

SALE DEED

Sale deed of Unit No., on floor construction area admeasuring about Sq. Ft i.e. Sq.mt Carpet area along with undivided Land share Sq.mtr in the scheme known as “AARAMBH” which is situated on Non- Agriculture Land bearing Survey No.672/A admeasuring 5767 Sq.mtrs, and allotted F.P.No. 131/1 admeasuring 3460 Sq.mtrs. approx of T.P.Scheme No. 3 Mouje Village Ghuma, Ta. Daskroi City: Ahmedabad. Dist. AHMEDABAD Registration District Sub District AHMEDABAD-Bopal-09 for Total Consideration of Rs...../- (Rs.Only)

This agreement is made at Ahmedabad on this Day of Month of , 20 . The present agreement is between the parties to be known as the “developer” “ Land Owners “ and “alottee”, whereas the “alottee” having his address at shall be referred to herein after as “party to the first part and whereas the “Land Owners” shall be referred to hereinafter as “party to the second part” having his address at: B/1002 Vardan Apartment, Pragatinagar Road, Naranpura, Ahmedabad-380013. and whereas the “developer “ shall be herein after referred to as “ the confirming party “.having his address at: B/1002 Vardan Apartment, Pragatinagar Road, Naranpura, Ahmedabad. The parties to this agreement has entered into present agreement to sale of unit no.of the scheme known as “AARAMBH“ Situated on Non-Agriculture Land of Mouje – Village Ghuma, Taluka – Daskroi & District - Ahmedabad. Registration District Ahmedabad and Sub-District Ahmedabad-09(Bopal)

Party to the first part: (1)

Allottee

Pan-

Age – Adult, Indian Inhabitant,

Address –

Here in after referred to as Allottee or Party to the First Part in this Agreement to Sale, which expression shall include Allottee and his legal heirs, successors, executors, administrators, assignees etc.

Party to the second part:(1) **KANUBHAI MANEKLAL PATEL**

Land Owner

PAN NO.

Age-Adult, Occu. Business, Reli. - Hindu

Address – B/1002 Vardan Apartment,
Pragatinagar Road, Naranpura, Ahmedabad-
380013

Here in after referred to as Land Owner or Party to the Second Part in this Agreement to Sale. The Land Owner/s are the exclusive land owners of the land and have executed development agreement with the party to the Confirming Party i.e. Developer

Confirming Parties: **ANSH BUILDCON**
Developer Authorized Partner
 ANUJ B. PATEL
 PAN NO.

Age-Adult, Occu. Business, Reli. - Hindu
Address – B/1002 Vardan Apartment,
Pragatinagar Road, Naranpura, Ahmedabad-
380013

Here in after referred to as -Developer or
Confirming party in this Agreement to Sale,
which expression shall include We-
Developer and our present and future
Partners, Designators, Successors,
Executors, administrators, assignees etc.

WHEREAS the Land Owner i.e. party to the second part
is the absolute owners of immovable property of land absolute
occupier and Confirming Parties are absolute occupier of
immovable property of land, on which the confirming parties are
constructed the project known as "**AARAMBH**" situated on Non-
Agriculture Land bearing Survey No.672/A. admeasuring 5767 Sq.mtrs,
Allotted F.P.No. 131/1 admeasuring 3460 Sq.mtrs. approx of T.P.Scheme
No. 3 Mouje Village Ghuma, Taluka – Daskroi, within the
Registration District of Ahmedabad and Sub District of Ahmedabad
– 09 (Bopal) which is referred to as the “said property” in this

Agreement and more particularly described in the schedule-A appended with this agreement.

The unit for which the present agreement is made is Unit no, on Floor admeasuring Sq. feet carpet area, i.e Sq. mtrs., containing Balcony of sq.ft., open terrace of sq. ft., with Exclusive parking right in the basement parking is reserved for allottee. The unit is more particularly described as schedule-B appended to the present agreement.

Survey/block no. –672/A from Dilipbhai Naranbhai Patel vide registered sale deed which sale deed has registered in the sub-registered office of Ahmedabad –14(Daskroi) Vide Reg. Sale Deed No. – 979, Date –27/03/2018 entry to this effect in the revenue record by entry no. 10912 Date. 25/05/2018. Since then Land owners are absolute owners and in possession of the said land. The Land owners have entered into a registered development agreement of land with the confirming parties i.e. Developer who is in absolute possession of the land.

Non-Agriculture Use Permission for land of Block no. 672/A was granted by District Collector ,Ahmedabad, by order bearing No. –CB/CTS-1/N.A/S.R.43/18, Date – 05/06/2018 & Building Plan passed by Senior Town Planner AUDA, Ahmedabad vide order no. –IFP-989990/8/2018/453, Date – 13/11/2018.

The land Owners has entered into a registered development agreement of the land with the confirming parties and the same is registered with the office of Sub- Registrar office of Ahmedabad – 09 (Bopal) Vide Reg. Agreement No. – 8770, Date – 25/07/2018. The land owners have agreed to grant the land for development to the Developer, the Developer in turn will develop the same and construct the building known as “AARAMBH”, the developer will enter into agreement to sale and sale deed with the prospective buyer’s i.e. allottees like you, developer will receive the sale consideration and will part with the profits mutually decided with the land owners and developer will indemnify the land owners against all or any of the claims, complaints or casualty in regard to construction and development of the building erected on the land. The party to the second part have agreed to enter into tripartite agreement with the prospective buyers of the project like you i.e. allottees.

Thereafter, DEVELOPER has decided to develop the RESIDENTIAL cum COMMERCIAL units in the name and styled “AARAMBH ”

AND WHEREAS the allottee is offered an apartment No..... On the Floor, in the wing of the building called “ AARAMBH” Being constructed in the said project, by the developer

And whereas the Developer i.e. the party to the second part, The allottee i.e. party to the first part and the confirming parties has executed a registered agreement to sale on The said agreement to sale is registered with the office of Sub-Registrar of Ahmedabad District, 09 (Bopal) Vide Reg. Agreement No. –

The Party to the second part have full right as OWNERS in above said property and Developers have executed registered development agreement with the Party to the second part for development of the land and both developer and Party to the second part together with its undivided share of land and right of Membership of the property agreed to be sold to allottee and conveyed at a price consideration of Rs.....as agreed upon by both parties hereto.

AND WHEREAS the developer has registered the project under the provisions of the act with The Real Estates Regulatory Authority At:Authenticated copy of the same is annexed herewith.

AND WHEREAS on demand from the allottee the developer has given inspection to the allottee of all the documents with regard

to the title relating to the project and the plans duly sanctioned by the competent authority as prepared by the developers Architect: Harshad Mistry (HM) And such other documents, as asked for by the allottee and, the allottee is satisfied by the same.

AND WHEREAS the authenticated copies of the plans and specifications of the apartment agreed to be purchased by the allottee has been given by developer.

AND WHEREAS the Developer has already obtained completion certificate/ building use permission sanctioned by the competent authority. A copy of the same has been shown to you and you endorse the same.

AND WHEREAS the carpet area of the apartment/Shops is Sq.feets and means net usable floor area of apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace but includes the internal partitions of walls of the apartment.

The DEVELOPER hereto has agreed to sale the said property and the Party to the second part hereby agrees to enter into a present agreement to sale with you the ALLOTTEE/S along with its undivided proportionate share and rights towards common plot, common roads, common passage, common stair/s, common terrace, common lift, common garden and other common facilities along with

proportionate right in all common facilities like common underground & overhead tanks, rights to use water from the common bore-well as well right to use water, tapes, drainage, common plot, common parking, common pass ways, connection electricity fittings etc.

AND WHEREAS you the allottee has made the payment in the following manner through cheque Paid by the ALLOTTEE/S to the DEVELOPER ,

DETAILS OF PAYMENTS MADE BY THE ALLOTTEE

No.	Cheq. no.	Date	Bank	Amount
TOTAL EARNEST MONEY				

Paid by the ALLOTTEE/S to the DEVELOPER/S,

AND WHEREAS The DEVELOPER has put the allottee in absolute and vacant possession of the schedule property on payment of full consideration price after executing the present sale deed and upon registration of the same in the jurisdictional Sub Registrar's office.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. TERMS & CONDITIONS

1. The developer has constructed the building consisting of Single Basement, Ground Floor and Fourteen Upper floors in Block A+B on the project land in accordance with the plans, designs, specifications as approved and passed by the competent authority and as shown to allottee and allottee is satisfied with the same.
2. The party to the SECOND PART, doth hereby further declares that the property described in the Schedule of the property hereunder is free from all the encumbrances, lien, charge, mortgage, attachment and No Dues Certificate for the said unit is availed from bank and any court proceedings or claims from third parties which are in any way detrimental to the interest of the party to the FIRST PART.
3. The party to the FIRST PART and SECOND PART, do hereby assure each other that the party to the SECOND PART, has paid all taxes and levies on the property described in the Schedule of the property up to date and that arrears, if any, till the date of sale deed, shall be duly paid by it and future taxes in respect of the property described in the SCHEDULE OF THE PROPERTY shall be paid by the party to the FIRST PART.
4. The Developer has completed the project in the time schedule agreed i.e. July 2021. The Developer has ensured that he completes the construction of the project before 31st July 2021 and has applied for completion

certificate on or before the same period. The building use permission/ completion certificate has been obtained on or before 31st July 2021 i.e. the estimated/ approximate time promised by the Developer. The Developer has handed over the possession of the residence/shop to the allottee and the common areas to the allottees association within a period of 90 days from receipt of the building use permission, completion certificate/ occupancy certificate, and the allottee hereby acknowledge the same.

5. The party to the FIRST PART hereby declares that the rights, title and interest in the residence/shop purchased by him/them and are verified by him/them and their experities and satisfied with respect to the titles and other documentary evidences, carpet area, common amenities, common areas connected with the apartment purchased, and that the property is free and marketable and the party to the FIRST PART, has agreed to bear all expenses connected with the transfer of the Unit.
6. The party of the FIRST PART do hereby confirms that he/they has/have, on the date of execution of this deed, taken peaceful and vacant possession of the property described in the Schedule of the property along with the copies of all the available original papers and documents which are in the possession of the SECOND PART, pertaining to or relating to the property described in the Schedule of the property. Although possession

for use is only given after BU permission availed from the competent authority.

7. The party to the FIRST PART, hereby agrees to the following terms and conditions:-

(a) Not to raise any additional constructions to the property under transfer.

(b) Not to do or cause to do any activity which may put to annoyance and disturbance to the other residence/shop holders in the nature of activity which may be considered as nuisance.

(c) To preserve and maintain all common utilities and facilities in its working condition at all times and shall not act in a manner detriment to it.

(d) Shall utilize the residence/shop and space demarked, exclusively for residential/commercial use only in respect of the property under transfer.

(e) Shall make and deposit all statutory payments within time including maintenance and other utilities charges with the appropriate authority such as central/State Governments, Corporation/AUDA ,administrators etc. and also agrees to bear cost and expenses in respect of the use of the residence / shop under transfer.

(f) Not to make any external changes in elevation, colour or any other changes without the written permission and consent of the party to the SECONDPART/administrators.

(g) Not to keep stock or display any signboard ,advertisement boards without any prior approval of the party to the SECOND PART.

(h) The party to the FIRST PART consent to the use of the common facilities, amenities and areas by all persons who along with the PURCHASER are the residence/shop holders in the scheme.

(i) The party to the FIRST PART acknowledges the right to sub-jacent and lateral support and shelter and protection from the other parts of the afore said buildings and from the side and roof thereof.

(j) The party to the FIRST PART acknowledges the free and uninterrupted passage of running water, soil, gas and electricity to and from the construction through the sewers, drains, water courses, pipe sand wires which now are or may at anytime. Herein after be, in under or passing through the building or any part thereof.

(k) The party to the FIRST PART, in proportion of his share, along with other owners in the proportion of their shares, shall have accepted to bear the expenses of routine maintenance including painting, white washing, cleaning etc. and provisions of the common services to the building like

maintenance of lifts, electrical and water charges etc. and in case of default in payment due for any common expenses ,benefits or amenities, a majority of the owner while carrying out services as contemplated above, shall have right to stop or to disconnect such common benefits or amenities from defaulter's enjoyment.

(l) The party to the FIRST PART hereby agrees to refrain from using the car park space for the purpose of parking any heavy vehicles or to stock any goods whatsoever or from storing any inflammable material or from putting any temporary or permanent constructions on and around space provided for car parking.

(m) The party to the FIRST PART agrees to strictly abide by each and every rules and regulations that may be formulated by the party to the SECOND PART from time to time for the purpose of administration and maintenance of the common facilities and amenities.

(n) The party to the FIRST PART do hereby agrees to deposit the transfer fees as may be decided from time to time as and when the apartment/shop is sold or transferred to any other party.

(o) The party to the FIRST PART agrees to bear all the expenses of this deed of sale such as stamp duty, registration fees, Service Tax/GST& TDS if applicable and other legal charges.

8. The DEVELOPER state, declare and assure that all taxes, Cess, Electricity charges administrative charges of said property along with the common

areas will be paid till the date of FINAL SALE DEED AND AFTERWARDS ALLOTTEE'S Shall be responsible for payment of the same THERE AFTER;

9. IT IS AGREED between the parties that all expenses towards Stamp duty, registration charges, legal documentation charges, AMC/AUDA charges and Electrical charges including any additional charges, taxes, cess, GST or duties levied by the Government/local authorities etc. shall be borne by the ALLOTTEE only.
- 10.The developer i.e. party to the confirming parties will help the allottees of the project to form the association or service society or any other form of association and shall identify the same and recognize the same in it's name. The management of the project along-with the common areas shall be handed over to such association known with whatsoever name as practicable as possible and the said association shall be thereafter responsible for the maintenance of the property along with the common areas.
- 11.The Developer hereby undertake to provide and maintain the essential services on reasonable charges till the taking over of the management by the association of the allottees or the co-operative society formed by the member allottees. The aloottees all together either by way of association or service society or of any other form shall be responsible for the management of the common areas of the project and the developer shall

not be responsible for the management of the same after execution of this deed in any manner whatsoever.

12.The Developer hereby undertakes that he shall be helpful to enable the formation of association or society of the allottees under the applicable laws.

13.The Developer hereby agrees to indemnify any or all structural defects Which may occur within a period of five years from the date of present agreement however the Developer shall not be liable for any responsibility or liability caused due to the negligence of the allottees and the same shall be repaired or renewed at the cost born by the allottees only.

2. NO MORTGAGE OR CHARGE ON THE PROPERTY

After the Developer executed sale deed in favour of the allottee he has not created any charge over the property mentioned in the schedule.

3. BINDING EFFECT

The agreement is binding on both the parties after execution of the same and after registration of the same with the Sub-Registrar or the competent Authority.

4. ENTIRE AGREEMENT

This agreement along with it's schedules and annexures constitutes the entire agreement between the parties with respect to the subject matter

hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral if any between the parties in regard to the present residence/shop , as the case may be.

5. SEVERABILITY

If any provision of this sale deed shall be determined to be void or unenforceable under the act or the rules and regulations made there under or under applicable laws of the land, the same shall be deemed to be void to the extent necessary and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

6. DISPUTE RESOLUTION

Any dispute between the parties shall be settled amicably. In case of failure of the parties to settle the dispute amicably, the same shall be referred to the Regulatory authority as per the Gujarat Real Estate (regulation and development) act,2016. The parties may also refer the dispute to the single arbitrator that may be jointly decided. The cost of the arbitration shall be born jointly and in same proportion. The place of the arbitration shall be Ahmedabad district only.

7. GOVERNING LAWS

This Agreement shall be governed by and enforced in accordance with the laws prevailing in the state of Gujarat and any dispute is subject to the jurisdiction of the Ahmedabad Court only.

8. STAMP DUTY AND REGISTRATION

The charges of the stamp duty for registering this agreement shall be borne by the allottee.

SCHEDULE OF PROPERTY

Immovable property bearing Unit no., On Floor
admeasuring Sq.feets i.e Sq. mtrs. Carpet Area along
with undivided Land share Sq.mtr in the scheme known
"AARAMBH" situated on Non- Agriculture Land bearing Survey
No.672/A admeasuring 5767 Sq.mtrs, F.P.No. 131/1 admeasuring
3460 Sq.mtrs. approx of T.P.Scheme No. 3 Mouje Village Ghuma,
Taluka – Daskroi, within the Registration District of Ahmedabad
and Sub District of Ahmedabad – 09 (Bopal)

THE SCHEDULE ABOVE REFERRED TO:-

Bounded by:-

On or towards East :

On or towards West :

On or towards North :

On or towards South :

PROPERTY PHOTOGRAPH

Address : Flat No..... , AARAMBH,GHUMA,
AHMEDABAD

7/19
"

ALLOTTEE

LAND OWNER

DEVELOPER

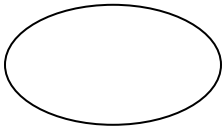
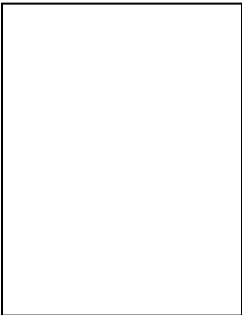
Sale Deed

The Above Referred Sale Deed Is Executed By Us Willingly And With Free Consent After Reading, The Said Without Any Kind Of Pressure Of Threat Of Any Body and in Physical Fitness And Consciousness, Which Is Agreed And Bound To All Of Us And Our Present Heirs, Successors, Executors Administrators And Assignees Etc.

This Sale Deed is Executed On the Dateof 2018 At Ahmedabad.

Party To the Second Part:

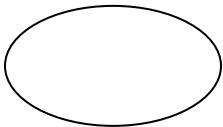
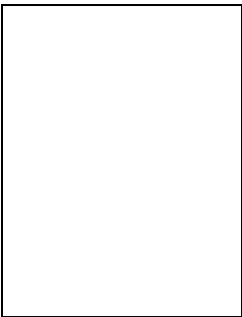
Land Owner



KANUBHAI MANEKLAL PATEL

CONFIRMING PARTIES:

DEVELOPER



ANSH BUILDCON

Authorized Partner

ANUJ B. PATEL

WITNESS :

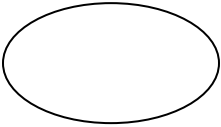
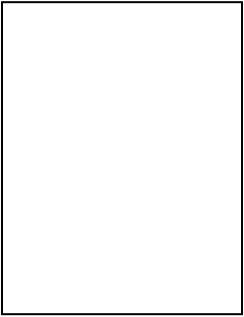
1. _____

2. _____

Schedule of Section 32(A) of Registration Act-1908

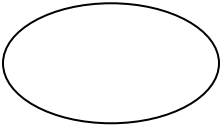
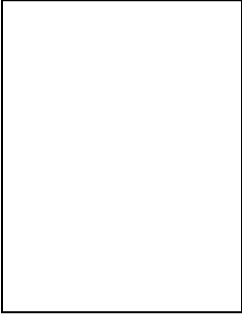
Party To the Second Part

ALLOTTEE



Party To the Second Part:

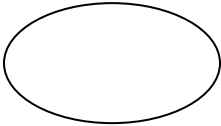
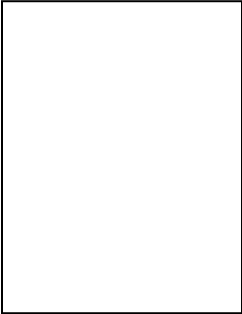
Land Owner



KANUBHAI MANEKLAL PATEL

CONFIRMING PARTIES:

DEVELOPER



ANSH BUILDCON

Authorized Partner

ANUJ B. PATEL