

Deed of Sale

This Deed Of Sale made and Executed on this _____ day of _____, 2017, at Ahmedabad.

BETWEEN

1) THE PARTY OF THE FIRST PART: (THE PROMOTER)
SOHAM BUILDWELL (PAN No- A C V F S 3370 E) a Partnership firm having its place of business at :- 404/E, Sahjanand Shopping Centre, Opp: Swaminarayan Temple, Shahibaug, Ahmedabad- 380004.

Hereinafter referred to and called as The party of The First Part or “the promoter” (which expression shall unless, it be repugnant to the context or meaning thereof be deemed to include the said firm and its partner or partners for the time being constituting the said firm and each of them and their respective heirs, successors, executors, administrators and assignees) of the first part.

AND

IN FAVOUR OF

2) THE PARTY OF THE SECOND PART: (THE ALLOTTEE)

SHRI_____ (PAN NO-_____

Age- _____ Years, Occupation :- _____ , Hindu by Religion,

RESIDING AT: _____

HEREINAFTER referred to and called as, “THE PARTY OF THE SECOND PART” or “The allottee” (Which expression shall, unless repugnant to the context or meaning thereof, include and mean his heirs, administrators, executors, nominees, legal representatives successors and assignees) of the second Part.

WHEREAS The Promoter is the owner and possessor of the Non Agricultural land bearing Final Plot No. 247 admeasuring 2567 sq. mtrs. [allotted in lieu of Survey No. 207/1 admeasuring about : 3642 sq. mtrs]. of Town Planning Scheme No. 21 (Motera), situated, lying and being at Moje Motera, Taluka Sabarmati, District of Ahmedabad and Sub District of Ahmedabad-6 (Naroda) (Hereinafter referred to as “the Said Land”). The Said land was acquired by the Owner / Promoter vide Sale Deed vide Sr. No.17488 dtd.18.12.2015 at the office of the Sub-Registrar of Ahmedabad-6 (Naroda)., Or thereabouts more particularly described in the Schedule- A hereunder written (Hereinafter referred to as “the project land”)

AND WHEREAS the promoter, being absolute owner and possessor of the project land is fully entitled to construct building/s on the project land and to sell apartments in the building/s to be constructed, thereon.

AND WHEREAS the promoter had proposed residential buildings /project (hereinafter refered to as The Building/The Said Building or The Project/The Said Project) on the project land as described hereunder:

- 1) Name of the building/ project – DEV VIHAAN
- 2) No. of blocks / Wings – Two (Namely A & B)
- 3) No. of basements – One.
- 4) No. of hollow plinth – One in each block
- 5) No. of floors – Forteen floors
- 6) No of. Apartments on each floor –

Floors	Block-A	Block-B
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First floor to Forteenth floor	3 apartments on each floor	3 apartments on each floor
Total nos of apartments from first floor to twelveth floor	42 apartments	42 apartments

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____;

The Ahmedabad Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated 01.07.2016 bearing No. BHNTS/ WZ/ 080216/ GDR / A5839 / R0 / M1,RajachitthiNo.6393 / 080216 / A5839 / R0 /M1.

AND WHEREAS the promoter has fully completed the construction and other development of the project according to the sanctioned plans and specifications and obtained building use permission _____ bearing no _____ dated _____ from Ahmedabad Municipal Corporation.

AND WHEREAS before sale, on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect Messrs 9th Street Architects, Ahmedabad, authenticated copies of all plans approved by Ahmedabad Municipal Corporation and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Allottee is satisfied in respect of the same;

AND WHEREAS as agreed between The promoter and The allottee, The promoter has hereby sold and conveyed by way of absolute sale, the constructed property bearing apartment no. _____ on _____ floor in block _____ admeasuring about _____ sq. mtrs. Carpet area alongwith wash area balcony admeasuring _____ sq. mtrs Carpet area forming part of apartment in The Said building named “DEV VIHAAN”, constructed on the project land hereinafter referred to as The Said Apartment or The Apartment (more particularly described in Schedule “B” written given hereunder) to The allottee, as per terms and conditions contained in the Agreement for Sale executed on Date/_____ and which is

registered in the office of the Sub-Registrar, Ahmedabad (Naroda-6) on Date/_____ bearing Registration No-_____

AND NOW THIS DEED WITNESSETH that for the consideration of Rs. _____/- i.e. (Rupees _____ Only), mode of payment is mentioned in Schedule-C hereunder written, having been fully received from the allottee by The Promoter, hereby conveys and transfers the Apartment no _____ on _____ Floor in block _____ admeasuring about _____ sq.mtrs. Carpet area alongwith wash area balcony admeasuring _____ sq. mtrs forming part of the apartment and more particularly described in the Schedule-B hereunder written to the allottee alongwith all the rights and all the privileges, easements, profits, rights and appurtenances, advantages, appendages whatsoever attached to the said Apartment or any part thereof, belonging or anywise appertaining thereto and all the estate, rights, title whatsoever at law, hereby conveyed and every part thereof, to hold the same unto and to the beneficial use & occupation use and benefit of the allottee absolutely as its joint owners and forever and to the exclusion of The promoter.

THAT THE PROMOTER HEREBY COVENANT WITH THE ALLOTTEE THAT :

- (1) The Promoter has himself ultimate rights and exclusive power to convey and transfer by way of sale the said apartment, hereby conveyed and sold unto The allottee as per this Deed of sale. The promoter had also exclusive right and power to fix and receive the sale consideration of the said apartment.
- (2) The Promoter is handing over the possession of the said apartment, to The allottee by executing this deed of sale. That the Said apartment is hereby sold to the allottee with its appurtenances and now the allottee is entitled to sale, mortgage and transfer it to anybody on his volition.
- (3) The total Price of the said apartment is fixed as under:
 - (i) The price of apartment of carpet area admeasuring _____ sq. mtrs is Rs. _____ (Rupees _____ Only), including Rs. _____ (Rupees _____) being the proportionate price of the undivided share in the common areas and facilities appurtenant to the apartment

- (ii) The price of the wash area balcony having area admeasuring _____ sq. mtrs carpet area forming part of the apartment is Rs. _____ (Rupees _____)
- (iii) The total aggregate price of the apartment mentioned herein above (i) to (ii) is Rs . _____ (Rupees _____)
- (4) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the apartment, which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.
- (5) The allottee may from time to time and all times but peaceably and quietly enter upon, occupy or possess and enjoy The Said apartment, hereby conveyed with its appurtenances and receive the rents, issues, profits thereof and every part thereof for his use and benefit without any suit or interruption, claim and demand whatsoever from The promoter or his heirs, successors or any of them or by any person or persons claiming or to claim from under or in trust for them.
- (6) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities; due up to the date of the sale deed.
- (7) The Promoter has clear and marketable title with respect to the project land subject to that earlier he had mortgaged the said apartment and the whole project to the HDFC LIMITED, Ahmedabad. for the purpose of availing construction finance for the project. But before execution of this deed of sale the promoter has obtained no objection certificate bearing no _____ dated _____ from the said bank for final release of its charge on the said apartment ensuring that the said apartment is free from charge / mortgage and such mortgage / charge shall not affect the right and interest of the allottee. With this declaration, The

promoter assures The allottee that the rights and titles of The Said apartment are clear marketable and free from any encumbrances, charges or liens. The promoter further assures that they have not transferred, charged, mortgaged or encumbered The Said apartment or entered in to agreement for sale or any rights or titles of it, in favour of any person other than The allottee.

- (8) The promoter further assures that there is no litigation pending before any court of law, there is no order of prohibition, injunction or attachment either from any court or government or local authority, restraining the transfer, sale, conveyance, alienation or parting with, ownership and possessory rights and titles thereof by The promoter in favour of The allottee and that he has all liberty to sale convey and dispose off the said apartment and convey their ownership and possessory rights and titles unto The allottee.
- (9) The promoter assures that no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said apartment) has been received or served upon the Promoter in respect of the said apartment.
- (10) The promoter shall sign and execute and also manage to be executed all such papers, affidavits, declarations, confirmation etc as may be required to perfect the rights and titles of The allottee, pertaining to The Said apartment.
- (11) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- (12) By virtue of this Deed of sale , The allottee has become the absolute, independent and exclusive owner and possessor of The Said apartment and is entitled to register and to enter the allottee's name as the owner and possessor of the said apartment in the record of the Competent Authorities.

The allottee is also entitled to mortgage The Said apartment and also to sell, alienate, gift, let or transfer the said

apartment or make any dealings regarding The Said apartment.

THAT THE ALLOTTEE OR HIMSELF/ THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE APARTMENT MAY COME, HEREBY COVENANTS WITH THE PROMOTER THAT :

- (A) The Allottee shall use the apartment or any part thereof or permit the same to be used only for purpose of residence. The Allottee has undivided common rights in the common areas and he/she shall not claim partition or separation of his/ her share in the common areas of the project. He/She shall use the parking space only for purpose of keeping or parking vehicle.
- (B) The Allottee along with other allottee (s) of apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- (C) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment 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 Apartment) of outgoings in respect of the project land and Building/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 buildings. 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 maintenance fund of Rs. _____ 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 same is transferred to the society or the association or the limited company as aforesaid.

- (D) Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter such proportionate share of the outgoings as Rs. _____/- being maintenance contribution for the period of one year from the date of building use permission and which are not covered in any other provisions of this agreement.
- (E) The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- (F) At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
- (G) The Allottee shall maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date

that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- (H) The Allottee shall not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (I) The Allottee shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (J) The Allottee shall not to demolish or cause to be demolished the Apartment or any part thereof, nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances there to in good tenantable

repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- (K) The Allottee shall not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (L) The Allottee shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- (M) The Allottee shall Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- (N) The Allottee shall bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- (O) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited

Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- (P) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (Q) That The Allottee has fully borne and paid the entire cost and expenses of Stamp Duty, Registration Fees, Advocate Fees and all other expenses for this deed of sale.

SCHEDULE ‘A’

[Description Of Project Land.]

All that piece and parcel of the Non Agricultural land bearing Final Plot No. 247 admeasuring 2567 sq. mtrs. [allotted in lieu of Survey No. 207/1 admeasuring about : 3642 sq. mtrs]. of Town Planning Scheme No. 21 (Motera), situated, lying and being at Moje Motera, Taluka Sabarmati, District of Ahmedabad and Sub District of Ahmedabad-6 (Naroda) (Hereinafter referred to as “the Said Land”). The Said land was acquired by the Owner / Promoter vide Sale Deed vide Sr. No.17488 dtd.18.12.2015 at the office of the Sub-Registrar of Ahmedabad-6 (Naroda), Or thereabouts more particularly described in the First Schedule hereunder written (Hereinafter referred to as “the project land”)

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

SCHEDULE ‘B’

[Description of the apartment]

All that piece and parcel of constructed property bearing Apartment no on floor of block admeasuring about sq. mtrs. carpet area alongwith wash area balcony admeasuring sq. mtrs. carpet area; forming part of the apartment in the said building called “ Samvaad Samanvay “ constructed on the Project Land

described in the Schedule – “A” hereinabove and with all rights appurtenant to it is bounded as follows :

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

SCHEDULE ‘C’
Mode Of Payment

Amount	Cheque no	Date	Drawn on	Branch

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this deed of sale at Ahmedabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED, SEALED & DELIVERED

By the parties hereto
PARTY OF THE FIRST PART

in the presence of:
WITNESS

(SOHAM BUILDWELL,
A Partnership Firm, acting through its partner,
Shri_____)

PARTY OF THE SECOND PART

Shri_____)