objection, hitch or hindrance of members will not be accepted or considered, and that time any type of objection, dispute of the Purchaser should not be accepted and/or considered.
- 19) Papers related to the said property such as Xerox copy of approved plan, permission and copy of sale deeds for entire land of the scheme, copy of N.A. Order, copy of Village Form No.7/12, Entries of Register of Rights and Title Clearance Certificate etc have been handed over by sale vendor to the sale purchaser along with original of this Sale Deed.
- 20) All expenses for this Sale Deed of the said property such as stamp duty, registration fee, valuation & outstanding stamp duty,

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advocate fee and other allied miscellaneous expenses thereto are to be borne by Sale Purchaser only.

- 21) Sale Vendor and Sale Purchaser herein have mutually understood their liabilities under provisions of the RERA Act (Real Estate (Regulation & Development) Act) and thereafter they have willingly executed this deed with theircleverness.

All the terms and conditions relating to any matter as agreed into the agreement for sale dated_____executed between the parties shall continue to be valid and binding to the parties Unless otherwise agreed in this saledeed.

- 22) In any case of Dispute between VENDOR and PURCHASER, first try of Dispute Resolution would be done Mutually, in other case the dispute resolution would be Governed / Solicited by Gujarat RERA Authority as Per RERA ACT 2016 and Gujarat RERA General Rules 2017 and its Amendment thereafter.
- 23) The promoter shall not have any claim over additional Future F.S.I. , terrace and common area rights after Building Use Permission has been obtained. Such rights, if any, will be enclosed by the society of buyers.
- 24) If any provision 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

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

SCHEDULE

(Description of the said Property)

ALL THAT piece or parcel of the constructed property of **Flat/Unit No.** admeasuring carpet area of **Sq. Mtrs., Balcony area/ verandah of Sq. Mtrs and Wash Area of Sq. Mtrs** consisting of Showroom and offices (_ Sq. Mtrs. Built-up Area as per plans approved by AMC) on _ floor along with undivided land share Sq.Mtrs. in total land of the scheme of commercial units known as “ **SANAND SQUARE PROJECT**” located at – Sanand, Taluka Sanand, District Ahmedabad is under construction on the non-agricultural land bearing Final Plot No.26/6, admeasuring 1555 Sq. Mtrs. allotted in lue of S.no: 19/6 admeasuring 2592 sq. mtr..), all of T.P. Scheme No.03 situate, lying and being of Mouje Village **SANAND**, Taluka Sanand, Registration District Ahmedabad and Sub District of **AHMEDABAD** .

Details of four boundaries of said property are:

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Towards East :

Towards West :

Towards North :

Towards South :

Thus the said property referred to above having details of numbers, area, measurements and four boundaries as above together with all undivided proportionate land share and rights allowed in common amenities of the said scheme “ **SANAND SQUARE PROJECT**”.

Sale Deed referred to above is executed by the parties herein willingly after reading, thinking and understanding the same without any kind of threatening or pressure of any body and with cleverness and in full sense of physical and mental fitness, which is agreed and bound to the sale vendor and partners, designators, authorized persons of sale vendor and their successors, executors, administrators, transferees and assignees.

Executed on today on this _____ day of _____ – Two Thousand at AHMEDABAD.

Vendor

within named Through its Members,

(1) _____

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They have subscribed their signatures in the
Presence of two witnesses mentioned below.

1) _____

2) _____

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SCHEDULE

Under Section - 32(A) of The Registration Act

Vendor:(Land Owner)

Photograph

L.H.Thumb

Impression

An Association of Person through its members

1. VASANTKUMAR MAFATLAL PATEL
2. VIVEKKUMARCHANDRAKANT PATEL
3. Mr. ALKESH KANTILAL PATEL
4. Mrs. GARGI NAISHADH SHAH
5. Mr. SAHIL NAISHADHBHAI SHAH

CONFIRMING PARTY: (DEVELOPER)

SANAND SQUARE PROJECT(AOP)

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Purchaser:

Photograph

L.H.Thumb

Impression

(1)_____

(2)_____

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Photograph-01 of the property for identification

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**Postal Address of property: Flat/Unit No. ____, THE
SANAND SQUARE PROJECT,**

Sanand, Ahmedabad.

Vendor:

Developer:

Purchaser:

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Photograph-02 of the property for identification

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Postal Address of property: **Flat/Unit No. ____**, THE
SANAND SQUARE PROJECT,
sanand, Ahmedabad.

Vendor: **Developer:** **Purchaser:**

ANNEXURE-A

(Copy of Registration Certificate obtained from
Real Estate Regulatory Authority)

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ANNEXURE-B

(Copy of Title Clearance Certificate/Report)

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ANNEXURE-C

(Copy of Layout Plan, Design, Specification, Common Area, Common Facilities and Common Amenities and Map of said Property)

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ANNEXURE-D

(Copy of Fixtures, Fittings and Amenities to be provided in the said Flat
and Building as well)

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