

SALE DEED

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SALE DEED of Property bearing Unit No._____ on the _____
Floor admeasuring about _____ sq.feet i.e. _____ sq.mtrs (carpet
area) in the scheme known as “*NORTH VIEW HEIGHTS*” alongwith
_____ sq.mtrs of undivided share in the land bearing Final Plot
No.27 of Town Planning Scheme No.3 (land of old Block No.552
admeasuring about 4755 sq.mtrs) situate, lying and being at
MOUJE : GHUMA, Taluka: Daskroi, (Old Taluka: Ahmedabad City
West), in the Registration District of Ahmedabad and Sub District
of Ahmedabad-9 (Bopal) for a consideration of **Rs.**_____/ -
(Rupees _____
Only).

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This Sale Deed is made on _____ Day of _____, 201____
between:

[1] _____, Aged adult, Business by
Occupation,

[PAN _____]

[Aadhar No. _____]

[2] _____, Aged adult, Business by
Occupation,

[PAN _____]

[Aadhar No. _____]

Both residing at _____

(which expression shall unless it be repugnant to the context
meaning thereof mean and include _____ &
_____ and their legal heirs, successors,
administrators, executors, assignees, etc.) hereinafter called as
"THE PARTIES OF THE FIRST PART" or "PURCHASER"

A N D

VARNIRAJ REALTY, a Partnership Firm, having its Office at
_____, Ahmedabad **represented**
by its Working Partner MR. HARSHADBHAI BABUBHAI
LAKHANI

[PAN _____]

(which expression shall unless it be repugnant to the context
meaning thereof mean and include **VARNIRAJ REALTY, a**
Partnership Firm and its Partners presently and from time to
time and their legal heirs, successors, administrators, executors,
assignees, etc.) hereinafter called as **"THE PARTY OF THE**
SECOND PART" or "SELLER".

WHEREAS the Party of the Second Part is the owner and seized and possessed of Property bearing Unit No._____ on the _____ Floor admeasuring about _____ sq.feet i.e. _____ sq.mtrs (carpet area) in the scheme known as “*NORTH VIEW HEIGHTS*” alongwith _____ sq.mtrs of undivided share in the land bearing Final Plot No.27 of Town Planning Scheme No.3 (land of old Block No.552 admeasuring about 4755 sq.mtrs) situate, lying and being at MOUJE : GHUMA, Taluka: Daskroi, (Old Taluka: Ahmedabad City West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-9 (Bopal) more particularly described under the schedule hereunder written (hereinafter referred to as "**THE PROPERTY**").

Land admeasuring about 2853 sq.mtrs of Final Plot No.27 of Town Planning Scheme No.3 (land of old Block No.552 admeasuring about 4755 sq.mtrs) situate, lying and being at MOUJE : GHUMA, Taluka: Daskroi, (Old Taluka: Ahmedabad City West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-9 (Bopal) was purchased and acquired by VARNIRAJ REALTY, a Partnership Firm from Dilipbhai Sevantilal Desai, Vinodbhai Tilchandbhai Desai & Vijaybhai Gunvantrai Doshi by a Sale Deed, which was registered before the Sub Registrar of Ahmedabad under serial No.4420 dated 21-04-2018.

Taluka Development Officer, Dascroi granted Non-agricultural Use Permission for residential purpose vide his order No. T.P. JMN/G/1S.R.8.V.1566 dated 25.10.1993.

Plans for proposed construction of residential scheme of Flats were submitted for approval, which were approved by Ahmedabad Urban Development Authority vide its Order dated 01-06-2018.

The Party of the Second Part after obtaining necessary permission has floated a commercial scheme known as “*NORTH VIEW HEIGHTS*”.

The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI, VII and other relevant revenue record showing the nature of the title of the Party of the Second part to the project land on which the scheme is constructed and have also been inspected by the Parties of the First Part and he/they is/are satisfied in respect of the same.

Party of the Second Part has applied for registration vide Acknowledgement No.PR/AHMEDABAD CITY/_____ for the Project under the provisions of the Act with the Real Estate Regulatory Authority at Ahmedabad.

On demand from the Parties of the First Part the Party of the Second Part has given inspection to the Parties of the First Part of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016.

The Parties of the First Part approached the Party of the Second Part and expressed his desire and willingness to buy the above property and after negotiation the Property bearing Unit No._____ on the _____ Floor admeasuring about _____ sq.feet i.e. _____ sq.mtrs (carpet area) in the scheme known as "*NORTH VIEW HEIGHTS*" alongwith _____ sq.mtrs of undivided share in the land bearing Final Plot No.27 of Town Planning Scheme No.3 (land of old Block No.552 admeasuring about 4755 sq.mtrs) situate, lying and being at MOUJE : GHUMA, Taluka: Daskroi, (Old Taluka: Ahmedabad City West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-9 (Bopal) to the Parties of the First Part and as such this Sale Deed is executed between the parties, as agreed upon as under :

1. It is assured by the Party of the Second Part that it is seized and possessed and owner of the property and no person has any right, charge, lien or encumbrance over the property and

is free from all reasonable doubts.

- 2. The right, titles of the property are clear and marketable and the property or part thereof is not given to any person in any manner till date and the same is not under the direct or indirect charge of any person, Firm, Company, Bank or financial institution and no charge, right, lien or encumbrance is created over the property.
- 3. The property or part thereof is not given in any manner to any person and the Party of the Second Part are entitled to sell the property.
- 4. The Party of the Second Part have sold the property to the party of First Part for consideration of **Rs.**_____/-(**Rupees** _____ **Only**), which is exclusive of AMC, Torrent Power Charges & Common Amenities, Society Maintenance Deposit, Running Maintenance, Legal Charges, G.S.T & other Government Levy's.
- 5. The Parties of the First Part has paid full consideration as per the particulars mentioned hereunder :

Sr. No.	Details of payment	Amount
1.		
2.		
3.		
4.		
5.		
6.		
	TOTAL ==>	

- 6. It is confirmed by the Party of the Second Part that the full amount of consideration is received from the Parties of the

First Part and against that the vacant and peaceful possession of the property is handed over to the Parties of the First Part to their satisfaction by the Party of the Second Part.

7. It is confirmed by the Parties of the First Part that the said property is handed over in good and proper condition completely and other required amenities, facilities and services as per the plans, specifications and designs seen and approved by the Parties of the First Part with additions, alterations or changes made therein as per the request of the Parties of the First Part at their risk, cost and consequences.
8. It is further agreed and confirmed by the Parties of the First Part that they will not hereafter be entitled to make any complaint or raise any dispute or grievance about the plans, specifications, design, material used in the construction of the property and workmanship of the said property and the said "*NORTH VIEW HEIGHTS*" Project in general.
9. The Party of the Second Part hereby states that stairs, passage, common area of the scheme and the compound wall of the scheme will always remain common co-ownership of the members of "*NORTH VIEW HEIGHTS*" and its repairing, re-construction or maintenance including common electricity bill, housekeeping charges, lift maintenance, liftman salary and lift electricity bill will be borne by the members of the scheme in equal contribution, which is accepted by the Parties of the First Part.
10. The Party of the Second Part hereby confirms that no member of "*NORTH VIEW HEIGHTS*" including the Parties of the First Part will be allowed to utilise the common passage, stairs and the common area of the building for keeping their personal belongings, shoe racks, goods, extra office furniture or any type of encroachment in the common area and utilities.

11. The Party of the Second Part hereby confirms that members of “*NORTH VIEW HEIGHTS*” including the Parties of the First Part will be allowed to use general/common amenities of the scheme and will not be entitled to raise any objection or create dispute regarding the same in future.
12. The Party of the Second Part has sold the above property to the Parties of the First Part with the condition that the property is to be utilised only for residential/commercial purpose and not for any other purpose other than for which the property is conferred, which may result into nuisance or annoyance to other members of the scheme or for any illegal or immoral purposes.
13. The Parties of the First Part hereby agree and confirm that, if they are desirous to use the premises for extended hours they will have to follow the rules and regulations, which are framed by the Developer/Service Society and their amendments from time to time for which they will be required to seek the permission of the Developer/Service Society.
14. It is informed by the Party of the Second Part that the members of the scheme “*NORTH VIEW HEIGHTS*” including Parties of the First Part will use the bore well, underground and overhead water tank, fire safety equipments, pressure pumps or any other facilities supplied for common use in the building and pay for the same in equal proportion always as and when demanded.
15. It is informed by the Party of the Second Part that all the general/common amenities in the building will be used by the members as per the guidelines set out by the Developer/Service Society and its rules framed and amended from time to time. The members will have to put their name plates at the designated place provided by the Developer and not at

any other place in the building. The front door of each unit will be kept same and hence cannot be changed by the Parties of the First Part or any other person/members.

16. It is informed by the Party of the Second Part that the members of the scheme "*NORTH VIEW HEIGHTS*" including Parties of the First Part cannot change the name of the scheme and further they are not entitled to make changes in the front elevation of the building or colour scheme of the building. The Party of the Second Part will be responsible for proper maintenance of the building, its structure and common amenities as per the provision of RERA upto 5 (five) years.
17. Party of the Second Part will form maintenance Society for effective administration and maintenance. Parties of the First Part will have to compulsorily register as the Member of the Service Society and from the date of execution of the Sale Deed, Parties of the First Part will (automatically) become the member of the Service Society and will have to abide by the Rules and Regulation of the Service Society presently or as amended in future. For the maintenance of "*NORTH VIEW HEIGHTS*" Scheme they will have to pay maintenance deposit and the monthly/yearly maintenance as specified by the Service Society from time to time.
18. The Party of the Second Part will give preference to the Parties of the First Part for parking spaces in the parking area of the scheme, which is marked as per the parking plan and separately to be submitted to the Parties of the First Part. The Parties of the First Part cannot close the allotted parking space by wire fencing, railing or in any other manner and cannot utilise the parking space except the parking of the vehicle. The Parties of the First Part cannot assign or transfer their parking rights to any other member in any form.

19. After the property is conveyed by the Party of the Second Part to the Parties of the First Part the Parties of the First Part will be sole and absolute owner of the said property and will be entitled to sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the said property in accordance with the terms and conditions of the Service Society. If the property is let out the necessary information to the nearest Police Station will be given by the Parties of the First Part at his cost and consequences. In the event the Parties of the First Part is desirous of selling the said unit they shall comply with the following:-

1 The Parties of the First Part shall give prior notice in writing about their intention to sell the said Unit, informing about the New Purchaser thereof and shall obtain No Dues Certificate from the Service Society prior to sale.

2 All terms and conditions, otherwise binding to the Parties of the First Part shall equally be binding also to the New (proposed) Purchaser.

20. It is agreed and confirmed by the Party of the Second Part that the construction is carried out in accordance with law and as per the approved plans and building bye-laws and regulations of AMC. It is agreed and confirmed by the Parties of the First Part that in future, if any premium, Betterment Charges or any other charges are levied by AMC or any other Authority for the said property, the same shall be borne and paid by the Parties of the First Part pertaining to individual Unit or common in nature.

21. It is agreed and confirmed by the Parties of the First Part that they will neither make any temporary or permanent addition or alternations in the structure of the property, nor

shall do anything which may cause damage or which may weaken the structure of the Building, like slab, columns, beams, load bearing walls, etc. Similarly, the Parties of the First Part will not also, cover the cut outs/ducts or any other space provided by the developer. The Parties of the First Part otherwise shall not do anything which in the opinion of the Service Society does not maintain proper decorum and decency to the Building/Project.

22. The Parties of the First Part will not throw dirt, rubbish, garbage, trash or any other items and refuse or permit the same to be thrown out from their property in the common passages, compound or any portion of the said building.
23. It is confirmed by the Parties of the First Part that the Lift/Elevators facility in this scheme shall be used as per rules and regulations of the Maintenance Society and as far as possible economically. The Servants of the Parties of the First Part shall use the said special Service lift/elevators and they will take proper care and co-operate. The Members of the scheme will particularly inform their staff not to use the lift often or unattended due to Safety and Maintenance reasons. The quality of lift/Elevators Installed in the Building are of Standard quality. Therefore any injury due to wrong or faulty use will not hold the Party of the Second Part responsible for any claim or damages. The Parties of the First Part or his legal heirs will not demand or be entitled to demand such damages/compensation from the Party of the Second Part.
24. The Party of the Second Part or his legal heirs, will not claim by way of any right over the property in future.
25. It is assured by the Parties of Second Part that common maintenance, Government, Semi Government taxes including

Ahmedabad Municipal Corporation Property Taxes and Electricity charges and all other taxes and expenses in respect of the property are to be paid by the Party of the Second Part till the date of Sale Deed of unit to the Parties of the First Part. From the date of Sale Deed all the taxes and other levies, etc. are to be paid by the Parties of the First Part.

26. No litigation in respect of the property is pending in any Court of Law. No Court has granted any attachment or injunction order by which the Party of the Second Part are restrained from transferring or selling the property and no notice has been received by them from any Court of Law.
27. It is assured by the Party of Second Part that the property or part thereof is neither in acquisition nor requisition of any Government or Semi Government, or Corporation and no notice has been served on them till date.
28. It is assured by the Party of Second Part that there is no claim of maintenance made in any Court of Law in respect of this property, and no notice has been served to them till date.
29. The Party of the Second Part will fully co-operate the Parties of the First Part for transfer of the property before any authority and will sign all necessary papers, applications, letters, bonds etc for entering the name of the Parties of the First Part in Ahmedabad Municipal Corporation, Electricity Supply Company etc.
30. The property does not come under the disturbed area as declared by the State Government no permission is required to be obtained under The Disturbed Area Act, 1991.
31. All expenses such as Stamp Fees, Registration Fees,

Advocate Fees etc are to be borne by the Parties of the First Part.

The above sale deed is executed by the parties of both the part by their own and free Will, without undue influence and coercion, which is binding not only to the parties of both the part, but also to their legal heirs, successors, administrators, executors, assigns etc., and for the same they have signed hereunder in presence of Witnesses.

SCHEDULE

All that piece and parcel of Property bearing Unit No._____ on the _____ Floor admeasuring about _____ sq.feet i.e. _____ sq.mtrs (carpet area) in the scheme known as “*NORTH VIEW HEIGHTS*” alongwith _____ sq.mtrs of undivided share in the land bearing Final Plot No.27 of Town Planning Scheme No.3 (land of old Block No.552 admeasuring about 4755 sq.mtrs) situate, lying and being at MOUJE : GHUMA, Taluka: Daskroi, (Old Taluka: Ahmedabad City West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-9 (Bopal) and bounded as under:-

On or towards East :
 On or towards West :
 On or toward North :
 On or towards South :

VARNIRAJ REALTY, a Partnership Firm
represented by its Working Partner
HARSHADBHAI BABUBHAI LAKHANI

WITNESSES

(1) _____

(2) _____

PHOTOGRAPH OF THE PROPERTY SOLD

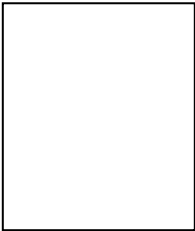
VARNIRAJ REALTY, a Partnership Firm
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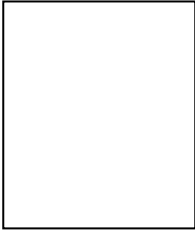
PHOTOGRAPH OF THE PROPERTY SOLD

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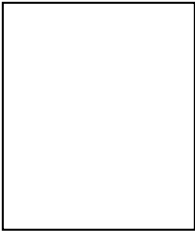
SCHEDULE AS PER SECTION 32(A) OF REGISTRATION ACT

PURCHASER





SELLER



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