

DEED OF SALE

THIS Deed of Sale is executed at Ahmedabad on ____ day of _____,
2017 by

(1) Mavjibhai Maganbhai Desai

PAN : ABOPD 5408 N

Aged as 42 years, Hindu by religion, Occupation : Business,
Residing at U.G.1,2,3, Milestone Building,
Nr.Drive-in Cinema, Thaltej,
Ahmedabad.

(2) **Girishbhai Somabhai Patel,**
PAN : AEIPP 9503 R
Aged as 52 years, Hindu by religion, Occupation : Business,
Residing at Jagdishnagar, Kamalinapur, At Unjha, Dist.Mehsana,

(3) **M/s Tirupati Sarjan Ltd.**
A Company incorporated under the Indian Companies Act, 1956
(PAN : AAAC T 7015 M)
Having its Registered Office at First Floor, M.K. Patel Market,
Kansa Cross Road, Visnagar;
Through its Director,
Ankitbhai Rajeshbhai Shah,
Adult, Hindu by Religion, Occupation : Business,
Residing at “Parshwa”, 7, Malhaar Bungalows, B/H Safal Pegasis,
Prahladnagar, Satellite, Ahmedabad

Hereinafter referred to as the **“Party of the First Part”** and/ or
the **“Sellers”** (which term shall include wherever the context so permits
Sellers and their heirs, administrators, representatives, successors etc. and
in case of Company its successors, Assigns and Liquidator from time to
time) of the **FIRST PART.**

AND

.....
(PAN :)
Age-..... years, Hindu by religion, Occupation-.....,
Residing at:
.....
.....

Hereinafter be referred to as the **“Party of the Second Part”** and/
or the **“Purchaser/s”** and which shall mean and include persons referred

		∴ 4 ∴	
		(allotted in lieu of Block/Survey No.229/A admeasuring 4300 sq.mts.); (3) Final Plot No.115 admeasuring 4249 sq.mts., (allotted in lieu of Block/Survey No.232 admeasuring 7082 sq.mts.); and (4) New Final Plot No.126(Old F.P. No.84) admeasuring 789 sq.mts., (allotted in lieu of Block/Survey No.243/B admeasuring 1315 sq.mts.); totalling into 14295 sq.mts. all comprised in of T.P. Scheme No.36(Chharodi-Tragad); situate, lying and being at Mouje-Chharodi, Taluka-Ghatlodiya, [previously Ahmedabad City (West)], in the Registration District of Ahmedabad and Sub District of Ahmedabad-8(Sola); more particularly described in “Schedule-I” hereunder 1.2) Said Land : shall mean the N.A. Land for residential purpose of (1) Final Plot No.103 admeasuring 6677 sq.mts., (allotted in lieu of Block/Survey No.222 admeasuring 11129 sq.mts.); (2) Final Plot No.112/1 admeasuring 2580 sq.mts., (allotted in lieu of Block/Survey No.229/A admeasuring 4300 sq.mts.); (3) Final Plot No.115 admeasuring 4249 sq.mts., (allotted in lieu of Block/Survey No.232 admeasuring 7082 sq.mts.), in total admeasuring 13506 sq.mts., all comprised in of T.P. Scheme No.36 (Chharodi-Tragad); situate, lying and being at Mouje-Chharodi, Taluka-Ghatlodiya, [previously Ahmedabad City (West)], in the Registration District of Ahmedabad and Sub District of Ahmedabad-8(Sola). The Said Land is jointly owned by Sellers i.e. (1) Mavjibhai Maganbhai Desai with 16% of the undivided share, (2) Girishbhai Somabhai Patel with 5% of the undivided share, and (3) M/s Tirupati Sarjan Ltd. with 79% of the undivided share. 1.3) Said Additional Land : shall mean the N.A. Land of New Final Plot No.126 (As per Redistribution Sheet, Form-F;	

		:: 5 ::	
		previously Old F.P. No.84) admeasuring 789 sq.mts., (allotted in lieu of Block/Survey No.243/B admeasuring 1315 sq.mts.), comprised in of T.P. Scheme No.36(Chharodi-Tragad); situate, lying and being at Mouje-Chharodi, Taluka-Ghatlodiya, [previously Ahmedabad City (West)], in the Registration District of Ahmedabad and Sub District of Ahmedabad-8(Sola). The Said Additional Land is independently owned by the Seller No.1 i.e. Mavjibhai Maganbhai Desai. 1.4) Said Scheme: shall mean the Residential Scheme of Flats with modern facilities and amenities, by name “TIRUPATI AAKRUTI GREENZ” constructed/being constructed on the Said Total Land. 1.5) Said Unit : shall mean Unit No....., on Floor, admeasuring Sq.Yds. i.e. Sq. Mtrs. of Super Built-up Area(excluding the Terrace) of Block in the Said Scheme. 1.6) Said Property: shall mean Said Unit being Unit No....., on Floor, admeasuring Sq.Yds. i.e. Sq. Mtrs. of Super Built-up Area in Block of the Said Scheme, with proportionate undivided land share admeasuring Sq. Mts. in the Said Total Land and together with right to use common amenities (excluding the terrace), facilities, services jointly with other unit holders in harmony as mentioned in Annexure-I and also together with right to use other paid amenities, facilities, convenience services and refreshment area as mentioned in Annexure-II in the Said Scheme, and more particularly described in the Schedule-II written hereunder.	

- 1.7) **Total Consideration:** shall mean the amount payable by the Purchaser/s to the Seller/s in respect of the Said Property which does not include **Legal Charges, Service Tax, Vat Tax, AMC Charges, GEB CHARGES, Stamp and Registration charges, Maintenance Deposit etc.)** and excludes the cost for the Terrace Right.
- 1.8) **Maintenance Body:** shall mean the service society or organisation formed / to be formed for the management and maintenance of the Said Scheme.
- 1.9) Clause headings shall not affect the interpretation of this Agreement.
- 1.10) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.11) Words in the singular shall include the plural and vice versa.
- 1.12) A reference to one gender shall include a reference to the other genders.
- 1.13) A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.14) A reference to **writing** or **written** includes email address.
- 1.15) References to clauses are to the clauses of this Deed

2. BACKGROUND:

- 2.1 The Sellers No.1 , 2 and 3 are the joint owners of the Said Land with their 16%, 5% and 79 % respective undivided

share in the Said Land being (1) Final Plot No.103 admeasuring 6677 sq.mts., (2) Final Plot No.112/1 admeasuring 2580 sq.mts., and (3) Final Plot No.115 admeasuring 4249 sq.mts., in total admeasuring 13506 Sq.Mts. The Seller No.1 is the sole owner of the Said Additional Land comprising of New Final Plot No.126 (As per Redistribution Sheet, Form-F; previously Old F.P. No.84) admeasuring 789 sq.mts. The names of the Respective Sellers are presently standing in the Village Form No.7/12 of the Said Land and Said Additional Land respectively.

- 2.2
- The Collector of Ahmedabad has granted the N.A. Use Permission for residential purpose in respect of (1) Final Plot No. 103 admeasuring 7766 Sq.Mts. (Survey/Block No.222 admeasuring 11129 Sq.Mts.) vide his order No.EST/NA/TBKH/TATKAL/K-65/SR-181-2012 dated 11-10-2012; (2) Final Plot No. 112/1 admeasuring 2580 Sq.Mts. (Survey/Block No.229/A admeasuring 4300 Sq.Mts.) vide his order No.CB/CTS/NA/SR-451/2011 dated 10-01-2012; (3) Final Plot No.115 admeasuring 7082 Sq.Mts. (Survey/Block No.232 admeasuring 7082 Sq.Mts.) vide his order No.NA/TBKH/K-65/CHHARODI/SR No.202/2009 dated 07-09-2009; (4) Old Final Plot No.84 (New F.P. No.126) admeasuring 789 Sq.Mts. (Survey/Block No.243/B admeasuring 1315 Sq.Mts.) vide his order No.CB/LAND-2/NA/SR-1159/2012 dated 20-02-2013 respectively.
- 2.3
- As per Redistribution Sheet being Form No.F Block No.243/B is given New F.P. No.126 admeasuring 789 Sq.Mts.

- 2.4 The Developer has acquired Development rights in respect of the Said Total Land by virtue of a Development Agreement executed in its favour to develop the residential scheme by name **“TIRUPATI AAKRUTI GREENZ”** having A to F Blocks on the Said Total Land on 04-12-2013. Said Development Agreement was registered at the Office of the Sub Registrar of Ahmedabad-8(Sola) under Serial No.9780 on the same day.
- 2.5 As per said Development Agreement, the Sellers are entitled to receive the land cost of their respective proportionate share, in the Said Land. The total land cost of Said Additional Land (New Final Plot No.126 admeasuring 789 sq.mts.) shall solely be received by the Seller No.1 i.e. Mavjibhai Maganbhai Desai.
- 2.6 Ahmedabad Municipal Corporation approved the construction plans vide (1) Case No.BLNNS/NWZ/ 040413/ P/B6018/R0/M1 and Rajachitthi No.340890/040413/ B6018/ R0/M1 dated 25-07-2013 in respect of Block A & B, and (2) Case No.BHNTS/NWZ/270913/GDR/A0505/R0/ M1 and Rajachitthi No.00697/ 270913/A0505/R0/M1 dated 05-02-2014 in respect of Block C, D, E & F respectively on the Said Total Land.
- 2.7 A Residential Project consisting of Flats with modern facilities and amenities, by the name **“TIRUPATI AAKRUTI GREENZ”** (hereinafter referred as **“Said Scheme”**) has been launched on the Said Total Land which is more particularly described in the Schedule-I here underwritten.

2.8 An Indenture of Mortgage for most of the Units of the Said Scheme has been executed in favour of Reliance Home Finance Limited on 02-05-2015 to avail the construction loan, which is registered at the Office of the Sub Registrar of Ahmedabad-8(Sola) under Registered Serial No.2015 on the same day.

3. **SALE AND PURCHASE**

The Purchaser/s had approached the Developer and visited the site area as to purchase a Residential Unit in the Said Scheme. Whereas the Purchaser/s having inspected all the documents, compliances, permissions, orders, site plans, Title report, Title Certificate, Drawings, specifications, use of materials, design, brochures etc. pertaining to the Said Scheme and the Said Total Land and having satisfied himself/herself fully in relation to all of these has/have agreed to purchase Said Property of **Flat No.....**, for which the Developer and Sellers agreed to sell the Said Property.

The Sellers declare and confirm that they have received their proportionate share of land cost as mentioned in this Deed; and now the Sellers have hereby signed and executed this Deed of Sale of the Said Property.

Reliance Home Finance Limited has also issued a No-Objection and No-Encumbrance Certificate in respect of the Said Unit on _____ and granted its permission to sell the Said Unit without any encumbrance, lien or charge.

AND NOW THIS DEED OF SALE WITNESSETH that for the Total Consideration of **Rs...../- (Rupees**

..... **only**), including Land Cost and Construction Cost (but which does not include the cost of Terrace Rights) as mentioned in Schedule-III, having been fully received, by the Sellers and the Developer and in receipt whereof the Sellers and the Developer doth hereby admit and acknowledge and of and from the same and every part thereof DOTH HEREBY grant, sell, assign, CONVEY, TRANSFER & assure unto the Purchaser/s forever, the Said Property being of Said **Unit No.....**, on **Floor**, admeasuring **Sq.Yds. i.e. Sq. Mtrs.** (Super Built-up Area) of **Block** in the Said Scheme, with proportionate undivided land share admeasuring **Sq. Mts.**, in the Said Total Land together with right to use common amenities (excluding Terrace right), facilities, services jointly with other unit holders as mentioned in **Annexure-I** and also together with right to use other paid amenities, facilities, convenience services and refreshment area as mentioned in **Annexure-II** in the Said Scheme, and more particularly described in the **Schedule-II** written hereunder and referred as Said Property; TO HAVE AND TO HOLD ALL and singular the Said Unit hereby granted released, conveyed, and assured or intended or expressed so to be with their and every of their rights and appurtenances unto the use and benefit of the Purchaser/s forever subject to the payment of all rates, taxes, assessments, dues and duties now chargeable upon the same or hereinafter to become payable to the Government or the local authority and **subject to the rules and regulations of the Maintenance Body for the maintenance and management of the Said Scheme and further subject to terms and conditions mentioned herein.**

4. THE Sellers and the Developer hereby covenant with the Purchaser/s that;
- (A) The Developer by virtue of the Development Agreement dated 04-12-2013 has in itself good right and full power to develop the Said Scheme and to receive the Total Consideration including the consideration for the land cost on behalf of the Sellers in respect of the Said Property from the Purchaser/s and to sign and execute this Sale Deed in favour of the Purchaser/s along with the Sellers.
 - (B) The sellers has executed a Special Power of Attorney in favour of Ankitbhai Rajeshbhai Shah for presenting, lodging and registering this deed on their behalf at the Office of the Sub-Registrar of Ahmedabad on 28-12-2016, which is registered at the Office of the Ahmedabad-8 (Sola), vide Registered Serial No.16563.
 - (C) The actual, peaceful and vacant Possession of the Said Property shall be handed over to the Purchaser/s after issuance of Building Use Permission by the Authority and on execution of the possession agreement in favour of the Purchaser/s.
 - (D) The Developer has developed a Recreation Zone with Gym, Library, Sports Hall etc, the management of which shall be handed over to the Maintenance Body, once all the Flats in the Said Scheme are sold and conveyed.
 - (E) The Purchaser/s is now the absolute owner of the Said Unit of **Flat No.....** as per the provisions of this Deed of Sale.

		:: 12 ::	
		(F) That all the rights and titles in respect of the Said Unit are fully and completely clear, marketable and free from all or any encumbrances, charges or liens. The Sellers along with the confirmation of the Developer have all liberty to sell, convey and dispose off the Said Unit and convey its rights and titles unto the Purchaser/s and that there is no injunction in respect of the Said Property. (G) The Sellers shall sign and execute all such papers, documents, affidavits, declarations, confirmations etc. as may be required to perfect the rights and titles of the Purchaser/s, pertaining to the Said Property in case of any disputes in future. (H) The Developer hereby assures to the Purchaser/s that the Residential Scheme “TIRUPATIAAKRUTI GREENZ” has been constructed according to the plans and specifications approved by the AMC and other local authorities and all such approvals and sanctions and permissions of all the relevant authorities like AMC, GEB whatsoever have been obtained. (I) The Sellers have by these presents sold and conveyed the undivided proportionate share in the Said Total Land to the Purchaser/s against their proportionate Land Cost and the Developer has sold the construction thereof and the other common amenities and facilities in the Said Scheme. The Developer acknowledges that it is solely responsible and liable for the Construction and Development of the Said Scheme, including all issues incidental to the Development and further assures and confirms that the Sellers shall not be liable for the same and or any part thereof whatsoever.	

5. **Purchaser/s’ Covenants :**

- (A) The Purchaser/s declare and confirm that he/she/they has/ have inspected, verified and scrutinized the measurements and the area of the Said Property along with the design, construction, plaster, wall finish, floorings, electrification, door-windows fitting and coating, sanitary ware and fittings, R.C.C. Frame Structure, use of the building materials, Specifications, cost, accounts and all other factors relating to the construction and development of the Said Property and the Said Scheme, including all amenities, facilities, fixtures, fittings and services provided.

- (B) The PURCHASER/S acknowledge and declare that he/she/ they is/are fully satisfied with the title of the Said Property and the construction and development work of the Said Unit and he/she/they has/have no complaint, claim or dispute whatsoever regarding the same and he/she/it/they hereby release the Sellers and the Developer from all such liabilities and claims whatsoever.

- (C) The PURCHASER/S acknowledge and declare that he/she/ they have verified the title in respect of the Said Total Land and the Said Property and are fully aware of the same. The PURCHASER/S have having been satisfied with the scrutiny of and title in respect of the Said Total Land and plans thereof purchased the Said Property.

- (D) The Purchaser/s has paid **Rs.70,000** /- as Maintenance Deposit and hereby further undertakes and assures to pay Advance Maintenance cost of **Rs.30,000/-** as an initial

maintenance cost for the first 18 months commencing from the date of the Building Use permission to the Developer. The Purchaser further undertakes and assures that, all the rules, regulations, resolutions, decisions of the Maintenance Body formed for the maintenance and administration of the Said Scheme shall remain binding upon the Purchaser/s and that the Purchaser/s has expressly undertaken to fulfil and comply with all the rules, regulations, resolutions, decisions, demands, charges etc. of the said Maintenance Body from time to time. The Purchaser/s also undertakes to regularly and punctually pay his/her/their proportionate share of common charges and expenses to the Said Maintenance Body from time to time. It has been agreed by the Purchaser/s that he/she/they shall be duty bound to make timely payment of all such charges and payments for the maintenance and management of the Said Scheme. The Purchaser/s hereby indemnifies and shall keep indemnified the Developer and the Maintenance Body, in respect of the payment of all amounts towards the maintenance and management of the Said Scheme and the Said Property subsequent to this Deed of Sale. That pursuant to and subject to such undertaking and indemnity by the Purchaser/s and on such conditions and undertakings as herein contained, Said Property has been agreed to be sold by the Developer and the Sellers to the Purchaser/s.

- (E) The Purchaser further acknowledges that the Developer has not taken any consideration towards the Terrace and has reserved the Terrace rights of the Said Scheme and the Purchaser has been informed of the said Arrangement and

have been made aware of such reservation of the terrace right in favour of the Developer. The Purchaser further acknowledges and confirms that he/she/it/they has/have given his/her/their consent to such reservation of Terrace rights and have agreed upon the same and signed the conveyance hereof. The Purchaser further acknowledges that the Super Built Up Area of the Said Property has been calculated excluding the Terraces in the Said Scheme and the Total Sale Consideration of the Said Property is fixed excluding the cost of Terrace Rights.

- (F) The Purchaser/s hereby declares and undertakes to all the co-owners of the Said Scheme, that the Purchaser/s shall without any default or dispute pay his proportionate share of expenses that may accrue vide any decision, resolution, regulation etc. of the Maintenance Body.
- (G) The Purchaser agrees and confirm that he/she/it/they shall use the Said Unit in the Scheme for residential purpose only and shall not have any claim, rights, title or interest in the common areas except the rights of ingress/egress over or in respect of entry and the right of user in the open spaces and all or any of the common areas in the Scheme along with other occupiers in common.
- (H) The Purchaser/s, hereby undertakes and declares that he/she/ they shall in future not have any right whatsoever to claim it's independent or undivided share in the common properties, parking and common amenities of the Said Scheme and that the Purchaser/s shall only use and enjoy

		:: 18 ::	
		8. The Purchaser/s hereby declares and assures that the Purchaser/s shall occupy and possess the Said Property in peace with the other members of the Said Scheme and shall not in any way make any nuisance of whatever kind, which might impede the peace and harmony of the other members of the said Block and Said Scheme. 9. The Sellers has handed over the true copy of the all the relevant documents and deeds, plans, sanctions letter, permission letter, Title Report and certificate of the Said Total Land and Said Scheme etc. to the Purchaser/s and the Purchaser/s has accepted the same, to his full Satisfaction. 10. That the Purchaser/s has fully borne and paid the entire cost and expenses of Stamp Duty, Registration fees, and all other expenses for this Deed of Sale. 11. The full description of the Said Property is as under: <u>"SCHEDULE - I"</u> All that piece and parcel of the Non-Agricultural Land for residential purpose of (1) Final Plot No.103 admeasuring 6677 sq.mts., (allotted in lieu of Block/Survey No.222 admeasuring 11129 sq.mts.); (2) Final Plot No.112/1 admeasuring 2580 sq.mts., (allotted in lieu of Block/Survey No.229/A admeasuring 4300 sq.mts.); (3) Final Plot No.115 admeasuring 4249 sq.mts., (allotted in lieu of Block/Survey No.232 admeasuring 7082 sq.mts.); and (4) New Final Plot No.126(Old F.P. No.84) admeasuring 789 sq.mts., (allotted in lieu of Block/Survey No.243/B admeasuring 1315 sq.mts.); totalling into 14295 sq.mts. all comprised in of T.P. Scheme No.36(Chharodi-Tragad); situate, lying and being at Mouje-Chharodi, Taluka-Ghatlodiya, [previously Ahmedabad City (West)], in the Registration	

District of Ahmedabad and Sub District of Ahmedabad-8(Sola) and bounded as follows :-

On or Towards East -

On or Towards West -

On or Towards North -

On or Towards South -

"SCHEDULE - II"

All that piece and parcel of property bearing **Unit No.....**, on
Floor, admeasuring **Sq.Yds. i.e. Sq. Mtrs.** (Super Built-up Area) of **Block** in the Residential Scheme known as “**TIRUPATI AAKRUTI GREENZ**” with proportionate undivided share admeasuring **Sq. Mts.** in the Said Total Land and together with right to use common amenities, facilities, services jointly with other unit holders as mentioned in **Annexure-I** and also together with right to use other paid amenities, facilities, business utility services as mentioned in **Annexure-II** in the Said Scheme and along with all other the rights attached to the said **Unit** jointly with other unit holders as per the exclusions under this Deed and bounded as follows :

On or Towards East :

On or Towards West :

On or Towards North :

On or Towards South :

"SCHEDULE-III : MEMO OF CONSIDERATION"

The details of the full and final consideration received by the Developer and Seller for the Said Property from the Purchaser/s are as follow :

Rs...../- **(Rupees Only)** by Cheque
No..... dated of Bank,

..... Branch, has been received from the
Purchaser/s by the Developer.

Rs...../- (Rupees Only)

In witness whereof the parties hereto have signed hereby and
executed this Deed of Sale on the date mentioned hereinabove.

SIGNED, SEALED AND DELIVERED

by the withinnamed:-

**THE PARTY OF THE FIRST PART/
THE SELLERS**

(1) Mavjibhai Maganbhai Desai,

(2) Girishbhai Somabhai Patel,

**(3) M/s Tirupati Sarjan Ltd.
Through its Director,
Ankitbhai Rajeshbhai Shah,**

SIGNED AND DELIVERED

by the withinnamed

**THE PARTY OF THE THIRD PART/
THE DEVELOPER**

**M/s Tirupati Sarjan Ltd.
Through its Director,
Ankitbhai Rajeshbhai Shah,**

In the presence of:

(1) -----

(2) -----

ANNEXURE – I
(Common Amenities, Facilities and Services)

Sr. No.	Details
1.	Common Parking
2.	Elevators
3.	CCTV Security
4.	Video Door Phone (VDP) and Intercom System
5.	TIRUPATI AAKRUTI GREENZ common maintenance including but not limited to salary to security guards, sweepers, gardener, common electricity and water charges etc.
6.	Power Backup System for Elevators and Water Supply
7.	Regularly and timely maintenance of Entrance Foyer and Waiting Lounge of said Block
8.	Yoga-Non Polluted Area, Play Ground
9.	Badminton Court
10.	Library
11.	Kid’s Day Centre

ANNEXURE – II
(Paid Convenience Services and Facilities)

Sr. No.	Details
1.	Dining Hall with Mini Kitchen
2.	Gym
3.	Medical Dispensary
4.	Kitty Party Area
5.	Sports Hall

FRONT VIEW

SIDE VIEW

Unit No..... of Block No.....
Tirupati Aakruti Greenz,
Opp. Hiramani School,
S.G.Highway,Ahmedabad.

		SCHEDULE AS PER THE SECTION - 32 A OF REGISTRATION ACT	
		The Party of the First part Mavjibhai Maganbhai Desai Impression of the left hand thumb The Party of the First part Girishbhai Somabhai Patel Impression of the left hand thumb The Party of the First part Ankitbhai Rajeshbhai Shah Impression of the left hand thumb The Party of the Second part Impression of the left hand thumb	

**Ankitbhai
Rajeshbhai
Shah**

**The Party of the
Second part**

**Impression of the
left hand thumb**

DATED

SALE DEED OF

UNIT NO..... OF BLOCK

at

[TIRUPATI AAKRUTI GREENZ]

by

**[(1) MAVJIBHAI MAGANBHAI DESAI
(2) GIRISHBHAI SOMABHAI PATEL,
(3) M/S TIRUPATI SARJAN LTD.]**

Along with the confirmation of

[M/S TIRUPATI SARJAN LTD.]

IN FAVOUR OF

[.....]

[illegible]