

SALE DEED

This SALE DEED is made at BHARUCH onth day of '2021

The project "Nexus Residency - Mixed Development Project (Commercial & Residential) promoted by Sonal Associates & Co and constructed on Non Agriculture Land bearing REVENUE SURVEY NO: 242/2 Paiki MOJE: ZADESHWAR VILLAGE, TALUKA: BHARUCH, DISTRICT: BHARUCH, GUJARAT, INDIA having 1700 Sq. Mtrs. Thest Floor Shop/Flat No. admeasuring carpet area Sq.mtr. of " NEXUS RESIDENCY ", in the registration district, sub-district Bharuch for Rs./- (Rupees only).

RERA Registration No: _____

BETWEEN

SONAL ASSOCIATES & CO.

(PAN No. AEKS4064C) (GST No. 24AEKS4064C1Z6) through its authorised signatory PIYUSH DHIRAJLAL SHAH (Pan No. 24AHXPS2648Q), a partnership firm, Register office at 7th floor, Shree Mangalam Complex B/h. Aditya Complex, Kasak Bharuch, (hereinafter referred to as the "OWNER" which expression shall, unless it be repugnant to the subject or context would include his heirs, successors, administrators and assigns) of the FIRST PART.

AND

.....
(PAN NO.) (Aadhaar No.)

Hindu inhabitant aged about years, Occupation: having its Residence at

(hereinafter referred to as the "PURCHASER" which expression shall, unless it be repugnant to the subject or context would include his heirs, successors, administrators and assigns) of the SECOND PART.

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Piyush Dhirajlal Shah
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WHEREAS

01. That the land Revenue Survey No. 242/2 paiki adm 0-17-00 Sq.Mtr. was original belings to Bai Revaben D/o Haribhai and W/o Prabhatbhai.

That Bai Revaben D/o Haribhai and widow of Prabhatbhai expired so the heirs Maniben W/o Haribhai and minor Laxmanbhai Prabhatbhai names entered in revenue record for that the mutation entry no. 3551 dated 30.11.81 was mutated and it was sanctioned by authority.

That Maniben Haribhai expired on dated 25.12.87 so the name of Maniben Haribhai deleted from revenue record and the name of Laxmanbhai Prabhatbhai was continue. For that the mutation entry no. 4288 dated 25.08.88 was mutated and it was sanctioned by authority.

That Taluka development officer, Taluka Panchyat Bharuch by his order Kramank : T.P./land/Vasi/ N.A./42/9394 dated 06.06.1994 convert this said land into N.A. land.

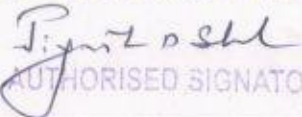
That the land Revenue Survey No. 242/2 adm.1700 Sq.Mtr. N.A. land sold by Laxmanbhai Prabhatbhai Parmar through Power of Attorney Holder Kantilal Revadas Patel to Navneet Nandalal Thakkar for a consideration of Rs. 60,000/- by Registered Sale Deed on dated 30.12.94. For that the mutation entry no.6114 dated 29.04.1995 was mutated and it was sanctioned by authority.

That Navneet Nandalal Thakkar sold the said land by registered sale deed No. 758 dated 21.01.2011 for a consideration of Rs. 12,00,000/- to Piyush Dhirajlal Shah owner of Sonal Associates. For that the mutation entry no. 10043 dated 29.07.2011 was mutated and it was sanctioned by authority.

That M/s. SONAL ASSOCIATES availed a Commercial Real Estate-Res Housing Corporate Loan of Rs. 10,00,00,000/- (Rs. Ten Crore Only) from Central Bank of India on Dtd. 31/12/2012.

That M/s. Sonal Associates had paid entire loan Amount with interest of Central Bank of India. The Release of Mortgage Deed Registered before Sub-Registrar Bharuch at Sr. No. 1231 Dated 18/02/2015 and no due Certificate issue by Central Bank of India on Dtd. 20.02.2015.

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That the owner of land applied online for fulfill the premium amount and N.A. permission for multipurpose use to Collector Bharuch on dated 15/07/2020. He said Rs. 63,75,000/- amount of premium that Collector Bharuch by his order kramank 313/21/04/073/2020 Dated 26.08.2020 to convert the said land into N.A. multipurpose use. For that the mutation entry no. 13618 dated 26.08.2020 was mutated and it was sanctioned by authority.

That the owner of land applied to the Collector Bharuch for the permission under section 65 of Gujarat Land Revenue code 1879 on dated 15.07.2020. That the Collector Bharuch by order kramank : 334/21/04/073/2020 sanctioned for N.A. use. For that the mutation entry No. 13622 dated 29.08.2020 was mutated and it was sanctioned by authority.

That the owner of Land Piyush Dhirajlal shah, owner of Sonal Associates sold the said land to Sonal Associates & Co. for a consideration of Rs. 1,70,00,000/- by registered sale deed No. 4393 dated 04.05.2021. For that the mutation entry no.13867 dated 01.06.2021 was mutated and was sanctioned by authority.

That Sonal Associates & Co. is partnership firm registered on dated 01.09.2021. This said partnership Firm consist 3 partners (1) Piyush Dhirajlal Shah (2) Rahul M. Kulchandani (3) Sakshi Rajesh Kulchandani.

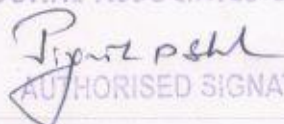
That the owner of land Laxmanbhai Prabhatbhai Parmar applied Taluka Development officer Bharuch to convert the said land into Non-agriculture purpose.

The Bharuch Ankleshwar Urban Development Authority is issue the **BUILDING CONSTRUCTION No. 1379 that number are BAUDA/BADHKAM PARVANGI/FA.NO. 1413/VASHI/2191 TO 2194 DATED 14.09.2021.**

On going through the said records, I have found that the said land bearing revenue survey No. 242/2 paiki admeasuring 1700 Sq.Mtr of Village Zadeshwar Ta. Dist. Bharuch stands at present in the name of Sonal Associate & Co.

I have given public Notice regarding of the said land on dated 07.10.2021 but still today no objection of anybody is received.

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In view of the above facts after verifying the more then 30 years records (UTARA) and search report, I am of the opinion that the said land revenue survey No. 242/2 paiki admeasuring 1700 Sq.Mtr of Village Zadeshwar Ta. Dist, Bharuch stands at present in the name of Sonal Associate and Co.

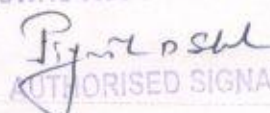
02. The Registered Agreement of Sale (Banakhat) as per RERA Norms and RERA prescribed format was done dated: _____ and this sale deed will honor all the rules and regulations mentioned in Registered Agreement of Sale (Banakhat).

03. The OWNER has agreed to sell and the PURCHASER has agreed to purchase Shop/Flat No. on the Floor, admeasuring carpet area Sq.mtr. of " NEXUS RESIDENCY ", more particularly described in the schedule hereunder and delineated by red ink in the plan hereto annexed (hereinafter referred to as the 'said premises') and the PURCHASER has paid to the OWNER said of Rs./-by Cheque No. as consideration for the said premises. The PURCHASER has now requested the OWNER to execute this deed of conveyance which the OWNER has agreed to do in the manner and on the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

- (a) In consideration of Rs./- (Rupees only) paid as under by the PURCHASER to the OWNER, receipt whereof the OWNER doth hereby acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the PURCHASER forever, the OWNER doth hereby grant, convey, sell transfer and assign to and unto the PURCHASER absolutely and forever Shop/Flat No. on the Floor of the "NEXUS RESIDENCY" Commercial and Residential Project admeasuring Sq.Mtr. (..... Sq.ft.) and undivided share of the land Sq.mtr. situated at Zadeshwar, Bharuch TOGETHER with the proportionate right / share or undivided interest in the land below the said building and more particularly described in the schedule hereunder and delineated by red ink in the map hereto annexed free from any charge encumbrance TOGETHER WITH all rights, privileges, easements, appurtenances there on whatever belonging to or in any manner

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appertaining to or usually hold or occupied therewith or reputed to belong to or be appurtenant thereto TO HAVE and TO HOLD the same absolutely, peaceably and forever AND the OWNER has delivered today to the PURCHASER actual possession thereof.

PARTICULARS OF CONSIDERATION

Rs./-(Rupees only) Paid.

Sr. No.	Amount	Mode of Payment
1	0=00	Cheque No
2		
3		
4		
5		
	0=00	Total Rs.

The PURCHASER has paid the said amount to the OWNER receipt whereof the OWNER admits and acknowledges.

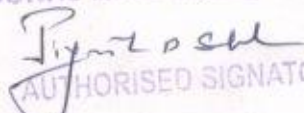
- (b) It is hereby declared that the PURCHASER may at all times hereafter peaceably hold, use and enjoy the said premises without any hindrance, interruption, claim or demand from the OWNER or any other whomsoever and shall be entitled to transfer or convey the same by sale, exchange gift, lease, mortgage or in other manner howsoever SUBJECT however to any lawful directions, instructions and orders that may from time to time or any time be issued by any competent authority in that behalf and the OWNER will have no right, title or interest therein.
- (c) It is hereby expressly agreed and understood that the PURCHASER does not under this conveyance acquire any right, title or interest in or over any other portion of the property / Building, EXCEPT the premises hereby conveyed.
- (d) The PURCHASER shall be entitled to make reasonable use of the common passages, staircase, lift and other common amenities in the Commercial and Residential Building along with the other occupants/ owner of the

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P. J. P. S. H.
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"Nexus Residency" Commercial and Residential Project and will have to pay his share of the maintenance charges as may be determined by the ASSOCIATION/MAINTENANCE CO. OP.SOCIETY. The Purchaser shall pay such a maintenance charges regularly and in time. Use of water supply, lift and other common amenities shall be restricted in case of nonpayment of such a maintenance charges by ASSOCIATION/MAINTENANCE CO. OP.SOCIETY.

- (e) The open space, common passages, staircases etc., belong to the ASSOCIATION/MAINTENANCE CO. OP.SOCIETY and the same shall be maintained by the OWNER till any ASSOCIATION/MAINTENANCE CO. OP.SOCIETY is formed by the occupants of the complex. All such common spaces, passages etc, will vest in the ASSOCIATION/MAINTENANCE CO. OP. SOCIETY as and when the same is formed by the occupants of the Commercial/Residential Building and all such common amenities like security, lift, cleaning, sanitation, cleaning of overhead tanks, water line, regular maintenance of the building, generator, Land Scape etc., shall be regularly maintained by such ASSOCIATION/MAINTENANCE CO. OP. SOCIETY.
- (f) The PURCHASER shall become member of such ASSOCIATION/MAINTENANCE CO. OP. SOCIETY and shall abide by and conform to the directions, decisions and resolutions of the said ASSOCIATION/MAINTENANCE CO. OP. SOCIETY. It is clarified that the PURCHASER shall pay fees, Maintenance Deposit of the association and the separate maintenance charges etc. as may be determined by the office bearers of the association. It is further clarified that if any further amount for the same is required in future by the association, the PURCHASER shall pay his pro-rata share towards the same.
- (g) There is a parking facility in the outside surrounding, Back side of the building and Basement floor of the Commercial and Residential Building. The PURCHASER will be provided parking space therein common parking. The visitor parking will be in front of commercial premises.

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- (h) The PURCHASER shall not use the said premises for any illegal or immoral purpose which may or is likely to cause nuisance to other owners or occupants of the Commercial and Residential Building.
- (i) The PURCHASER shall not store or bring in the said premises any goods or articles which are hazardous, dangerous or combustible or considered objectionable by the concerned authorities or the OWNER or to cause hindrance in the structure of the complex or carry any heavy articles or packages which are likely to damage the staircase, lifts, common passages etc.
- (j) The PURCHASER or the occupant shall not throw any dirt, rubbish, rags in any portion of the Residential Building.
- (k) The PURCHASER from the date of possession hereby covenant to keep the said premises in good and tenantable state and condition.
- (l) (a) The PURCHASER shall not carry out any changes in the front elevation, back or side of the Residential Building or inside portion of the Flat. The PURCHASER shall also not decorate the exterior of the said premises otherwise then in the manner agreed to by the OWNER/ASSOCIATION/SOCIETY. It is compulsory to take prior permission by purchaser before doing such things from ASSOCIATION/MAINTENANCE CO. OP. SOCIETY.

(b) In case of any damage, leakage in pipe line for water supply or drainage in the flat or in common water supply or common drainage. The PURCHASER shall extend necessary co-operation to the ASSOCIATION/MAINTENANCE CO. OP. SOCIETY.
- (m) The said premises is conveyed /sold as is where is whatever there is on the side and on the record to the purchaser herein and the purchaser has accepted the same.
- (n) The PURCHASER confirms that he/she has seen and inspected the plans, permissions approved by the concerned authorities and all other documents relating to the title/ ownership of the OWNER in respect of the property AND the PURCHASER shall not raise any objection or dispute in

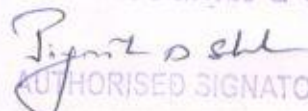
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future in that regard to or in regard to the title, construction or measurements of the said premises.

- (o) The PURCHASER shall comply with all the rules, regulations etc. of the Government or competent authority for the time being in force and shall abide by all lawful orders directions etc. issued by them.
- (p) It is hereby declared and clarified that the wall between the said premises and the adjoining premises shall jointly belong to the owners thereof if there is any wall which is not part of the adjoining premises, the same shall belong exclusively to the PURCHASER.
- (q) If the PURCHASER at any time hereafter transfer by sale, mortgage, gift, or in any manner the property hereby conveyed to him/her, the terms and conditions herein shall be incorporated by him in the deed of such transfer by him/her.
- (r) The PURCHASER shall hereafter pay all municipal taxes, cesses, etc. that may be levied or leviable by the local / competent authority in respect of the said premises. AND if the said premises are not separately assessed for the purposes of such taxes, cesses etc, the PURCHASER shall pay his share or contribution thereof as may be determined by the association. The amount so payable by The PURCHASER shall be in addition to the share or contribution towards the maintenance charges and fees of the association. All such taxes, cesses payable before the execution of these presents have been paid by the OWNER.
- (s) THAT the expenses for stamp duty including the recovery of any deficient stamp duty, registration charges of and incidental to this conveyance and all other outgoings in pursuance hereof shall be borne and paid by the PURCHASER. For said premises GST shall be borne and paid by the PURCHASER. Insurance for Flat shall be borne by purchaser after the possession of Flat.
- (t) THAT the OWNER hereby agrees that it and all persons claiming through it will at all times hereafter and upon any reasonable request and at the cost of the PURCHASER, do and execute to be done and executed all such

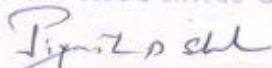
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lawful acts, deeds and things whatsoever for more perfectly conveying and assuring the said premises unto the PURCHASER and for getting the same mutated in the relevant Government records in the name of the PURCHASER according to the true intent and meaning of these presents.

- (u) Severability: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement."
- (v) In case of any dispute between OWNERS and PURCHASER, all such disputes will be resolved as per the RERA ACT (Rules and Regulations).
- (w) In case of any problem in RCC Structure within 5 years of Occupancy Certificate, OWNER will repair on its own cost.
- (x) If any doubt or dispute arises between the parties as to the true meaning and construction or any of the terms herein contained or in respect of the rights and obligations of the parties hereunder or in respect of any matter arising from this conveyance the same shall be referred to the sole arbitration **Shri Advocate Himanshu I. Shah**. The arbitrator shall act in accordance with the provisions of the Arbitration Act for the time being in force. The decision of the arbitrator shall be final and binding on the parties and neither of the parties shall take recourse to any legal proceedings in that regard without first obtaining the decision or opinion of the Arbitrator.
- (y) THE PROMOTER SHALL NOT HAVE ANY CLAIM OVER F.S.I., ADDITIONAL F.S.I ,COMMON AREA AND TERRACE RIGHTS AFTER BUILDING USE PERMISSION HAS BEEN OBTAINED, SUCH RIGHTS IF ANY WILL BE ENCLOSED BY SOCIETY OF BUYERS.

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THE SCHEDULE ABOVE REFERRED TO

The project "Nexus Residency - Mixed Development Project (Commercial & Residential) promoted by Sonal Associates & Co and constructed on Non Agriculture Land bearing REVENUE SURVEY NO: 242/2 Paiki MOJE: ZADESHWAR VILLAGE, TALUKA: BHARUCH, DISTRICT: BHARUCH, GUJARAT, INDIA having 1700 Sq. Mtrs. Thest Floor Shop/Flat No. admeasuring carpet area Sq.mtr. of " NEXUS RESIDENCY ", in the registration district, sub-district Bharuch for Rs./- (Rupees only).

The Undivided share of Land of thest Floor Shop/Flat No. is admeasuring carpet area Sq.mtr.

The building and the same is bounded as under.

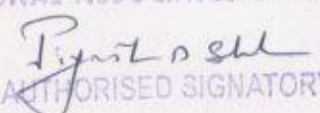
On Or towards East	:	..
On Or towards West	:	..
On Or towards North	:	..
On Or towards South	:	..

This said premise is delineated by a red ink the plan hereto annexed and the measurements and boundaries shown in the map are to be treated as final.

IN WITNESS WHEREOF, the parties hereto have put their respective hand hereunder on the day and in the month and year hereinafter mentioned.

SIGNED SEALED AND DELIVERED BY

Sonal Associates & Co.
Authorised Signatory
Piyush Dhirajlal shah

SONAL ASSOCIATES & CO.

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IN PRESENCE OF :

(1) _____
(2) _____

SCHEDULE

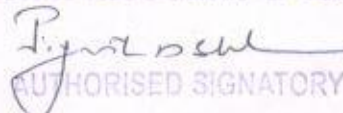
Name	Photo	Thumb Imp.	Signature
<u>Owner:-</u> Sonal Associates & Co. Piyush Dhirajlal Shah			
<u>Purchaser:-</u>			

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PROPERTY PHOTO

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