

:: SALE DEED ::

SALE DEED in respect to Apartment No._____ situated on the _____Floor (as per planth Floor) of Block No. _____ having Super Built-up area of _____ sq. feet i.e. _____ Sq. Mtrs. (_____ Sq. Mtrs. Built-up area as per plan) and net usable (Carpet + Wall) area of _____ Sq. Feet i.e. _____ Sq. Mtrs in the Scheme known as “ZODIAC AARISH” a residential Apartment Scheme proposed & Developed by ZODIAC DEVELOPER lying on the Non-Agricultural Land of Survey No. 103 (Old Vejalpur Survey No. 197) having area admeasuring 11028 Sq. Mtrs. covered under T. P. Scheme No. 6 and allotted Final Plot No. 7/2 having area admeasuring 2378 sq.mtrs AND Survey No. 97/2 (Old Vejalpur Survey No. 191/2) having area admeasuring 809 sq.mtrs covered under T. P. Scheme No. 4 and allotted Final Plot No. 137 having area admeasuring 622 sq.mtrs altogether 3000 sq.mtrs of Mouje Jodhpur, Taluka Vejalpur (Old Taluka Ahmedabad City-West), Dist. Ahmedabad for a consideration of Rs. _____/- Say rupees only.

Party of the First Part: ZODIAC DEVELOPER, a partnership firm
VENDOR having its registered office at 410, 4th
FLOOR, ZODIAC SQUARE, OPPO.
GURUDWARA, S.G.HIGHWAY,
AHMEDABAD-380054.
through its authorized Partners
AIR TOUCH TECHNOLOGIES PVT. LTD.
through its director SHRI KIRTIBHAI
M. VADANAGARA
Age adult, by religion Hindu, Occupation
Business, residing at 502, Ganesh
Complex, Navrang Circle, Navrangpura,
Ahmedabad.
PAN : AABFZ 3207F

(Hereinafter called as the Party of the
FIRST PART and / or **VENDOR** which
expression shall unless it be repugnant to
the context or meaning thereof be deemed
to include its successors and assigns.)

Party of the Second Part:

PURCHASER

PAN:

Age adult, by religion _____,
Occupation _____, residing at
_____, _____
_____.

(Hereinafter called the Party of the
SECOND PART and /or **PURCHASER**
which expression shall unless it be
repugnant to the context or meaning
thereof be deemed to include her legal
heirs/executors, administrators,
successors, and legal representatives)

WEREAS,

- 1. The** Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to an immovable property being Non-Agricultural Land of **Survey No. 103** (Old Vejalpur Survey No. 197) having area admeasuring **11028 Sq. Mtrs** covered under **T. P. Scheme No. 6** and allotted **Final Plot No. 7/2** having area admeasuring **2378 sq.mtrs** AND **Survey No. 97/2** (Old Vejalpur Survey No. 191/2) having area admeasuring **809 sq.mtrs** covered under **T. P. Scheme No. 4** and allotted **Final Plot No. 137** having area admeasuring **622 sq.mtrs** altogether **3000 sq.mtrs** of Mouje Jodhpur, Taluka Vejalpur (Old Taluka Ahmedabad City-West), Dist. Ahmedabad more particularly described in the **Schedule - I** hereunder written. (hereinafter referred to as the “the Said Property”).
- 2. The** Vendor has proposed a Scheme of Residential Apartment Known as “**ZODIAC AARISH**” on the said property as per the Plans Passed by the Ahmedabad Municipal Corporation and as per Specifications and Infrastructure Facilities prepared by an Architect.
- 3. The** Purchaser has gone through and has made himself/herself aware of the specifications for construction of the said residential apartment and has agreed to acquire **Residential Apartment No. _____** situated on the _____th **Floor (as per plan _____TH Floor)** of **Block No. _____** more particularly described in the **Schedule – II** hereunder written (hereinafter referred to as the “**said Apartment**”) for a consideration of **Rs. _____/- (Say rupees _____ only)**.
- 4. The** total amount of consideration of the said Apartment is fixed at **Rs. _____/- Say rupees _____ only** (excluding Torrent Power

Ltd, AMC & legal Charges) paid by the Purchaser to the Vendor, details thereof are given hereunder. The Vendor hereby acknowledges the receipt of the full amount of consideration and nothing is remaining to be paid by the Purchaser to the Vendor hereinafter.

5. **The** Purchaser has examined the title of the Vendor to the Said Property and has seen the documents of title and is satisfied with the Vendor's title to the said Property.
6. **The** Vendor declares that the said property is free from encumbrances and except himself no other person has any right, title and interest or claim in the said property.
7. **The** Purchaser declares that he has taken inspection of the Plans and Specifications of the construction and which has been approved by Municipal Corporation of Ahmedabad vide RajaChithi No. 02627/060614/A2065/R0/M1 dated 24-11-2014. Thereafter Ahmedabad Municipal Corporation has sanctioned revised Plan vide commencement letter (Rajachitthi) No. 5263/060614/A2065/R0/M2 dated 21-01-2016.
8. **That,** the Vendor hereby sell the said Apartment to the Purchaser and the Purchaser has hereby purchased the said Apartment which is more particularly described in the **Schedule-II** written hereunder That the Vendor shall have to hand over the possession of the said Apartment to the Purchaser after getting to building use permission from the Ahmedabad Municipal Corporation, but at the request of the Purchaser, Vendor has executed this Sale Deed in favour of the Purchaser as on today and handed the possession of said apartment to the purchaser " as is where is" and " as is what is basis" and the purchaser has taken over the possession of the said apartment personally on sight.

- 9. Now,** the Vendor shall have no right, title and interest hereinafter in the said Apartment and no claim of any nature shall have to be raised by the Vendor in respect to the said Apartment in any nature subject to the terms & condition of this covenant. However, if any such claim is raised by the Vendor or any person claiming through the Vendor, same shall have to be treated as illegal, without any legal rights, null and void and if any damage that may cause to the Purchaser shall have to be compensated or indemnified by the Vendor and its successors, assignees etc.
- 10. The** Party of First Part hereby transfers the said Apartment to the Party of Second Part with all rights, titles and interest in the said Apartment. The Party of Second Part thereby becomes entitled to the said Apartment alongwith furniture fixtures together with all singular courts, yards, areas, ways, compounds, paths, and passages, waters, sewers, ditches, drains, trees, plants lights., privileges, advantages, rights, members and appurtenances whatsoever to the said premises belong or in any way appertaining with the same or any part thereof now or at any time here before usually held, used or occupied or enjoyed therewith or be appurtenant thereto and also together with all the deeds, documents writings, vouchers and other evidences of title relating to the said Apartment or any part thereof in the possession of the Vendor and all the estates, rights, titles, interest, claim and demands whatsoever doth at law and equity of Party of First Part into out upon the said premises or any part thereof and all the singular and other the premises hereby assigned or expressed so to be with their and every of their rights, members and appurtenances thereto and Party of the Second Part is hereby entitled to use and

enjoy the said Apartment and shall have rights to sell, mortgage, gift, alienate or otherwise transfer the said Apartment in any manner to any persons as may be chosen fit by the Purchaser and the Party of Second Part shall have right to continue to use and occupy the said Apartment and to enjoy or to give the said Apartment on rent, lease or leave and license to receive rent and profit thereof and the Purchaser shall have right to use every part thereof for their own use and benefit and without any suit, lawful eviction, claim or demand whatsoever by the Party of First Part or any person claiming through the Vendor. Party of the Second Part has hereby acquired the said Apartment free from all encumbrances whatsoever and Party of the First Part or any other persons claiming through the Party of First Part shall not hereinafter be entitled to any right, titles and interest in the said property in whatsoever nature. Party of First Part well and sufficiently save, defended, kept harmless and indemnified or from and against all former and other estate, titles, charges and encumbrances whatsoever have made, executed occassioned or suffered by the Party of First Part or by any other persons or person claiming to the said party.

- 11. The** said Apartment shall have to be transferred in the name of the Purchaser in Govt./Semi-Govt and Municipal Corporation of Ahmedabad and other relevant records any writings, statements and declaration of the Vendor that may be required to that effect shall be given by the Vendor for effective transfer of the said Apartment in the name of the Purchaser and the Vendor hereby undertakes to co-operate for such act/things, if necessary.
- 12. The** liability to pay Govt./Semi-Govt., Municipal Corporation and other local authority tax, education cess

and all other taxes and charges till the date of possession shall be of the Vendor and thereafter from the date of possession all such taxes etc are to be borne by the Purchaser

- 13. The** Expenses like legal fee, stamp duty, registration fees etc shall be borne by the Purchaser.
- 14. Details of Payment of Consideration Amount:**

Rs.	Say rupees only.

Out of the above said amount of Rs. , _____/-
Say rupees _____ only towards basic
consideration amount and Rs. _____/- Say
rupees only towards Service-tax.

- 15. The** Vendor assure to the Purchaser that they have not agreed to sell the said Apartment to any other persons/party and they have not taken any loan from any person, institution against the said property and have not mortgaged the said Apartment in any manner. The Vendor assured the Purchaser that there is no court litigation pending or no order of attachment or injunction against the said property in any manner.
- 16. It** is hereby expressly agreed and declared that the Purchasers of all the flats and the premises in the said Scheme including the Purchaser herein shall join and form Service society for maintenance of the Scheme and other related matters and the Purchaser agrees to join such association.

The Purchaser shall duly observe and perform all the rules and regulations which the Service society of Apartment Owners may adopt at its inception and from time to time and at all times for fully and effectively vesting the management of the building and otherwise

observe all stipulations and conditions laid in respect of the use and occupation of particular flats by particular members and to ensure regular and punctual payment of contributions and charges. The Purchaser shall observe all the rules and regulations which the Vendor may frame and bring into force for the like purpose as aforesaid including rules and regulations regarding parking of cars, storing of materials and goods outside the Apartments, playing games likely to cause damage, injury, nuisance and other similar matters over the interim period until all the Apartment are sold, the Scheme is completed and Service society is formed.

17. **The** proportionate share of purchaser in the land is undivided, whereas the premises conveyed in the building is separate. In any circumstances the purchaser is not entitle to ask partition or division of land, building and common amenities, facilities, services etc. If, by natural calamities, accidents, foreign, attacks, earth quakes or like other uncontrolled events and causes, the said Residential Building is destroyed, demolished or damaged, the purchaser will not have any independent right in land to construct his premises but shall have only right to get his premises of same area and on same floor reconstructed or repaired jointly with other premises owners at his own cost.

The Purchaser shall have no claim save and except in respect of the said premises. All space including margin land, parking space, lobbies, cellar, staircase, terrace, common amenities etc. save and except clearly mentioned in paras mentioned hereinabove, has been agreed to be the property of the Vendor. The Vendor has made the provisions of parking space in the basement of the building i.e. one car parking space in the basement is reserved for

the Purchaser. Hence in future Purchaser has no right to claim any other parking space in the basement of this Block.

- 18. The** Residential Building of the Vendor shall always be known as **“ZODIAC AARISH”** and is not subject to change. The Purchaser will not do any addition alteration or change at the outside surface of the building and the elevation of the building shall always be preserved and maintained.
- 19. The** Purchaser is entitled to use and utilize only carpet area of the premises and will use common area, passage, stair, lift and common amenities jointly with other premises owners/holders/occupiers, without causing any nuisance, annoyance, obstructions, etc to others and will not obstruct passages either by storage of articles, things etc. or by projecting A.C. or likewise obstacles and he will also not cause nuisance, annoyance by throwing dirt, garbage or other refuse in the compound, passage or at common place of the building.
- 20. That** the above said Apartment come under the Jurisdiction of Satellite Police Station and does not come under the disturbed area. Hence Permission of appropriate authority is not required.

Schedule – I

A Non-Agricultural land of **Survey No. 103** (Old Vejalpur Survey No. 197) having area admeasuring **11028 Sq. Mtrs** covered under **T. P. Scheme No. 6** and allotted **Final Plot No. 7/1** and **7/2 paiki Final Plot No. 7/2** having area admeasuring **2378 sq.mtrs** AND **Survey No. 97/2** (Old Vejalpur Survey No. 191/2) having area admeasuring **809 sq.mtrs** covered under **T. P. Scheme No. 4** and allotted **Final Plot No. 137** having area admeasuring **622 sq.mtrs** altogether **3000 sq.mtrs** of Mouje

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Jodhpur, Taluka Vejalpur (Old Taluka Ahmedabad City-West),
Dist. Ahmedabad Registration District Ahmedabad and sub-
district Ahmedabad – 4 (Paldi) bounded as follows:

On or towards East said : Adj. F.P. No. 12 and 10 of T. P.
Scheme No. 6 and 15 Mtrs wide
T. P. Road

On or towards West side : Adj. F. P. No. 1 of T. P. Scheme
No. 6

On or towards North side : 18 Mtrs wide T. P. Road

On or towards South side : Adj. F. P. No. 138 of T. P.
Scheme No. 4 and 705 Mtrs wide
T.P. Road

Schedule-II

Apartment No._____ situated on the_____ th **Floor (as per plan _____th Floor)** of **Block No._____** having Super Built-up area of _____ **sq. feet** i.e. _____ **sq. mtrs.** (_____ **sq. mtrs. Built-up area** as per plan) and net usable (Carpet + Wall) area of _____ **sq. feet** i.e. _____ **sq. mtrs** in the Scheme known as “**ZODIAC AARISH**” a residential Apartment Scheme proposed & Developed by **ZODIAC DEVELOPER** lying on the Non-Agricultural Land of **Survey No. 103** (Old Vejalpur Survey No. 197) having area admeasuring **11028 Sq. Mtrs** covered under **T. P. Scheme No. 6** and allotted **Final Plot No. 7/2** having area admeasuring **2378 sq.mtrs** AND **Survey No. 97/2** (Old Vejalpur Survey No. 191/2) having area admeasuring **809 sq.mtrs** covered under **T. P. Scheme No. 4** and allotted **Final Plot No. 137** having area admeasuring **622 sq.mtrs** altogether **3000 sq.mtrs** of Mouje Jodhpur, Taluka Vejalpur (Old Taluka Ahmedabad City-West), Dist. Ahmedabad or there about along with **1 (one)** car parking space in the Basement and proportionate undivided share of _____ **sq. mtrs** in the land

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mentioned in the Plot together with right to use common amenities, facilities, services jointly with other owners.

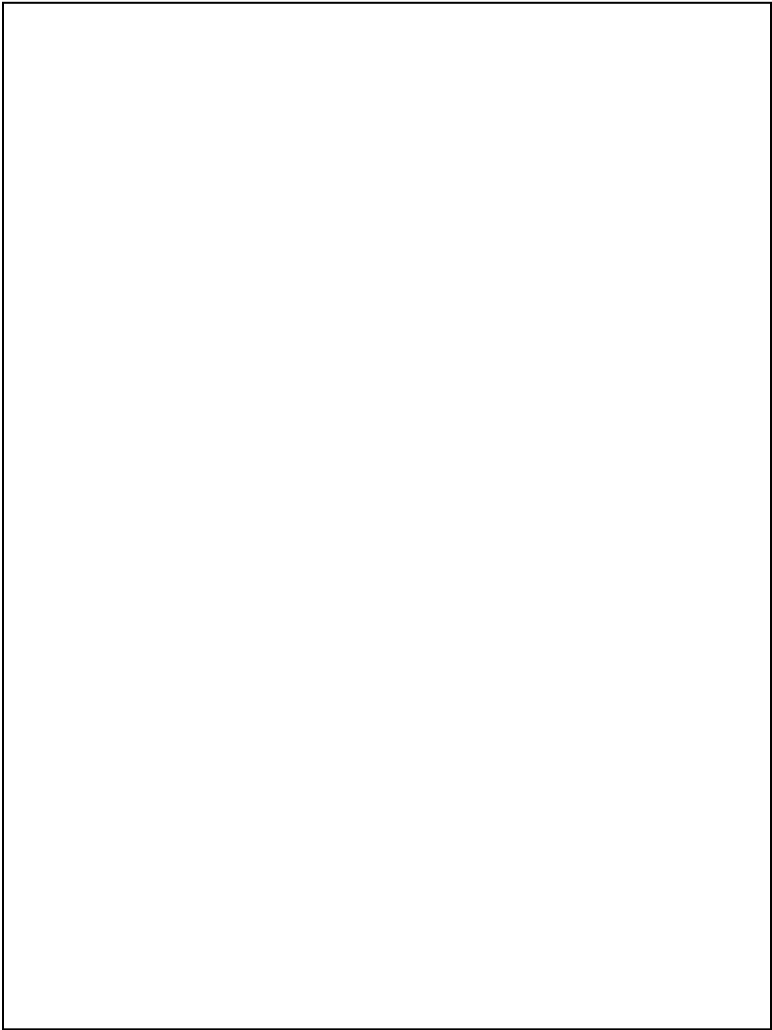
EAST :

WEST :

NORTH :

SOUTH :

Photo of the said Apartment

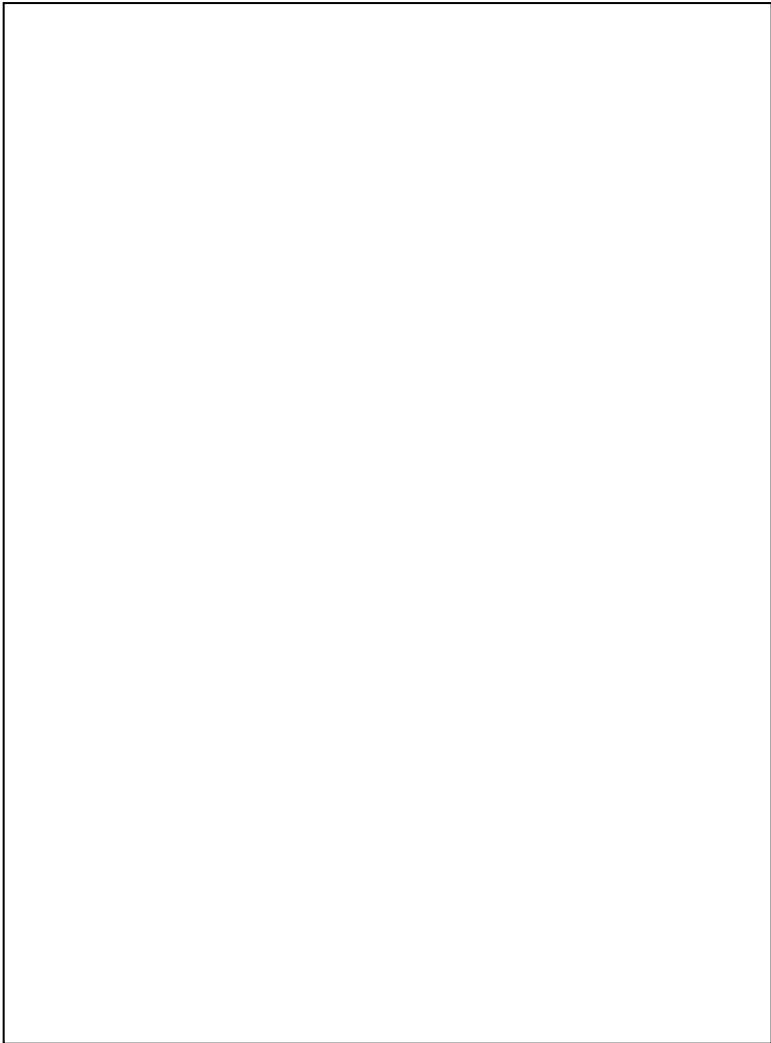


**Postal Address : Apartment No._____ “ZODIAC AARISH” a
residential Apartment Scheme proposed &
Developed by ZODIAC DEVELOPER lying on
the Non-Agricultural Land of Survey No.
103.**

Party of the First Part: _____

Party of the Second Part : _____

Photo of the said Apartment



**Postal Address : Apartment No._____, “ZODIAC AARISH”
A residential Apartment Scheme proposed &
Developed by ZODIAC DEVELOPER lying on
the Non-Agricultural Land of Survey No.
103.**

Party of the First Part: _____

Party of the Second Part : _____

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THIS SALE DEED is executed by the Vendor by free consent by peace of mind without any fear or fraud from any other person or from the Purchaser.

IN WITNESS WHEREOF the Vendor has set his hands hereinbelow on this _____ day of _____201__ at Ahmedabad.

ZODIAC DEVELOPER a partnership firm
through its authorized Partners
AIR TOUCH TECHNOLOGIES PVT. LTD.
through its director
SHRI KIRTIBHAI M. VADANAGARA
(Vendor)

Witness - 1

Witness - 2

SCHEDULE UNDER SECTION 32-A of SALE DEED IN RESPECT to Apartment No. _____situated on the_____ th Floor (as per plan_____ th Floor) of Block No._____ having Super Built-up area of _____ sq. feet i.e. _____ sq. mtrs. (_____ sq. mtrs. Built-up area as per plan) and net usable (Carpet + Wall) area of _____ sq. feet i.e. _____ sq. mtrs in the Scheme known as “ZODIAC AARISH” a residential Apartment Scheme proposed & Developed by ZODIAC DEVELOPER lying on the Non-Agricultural Land of Survey No. 103 (Old Vejalpur Survey No. 197) having area admeasuring 11028 Sq. Mtrs covered under T. P. Scheme No. 6 and allotted Final Plot No. 7/2 having area admeasuring 2378 sq.mtrs AND Survey No. 97/2 (Old Vejalpur Survey No. 191/2) having area admeasuring 809 sq.mtrs covered under T. P. Scheme No. 4 and allotted Final Plot No. 137 having area admeasuring 622 sq.mtrs altogether 3000 sq.mtrs of Mouje Jodhpur, Taluka Vejalpur (Old Taluka Ahmedabad City-West), Dist. Ahmedabad.

ZODIAC DEVELOPER a partnership firm
through its authorized Partners
AIR TOUCH TECHNOLOGIES PVT. LTD.
through its director
SHRI KIRTIBHAI M. VADANAGARA
(Vendor)

(Purchaser)