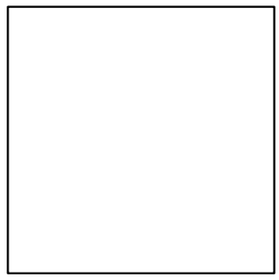
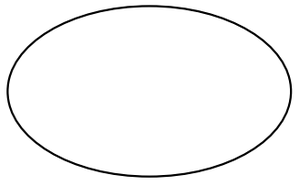




SALE DEED

Sale of Tenement/Row House/Unit No. _____ within the Scheme **"Adhishthan Bungalow"**, which includes individual and exclusive piece/plot of land admeasuring _____ Square Meters or _____ Square Yards (Net Plot Area) with undivided share of common and non-exclusive land area admeasuring _____ Square Meters or _____ Square Yards within common roads, common plots, gardens etc (Common Plot Area) together with Construction admeasuring _____ Square Meters or _____ Square Yards of Carpet Area or Construction admeasuring _____ Square Meters or _____ Square Yards of Super Built Area as developed on all that piece and parcel of land or ground, and premises bearing, lying and being Sub Plot No. 2 of Final Plot No. 55 part (Old Revenue Block/Survey No. 41 Part), of Town Planning Scheme No. 75 (Hanspura), admeasuring about 6773.55 Sq. Mtrs. situated at sim of Mouje : Hanspura, Taluka: Asarwa, District: Ahmedabad within the registration Sub District Ahmedabad, for the consideration of **Rs. _____/- [Rupees _____ only]**

SALE DEED

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

FIRST PARTY : THE VENDOR THE DEVELOPER

Teraiya Developers (PAN AAGFT1386A)
A Partnership Firm having its office UG-2, Shefali Centre, Paldi Cross Road, Paldi, Ahmedabad - 380007, through its Partners
(1) Akshaykumar Dhirajlal Teraiya, Age : Adult
(2) Dhanlaxmiben Dhirajlal Teraiya, Age : Adult
(hereinafter called "Vendor" or "Developer", which expression shall unless repugnant to the context or meaning thereof be deemed to include the Vendor and its authorized officers, successors or assignees) of the First Part.

SECOND PARTY : THE PURCHASER(S)

(1) _____
Age : Major, **[** PAN No :- _____ **]**
[Aadhaar Card No :- _____ **]**
Add : _____
_____

(hereinafter called **"Purchaser(s)"** 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, Vendor is a absolute seizer, owner and possessor of all that piece and parcel of the Non-Agricultural land being Final Plot No. 55 admeasuring 18211 Sq. Mts. (Old Block/Survey No. 41 part) of Town Planning Scheme No. 75, situated, lying and being (Hanspura - Naroda - Muthiya) at Mouje Hanspura, Taluka Ahmedabad in the Registration Sub-District of Ahmedabad and District of Ahmedabad (Hereinafter referred to as the **"Said Land"**).

WHEREAS Non Agricultural Permission was obtained from Competent Revenue Authority of Ahmedabad District vide letter No. EST/NA/T.B.Khe/Tatkal/K-65/SR-69/2012 Dated 19/01/2013. Thereafter, Vendor purchased said Non Agricultural Land from its owners Mr. Babubhai Naranbhai Rakholia alias Patel & Pragjibhai Jagabhai Chovatiya through conveyance deed dated 30/04/2013 registered at serial No. 5856 before the office of the Sub-registrar Ahmedabad.

WHEREAS Said Land was than divided in to two internal sub plots, vide Rajachitti No. 01749/110314/A1454/M1 dated 24/07/2014 issued by Ahmedabad Municipal Corporation i.e. Sub Plot No. 1 admeasuring 11437.45 Sq. Mts of area and Sub Plot No.2 admeasuring 6773.55 Sq.Mts of area. Thereafter, Vendor floated a scheme/project on the part of the Said

Land i.e. Sub Plot No.2 admeasuring 6773.55 Sq. Mts of area (herein after referred to as **"Project Land"**) out of total area of 18211 Sq. Mts of Said Land, so as to construct and develop scheme/project of residential Tenements/Row Houses (Units) knows as "Adhishthan Bungalow", herein after referred to as "**said Scheme/Project"** and initial plans and layouts of Said Scheme/Project in respect of the Project Land were approved by Ahmedabad Municipal Corporation vide following final Commencement Letters (Rajachitthi) all dated 17/05/2019;

a) Commencement Letters No. 01854/120419/A2195/R0/M1 Unit No. 1 to 19
b) Commencement Letters No. 01855/120419/A2196/R0/M1 Unit No. 20 to 49
c) Commencement Letters No. 018056/120419/A2197/R0/M1 Club House

Thus, permission to develop the Project Land was obtained by Vendor and it had also caused to be constructed common internal roads, common plots and gardens, common street lights and water connections and all other common amenities, herein after referred as **"Common Facilities and Amenities"**, within part and portion of the Said Land, herein after referred as **"Common Area"**.

WHEREAS, AND WHEREAS the Vendor has registered said project vide registration No. _____, dated _____ under RERA, 2016.

WHEREAS a Society/Company/Maintenance Entity by way of any name, may be formed/engaged, at sole discretion of Vendor, 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 within Project Land. The said Society/Company/Maintenance Entity is hereinafter referred to as "**Maintenance Entity**".

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

WHEREAS the Purchaser approached the Vendor/Developer, for the purpose of acquiring Tenement/Row House/Unit within said Scheme "Adhishthan Bungalow", so developed on the Project Land. 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 particular unit purchased through this Deed as well, together with other records, papers and particulars referred to therein. The Purchaser has also verified the titles of the Project Land and Units so developed thereon, through his/her/their Legal Advisors and after satisfying himself/herself /themselves has decided to purchase the Scheduled Property as defined hereunder. In future the Purchaser is not entitled to raise any objection or query regarding the titles, measurement, location and situation etc of the Scheduled Property, the Said Scheme and the Said Land.

AND WHEREAS the Purchaser has entered into an Agreement for Sale dated _____ with the Vendor/Developer (hereinafter referred as "**said Agreement**") and booked/reserved for him/her/it/them Tenement/Row House/Unit No. _____ within the said Scheme **"Adhishthan Bungalow"**, which includes individual and exclusive piece/plot of land admeasuring _____ Square Meters or _____ Square Yards ("Net Plot Area") with undivided share of common and non-exclusive

land area admeasuring _____ Square Meters or _____ Square Yards used within common roads, common plots and gardens etc (Undivided Common Plot Area), together with Construction admeasuring _____ Square Meters or _____ Square Yards of Carpet Area or Construction admeasuring _____ Square Meters or _____ Square Yards of Super Built Constructed Area, so developed on the Said Land, more particularly described hereunder by **First Schedule and herein after referred to as "Scheduled Property",** together with non-exclusive right to use Common Facilities and Amenities, Common Area etc.

AND WHEREAS the Vendor/Developer has got all types of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and obtained Building Completion Certificate or Occupancy Certificate of the said Scheme. Further, the Vendor/Developer shall not have any claim F.S.I, additional FSI and terrace rights after Building Use Permission has been obtained, such rights if any will be enclosed by the Society of Buyers/Purchaser.

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 Second Schedule of this present, which amount being the full consideration payable by Purchaser to Vendor/Developer as per the mutual understanding, 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 Scheduled Property more particularly described in the **First Schedule** hereunder written TOGETHER WITH all deeds, documents, writings, vouchers and other evidences of title relating to the

Scheduled Property, 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 Scheduled Property, hereditaments or any part thereof TO HAVE AND TO HOLD all and singular the Scheduled Property 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 forever as full and absolute owner.

That the Promoter shall give possession of the Said Unit to the Allottee on or before 31/05/2023. THAT the quiet, vacant and peaceful possession of the Scheduled Property shall be delivered by the Vendor/Developer to the Purchaser along with right to use the common facilities and amenities, subject to Building Usage (BU) permission or any other approval/permission as may be required, is made available by the competent authority, as per the terms and conditions of the said Agreement and other terms and conditions as may be decided hereafter from time to time. The Purchaser unconditionally agrees to sign Possession Receipt cum Undertaking as per the requirement of Vendor/Developer. Thus the Purchaser has purchased the Scheduled Property with the said terms and conditions as mentioned in the Said Agreement as referred hereinabove, 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 Scheduled Property to any other person only after obtaining written consent from Vendor/Developer or from any Maintenance Entity, as may be nominated by Vendor/Developer only after payment of transfer fees as may be decided by Vendor/Developer/ Maintenance Entity in future.

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 Scheduled Property and relevant permission obtained from various authorities, sanctioned plans for documents, papers writings for verification of title etc. and same are 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 Scheduled Property.

That the Purchaser shall have only non exclusive right to use the **"Common Facilities and Amenities"** within entire Said Land 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 Vendor/Developer/Maintenance Entity. Further, 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 Tenement/Row House 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 within 15 days after notice in writing is given by the Promoter to the Allottee that the Said Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Unit) of outgoings in respect of the Project Land and Said Project/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water

charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Said Project/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 3/- per Sq. Ft. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the unutilized amount is transferred to the society or the association or the limited company as aforesaid.

THAT the Purchaser shall not without the written permission/NOC of the Developer/Maintenance Entity, let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the Scheduled Property nor assign, underlet or part with his interest or the benefit under this deed or any part thereof in respect of the Scheduled Property, for the benefit of the Scheme and other Tenement/Row Houses 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 Developer/Maintenance Entity, in respect of the Scheduled Property 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 Scheduled Property 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 Scheduled Property 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 Scheduled Property 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 Scheduled Property, 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 Scheduled 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 Scheduled 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 plaints, 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 Scheduled Property AND generally to do any act, deed, matter or thing with respect to, touching to or concerning the Scheduled 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.

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment

are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.

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 born by Purchaser on demand at any time. All payments herein are net of all taxes. Also, Revenue tax, Cesses, Service Tax or any other statutory charge or tax shall be born by the Purchaser henceforth.

SEVERABILITY :

If any provision of this Sale Deed 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 Sale Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Sale Deed 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 Sale Deed shall remain valid and enforceable as applicable at the time of execution of this Sale Deed.

Dispute Resolution:

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

-: THE FIRST SCHEDULE ABOVE REFERRED TO :-

-: THE SAID PROPERTY :-

Tenement/Row House/Unit No. _____ within the Scheme "Adhishthan Bungalow", which includes individual and exclusive piece/plot of land admeasuring _____ Square Meters or _____ Square Yards (Net Plot Area) and undivided share of common, non-exclusive land area admeasuring _____ Square Meters or _____ Square Yards, out of the land used for common roads, common plots and gardens etc, together with Construction admeasuring _____ Square Meters or _____ Square Yards of Carpet Area or Construction admeasuring _____ Square Meters or _____ Square Yards of Super Built Area, asdeveloped on all that piece and parcel of land or ground, and premises bearing, lying and being Sub Plot No. 2 of Final Plot No. 55 part (Old Revenue Block/Survey No. 41 Part), of Town Planning Scheme No. 75 (Hanspura), admeasuring about 6773.55 Sq. Mts situated at village – Mouje : Hanspura, Taluka : Asarwa, District: Ahmedabad within the registration Sub District Ahmedabad, along with non exclusive right to use internal roads, common plots and common facilities, club house and amenities and bounded as follows:

- East : _____
- West : _____

- North : _____
- South : _____

-: THE SECOND SCHEDULE ABOVE REFERRED TO: -

(PAYMENT DETAILS)

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands hereunder on this _____ **day of** _____**, 201**__ at **Ahmedabad**.

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED
FIRST PARTY :
VENDOR/DEVELOPER
Teraiya Developers
(A Partnership Firm)
Through Its Partners
Akshay Dhirajlal Teraiya _____

Dhanlaxmiben Dhirajlal Teraiya _____

In the presence of following two
Witnesses:

1) _____

2) _____

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

SIGNATURE **PHOTOGRAPH** **THUMB IMPRESSION**

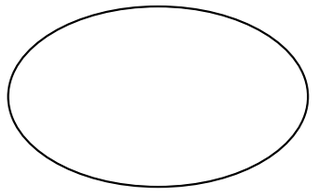
FIRST PARTY

VENDOR/DEVELOPER

Teraiya Developers

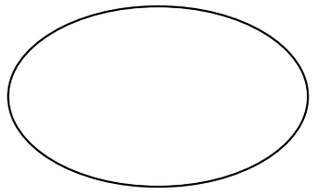
A partnership firm through its

Partners



_____

Akshay Dhirajlal Teraiya



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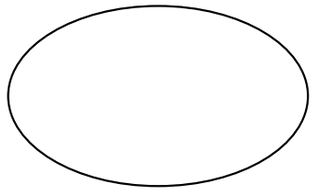
Dhanlaxmiben Dhirajlal Teraiya

SECOND PARTY

PURCHASER



_____

Applicant Name

Witness:

1. _____

2. _____

Photograph of Unit No. ____ Admeasuring About ____ Square Yard. (____ Sq. Mtrs) Property Photograph Size 5 X 7

Property Address : Unit No. - ____ Adhishthan Bungalow, Naroda, Ahmedabad.

First Party Vendor **Second Party Purchaser**

_____ _____

Akshay Dhirajlal Teraiya First Applicant Name

_____

Dhanlaxmiben Dhirajlal Teraiya

Photograph of Unit No. ____ Admeasuring About ____ Square Yard. (____ Sq. Mtrs) Property Photograph Size 5 X 7

Property Address : Unit No. - ____ Adhishthan Bungalow, Naroda, Ahmedabad.

First Party Vendor **Second Party Purchaser**

_____ _____

Akshay Dhirajlal Teraiya First Applicant Name

_____

Dhanlaxmiben Dhirajlal Teraiya