

SALE DEED

FOR Rs._____/-

*Sale Deed of an open non-agricultural land bearing **Sub-Plot No.**____
admeasuring ____ **Sq.Yds.** i.e.**210.05 Sq.Mtrs.** as well as the land
falling between **70.02 Sq.mtrs.** common plot and road i.e. **Total**
admeasuring _____ **Sq.Mtrs** Open Land situated in the plotting
scheme namely “**7 Oak Platinum 4**” floated by **7 Oak developers** in
the non-agricultural land bearing Revenue Block/ Survey No. **576 (Old**
Survey No.388/p2) area land admeasuring **23,420 Sq.Meter of Draft**
TP-2, Final Plot No.29,New Fp 60 (Residential Zone) land
admeasuring **11,710 sq.mtrs.** Situated on the outskirts of Village
Kadipur, Sub-District Dholera, and District Ahmedabad.*

First Party : 7 Oak Developers

Land Owner A Partnership Firm Registered Under the Partnership Act-1956 (**PAN. AABFZ 4124 D**) which is registered vide Regi. AAH-6119 and having its registered office at : 12, Riddhi-Siddhi Complex, Port Road, Dholera, Taluka- Dholera, District- Ahmedabad through and on behalf of its Partner

Mr.Dharmadeepsinh Digvijaysinh Chudasama
Gender :- Male, Age:- 27, Occ.:- Business,
Religion:- Hindu,
PAN :- AKLPC5113B

Residing at :- Aryavijay Society,
Dhandhuka Bhavnagar Road,
Taluka Dhandhuka, Dist.Ahmedabad

Who will be termed as Owner or part of First part or Executor herein [which will include it's time to time partners and his legal heirs, signatory, successors, assignees, executor, administrator, etc.]

Second Party :

Purchaser _____
Address_____

Pan-_____

Who hereinafter will be referred to as – **Purchaser or Second Party or Executee** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his legal heirs, successors, assignees, executors, administrators, etc.).

*I-the First Party am the owner and occupier of the land bearing Revenue Block/ **Survey No. 576 (Old Survey No.388/p2)** area land admeasuring 23,420 Sq.Meter of Draft TP-2, Final Plot No.2_9 (**Residential Zone**) land admeasuring 11,710 sq.mtrs. situated on the outskirts of Village **Kadipur**, Sub-District **Dholera**, District Ahmedabad. which shall be hereinafter referred to as the said land.*

I-the First Party holds the aforesaid land by way of ownership right and there is neither any charge over the said land nor it is mortgaged; and I-the First Party is the owner and occupier of the said land and the said land runs in the name of I-the First Party in all Government and semi-Government records.

*I-the First Party has obtained non-agricultural use permission of the aforesaid land from the District Collector Office, bearing **order No. CB/NA/AHMEDABAD/KADIPUR/576/1001210/2019** dated 07/03/2019 for residential purpose.*

*On the aforesaid land, the First Party has floated a residential plot scheme – “**7 Oak Platinum Phase-4**”, which shall **hereinafter in this sale deed be referred to as the Scheme** and in the said scheme for residential purpose have been sanctioned from the competent authority.*

You the Second Party, after getting title clearance of the aforesaid land from the First Party, have obtained the copies of the permission for conversion of the said land for residential purpose, all the concerned documents, 7/12 extracts and Form No.6 record of rights designs and specification as well as all the papers relating to the scheme and all of them have been taken by you by seeing and verifying them. All these papers have also been verified by his advocate also. Further, the First Party has explained you the Second Party regarding the entire scheme and conditions of sale of the plots, by which you the Second Party has been satisfied and for that there is no misunderstanding or doubt in the mind of you-the Second Party.

*You - the Second Party have purchased the **Sub-Plot No**____ which is admeasuring ____ **Sq.Mtrs.** area as per the layout, which shall hereinafter be referred to as the said plot, **for an amount of Rs.***

_____-/-in words, _____and have consented to comply with all the conditions stipulated therein and he will also have to comply with all the terms and conditions which are enumerated in this sale deed in respect of maintenance which may be decided by the Developer or Owner of the land from time to time and in that respect, at present and in future at the time of purchasing the plot, you-the Second Party will have to comply with whatever conditions which may be imposed by the Government for using the land for residential purpose.

By taking into consideration your-Second Party’s request to purchase the plot, the Owner has Sold the aforesaid plot to you by accepting the sale consideration of the said plot and you-the Second Party has been inducted as a member of the aforesaid Scheme and in pursuance of the same, this sale deed has been executed and in that respect whatever terms and conditions have been prescribed by the First Party will be accepted and binding to you-the Second Party.

I-the First Party am the owner and occupier of the said land and Our Authorized represented me to execute this sale deed in favour of you-the Second Party.

The conditions of the said sale deed, wherein the Second Party has given consent, are as under:

- (1) You-the Second Party have paid the following amount towards the sale consideration of the aforesaid plot:

:: DETAILS OF SALE CONSIDERATION::

Rs. _____/- (Rupees_____) Transfer by Cheque No. _____, on _____Date in favour of 7 Oak developer

Rs. /- ()

Note: - Rs.800 per Sq. yard ($334.96 \times 800 = 2,67,968$) is received for the Development of Amenities and is included in the gross cost of the said scheme.

The full sale consideration of the said plot as aforesaid has been received and in lieu of the same, this sale deed has been signed and except this, no amount of sale consideration is remaining to be paid to I-the First Party from you-the Second Party.

- (2) *There is neither any charge over the said plot nor has it been mortgaged and the First Party have full authority and powers that they can sell the said plot to you-the Second Party.*
- (3) *I-the First Party have handed over the vacant plot and the first party give plot possession whenever Dholera SIR Authority will give approval of the said plot to you-the Second Party, which has to be obtained by you-the Second Party and you are satisfied with this aspect.*
- (4) *By way of executing this sale deed, you-the Second Party have become the absolute independent owner and occupier of the said plot and you will be entitled to use and enjoy the said plot and you-the Second Party will be entitled to enjoy the said plot as your exclusive property, wherein no hindrance or impediment of any manner will be created by I-the First Party or by any other person.*
- (5) *You-the Second Party will have to carry out construction for residential purpose over the said plot on your own expenses and the same will have to be done as per the construction plan and he will not have any right to make any changes therein and further construction for doing any alteration can be done as per the permission which has been granted. Further, if for carrying out any construction over the said plot at any time in future any permission is required, then the purchaser will have to obtain such permission or consent at his own costs*

and the First Party will not be responsible in any manner for the same.

- (6) The aforesaid plot will have to be used for construction of residential purpose only and except that it cannot be used for business, industry and commercial purpose.*
- (7) You-the Second Party have given consent that you will have to pay all types of tax, cess, service tax and any other tax that may be imposed by the Government or its any Department or local authority, which are required to be paid.*
- (8) You - the Second Party have paid an additional amount of **Rs _____/- (in word)**, paid by Cheque No.____ of on Date:, calculating it at the rate of Rs.100/- per sq. yard to us-the First Party, towards the aforesaid plot Maintenance Charges, One time maintenance charges; so collected amount will be kept in a separate Bank Account & the amount will be handed over to the society by the first party.*
- (9) The First Party has, as a part of development of the land of the said scheme, obtained electricity, water and sewer lines, which will have to be taken to his plot by the Second Party at his own costs at the time of construction; and while carrying the said electricity, water and sewer lines to your plot by you-the Second Party if any damage is done, then you-the Second Party will be responsible for the same and you-the Second Party will have to compensate all such damage and you-the Second Party will have to take care that you will not put any other plot holder of the said scheme in difficulty.*
- (10) You-the Second Party has assured that you-the Second Party will protect the common amenities and properties and the friends and relatives of you-the Second Party will not damage the common road or common plot and will not do anything so that the other plot holders are put to difficulty.*

- (11) *In future, when there will be any need for formation of any Registration of Society/ Association/ limited company or any other Committee for common amenities, etc. for maintenance, you-the Second Party will have to sign on necessary papers and application and will cooperate in all the manners in formation of all such society, association, limited company.*
- (12) *You-the Second Party hereby give consent that the First Party will be the owner of all the common amenities like common road, common plot, common garden and construction, which will be built up by them, wherein you-the Second Party will not have any right to claim any right, title or interest, etc. You will be entitled to only use this common Amenities.*
- (13) *You-the Second Party will follow the rules and regulations since the time of implementation of the Society, Association, limited company and any other institution and if any amendments are made in such rules and regulations, then for the protection and maintenance of the said scheme, you will obey the same. All the rules and regulations framed by the local authorities or the Government will have to be followed. All the terms and conditions which may be decided by the Society, Association, Limited Company and other institution shall have to be followed; and the fund or tax, amount of expenses and other payable amount also shall have to be paid regularly.*
- (14) *You-the Second Party have to bear in mind **that till such time** the formation of maintenance Society, Association or limited company or any other institution is not made for providing common amenities, the ownership of all the common plot, common road which is developed on the said land will be of the developer.*
- (15) *You-the Second Party have to keep in mind that – **7 Oak Platinum Phase-4** is a residential plots' scheme, which is being developed by the First Party and in respect of its unsold additional plots, the First Party will have right and authority as to who they should sell the said plots on which terms and*

conditions and for how much sale consideration and all such aspects will depend upon its own wish and they will be entitled to sell the said plots to the person whom they find appropriate and in that respect, you-the Second Party will not have any right to interfere. If the First Party sell these plots to any person, any company and any firm, then you-the Second Party shall not interfere with the act of either First Party nor shall they raise any dispute.

- (16)** *The Second Party hereby clearly understands that this scheme will always be named as “7 Oak Platinum phase-4” and you-the Second Party will not do or cause to do any such act to change the name of the scheme independently or jointly.*
- (17)** *You-the Second Party have to bear in mind that if in future, any betterment charge or any other charge is imposed by the Government, DHOLERA SIR AUTHORITY or local institutions on the said land, the same will have to be borne by you-the Second Party as per his share without raising any objection or dispute. You-the Second Party have given your consent in that respect and you are bound by the same.*
- (18)** *You-the Second Party will have the right that you will be entitled to sell the plot purchased by you to any person by obtaining permission from the First Party, Association, Society, Limited Company or any institution and will comply with the conditions which will be prescribed for maintenance in that respect; and You-the Second Party are not going to raise any objection or dispute and you have given consent in that respect.*
- (19)** *You-the Second Party will not do any act so as to change the area/ size of the plot purchased by you and on account of which there is harassment to the other plot holder.*
- (20)** *The right, title, etc. of the aforesaid land have been verified by you-the Second Party and you are also satisfied with the right and title of the First Party; and all the terms and*

conditions qua the plot sold have been understood by you-the Second Party and in that respect, you do not have any objection or dispute with the First Party.

- (21) You-the Second Party will have to comply with all such conditions under which the Government and the concerned officers have granted non-agricultural use permission and you-the Second Party has given consent for that and have admitted the said conditions.*
- (22) I-the First Party have developed the aforesaid scheme and the same has been sold by I-the First Party to you-the Second Party and, therefore, the signature is made in the capacity of a Land Owner Or Developer and the same is admitted.*
- (23) 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.*
- (24) The _____ Sq.mtrs area as specified above as undivided area i.e share in common area shall be governed by said co-operative housing society. The conveyance of title for the same common areas will be reflected in the revenue records of the said project land. The society will be formed as per Gujarat Co-operative Societies Act,1961. Also the transfer of Title such common areas will abide section 17 of RERA ACT 2016.*
- (25) The Management Body Formed as mentioned above herewith in point No 1. Shall be the administrator of the common areas and undivided proportionate areas, for the same purpose administrator/director/Chairman & secretary will be nominated in the first AGM conducted between the Vendor and purchasers. OR Mr. _____ is the chairman of the said co-operative housing society limited which is hereinafter referred as the confirming party. (in case of Sale deed conducted after formation of society and handling over the physical possession to Management body)*
- (26) Physical possession of common areas will be/is handed over to said co-operative service society limited along with that important documents like insurance copy, Noc's from concerned department, lift license, common equipment warranties and most importantly Approved plans and BU**

Copy is / will be submitted to the said co-operative service society limited.

(27) Every Member i.e. Purchaser also agrees to the rules and regulations specified by the management body i.e. society.

(28) Vendor Implemented Sale Agreement to Purchase on the DATE :_____ having Serial number :_____

(29) SEVERABILITY

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

(30) The quadruplet and the schedule of the aforesaid property are as under:

:: SCHEDULE ::

Sale Deed of an open non-agricultural land bearing **Sub-Plot No__** admeasuring _____ **Sq.Yds. i.e.____Sq.Mtrs.** as well as the land falling between _____ **Sq.mtrs.** common plot and road i.e. **Total** admeasuring _____ **Sq.Mtrs** Open Land situated in the plotting scheme namely “**7 Oak Platinum 4**” floated by **7 Oak developers** in the non-agricultural land bearing Revenue Block/ Survey No. **576 (Old Survey No.388/p2)** area land admeasuring **23,420 Sq.Meter of Draft TP-2, Final Plot No.29** (Residential Zone) land admeasuring **11,710 sq.mtrs.** Situated on the outskirts of Village Kadipur, Sub-District Dholera, and District Ahmedabad.

Details of boundaries :

Eastern Side : 12 Mt Wide Internal Road
Western Side : Scheme Boundary wall
Northern Side : Plot No.23
Southern Side : Plot No. 25

FIRST PARTY : _____(Land Owner)

SECOND PARTY: _____(Purchaser of Plot)

***POSTAL ADDRESS OF THE PROPERTY: Sub-Plot No.24,
7 Oak Platinum Phase-4, FP No. 29, Kadipur, Sub-District
Dholera, District Ahmedabad.***

FIRST PARTY : _____(Land Owner)

SECOND PARTY: _____(Purchaser of Plot)

POSTAL ADDRESS OF THE PROPERTY: Sub-Plot
No.24, 7 Oak Platinum Phase-4, FP No. 29, Kadipur, Sub-
District Dholera, District Ahmedabad.

*This sale deed has been executed today on / /2019 at Dholera by I-
the Executor willingly, with full understanding, reading and
understanding the same, without being in the state of intoxication and
without any type of objection and consciously, without anybody's
pressure-duress and the same will be admitted and binding to us and our
progeny, guardians, heirs, executors, administrators, assignees,
successors, etc.*

*IN WITNESS WHEREOF the parties hereto have hereunto set their
respective hands the day, month and year hereinabove written.*

***Date:- / /2019
Ahmedabad.***

*Signed, sealed and delivered
By the Named within
The Executor (First Party)*

In the presence of:

7 Oak Developers

Through its Authorised Signatory (Partner):

Mr. Dharmadeepsinh Digvijaysinh Chudasama

1. _____

2. _____

Schedule under Sec. 32 (A) of The Registration Act.

Executor-First Party

7 Oak Developers
Through its Authorised Signatory (Partner):
Mr. Dharmadeepsinh Digvijaysinh Chudasama

Executee-Second Party

MR. _____