

≈≈ ≈≈ SALE DEED ≈≈≈≈

Registration District Ahmedabad and Sub District Ahmedabad - 02 (Vadaj), Taluka Sabarmati, Moje Ranip, TP Scheme No- 03 (Ranip) its Allotted Final Plot No : 130 admeasuring 2804 sq. mt. & Final Plot No : 131 admeasuring 1535 sq. mt. The Agreement for sale is without possession of the property mentioned in the appendix to this agreement for sale is one of the flats built on the land known as "SUVIRAL APARTMENT."

Party of the First Part (Vendor) :

On behalf of and from Suviral Co. Op. Ho. So. Ltd.

Chairman/Secretary/Authority Member :

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Address: Suviral Apartment, Nr. Sarveshwar Mahadev,
Radha Swami Road, Ranip, Ahmedabad – 382480.

In the present deed, above mentioned parties are addressed as First Party or Vendor. First Party or Vendor includes society, its office bearers, current members and their guardians, successors, assignees, executors etc. Hereafter, they are addressed as First Party or First Part or Vendor or first sided.

Party of the Second Part (Purchaser) :

Purchaser : -----

PanCardNo:-----

Address:

.....

In the present deed, above mentioned parties are addressed as Second Party or Purchaser. Second Party or Purchaser include their guardians, successors, assignees, executors etc. Hereafter, they are addressed as Second Party or Second Part or Purchaser or second sided or Allottee.

Party of the Third Party (Developer or Builder) :

On behalf of and from Hiradhan Infratech an authorized partner of the firm

Confirming Party : Dinesh Kumar Khetabhai Patel
Adult, Religion - Hindu,

Pan Card No : AAPFH 6291 R (Hiradhan Infratech)

Address : 305, Vraj Valencia, Fr. CK Patel Farm, Nr. Astha Home,
Science City Road, Sola, Ahmedabad-380060.

In the present deed, above mentioned parties are addressed as Third Party or Confirming Party or Third Part or Builder. It includes their present and upcoming partners of the firm, guardians, successors, assignees, executors etc. Hereafter, they are addressed as Third Party or Third Part or Builder or developer or third sided.

APPENDIX – DESCRIPTION OF THE PROPERTY

Registration District Ahmedabad and Sub District Ahmedabad - 02 (Vadaj) Taluka Sabarmati, Moje Ranip, TP Scheme No- 03 (Ranip) its Allotted Final Plot No:130 admeasuring 2804 sq mt. & Final Plot No:131 admeasuring 1535 sq. mt.

The Agreement for sale is without possession of the property mentioned in the appendix to this agreement for sale is one of the flats built on the land known as Suviral Apartments rights to use common amenities and facilities and undistributed rights, details of which are as follows.

Other details of this flat are as follows.

Name	.....
Floor - Flat Number	.....
RERA Carpet area	.....
Wash area	.....
Balcony	.....
Unit Built up Area	.....
Undivided Land In Total Land	.....

The details of the land and the said property are as follows.

By	FP - 130	FP - 131	Flat Number -	
North	FP No - 124	TP Road	North	.....
South	TP Road	FP No - 135	South	.....
East	FP No - 121	TP Road	East	.....
West	TP Road	TP Road	West	.....

DESCRIPTION OF CONSIDERATION

Date	Bank	Branch	Cheq/RTGS/TDS	Amount
TOTAL..... RUPEES ONLY				

HENCEFORTH

- A. Whereas, the name of SUVIRAL APARTMENT and said society is the owner of non-agriculture land bearing TPS No- 03 (Ranip) its Allotted Final Plot No : 130 admeasuring 2804 sq. mt. & Final Plot No : 131 admeasuring 1535 sq. mt. F.P. No. 130, T.P.S. No. 03 (Ranip) of Mouje Ranip, Taluka Sabarmati, District Ahmadabad. Hereinafter referred to as the said Land.
- B. Whereas, The Suviral Co. Op. Ho. So. Ltd. is the housing society duly registered under the provision of Gujarat Co-Operative Societies Act 1961 bearing Registered No. GH-8955 dated on 27-03-1981, hereinafter referred to as the said society.
- C. Whereas, the society purchased land dated on 08-05-1980 bearing registered sale deed no 8021 at registrar office. The party of first part society had allotted 96 flats. The construction of flats was carried out about 40 year and therefore all the flats were quite old and construction was in damaged condition and it was likely to collapse at any time.
- D. Whereas, the society had decided to demolish all the 96 flats and further decided to construct new flats and to give work of re-development to the reputed and experienced builder. After end of mature discussion, necessary resolution was passed in the general meeting of the society in favour of **HIRADHAN INFRATECH** dated on **22-04-2022**.
- E. Whereas, as per the said re-development agreement, the party of the third part was required to construct six blocks, out of which 96 flats

are agreed to be given to the exiting members of the society and the rest of 79 flats are allowed to be kept with the builder. Party of the third part hear in with right to sell the same and to get the proceed thereof and to use and utilize the same as per desire of the party of the third part.

- F. Whereas, on the said land the plan for construction of flats is sanctioned by Ahmadabad Municipal Corporation dated on 04-07-2023 as per CASE No: A+B Block BLNTS/WZ/050423/CGDCRV/A7352/RO/M1, RAJACHITHTHI No. 08579/050423 /A7352/RO/M1 & C+D Block BLNTS/WZ/050423/CGDCRV /A7353/RO/M1, RAJACHITHTHI No. 08580/050423 /A7353/RO/M1. & E Block BLNTS/WZ/050423/CGDCRV/A7354/RO/M1, RAJACHITHTHI No. 08577/050423 /A7354/RO/M1 & F Block BLNTS/WZ/050423/CGDCRV/A7355/RO/M1, RAJA CHITHTHI No. 08578/050423 /A7355/RO/M1.
- G. Whereas, the party of the first part has executed registered development agreement in favour of the third party dated on **17/05/2023** and same is registered with Sub Registrar - 2 (Vadaj) Ahmedabad, Serial Number **11586**.
- H. Whereas, the said project is duly registered with RERA Authority as per Registration Number - PR/GJ/AHMEDABAD/AHMEDABADCITY/ AUDA/ RAA dated on
- I. Whereas, the party of the first part and party of the third part have executed agreement for sale of the said unit in favour of the party of the second part dated on and same is registered with Sub-Registrar Ahmedabad-2 (Vadaj) with Serial Number.....
- J. Ownership rights of ground floor, common terrace, common plot, basement, parking lot, common foyer, common staircase, margin land, lift, bore well, underground and overhead water tank, road land, common passage etc. shall be shared by all old and new members of the said society but as per the rules and regulations of the said society, every member of the society shall be fully responsible to pay the amount of maintenance or administrative expenses decided by

the office bearers of the society and if such amount is not paid, the office bearers of the society shall be entitled to close all the common facilities of the society.

- K. 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 buyer.

OTHER DETAILS

1. The party of the second part has paid rupees mentioned in Description of Consideration to party of the third part with consent of party of the first part and nothing has been paid to the party of the first part under this sale deed.
2. After this sale deed, the issued share certificate, which was issued to the old society members will be revoked. On behalf of all the members of the said society, with this sale deed, the Chairman and Secretary ensure that a one share certificate will be issued free of cost to the second party regarding the said property allotted from this deed and the new member will not pay any additional compensation or fees except for maintenance deposit to the society.
3. Any dispute between the parties shall be settled amicably. If a dispute cannot be resolved amicably, it must be referred to the Real Estate Authority under the provisions of the Real Estate Regulation and Development) Act, 2016 and the rules and regulations enacted under it.
4. The third part has used fittings or fixtures of the branded companies in the said property. These companies have warranted their materials. The third part is supposed to handover the soft copy of master file in which helpline contact numbers of these companies are mentioned. In case of any complaint regarding any fittings or fixtures, it is the responsibility of the second party to lodge a complaint to the concerned companies and will get it repaired. If the second part will fail to do the same in this case, the first part and the third part would

not be responsible for that and it must be born by the second part. In this case, the second part can take any legal steps against the concerned companies if they want.

5. After BU permission, the third part cannot claim for unused FSI or rights of terrace. In this case, such rights shall be shared by each of the old and new members of the society.
6. The second party has visited the said scheme and contacted the third part and sought the information regarding unsold property of the different floors of the site. The third party gave the same information to the second part. The third part was informed that the second part wanted to buy the property as per their choice and then the value of the property was negotiated and meetings were held between the parties and as a result of this, both the parties agreed and the lump sum amount of the property was fixed as mentioned in consideration. The said price also includes the cost of balcony and wash area and accordingly the second party has booked the said property to a third party and the third party has the sole and exclusive right to sell the said property as well as to make necessary agreements and get the sale amount.
7. The second party has personally visited the site of the said scheme and checked the quality of construction of the scheme. The said land rights, development agreement, NA order, approved plans, Rajachithhi and title clearing with third parties have been investigated through a person who is knowledgeable in the law. The photocopies of these documents have been handed over to the second part with clarification and detailed information.
8. In addition to the common facilities of the said scheme regarding common facilities like electricity, water, sewerage, lift, parking etc. and the materials to be used in the said scheme as a whole, such as cement, steel, bricks, grit, gravel, hardware, sand, doors, CP fittings, sanitary ware, door locks, granite, tiles and their size, color, water proofing etc. and complete information about unit size and its share of undivided land and construction cost of common facility have been given and explained to the second party by the representative of the third party

and thus the second party has voluntarily and willingly accepted all the policy rules of the said scheme constructed by the third party and has booked the flat in the said scheme. The second party has accepted all above mentioned matter and also assures that in future they shall not claim for these.

9. The third party has sold the said property, its rights, interests, aliases, uses etc. as mentioned in the appendix to the second party. Henceforth, the first party and third party cannot take any objection if the second party or their guardians and successors want to sell, give, mortgage, or donate the said property.
10. The full amount of total consideration has been received by the third party as stated in the consideration by the second party and the second part has not paid any amount in excess of the amount indicated in the consideration to the third part. If any written document regarding the payment of excess amount than the consideration shall be found, the third part shall not concern about it. In case of such excess paid amount, the third part shall not transfer any property to the second part.
11. The second party declares that the details of the said property, area of the said property, quality of construction, plan, location, legal papers, common amenities and facilities, quality of elevator etc. have been inspected by the experienced and knowledgeable person. After the satisfied verification of the above mentioned matters, the second party has paid the sale price of the property and informs the first party and third party about the allotment document and the second party declares that they shall not take any objection against the first party and third party regarding any other details of the said property or scheme. If not, it will be considered as illegal.
12. Approved layout plan, key plan, building plan, elevation plan, N.A. Permission, Old Document, 7-12, Hakk-patrak no.6, Necessary Orders, Permits, Loan Papers, Title Clearance Certificate etc. have been scrutinized by the solicitor or advocate. After satisfied verification of all these documents, the second party has booked and paid the sale amount of the said property to the third party.

13. The information about the material, equipment etc. used in the said property and scheme was given by the third party which has been scrutinized by the experienced and authorized person of the second party. The second party has deliberately decided to purchase the property from the third party.
14. According to the RERA carpet area, the said property includes internal walls and usable areas except balcony, wash areas and External walls.
15. After issuing the B.U. permission, if the carpet area is excess than 3 %, the second party is liable to pay the excess expenses to the third party and it is less than 3%, the third party is liable to reimburse amount to the second party.
16. Taxes or society maintenance charges of the local government or semi-government or other local body in respect of the said property are to be paid by the third party till date of the sale deed of the said property. All kinds of taxes after the date of sale deed are to be paid by the second party. In case of legal or illegal due taxes, or notice issued by the any authority, the second party is liable to settle the matter or pay the due amount.
17. In any case, if any term or condition mentioned in this sale deed shall not abide by the norms and standard of the local or central government or legal department or the Real Estate Regulation and Development Act 2017 and the General Rules of the Gujarat Real Estate Regulation and Development Act of Gujarat Rules 2016 and 2017, only those terms or conditions would be cancelled and not the entire sale deed and the remaining terms or condition would remain as it is.
18. On the bases of this sale deed the second party shall enroll or register their names to the Torrent Power Limited, Adani Gas Limited, Ahmedabad Municipal Corporation etc. at their own risk and cost. The first party and the third party would deliberately sign and stamp the document without any objection.

19. In any case, if any terms or condition of RERA is remained to be mentioned in this sale deed, all the parties shall read, understand and consider them without taking any objection or dispute.
20. If any provision of this Agreement is determined to be repealed or made unenforceable under the aforesaid Act or the rules and regulations enacted thereunder or second applicable laws, such provisions shall be amended or Shall be deemed void and the remaining provisions of this Agreement shall be valid and enforceable in the same manner as they were applicable at the time of the execution of this Agreement.
21. The jurisdiction of this Agreement shall be the City of Ahmedabad.
22. Therefore, the first part and the third part, assure the second part that...
 - (a) The said property or any part thereof shall not be seized or seized by order of any court or office. No lawsuit has been filed in any court or office against the said property and no prohibition order has been issued by any court or office against the sale of the said property.
 - (b) No one has any share, right, interest, claim, burden or alimony except the seller in the said land. The partnership firm has not in any way transferred, assigned, sold or gifted the property to anyone else before selling it to you.
 - (c) At the time of approving the plan in the said scheme, the third party has to obey all the implied rules, regulations and conditions laid by the competent authority. Moreover, the third party has to seek the B.U. permission and complete the construction of the said scheme.
 - (d) During the 5 (five) year period of handing over of the said property to the second party, if any structural defect or defect in the provision of workmanship, quality or service in the said building is brought to the notice of the second party, the third

party shall be liable for the same and if it is not possible to repair or renovate such defect, the third party shall be entitled to receive compensation for such defect under the provisions made in this regard under the Act but for which the third party cannot be held liable to any structural defect or workmanship which is beyond the control of the third party. For defects in quality or provision of service, the second party may apply for POP in the said property. A third party shall not be liable to pay compensation in case of damage by drilling hole for fittings etc.

- (e) The third party shall handover the soft copies of all the related documents of the said property such as xerox copy of land sale document, plan passing copy, N.A. Order copy, copy of 7/12 and Xerox copy of the deed of note etc to the second party in the C.D. whereas the possession of original documents of the said property would remain with the third party only.
- (f) In case of any structural defect in the said building is found within 5 (five) years from the date of sale deed, the second party has to report to the third party in written and as per the provisions of Real Estate (Regulation and Development Act-2016), the third party is liable to get them repaired or renovated without asking any additional compensation. In addition, the second party knows that excessive acid use for washing floor tiles, shaking of washing machine, rough use, etc. can cause moisture to leak from inside the unit or from the toilet-bathroom or other places, which may be due to non-construction quality. The second party should not use acid to wash the tiles on the flooring, should not use machines that cause excessive shaking and should not use excessive amounts of hot and hard water. In case above mentioned situation, if unit gets any damage, the third party is not liable for the same.
- (g) In case of booking the said property or seek the BU permission, the second party is not supposed to pay any maintenance charges to the third party and the first party till sale deed is signed. In addition, that the third party will not reimburse any kind of

maintenance charge till the documentation of any unit is remaining without sale.

23. The said property is given to the second party on the compliance with all the following mentioned conditions, which is acceptable and binding to the second party and his lineage, guardianship, inheritance etc. Subject to the rules the other party will be entitled to use.

(a) After the allotment cum sale deed will be signed and handover the possession by the third party and the first party will be complete, the second party is not permitted to keep any kind of goods or materials which is dangerous, flammable or heavy which may damage the construction of the building or may mar the neighboring buildings or people. The second party is also not permitted to keep such goods or materials which is objectionable to the inhabitants or the authorized committee. The second party is also not permitted to transfer such goods or materials which may cause any risk or may mar the doors or any passage area. If the second party may disobey or violate any of the above mentioned conditions, the second party is liable to bear the same.

(b) The second party cannot make any change such as number of the unit, in the outer or inner structure of the building, or elevation, in the specification, in the construction, in the exterior colour, in the gallery walls or in the colour of the gallery walls after the sale deed.

(c) The third party has constructed the building as per the plan passed by the Ahmedabad Municipal Corporation. After the BU permission, the second party will not be able to make any change in it which is objectionable to the society members or the Ahmedabad Municipal Corporation. In the case of disobedience or violation of the above mentioned conditions, the third party is not responsible for the adverse results of cancellation of BU permission.

- (d) No contaminants should be thrown in the front or back of the said property and no member shall build any kind of shed or wall or construction in the open space of the parking lot or cover the parking space.
- (e) The RERA carpet area of the said property has been measured by the second party personally or through his own surveyor so there is no scope of dispute for the same for the second party.
- (f) The possession of the said property has been handed over to the second party and henceforth, it is a humble responsibility to maintain the said property on their own cost. In addition to this, the second party has to pay the maintenance bill as per the rules and regulation of the society. In case of disobedience or violence of any conditions laid down by the society members, the second party is liable to bear for the same.
- (g) The walls of the said property are common so no member can ask for its separate division nor can he claim for the non-sold land. The second party will never be able to demolish the property, however they can use their property without damaging the drainage pipeline and electric line. In case of damaging the beams, walls, slabs, columns or R.C.C., the second party is liable to bear for the same.
- (h) The second party can affix the nameplate of the approved size at the specific place. They are not permitted to install the nameplate, neon light or advertising board anywhere else in or out side of the building. Whole space outside the main building shall be permanently owned by the Society and the Society may use this space for a joint purpose without any hindrance to any member.
- (i) The second party or owners of the property shall not spread any kind of dirt or throw any kind of dirt or litter or not consume and spit pan-masala-gutka or not permitted to smoke or drink alcohol inside the compound wall of the society or in the elevator or common space and in any common space of the society.

- (j) In addition to this agreement, the second party assures that they will not have any equipment for filling garbage in the joint foyer and will not make or keep any kind of drawer or closet or shoe rack in the joint foyer.
- (k) All the members who possess a flat in the re-development scheme must become the member and share holder of the first party of the society. The second party has to pay the maintenance bill or repairing bill of the common amenities such as common plot, bore well, lift, water tank, garden, security charges and other common property. If the second party denies to pay such additional maintenance costs, the authorized member of the society can be entitled to cut off the water supply, ban the lift use and close the drainage line. The second party cannot take any legal or illegal action against the society in this case. If the second party shall do so, it will not be considered or entertained in any case. The second party agrees with this matter and has kept the sale of the property knowingly.
- (l) The second party shall not make the entry of this allotment document in the excerpt of Revenue Record of 7/12 and shall continue in the excerpt of 7/12 as with the same name of the Society.
- (m) The second party is not permitted to do any act which may damage the walls of the property or weaken the construction of the wall or damage the walls or common wall and shall not carry out any excavation or construction in the open space or margin space from which existing sewer/gutter line, electric line or any system related to the scheme and if any such act is committed by the seller, it will be considered illegal and the entire legal and financial responsibility for the loss is and will be borne by the second party.
- (n) The first party or the third party is not liable in case of property damage by the natural calamities like fire, torrential rains, cyclones, earthquakes or any other type of damage to the property or scheme or the structure of the building after the receipt and

possession of this document in particular. In this case, the repairing or renovation cost will be borne by the second party.

- (o) In case of allotting the parking space, unanimously old and new members of the society will make a draw and the result of the draw will be considered final for the selection of the parking space. The second party has to park their vehicles on that place only where they cannot build any kind of shed or building. Moreover, the first party cannot charge for the same.
- (p) After handing over the documents and possession of the said property, engineers, workers or contractors can go anywhere in the scheme for maintenance of the said property, carry out repair work, dig for sewer line or electric line and demolish the wall. And the second party will never take any objection against this.
- (q) After seeking the B.U. permission of the said property, the second party has to pay the remaining amount under the terms of the sale agreement and the sale has to be signed.
- (r) All expenses of this agreement such as stamp duty, registration fee, lawyer's fee, typing expenses, miscellaneous expenses etc. shall be borne by the other party.
- (s) No member of the said Society will be able to keep a bottle of gas after the Adani gas connection is switched on. Each member will have to take gas from the gas connection only

We, the first party, the second party and the third party have read this agreement happily and intelligently, in a conscious and healthy state. Which is and will be accepted, approved and binding to all of our lineage, guardians, inheritance, all members etc.

BUILDING PHOTOGRAPH of the property mentioned in the appendix to this article in Suviral Apartment.

ENTERANCE MAIN DOORPHOTOGRAPH of the property mentioned in the appendix to this article in Suviral Apartment.

Today, in the place of the city of Ahmedabad, this article has been written onthe day of the month of 20

On behalf of and from Suviral Co. Op. Ho. So. Ltd.

Chairman/ Secretary/Authorized Member:

.....

On behalf of and from Hiradhan Infratech an authorized partner of the firm

Confirming party : Dineshkumar Khetabhai Patel

.....

He has put his sign in the presence of bellow two witnesses.

(1)

(2)

