

SALE DEED

Sale of Flat No. ____ on ____ Floor (____ floor as per rajachiththi),
admeasuring about ____ **Sq. Mtrs** or ____ **Sq. Yds** of super built-up
Area, together with non-exclusive undivided share of ____ **Sq.Mtrs.** or
____ **Sq. Yds** of land, within scheme/project known as “**Sheetal Aqua**”
developed on piece and parcel of Non Agriculture land situated at Dariapur-
Kazipur (sim), Taluka Ahmedabad City East, in the Registration District Ahmeda-
bad and Sub District Ahmedabad – 6 (Naroda), being part of Final Plot No. 306 of
Town Planning Scheme No.14 (Second Varied) of City Survey Ward of Shahi-
baug, bearing City Survey No. 7831/2, admeasuring about 6047 Sq.mts. and City
Survey No. 7831/3, admeasuring about 3023 Sq.mts., all together ad measuring
9070 Sq.Mts for the consideration of **Rs.** _____/- **[Rupees**
_____ **Only]**

SALE DEED

THIS DEED OF SALE MADE AT AHMEDABAD, THIS ____ DAY OF _____, TWO THOUSAND AND SEVENTEEN, BETWEEN

FIRST PARTY : SHEETAL INFRASTRUCTURE PVT. LTD.

THE VENDOR [PAN : AAICS9312A]

THE DEVELOPER A Company formed and registered under the Companies Act, 1956, having Corporate Identity No. U45201GJ2005PTC45296 and registered office at 25,4th Floor, Shukan Mall, Near Rajasthan Hospital, Shahibaug, Ahmedabad – 380 004, and having **Contact No. 079-22860667 and E-mail Id: mail@sheetalinfra.com**, Herein after referred to as “The Vendor” or “The Developer” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assignees) of the **First Part;**

SECOND PARTY : Name:

THE PURCHASER(S) [PAN :]

THE ALLOTTEE Having Age: _____, Address: _____ and having **Contact No. _____ and E-mail Id: _____** (hereinafter called “Purchaser(s)” or “Allottee” which expression shall unless it be repugnant to the context or meaning thereof be deemed to include (in case of individual/s) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of

partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its members as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Corporation) its successors and assigns); of the Second Part.

WHEREAS, the Vendor is a absolute owner and possessor of all that piece and parcel of Non Agriculture land situated at Dariapur-Kazipur (sim), Taluka Ahmedabad City East, in the Registration District Ahmedabad and Sub District Ahmedabad – 6 (Naroda), being part of Final Plot No. 306 of Town Planning Scheme No.14 (Second Varied) of City Survey Ward of Shahibaug, bearing City Survey No. 7831/2, admeasuring about 6047 Sq.mts. and City Survey No. 7831/3, admeasuring about 3023 Sq.mts., all together ad measuring 9070 Sq.Mts, more particularly described in **FIRST SCHEDULE** (Hereinafter referred to as the “the Project Land”). The Project Land was identified and obtained through sale deed/conveyance deed dated 11th April, 2017 registered at serial No. 5070 before the office of the Sub-registrar Ahmedabad in favour of the Vendor.

AND WHEREAS, the The Project Land was converted in to non-agricultural land vide permission/order bearing No. CB/Land-1/NA/S.R.1733/2015 dated 27th January 2017 issued by Collector Office, Ahmedabad. Thereafter, Vendor had purchased The Project Land vide the registered sale deed as mentioned herein above and floated a

scheme/project of residential units/flats knows as “Sheetal Aqua”, herein after referred to as “Said Scheme/Project”. Further, plans and layouts of Said Scheme/Project in respect of the entire Project Land were approved by Ahmedabad Municipal Corporation vide following commencement certificate/Rajachithi.

- (1) Block – A Rajachitthi No. 7393/090914/A2781/R2/M1
- (2) Block – B Rajachitthi No. 7394/090914/A2782/R2/M1
- (3) Block – C Rajachitthi No. 7395/090914/A2783/R2/M1
- (4) Block – D Rajachitthi No. 7396/090914/A2784/R2/M1
- (5) Block – E Rajachitthi No. 7397/031016/A7317/R0/M1

Above Rajachithis includes the entire Project Land, thus permission to development Said Project Land was in place. Vendor/Developer had also cause to be constructed roads, common plots, gardens, common street lights, common water connections, common terrace and all other common amenities, herein after referred as “Facilities”, within part and portion of the Said Land, herein after referred to as “Facility Area”.

AND WHEREAS the Vendor had developed the Said Project on the Project Land, which consists of 4 residential blocks, identified as Blocks A, B and C each consists of 28 Nos. of 4 BHK apartments with 14 floors, and Blocks D which consists of 56 Nos. of 3 BHK with 14 floors, i.e. 140 Numbers of units in all.

AND WHEREAS the Vendor has complied with the required provisions, including registration before competent authority as notified in accordance with Real Estate (Regulation and Development) Act, 2016 vide registration No. _____ dated _____;

AND WHEREAS, Vendor/Developer had completed construction and development of the Said Scheme/Project in accordance with and compliance of the sanctioned plans and Building Usage Permission (BU Permission - Completion Certificate) was also granted by the Ahmedabad Municipal Corporation vide sanction/permission No. _____ dated _____.

AND WHEREAS, a Society with name “_____” has been formed/engaged, with objects of holding the common facilities and amenities, services, common infrastructure and common open areas and also to manage, maintain, monitor, replace, up-grade, etc., the Common Facilities and Amenities. The said Society is hereinafter referred to as “Society” or "Maintenance Entity".

AND WHEREAS, the Vendor had entered into or intends to enter into, separate sale deeds for other units/flats, with many other purchasers in the said Scheme.

AND WHEREAS, the Purchaser has approached the Vendor/Developer for the purpose of acquiring an apartment / flat, more particularly mentioned herein under at SECOND Schedule, herein after referred to as Said Apartment or Said Unit or Said Flat, within the said Scheme “Sheetal Aqua” together with undivided share in Project Land as mentioned therein with undivided, non-exclusive right to use Common Areas, Amenities and Facilities so included within Project known as ‘SHEETAL AQUA’.

AND WHEREAS, The Purchaser has perused, studied and understood the agreements, documents, papers, writings relating to the acquisition

of the said Land, plans and specifications of the said Scheme/Project and said Flat, Certificate and Report on Title to the said Project Land dated _____ issued by Advocate Mr. _____, together with other records, papers and particulars referred to therein. The Purchaser has also verified the titles of the said Flat and said Land through his/her/their Legal Advisors and after satisfying himself/herself /themselves has decided to purchase the Said Flat. In future the Purchaser is not entitled to raise any objection or query regarding the titles, measurement, location and situation etc of the said Flat, the said Scheme and the Project Land.

AND WHEREAS, the Purchaser has entered into an Agreement dated with the Vendor/Developer (hereinafter referred as “said Agreement”) and booked/reserved for him/her/it/them Said Apartment together with undivided share in Project Land as mentioned therein with undivided, non-exclusive right to use Common Areas, Amenities and Facilities so included within Project known as ‘SHEETAL AQUA’, subject to and in accordance with the terms and conditions mentioned in said Agreement.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the consideration of the sum of Rs. _____/- (Rupees _____ Only) as paid on or before execution of this present by the Purchaser to the Vendor/Developer as per the details given in the **THIRD SCHEDULE** of this present, which amount being the full consideration payable by Purchaser to Vendor/Developer as per the mutual understanding of all the parties, the payment and receipt whereof the Vendor/Developer do and each of them doth hereby admit and acknowledge and, of and from the same and every part thereof forever acquit, release and discharge the Purchaser; the Vendor/Developer doth hereby grant, convey, transfer and assure unto the Purchaser ALL THAT Said Apartment or Flat more particularly

described in the **SECONDSCHEDULE** hereunder written TOGETHER WITH all deeds, documents, writings, vouchers and other evidences of title relating to the said Flat, AND ALL THE ESTATE right, title, interest, possession, benefit, claim and demand whatsoever at law and in equity of the Vendor/Developer in, to, out of or upon the said Flat, hereditaments or any part thereof TO HAVE AND TO HOLD all and singular the said Flat hereby granted, conveyed, transferred and assured and intended or expressed so to be with their and every of their rights, members, easements and appurtenances, UNTO AND TO THE USE and benefit of the Purchaser for ever as full and absolute owner.

THAT the quiet, vacant and peaceful possession of the said Apartment or Flat has/shall be delivered by the Vendor/Developer to the Purchaser along with right to use the common facilities and amenities, in accordance with and subject to the Building Usage (BU) permission and all other approvals/permissions, as granted/sanctioned/made available by the competent authority, and in accordance with terms and conditions of the said Agreement together with any other terms and conditions as may be decided from time to time by Society/Maintenance Entity. The Purchaser unconditionally agrees to sign Possession Receipt cum Undertaking as per the requirement of Vendor/Developer. Thus the Purchaser has purchased the said Flat with the said terms and conditions as mentioned in the Said Agreement as referred hereinabove, and Purchaser or its successors/nominee shall irrevocably abide by the all applicable terms and conditions as and when decided by Developer/Maintenance Entity in future, the Purchaser will not be entitled to raise any dispute or to create any legal complication on the documents executed by Purchaser. The Purchaser can sell, transfer, let, sub-let, lease or otherwise transfer the said Property to any other person only after obtaining written consent from Maintenance Entity, as may be nominated by Vendor/Developer,

only after payment of transfer fees as may be decided by such Maintenance Entity time to time.

THAT the Purchaser agrees, confirms and records that it has been given full, free and complete inspection of the relevant documents in the matter of purchase of the said Apartment and relevant permission obtained from various authorities, sanctioned plans for documents, papers writings for verification of title etc. and same were duly verified by the Purchaser. Purchaser hereby confirms that he shall not be permitted to raise any special or general requisition or objection in any matter relating to the same. It is clearly understood that the Purchaser has agreed to accept title to the said Apartment. The Purchaser also agrees that the ownership and title of the said Facility Area and Facilities belongs to the Society or Maintenance Entity and Purchaser shall have only non exclusive right to use the Facilities subject to the regular payment of the maintenance charges, user fees or by any other means of charges, as and when, decided and levied by the Society or Maintenance Entity. It is hereby expressly agreed by the Purchaser that unutilized FSI and/or future available FSI, certain land/constructed area reserved for exclusive allotment to the certain other purchasers/members in the said Land and/or Said Scheme if any, shall owned and possessed by Vendor/Developer, and Vendor/Developer shall assign, sell, transfer or convey the such reserved areas and unutilized/future FSI and Purchaser shall not have and shall not claim any right, share, interest over the same, also telecom facilities, TV Cable/Channel facilities, cooking gas line connections facilities and any other such general routine facilities shall be owned, managed and/or arranged by the Vendor/ Developer/ Maintenance Entity for the said Scheme for the benefit and interest of the flat holders, at appropriate cost and Purchaser shall avail the said facilities from the Vendor/Developer/Maintenance Entity or its nominee only, by paying such

appropriate cost. Purchaser hereby ensures the compliances of the terms stated herein above and causes its successive purchasers to bind by the same.

THAT the Purchaser shall not without the written No Due Certificate and/or No Objection Certificate from the Developer/Maintenance Entity, let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the said Flat nor assign, underlet or part with his interest or the benefit under this deed or any part thereof in respect of the said Apartment, for the benefit of the Scheme and other flats owners in the Scheme and such permission/NOC shall be subject to payments, by the Purchaser, of all dues if any, and transfer fees as may be decided time to time by Society or Maintenance Entity, in respect of the said Apartment and also subject to the rule, regulation, terms and condition as may be fixed or decided by the Developer/Maintenance Entity.

AND the Vendor/Developer does hereby for themselves, their respective heirs, legal representatives, executors and successors COVENANT with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor/Developer or any of their predecessors - in - title or any person or persons lawfully, or equitably claiming by, from, through, under or in trust for them or any of them made, done, committed, omitted or knowingly or willingly suffered to the contrary they, the Vendor/Developer now hath in themselves, at the time of selling and delivering of these presents, good right, full power and absolute authority to grant, release, convey and assure the said Flat hereby granted, conveyed, released and assured or intended so to be unto and to the use of the Purchaser.

AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have occupy, possess and enjoy the said Flat and receive the rents, issues and profits thereof and of every part thereof unto and for its use and benefit without any suit, lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any of their predecessors – in – title or the heirs of the Vendors or the heirs of the predecessors – in – title, or by any person or persons, lawfully or equitably claiming by, from under or in trust for them or any of them.

AND FURTHER, the Vendor/Developer having lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said Apartment / Flat hereby granted, conveyed, transferred or assured or any part thereof, by, from, under or in trust for them, and every part thereof hereby sold, granted, conveyed, transferred and assured unto and to the use of the Purchaser in the manner aforesaid.

NOW THIS INDENTURE FURTHER WITNESSETH that in consideration of the aforesaid premises and as per covenant for further assurances contained hereinabove, the Vendor/Developer hereby irrevocably authorises, nominates, constitutes and appoints the Purchaser or any person appointed by it, in their (Vendor's) name and on their (Vendor's) behalf and in all and every other capacities in which they may have or can be said to have in law, fact or equity share, right or interest in the said Flat, to do, execute and perform all acts, deeds, matters and things as the nature and circumstances may require or the Purchaser may deem fit for more properly, legally, absolutely vesting the said Property, in its favour as intended or expressed to be herein, including to execute and register further and other assurance, agreements, supplementary writing, rectification regarding any matter or thing herein, papers and writings AND

FURTHER to appear before the office of the appropriate Sub Registrar and also to admit execution thereof and to do all acts, deeds, matters and things as may be necessary or proper for registration thereof, AND FURTHER to commence, carry on or defend all actions, suits or other proceedings touching the said Property or any part thereof and to appear and represent in any court and before all judicial, revenue, municipal, town planning, or other authorities whatsoever and if the said Purchaser think fit to compromise, refer to arbitration, submit to judgment, discontinue or become non suited in any action, suit or proceedings and to declare and affirm all complaints, written statements, affidavits, petitions and other necessary pleadings, AND FURTHER to examine, adjust and settle all accounts and reckonings with any person or persons whomsoever and to receive the balance if any with respect to the Said Flat AND generally to do any act, deed, matter or thing with respect to, touching to or concerning the said property AND FURTHER to delegate all or any of the powers and authorities contained herein to any person or persons whomsoever AND all and every liabilities, responsibilities and consequences, civil, criminal, financial or any other arising on exercise of any of these powers and authorities shall belong to the Purchaser.

All expenses for Stamp Duty, Registration Fees, miscellaneous expenses, in respect of these presents have been borne and paid by the Purchaser. Any direct or indirect tax liabilities in respect of this transaction, as a sale or otherwise either as a whole or in part or for use of Common Facilities and Amenities shall be paid by Purchaser on demand at any time. All payments herein are net of all taxes. Also, Revenue tax, Cesses, or any other statutory charges shall be paid by the Purchaser henceforth.

Stamp Duty of Rs. _____/- and Registration Fee of Rs. _____
is being paid on the total consideration paid for the sale.

FIRST SCHEDULE - “THE PROJECT LAND”

THE FIRST SCHEDULE ABOVE REFERRED TO :-

ALL THAT piece and parcel of Non Agriculture land situated at Dariapur-Kazipur (sim), Taluka Ahmedabad City East, in the Registration District Ahmedabad and Sub District Ahmedabad – 6 (Naroda), being part of Final Plot No. 306 of Town Planning Scheme No.14 (Second Varied) of City Survey Ward of Shahi-baug, bearing City Survey No. 7831/2, admeasuring about 6047 Sq.mts. and City Survey No. 7831/3, admeasuring about 3023 Sq.mts., all together ad measuring 9070 Sq. Mts. and is bounded by as follows:

On or towards East	: City Survey No. 7831/4 and 15.25 Mt. TPS Road
On or towards West	: Sabarmati Riverfront and City Survey No. 7831/1
On or towards North	: 15.25 Mt. TPS Road and Riverfront
On or towards South	: City Survey No. 7831/1

SECOND SCHEDULE - “SAID APARTMENT”

THE SECOND SCHEDULE ABOVE REFERRED TO:-

ALL THAT, **Premises/Unit No.** _____, on the _____th **Floor**, of the building known as **Block- “ _____ ”**, admeasuring about _____ **Sq. Metres or _____ Sq. feet.** of usable constructed Carpet Area, with _____ Sq. Meters or _____ Sq. Feet of additional construction being balcony, veranda and wash area (private terrace if any) together with undivided, non-exclusive right to use Common Areas, Amenities and Facilities so included within Project known as ‘SHEETAL AQUA’, constructed and developed on the Project Land more particularly described in the First Schedule herein above, with undivided **land share of _____ Sq. Meters** therein and bounded by as follows.

On or towards East :

On or towards West :

On or towards North :

On or towards South :

THIRD SCHEDULE

DETAILS AND PAYMENTS FOR TOTAL CONSIDERATION

The Purchaser had purchased from the Vendor said Apartment as mentioned in Second Schedule (hereinafter referred to as "the said Apartment") for the total consideration of Rs. _____/-, which includes aggregate consideration based on following details:

1. An Amount of Rs. _____ towards Usable Constructed Carpet Area admeasuring _____ Sq. Mts or _____ Sq. Ft. with _____ Sq. Meters or _____ Sq. Feet of additional construction being balcony, veranda and wash area (Private Terrace, if any).

2. An Amount of Rs. _____/- towards undivided proportionate non-exclusive Project Land admeasuring _____ Sq. Mts.
3. An Amount of Rs. _____/- towards proportionate price of constructed common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities including _____ Free allotment of Numbered Common Car Parking Space.

In accordance with the above payment description Purchaser has paid total sum of **Rs.**_____as per following details, receipt of which Vendor hereby accept and acknowledge.

Payment Details

Rs. _____/-	(Rupees _____ Only) paid by Cheque No. _____ dated _____ drawn on _____ Bank, _____ Branch, Ahmedabad.
Rs. _____/-	(Rupees _____ Only) paid by Cheque No. _____ dated _____ drawn on _____ Bank, _____ Branch, Ahmedabad.
Rs. _____/-	(Rupees _____ Only) paid by Cheque No. _____ dated _____ drawn on _____ Bank, _____ Branch, Ahmedabad.
=====	
Rs. _____/-	(Rupees _____ Only)
=====	

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands hereunder on this _____ **day of** _____, **2017** at **Ahmedabad**.

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED
FIRST PARTY :
VENDOR/DEVELOPER
SHEETAL INFRASTRUCUTRE PVT. LTD.
Through Authorised Signatory

In the presence of following two
Witnesses:

1) _____

2) _____

SCHEDULE AS PER THE SECTION 32 (A) OF REGISTRATION ACT.

SIGNATURE

PHOTOGRAPH

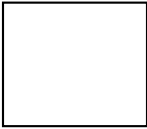
THUMB

IMPRESSION

FIRST PARTY
VENDOR



SECOND PARTY
PURCHASER



Witness:

1. _____

2. _____

Photograph of Flat No. _____
Admeasuring About _____ Square Feets. (____ Sq. Mtrs)
[Property Photograph Size 5 X 7]

Property Address :

First Party Vendor

Second Party Purchaser

Vendor

Purchaser

Photograph of Flat No. _____
Admeasuring About _____ Square Feets. (____Sq. Mtrs)
[Property Photograph Size 5 X 7]

Property Address :

First Party Vendor

Second Party Purchaser

Vendor

Purchaser