

SALE DEED

Sale of a **Unit/office No.**_____ **having net land area admeasuring about** ____ **Sq. Metres or** ____ **Sq.feet.** with usable constructed Carpet Area of _____ Sq. Mts or _____ Sq. Fts thereon, with ____ Sq. Meters or ____ Sq. Feet of additional constructed balcony, staircase area together with undivided, non-exclusive right to use Common Areas and Facilities so included within Project known as “**TRINITY PLAZA**” duly constructed and developed on all that piece and parcel of land or ground, and premises bearing, lying and being at Mouje: Dariyapur-Kazipur, Taluka: Asarva and District: Ahmedabad within Registration Sub-District: Ah-medabad-6 (Naroda), being non-agricultural land bearing City Survey no. 5753 admeasuring 1,015 sq. mtrs. comprised in the Town Planning Scheme no. 14 (Shahibaug) of Ahmedabad by Final Plot no. 189 paiki (Old Survey no. 75/2/1/2) for the total consideration of **Rs.** _____/- **[Rupees _____ only]**

SALE DEED

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

FIRST PARTY
THE VENDOR
THE DEVELOPER

M/S. TRINITY PLAZA (PAN: [*]) a partner-ship firm duly registered un-der the Indian Partnership Act, 1932 having its principal place of business at: [*], represented by its Authorized Partner Mr. Hemen Hirenkumar Johsi, adult, Hindu , by religion, residing at 47, Niharika Bungalows, off IIM Road, Am-bawadi, Ahmedabad, having contact no. 9824095244 and email id hemenjoshi@ya-hoo.co.in, hereinafter referred to as the "VENDOR OR DEVELOPER" which ex-pression shall unless repugnant to the con-text or meaning thereof be deemed to in-clude the Vendor and its authorized officers, successors or assignees) of the **FIRST PARTY**.

SECOND PARTY : (1) _____
THE PURCHASER(S) Age : Major [PAN No :- _____]

(2) _____
Age : Major [PAN No :- _____]

Add: _____ And having
Contact No. _____ and
 E mail Id: _____ (herein-
 after called “**Purchaser(s)**” which expres-
 sion shall unless it be repugnant to the con-
 text or meaning thereof be deemed to in-
 clude (in case of individual/s) his/ her/ their
 heirs, legal representatives, executors, suc-
 cessors and assigns; (in case of partnership
 firm) its partners as at present and from time
 to time and the heirs and legal representa-
 tives of the last surviving partner; (in case
 of HUF) its members as at present and from
 time to time and their respective heirs, ex-
 ecutors and successors and its (HUF’s) per-
 mitted assigns; (in case of Trust) its Trus-
 tees as at present and from time to time and
 the beneficiaries thereof; (in case of Corpo-
 ration) its successors and assigns); of the
SECOND PARTY.

WITNESSETH AS FOLLOWS :

WHEREAS the Vendor is seized and possessed of or otherwise well and sufficiently entitled to the immovable property situate at Mouje: Dariyapur-Kazipur, Taluka: Asarva, District: Ahmedabad within Regis- tration Sub-District: Ahmedabad-6 (Naroda), being non-agricultural land bearing City Survey no. 5753 admeasuring 1,015 sq. mtrs. com- prised in the Town Planning Scheme no. 14 (Shahibaug) of Ahmedabad by Final Plot no. 189 paiki (Old Survey no. 75/2/1/2) (hereinafter referred to as “**the said land**”) more particularly described in “**SCHEDULE**” hereunder written;

AND WHEREAS earlier, one Kikabhai Bhagubhai became entitled to whole of the land bearing Survey no.75/2/1 of Mouje: Dariyapur-Kazipur admeasuring 3,250 sq. yards;

AND WHEREAS thereafter, by a partition effected amongst brothers on 26.04.1960, the land bearing Survey no. 75/2/1 paiki admeasuring 2,060 sq. yards including 64.50 area of road came to share of Kikabhai Bhagubhai and land bearing Survey no. 75/2/1 paiki admeasuring 1,190 sq. yards came to share of Bakubhai Bhagubhai, in respect whereof a mutation entry no. 3411 was made on 23.02.1962 in revenue record;

AND WHEREAS the land which came to share of Bakubhai Bhagubhai was given Survey no. 75/2/1/2 in revenue record;

AND WHEREAS the Collector, Ahmedabad vide his order bearing no. LND/553 dated 07.08.1954 granted permission for non-agriculture use of the said land bearing whole of said Survey no. 75/2/1 of Mouje Dariyapur-Kazipur;

AND WHEREAS the Ahmedabad Municipal Corporation issued a commencement certificate / development permission on 24.07.1962 for construction of a bungalow on the said land bearing Survey no. 75/2/1 of Mouje Dariyapur-Kazipur and thereafter a bungalow admeasuring 389.56 sq. mtrs. was then constructed on the land of Survey no. 75/2/1/2;

AND WHEREAS thereafter, said land bearing whole of Survey no. 75/2/1 of Mouje Dariyapur-Kazipur was comprised in the Town Planning Scheme no. 14 by Final Plot no. 189 admeasuring 3,274 sq. yards;

AND WHEREAS said land of Survey no. 75/2/1/2 which was comprised in Town Planning Scheme no. 14 by Final Plot no. 189 paiki was included in the city survey limits and therefore, the revenue record were transferred to city survey record and said land of Survey no. 75/2/1/2 was given City Survey no. 5753 admeasuring 1,015 sq. mtrs.;

AND WHEREAS upon demise of said Bakubhai Bhagubhai on 11.02.1996, names of his heirs viz. (1) Vidyutbala Wd./o Bakubhai Shah, (2) Usmin Bakubhai Shah (son) and (3) Kalpana Bakubhai Shah (daughter) were mutated in revenue record, a mutation entry no. 16056 was made on 11.07.1996 in revenue record in that respect;

AND WHEREAS by a last Will and Testament of said Bakubhai Bhagubhai made and published on 30.06.1994, whereby said land bearing Survey no. 75/2/1/2 of Mouje: Dariyapur-Kazipur, Taluka Asarva, Dis-trict Ahmedabad comprised in the Town Planning Scheme no. 14 (Sha-hibaug) of Ahmedabad by Final Plot no. 189 paiki was bequeathed to his son Usminbhai Bakubhai, subject to life estate of his widow Vidy-utbalaben and that same was mutated in City Survey records;

AND WHEREAS thereafter, said Vidyutbala Wd./o Bakubhai Shah died on 10.06.2013, her name was deleted from city survey record and that her life estate in the said land was also cancelled and a mutation entry no. 6849 was made in city survey record on 09.10.2015, in that respect;

AND WHEREAS upon demise of Usminbhai Bakubhai on 07.12.2014, names of his heirs viz. (1) Shobhna Wd./o Usmin Shah i.e. the Vendor herein, (2) Khyati D/o Usmin Shah and (3) Laxita D/o Usmin Shah were entered in City Survey Record on 23.04.2015 by mutation entry

no. 6326;

AND WHEREAS thereafter, by Deed of Release dated 15.09.2015 reg-istered by the Sub-Registrar of Assurances under Serial no. 13157, said Khyati D/o Usmin Shah and Laxita D/o Usmin Shah released their rights over the said land of City Survey no. 5753 of Mouje Dariyapur-Kazipur in favour of the Vendor herein i.e. Shobhna Wd/o Usmin Shah and a mutation entry no. 6848 was made in city survey record on 09.10.2015, in that respect.

AND WHEREAS the said land was purchased and obtained by the Vendor from the said Shobhna Wd/o Usmin Shah through Sale Deed/Conveyance Deed dated 24/09/2018 registered at serial no. [*] before the office of the Sub Registrar Ahmedabad as executed in favour of the Vendor herein.

AND WHEREAS the Vendor has proposed to construct and development a commercial building on the said project Land. The Vendor will comply the required provisions including registration before competent authority as and when formed and notified as provided in **Real Estate (Regulation and Development) Act, 2016;**

AND WHEREAS, the Vendor floated a scheme of commercial shops and offices on the said Project Land, known as “**TRINITY PLAZA**”, and has prepared plans, specifications and designs of the same, which are duly approved by the Ahmedabad Municipal Corporation vide its Rajachithi bearing No. 01141/211218/A1081/R0/M1.

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, services, common infrastructure and common open areas and also to manage, maintain, monitor, replace, up-grade, etc., The said Society is hereinafter referred to as “Society” or “Maintenance Entity”.

AND WHEREAS the Purchaser approached the Vendor/Developer, for the purpose of acquiring a Unit / Office within said Scheme **“TRINITY PLAZA”**, 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/Office 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 Unit/Office 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 a Booking Agreement / Agreement for Sale dated _____ with the Vendor/Developer (hereinafter referred as “**said Agreement**”) and booked/reserved for him/her/it/them unit/office No. ____ within the said Scheme “**TRINITY PLAZA**”, 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 passages, parking, etc (Undivided Common Plot Area), together with Built Up Construction admeasuring ____ Square Meters or ____ Square Yards i.e. ____ Square Meters or ____ Square Yards of Super Built Constructed Area, so developed on the Said Land, more particularly described hereunder by **FIRST AND SECOND SCHEDULE** and hereinafter referred to as “**Scheduled Property**”, together with non-exclusive right to use Common Facilities and Common Area etc.

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, 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 AND SECOND 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 for ever as full and absolute owner.

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 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 said Unit/Office 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 Unit/Office. 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 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 such reserved areas 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 Unit/Office 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/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 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 prede-

cessors 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 claims, 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.

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 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.

The Purchaser has made timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement for Sale dated _____. However, in the event of the Purchaser making any default in payment of any other amount due whether formally demanded or not, the Vendor shall be entitled to recover the same delayed payments with interest at the rate of 18% per annum for the delayed period or at the Vendor's option to cancel the reservation of the Scheduled Property and to forfeit/deduct cancella-

tion amount as mentioned in Part A of Third Schedule of the Agreement for Sale dated _____, and refund the remaining amount within the stipulated time as provided under RERA Act, 2016.

DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settle 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.

FIRST SCHEDULE - "THE PROJECT LAND"

THE FIRST SCHEDULE ABOVE REFERRED TO :-

All that land, hereditament and premises of the immovable property situate, lying and being at Mouje: Dariyapur-Kazipur, Taluka: Asarva and District: Ahmedabad within Registration Sub-District: Ahmedabad-6 (Naroda), being non-agricultural land bearing City Survey no. 5753 admeasuring 1,015 sq. mtrs. comprised in the Town Planning Scheme no. 14 (Shahibaug) of Ahmedabad by Final Plot no. 189 paiki (Old Survey no. 75/2/1/2), which is bounded as follows:

On the East :	60 Ft. Wide Road
On the West:	Old Survey no. 75/2/1/1
On the North:	Internal Society's Road
On the South:	Society

SECOND SCHEDULE - "Scheduled Property "

THE SECOND SCHEDULE ABOVE REFERRED TO:-

ALL THAT, Unit/office bearing No._____, at _____ Floor, admeasuring about Sq. Metres or Sq.feet. of usable constructed Carpet Area, together with undivided, non-exclusive right to use Common Areas of commercial Shops, so included within Project known as “TRINITY PLAZA” constructed and developed on the Said Land more particularly described in the First Schedule hereinabove, with undivided land share as may be calculated and conveyed in conveyance deed / sale deed and bounded by as follows.

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

THIRD SCHEDULE
PAYMENT DETAILS

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands hereunder on this _____ **day of** _____, **2019** at **Ahmedabad**.

**SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED**

FIRST PARTY :

VENDOR/DEVELOPER

TRINITY PLAZA , a Partnership Firm,
through Its Partners, Mr. Hemen
Hirenkumar Joshi,

In the presence of following two
Witnesses:

1) _____

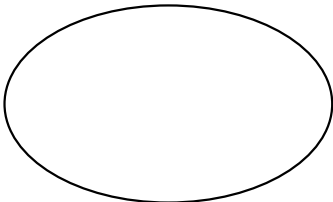
2) _____

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

<u>SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB</u> <u>IMPRESSION</u>
------------------	-------------------	-----------------------------------

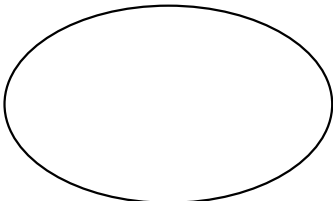
FIRST PARTY
VENDOR/DEVELOPER

TRINITY PLAZA
A partnership firm through its
Partner



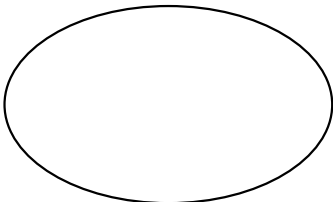
Mr. Hemen Hirenkumar Joshi

SECOND PARTY
PURCHASER



First Applicant Name

Second Applicant Name



Witness:

1. _____

2. _____

PHOTOGRAPH OF UNIT/OFFICE NO. _____ ADMEASURING
ABOUT _____ SQ. MTRS PROPERTY PHOTOGRAPH SIZE 5 X 7

Property Address : Unit/OFFICE No. - ____ _____,Ahmedabad.

First Party Vendor

Second Party Purchaser

Mr. Hemen Hirenkumar Joshi

First Applicant Name

Second Applicant Name

PHOTOGRAPH OF UNIT NO. _____ ADMEASURING ABOUT
_____ SQ. MTRS PROPERTY PHOTOGRAPH SIZE 5 X 7

Property Address : Unit/OFFICE No. - ____ _____,Ahmedabad.

Party Vendor

Second Party Purchaser

Mr. Hemen Hirenkumar Joshi

First Applicant Name

Second Applicant Name