

SALE DEED

Sale Deed in respect of property bearing Flat/Unit No.____
admeasuring _____ Sq.Ft. (_____ Sq. Mt.) Carpet Area i.e.
_____ Sq. Ft. (_____ Sq. Mt.) Super Built up Area Floor
of Himalaya Pearl, constructed on the land of Survey
No.183/1, T.P.S. No.21, F.P. No.92 of Mouje Motera, Taluka
Sabarmati, District Ahmedabad for a consideration of
Rs._____-/-

Party of the :- Jai Ambe Associates
First Part PAN : AALFJ 1315 N
Vendor though it's Partner and
Authorized Signatory
Mr. Kamleshbhai P. Modi
Age 52, Business, Religion - Hindu
having address at B-412,
Himalaya Arcade, Opp.Lake,
Vastrapur, Ahmedabad.

Hereinafter referred to as the party of the first part and/or vendor which term shall mean and include the party of the first part, company, its directors, shareholder, successors, assigns etc.

Party of the
Second Part :

Purchaser

Hereinafter referred to as the party of the Second part and/or purchaser which term shall mean and include the party of the Second part, his/her/them successors, assigns etc.

The party of the first part do hereby execute this sale deed in favour of the party of the second part as under:

1. The party of the first part is the partnership firm.
2. The party of the first part is the owner and occupier of the land bearing Survey No. 183/1, F.P. No. 92, admeasuring 2196 Sq. Mtrs. T.P.S. No. 21 Mouje Motera, Taluka Sabarmati, District Ahmedabad.

4. Whereas, considering the revenue record and search of sub-registry record, title clearance certificate and search report was issued by the Idris Bengali & Associates, Ahmedabad and hence, rights and titles of the said land are clear and marketable.
5. Whereas, The Collector, Ahmedabad has granted N.A. permission to the said land as per Order No. CB/ JAMIN-2 /NA/SR-2150/2015 Dated 3-7-2014 and Mutation Entry of N.A. order has also been made in revenue record and thereby the said land is non-agriculture land for residential cum commercial use.
6. Whereas, the Ahmedabad Municipal Corporation has sanctioned the plans for construction of residential cum commercial building on the said land on dtd.09.11.2015 as per Case No. BLNTS/WZ/031015/GDR/ A51115/R0/M1 for A Block and BLNTS/WZ/031015/ GDR/A51116/R0/M1 for B & C Block and issued construction permission. Said N.A. permission and construction permission are very much in force and construction has been carried out as per the approved plans
7. Whereas, Jai Ambe Associates has thereby carried out the construction of residential scheme on the said piece of land. Residential building is named and styled as 'Himalaya Pearl'. hereinafter referred to as the said scheme.
8. Whereas, the party of the second part got booking of Flat/Unit No.____ admeasuring ____ Sq.Ft. (____ Sq. Mt.) Carpet Area i.e. _____ Sq. Ft. (____ Sq. Mt.) Super Built up Area _____ Floor of Himalaya Pearl. The party of the second part has paid the entire amount of consideration of the said Unit/Flat to the party of the first part and therefore this sale deed is executed.

9. Details of the property sold as per this sale deed ;

Unit /Flat No.____ admeasuring ____ Sq.Ft. (____ Sq. Mt.)
Carpet Area i.e. _____ Sq. Ft. (____ Sq. Mt.) Super Built
up Area _____ Floor of Himalaya Pearl, constructed on the
land of Survey No.183/1, T.P.S. No.21, F.P. No.92 of Mouje
Motera, Taluka Sabarmati, District Ahmedabad. It is clarified
that only built-up property within the four walls has been sold
to the party of the second part. It is clarified that rights as to
the terrace and outer wall and land are not given to the
purchaser. Only built-up flat/unit is sold as per this sale deed
and the said flat/unit shall be hereinafter referred to as the
said property.

10. Whereas, an amount of consideration of the said flat is fixed at
Rs.____/- Rupees _____only on lump-sum basis. Said
amount is the basic cost of the flat/unit.
11. The party of the second part shall be liable to pay an amount
of maintenance deposit and common area maintenance
charges at the rate as may be decided by the party of the first
part and/or the body of the building and/or agency appointed
for common maintenance work. The party of second part shall
also pay GST or any other government taxes.
12. The party of the second part has paid an amount of
Rs.____/- Rupees _____only to the party of the first part
by cheques/demand draft/RTGS and details of which are
mentioned in the column of payment of amount of
consideration. The party of the first part doth hereby
acknowledge the receipt thereof.
13. The party of the first part has handed over the vacate and
peaceful possession of the said flat/unit to the party of the
second part on today and party of the second part has taken

over the possession thereof on ownership basis. The party of the second part shall use the said flat/unit for lawful residence purposes only.

14. The party of the first part has sold the said flat/unit to party of the second part and therefore party of the second part became the lawful owner and occupier of the same and party of the first part shall have not any rights, titles, interest in the said flat/unit.
15. The party of the second part his/her/their successors, assigns shall be entitled to use, occupy and enjoy the said property till Sun and Moon rises. The party of the second part shall be entitled to use the said property for lawful residence purposes and shall be entitled to sale and transfer the said property by taking prior consent of party of the first part and/or body corporate that may be constituted for the said building.
16. The party of the second part has verified the quality of construction, specification, amenities etc. available in the said flat/unit/building and party of the second part is fully satisfied with the same and after such satisfaction this sale deed is got executed by the party of the second part. Hereinafter no dispute as to the quality of construction, specification/amenities shall be raised by the party of the second part.
17. This sale deed is executed by considering carpet area of the flat/unit. However, amount of consideration taken on lump-sum basis considering the carpet area of the said flat/unit. The party of the second part shall not have any right to raise any dispute as to the measurement/area of the flat/unit and if party of the second part raise any such dispute, same should be null and void.

18. The purchaser shall have right to sell, mortgage, gift, lease and/or alienate the said property to any person in any manner. It is clarified that transfer fee that may be payable for such transfer, shall be paid first and then property can be transferred and prior permission of the vendor or society, service society, association, building management company of any other administration body shall have to be obtained by the purchaser for the said future sell. In case the party of the second part transfer the property without paying transfer fee and without taking prior consent as mentioned above, such transfer shall be invalid.
20. The name of the said scheme is kept as "Himalaya Pearl", the purchaser and/or any other member cannot change, alter and/or modify the said name of Scheme in any manner. In other words, name of the scheme shall remain as Himalaya Pearl forever.
21. The party of the second part and/or any other member of the scheme shall not have any right to alter the elevation of the said building. The party of the second part shall not make any damage to said elevation. The outdoor A.C. unit can be kept at the place provided for the same, and before keeping outer A.C. unit permission of society, service society, maintenance body, association etc. shall have to be obtained by the party of the second part. Outdoor A.C. unit kept at the place other than the place provided for the same can be removed by the vendor and/or maintenance body.
22. The vendor has sold only built-up property within four walls. The purchaser is not given any right in any other portion of Jai Ambe Associates except to use staircase, passage, lift and common parking of Himalaya Pearl only. The purchaser shall not make any addition, alteration in the said premises in any

manner. The purchaser can do furniture fixtures etc. in the said premises.

23. It is clarified that the party of the second part has been given right to built-up flat/unit only. No rights, titles, interest are given to party of the second part in any manner in the open spaces of Himalaya Pearl, marginal land, open land, terrace, atrium, outer side of the wall in any manner. Right to publish advertisement board in the said building including outside wall of the flat/unit sold to party of the second shall be of the vendor and no dispute of any nature of party of the second part shall be entertained in any manner.
24. Allotted parking given to the member in the building of Himalaya Pearl, can be used by allotted member only. The party of the second part is not given any right to park any vehicle in allotted parking space. The visitors of the party of the second part shall park the vehicle outside the building and shall not bring the vehicle inside the building.
26. Appointment of agency to manage common maintenance of common areas of Himalaya Pearl shall be appointed by the vendor and the party of the second part shall be liable to pay common area maintenance charges to the said Management Company as per the rate that may be decided from time to time. In case, party of the second part fails to pay common area maintenance charges from time to time regularly, water supply and common facilities can be stopped by the vendor and/or Management Company. Use of lift and use of common parking and allotted parking can also be stopped for non-payment of CAM. More-over, Management Company shall be entitled to take other recourse of law to recover CAM.
27. The title papers such as Village Form No. 7/12, copy of approved plan, copy of construction permission, copy of N.A.

permission, copies of sale deeds in the name of the vendor are handed over by the vendor to the purchaser as on today.

28. The party of the second part shall not keep any illegal item in the said flat/unit and shall also not keep any inflammable items in the said flat/unit. The party of the second part shall not cause any nuisance and/or annoyance to the neighbor and shall not do any activity which may affect the religious belief of any person. More-over, party of the second part shall not do any activity so as to damage any portion of building. The party of the second part shall not keep any article in the staircase, passages etc.
29. The flat/unit sold hereunder is the sole ownership property of the party of the first part. It is assured by the party of the first part to the party of the second part that the said flat/unit has not been sold to any person in any manner except you the party of the second part. Any claim that may be raised by any person against this sale deed shall have to be removed by the party of the first part.
30. The purchaser shall have to pay the maintenance and other charges such as security charges, salary to gardener, building manager, housekeeping supervisor-manager, water supply expenses, light bill, road repairing and other maintenance of Himalaya Business Centre in proportionate and that too as per the amount decided by the association / society / corporate body established for maintenance. The purchaser has agreed to pay the said amount regularly on each month regularly. In case of failure / delay in making such payment, the purchaser shall be liable to pay monthly 2% penalty. It is clarified that if flat/unit is kept under non-use than such charges should be payable and such payment should be compulsory. In case of arrears of payment of such maintenance charges of any six months, the membership of purchaser shall come to an end

and the purchaser will not be entitled to use the common amenities including lift and vendor and / or any person appointed for maintenance of the building shall be entitled to recover the said arrears with cost. In case, party of the second part give the said flat/unit to tenant than maintenance charges would be 10% more than the self-use or as decided by vendor/building management company/service society. It is an essence condition to pay the maintenance to maintain ownership of flat/unit.

31. The party of the second part can give the said premises on rent but before doing so, the party of the second part shall provide the details of tenant to the vendor and/or management company and also concern police authority. The party of the second part shall take prior permission of the vendor and/or management company.
32. The purchaser has agreed not to enter his name in the city survey / revenue / Ahmedabad Municipal Corporation unless and until all the sale deed in respect of entire Himalaya Pearl are executed in favour of all members of the scheme. Even if party of the second part tries to enter his name, it will be considered illegal and he shall be responsible for any loss occurring to the party of the first part.
33. The party of the second part shall have to become member compulsorily in the society, association and/or body corporate that may be formed of the said building as per the rules of Ahmedabad Municipal Corporation and shall be abide by rules and regulations thereof.
34. All taxes till this date are paid by the vendor. The purchaser shall pay all such taxes from today onwards.

35. The expenses of this sale-deed such as stamp-duty, registration fee/charges, advocate fees, typing charges, and other miscellaneous expenses are borne by the party of the second part i.e. purchaser. Any additional stamp duty payable in future shall also be paid by the purchaser only. The liability to pay service tax, vat shall also be of the purchaser only.
36. All the rights of terraces of all top floors and fourth floor shall be with the vendor. No right in any portion of terrace is given and/or to be given in any manner to the purchaser. The vendor shall have right to use/occupy terraces as per its own choice. The vendor can sale, allot and/or transfer the said terraces to any person in any manner. The said terraces can be given by the vendor for hoarding, putting mobile tower, T.V. Tower and/or for any other use. Sale proceeds, income, rent and/or profit receivable for the said terrace shall be of the vendor only. It is clarified that except the allotted parking at any place / floor of the said building, all the rights related to entire building and terraces shall be of the vendor only. All outer wall of the said building shall also be of the vendor.
37. The right to put advertisement boards in the outside and inner side of the entire building of Himalaya Pearl shall be of the vendor only. Even in the margin and parking space advertisement boards can be put by the vendor. Income/profit thereof shall be of the vendor only.
38. Details of payment of amount of consideration:-

Amount Rs.	Date	Cheque No.	Bank

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We, the vendor, say that we have received the said cheques in all of Rs. _____/- (Rupees _____ only) and this sale deed is executed subject to realization of cheques. It is agreed by purchaser that in case of dishonored of any cheque, this sale deed shall stand cancelled and vendor shall be entitled to get back the possession of the property sold hereunder.

Description of Property

Flat /Unit No. _____, Floor _____, admeasuring (_____ Sq. Mt.) Carpet Area i.e. _____ Sq. Ft. (_____ Sq. Mt.) Super Built up Area in a scheme of "Himalaya Pearl" and constructed on the land of Survey No.183/1, F.P. No. 92, T.P.S. No.21 Mouje Motera, Taluka Sabarmati, District and Sub District Ahmedabad and bounded as follows:

East :

West:

North:

South:

This deed of conveyance is executed by party of the first part in favour of second part with consent and confirmation of the confirming party and same should be binding to all the parties hereto, their successors, assigns etc.

Place : Ahmedabad

Date :

Jai Ambe Associates
As party of the first part/vendor

(Kamleshbhai P. Modi)