

SALE DEED

In Respect Of Shop / Office No. _____, Ground Floor / 1st Floor / 2nd Floor,
For Commercial Purpose, Area of Plot About _____ Sq. Mtrs., Plot No. 37,
Sector - 8, Scheme known as **Sunshine Arcade II** situated at
Gandhidham, Taluka : Gandhidham, District : Kutch **For**
Rs. _____.

This Sale Deed is entered on this _____ day of Month Of _____, 2018 at
Gandhidham - Kutch by and between :

For M/s. Sunshine Buildspace Pvt. Ltd.

(Shri Rajendra Tarachand Jain)
Director & Authorized Signatory

THE VENDOR

M/s. Sunshine Buildspace Pvt. Ltd., a Private Limited
Company, incorporate under The Companies Act, 2013
and having its Registered Office at Plot No. 247, Ward No.
12/B, Gandhidham-Kutch, PAN : AAVCS3926P.

through its Director & Authorized Signatory
Shri Rajendra Tarachand Jain, an Indian, adult, aged
about 55 years, Occupation : Business, resident of
Gandhidham-Kutch

(hereinafter referred to as "**THE VENDOR / PROMOTER**"
for the sake of brevity) **the Party of the First Part.**

A N D

Shri _____, an Indian, adult, aged
about _____ years, Occupation : _____
Address _____ :

PAN : _____

(hereinafter referred to as "**THE PURCHASER /**
MEMBER" for the sake of brevity) **the Party of the**
Second Part.

AND WITNESSETH AS UNDER :-

WHEREAS; the Vendor is the absolute owner and in _____ possession of
Shop / Office No. _____, Ground Floor / 1st Floor / 2nd Floor, For Commercial
Purpose, Area of Plot About _____ Sq. Mtrs., Plot No. 37, Sector - 8, Scheme
known as **Sunshine Arcade II** situated at Gandhidham, Taluka : Gandhidham,
District : Kutch (hereinafter referred to as "the said Shop / Office" for the sake
of brevity).

That the history of said Property is as under :

WHEREAS ; That the land in question is part and parcel of land declared to be the port area by the Central Government and Government of India is the owner of the said land, including above said plot bearing Plot No. 37, Sector 8, Gandhidham **AND;**

WHEREAS ; by virtue of the provisions of the Major Port Trust Act, 1963 the Board of Trustees of the Kandla Port Trust have been vested with the above said land and the Kandla Port Trust is managing the land of the Government of India **AND;**

WHEREAS ; the Kandla Port Trust (now known as Deendayal Port Trust) allotted Plot No. 37, area about 1,575.72 Sq. Mtrs. Sector - 8 situated at Gandhidham, Taluka : Gandhidham, Dist.: Kutch for Commercial Purpose to Shri Soni Shamji Gangji on 99 Years Lease basis, Lease commencing from 28.07.1980. That the KPT has executed Registered 99 Years Lease Deed dtd. 30.04.2005 in favor of Shri Soni Shamji Gangji and the said Deed has been duly registered before Sub-Registrar, Gandhidham at Reg. No. 2755 dtd. 05.05.2005. (hereinafter referred to as "*the said Plot*") **AND;**

WHEREAS ; Shri Soni Shamji Gangji through Attorney Shri Ragunathrai R. Gakhar sold his Leasehold Rights over said Plot to Shri Hemant Raghunathrai Gakhar and Shri Dinesh Raghunathrai Gakhar vide Registered Transfer Deed dtd. 22.05.2006, which is duly registered before Sub-Registrar, Gandhidham at Reg. No. 3178 dtd. 25.08.2006. That the K.P.T. vide its Mutation Letter No. EL/LD/3229/2950 dtd. 10.10.2006 mutated the said plot in favor of Shri Hemant Raghunathrai Gakhar and Shri Dinesh Raghunathrai Gakhar **AND;**

WHEREAS ; Shri Hemant Raghunathrai Gakhar and Shri Dinesh Raghunathrai Gakhar sold their Leasehold Rights over said to M/s Agencies and Cargo Care Ltd. vide Registered Transfer Deed dtd. 22.06.2011, which is duly registered before Sub-Registrar, Gandhidham at Reg. No. 3753 dtd. 22.06.2011. That K.P.T. vide its Mutation Letter No. EL/LD/3229/142 dtd. 17.09.2012 mutated said plot in favor of M/s Agencies and Cargo Care Ltd. **AND;**

WHEREAS ; Shri Soni Shamji Gangji through Attorney Shri Ragunathrai R. Gakhar sold their Leasehold Rights over said Plot to the Vendor / Promoter vide Registered Transfer Deed dtd. 02.01.2016, which is duly registered before Sub-Registrar, Gandhidham at Reg. No. 22 dtd. 02.01.2016. That the K.P.T. vide its Mutation Letter No. ES/LD/3329/3921 dtd. 18.01.2016 mutated the said plot in favor of *M/s. Sunshine Buildspace Pvt. Ltd* / the Vendor / Promoter **AND;**

WHEREAS ; the Vendor / Promoter has obtained permission no. 60910/B dtd. 08.06.2016 from Gandhidham Development Authority for construction of Shop-Cum-Office upon said plot. That Gandhidham Development Authority also approved Construction Plan for construction of Shop-Cum-Office upon Ground, 1st & 2nd Floor of said Plot in favor of the Vendor / Promoter **AND;**

WHEREAS ; The Vendor / Promoter has constructed 15 Shop-Cum-Office upon Ground Floor of said Plot No. 37, Sector 8, Gandhidham as per Permission and Plan approved by Gandhidham Development Authority and the Gandhidham Development Authority issued Occupancy Certificate No. 4GDA(2453)/2018/6406 dtd. 31.03.2018 for construction of Shop-Cum-Office upon Ground Floor and Covered Area of Ground Floor is 787.60 Sq. Mtrs. That the Vendor / Promoter has constructed 15 Offices upon 1st Floor and 15 Offices upon 2nd Floor of said Plot. That the Gandhidham Development Authority issued Occupancy Certificate No. _____ dtd. _____ for construction of Office upon 1st Floor & 2nd Floor and Covered Area of 1st Floor is _____ Sq. Mtrs. and Covered Area of 2nd Floor is _____ Sq. Mtrs. **AND ;**

WHEREAS ; the Vendor / Promoter issued Share No. _____ dtd. _____ of Rs. 10/- in favor of the Purchaser / Member and the Purchaser / Member is one of the Share Holder of the Vendor / Promoter Company **AND;**

WHEREAS ; The Vendor / Promoter as owner of said Shop / Office No. _____ Ground Floor / 1st Floor / 2nd Floor, For Commercial Purpose, Area of Plot About _____ Sq. Mtrs., Plot No. 37, Sector - 8, Scheme known as **Sunshine Arcade II** situated at Gandhidham, Taluka : Gandhidham, District : Kutch agreed to Sale / Transfer and convey the same unto the Purchaser / Member for a consideration of Rs. _____ (Rupees _____ Only) fully and effectually unto the Purchaser / Member **AND ;**

WHEREAS ; Fire Officer, Bhuj Nagarpalika, Fire and Emergency Services, Bhuj issued Fire NOC No. BNP/FIRE/2484/2018 dtd. 01.11.2018 in respect of said plot / property stating that **M/s. Sunshine Buildspace Pvt. Ltd.** has installed

WHEREAS ; In Pursuance of above agreement the Purchaser / Member has paid to the Vendor / Promoter a sum of Rs. _____/- (Rupees _____ Only) being the full and final consideration amount and the Vendor / Promoter doth hereby admit and acknowledge to have received full and final consideration amount as above from the Purchaser / Member for complete sale, transfer, assignment, conveyance and grant of said property fully and effectually and forever unto the Purchaser / Member, the details of said payment are as under :

Rs. _____ by Cheque No. _____ dtd. _____ of _____
Rs. _____ by Cheque No. _____ dtd. _____ of _____
Rs. _____ by Cheque No. _____ dtd. _____ of _____

WHEREAS ; The Gandhidham Development Authority has granted permission for construction and also approved the construction plan and Shops and Offices have been constructed as per permission and plan approved by The Gandhidham Development Authority and the same / said **Scheme known as *Sunshine Arcade II***. That the said land has been allotted for Commercial purpose. That the Vendor / Promoter also made planning for all the necessities like water, sewage, electricity etc. and they shall provide the said facilities to the members of the scheme **AND ;**

WHEREAS ; That Shri _____, Advocate and Notary, Gandhidham issued Title Clearance Certificate dtd.: _____ in respect of above said Land / Project, stating that the Title of said Land / Project is Clear, Marketable and free from all sorts of encumbrances **AND ;**

WHEREAS ; The said scheme / land upon which the Shops and Offices has been constructed shall be known as ***Sunshine Arcade II*** and the Purchaser / Member shall have no any kind of Right / Title to change the name of said scheme **AND ;**

WHEREAS ; the said scheme is in the said Plot for Commercial Purpose and is as per the plan and permission by GDA has been launched by the Vendor / Promoter and the said property is owned and possessed by the Vendor / Promoter **AND ;**

WHEREAS ; The Vendor / Promoter agreed to sale the property of **Scheme known as *Sunshine Arcade II*** bearing Shop / Office No. _____, Ground Floor / 1st Floor / 2nd Floor, For Commercial Purpose, Area of Plot About _____ Sq. Mtrs., Plot No. 37, Sector - 8, Scheme known as ***Sunshine Arcade II*** situated at Gandhidham, Taluka : Gandhidham, District : Kutch and particularly shown in the Schedule with Rights, including the Cost of Construction for Rs. _____ (Rs. _____ only) to the Purchaser / Member **AND ;**

WHEREAS ; Both the parties entered into Sale Agreement dtd.: _____ in respect of said Shop / Office, which is duly registered before Sub-Registrar, Gandhidham at Reg. No. _____ dtd.: _____ **AND ;**

WHEREAS ; That the open land, Common Place, Stair Case, Lift, Common Water Underground and Overhead tanks, Water pipelines, sewage lines, electric line, telephone line etc. and other common amenities of the said scheme, like Stair Case, Lift, Parking Space, etc shall be utilized by all the

members in common and all shall co-operate each other and shall not create any hindrance in enjoyment of said common amenities **AND ;**

WHEREAS ; That in future in case of formation of association / society etc. of all the members of said Scheme / *Sunshine Arcade II*, the Purchaser / Member shall have to become member of the same and he / she has to pay the monthly or yearly (or periodically) maintenance charges and other expenses of common amenities, which is to be fixed by the Association / Society from time to time. If the Purchaser / Member fails to pay such fees / charges regularly, he / she shall have no right to utilize such common amenities and he/she shall be restrained from entering into common amenities, including Water and Electricity facility and the Purchaser / Member hereby undertake that he / she shall not object for the same and he/she shall be liable for the fine for the same. That the Purchaser / Member further declare that he / she shall regularly pay such charges / fees, without any delay. Till the entire Project / *Sunshine Arcade II* is completed and till all the Shops and Offices are sold, the Vendor / Promoter shall manage and maintain the common amenities and the Purchaser / Member shall pay fees / charges to the Vendor / Promoter. That the Purchaser / Member and / or other Purchasers of Shop / Office in said Scheme / *Sunshine Arcade II* shall not form any Society / Association and the Purchaser / Member hereby give undertaking for the same **AND ;**

WHEREAS ; The Purchaser / Member and his / her Legal Heirs etc. shall utilize the said Shop / Office for the purpose of which it has been allotted / sold i.e. for Shop / Office purpose as owner-cum-lessee and he / she can Sale / Transfer / Gift only said Shop / Office, after obtaining prior written permission from the Vendor / Promoter and after payment of Transfer fees decided by the Vendor / Promoter and / or the Association / Society from time to time. That for Mortgage of said Shop / Office, the Purchaser / Member has to obtain prior permission from the Vendor / Promoter and the Lessor / Deendayal Port Trust and the Purchaser / Member shall pay and bear all the expenses for the same. That the Vendor / Promoter hereby declare that they have not sold / transferred / mortgaged the said Shop / Office and title of said Shop / Office is clear, marketable and free from all encumbrances **AND ;**

WHEREAS ; The possession of said Shop / Office has been handed over to the Purchaser / Member. That the Vendor / Promoter has constructed 15 Shop-Cum-Office upon Ground Floor of said Plot No. 37, Sector 8, Gandhidham as per Permission and Plan approved by Gandhidham Development Authority and the Gandhidham Development Authority issued Occupancy Certificate No. 4GDA(2453)/2018/6406 dtd. 31.03.2018 for construction of Shop-Cum-Office upon Ground Floor and Covered Area of Ground Floor is 787.60 Sq. Mtrs. That the Gandhidham Development Authority issued Occupancy Certificate No. _____ dtd. _____ for construction of Office upon 1st Floor & 2nd Floor and Covered Area of 1st Floor is _____ Sq. Mtrs. and Covered Area of 2nd Floor is _____ Sq. Mtrs. and as such the

possession of said Shop / Office has been handed over to the Purchaser / Member and he / she hereby admits and acknowledge receipt thereof **AND ;**

WHEREAS ; That after getting possession by the Purchaser / Member he / she shall maintain the said Shop / Office at his / her own cost and expenses and he / she shall maintain the Shop / Office in condition in which it was given / inflammable items and shall not do such acts, so that to damage the infrastructure of said scheme / building and / or any other adjoining occupiers of the scheme and he / she shall be responsible for the same. That the the Purchaser / Member hereby admits and agree he shall not do business of Garage, Bakery, Selling of tyre and such other business which create nuisance **AND ;**

WHEREAS ; That the Purchaser / Member / Occupier shall have to utilized his / her said Shop / Office in such a way so that there should be no nuisance / inconvenience / hardship to any adjoining occupier or common amenities and he / she shall not utilized the said Shop / Office for anti - social activities. That he / she shall utilized the said Shop / Office only for Shop / Office purpose and shall not utilized for religious, industrial, educational and such other purpose. That the Purchaser / Member has paid the consideration amount shown hereinabove and except said amount no any amount has been paid by him / her to the Vendor / Promoter **AND ;**

WHEREAS ; That the Purchaser / Member hereby declare and assure that he / she shall not throw wastage / garbage etc. outside the Shop / Office / within the area of scheme and he / she shall take necessary care to keep clean entire project area, including surrounding area of his / her Shop / Office. That the Purchaser / Member hereby admits and undertake he / she shall comply with all the terms and conditions of this Deed and other Terms and Conditions / Instructions by the Vendor / Promoter and / or Society / Association etc. from time to time **AND ;**

WHEREAS ; The Vendor / Promoter has constructed the said Shops and Offices of the said project as per the permission and plan approved by GDA and under supervision of GDA approved Civil Engineer / Architect and has complied with the Provisions of The *Real Estate Regulation and Development Act, 2016 (RERA)* and as such the RERA has issued Registration Certificate No. _____ dtd.:_____ for the same and the said information uploaded on the Website of RERA and the Purchaser / Member has verified and confirmed the same. That the Purchaser / Member agreed that he / she shall informed their visitors and guests to park their vehicles outside compound wall of the project and he / she shall park his / her vehicle in discipline manner. If from today due to change in Law / Rules if

there is any increase in any Taxes / Electricity Charges / Municipal / Government Taxes etc., same shall be paid and bear by the Purchaser /

Member. That the Vendor / Promoter have paid taxes up to date and hence forth the same shall be paid and born by the Vendor / Promoter. That the Vendor / Promoter has handed over the copies of Title Deeds in respect of said Shop / Office and the Purchaser / Member has gone through the same and he / she is satisfied with the same **AND ;**

WHEREAS ; If, the Purchaser / Member wants to sale / transfer the above said Shop / Office he / she has to obtain prior written permission from the Vendor / Promoter or Society / Association for the same he / she has to pay the Transfer Fees for the same. That without prior permission, the Purchaser / Member shall have no right / power to sale / transfer or handover possession to the Third Party / intending buyer, etc. If, the Purchaser / Member wants to give the said Shop / Office on Rental basis, the said Tenant / Occupier shall have to follow all the Terms and Conditions of this Deed and said tenant / Occupier shall have to maintain the discipline and he / she has to inform to the concerned department for the same. That the said Tenant / Occupier shall have not to make any dispute with the Employees of the Scheme / Management **AND ;**

WHEREAS ; the common facilities provided in the project are for all the members / Shop / Office holder of **Scheme known as *Sunshine Arcade II*** in common and all the members shall utilize the same in common with harmony, as such the Purchaser / Member and/or any other the Purchaser / Member shall not make any complaint to the Vendor / Promoter and /or any other the Purchaser / Member. The Purchaser / Member hereby admits that he / she has read and understand all the conditions / regulations and he/she is satisfied with the same and after satisfaction he/she agreed to purchase the said Shop / Office **AND ;**

WHEREAS ; The Purchaser / Member has paid all the expenses for the registration of Sale Deed in his/her favor and he/she shall pay and bear Stamp Duty, Registration Charges, Advocate Fees etc. for the same **AND ;**

General Rules and regulation as per Real estate (Regulation and development)act 2016

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

- b. In Future FSI increase by development authority then Association has right to develop further Promoter has no rights on such.
- c. All Common areas and common amenities i.e. undivided proportionate share are transferred to association and the Promoter has no rights afterwards.
- d. Clause no. 22 of Annexure A of Model Draft Agreement of General rules and regulation of Real estate (regulation and development) act 2016(RERA) is binding us which is as follow:

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."

- e. After agreed on all points of Model Draft Agreement of General rules and regulation of Real estate (regulation and development) act 2016(RERA) by the both the Parties. We had registered Agreement for sale as on dt: _____ with registered number _____ and afterword we had made such sale deed.
- f. We had release our mortgage on loan taken from Gandhidham Co-Op Bank Ltd and attache herewith NOC and Noc issued on dt: _____ and No. _____

SCHEDULE OF THE PROPERTY

Shop / Office No. ____, Ground Floor / 1st Floor / 2nd Floor, For Commercial Purpose, Area of Plot About ____ Sq. Mtrs., Plot No. 37, Sector - 8, Scheme known as *Sunshine Arcade II* situated at Gandhidham,

Taluka : Gandhidham, District : Kutch, in Registration District of Kutch,
Reg. Sub-District : Gandhidham and bounded as under:

Carpet / Constructed Area : _____ Sq. Mtrs

Terrace: _____ sq. mtrs

Balcony : _____ Sq. Mtrs.

Total Cover Area : _____ Sq. Mtrs

Four Boundary of said property :

North : _____

South : _____

East : _____

West : _____

Details of entire land of Project / Scheme known as Sunshine Arcade II

Plot No. 37, Sector – 8 situated at Gandhidham, Taluka : Gandhidham,
Dist.: Kutch, area of Plot 1,575.72 Sq. Mtrs.

Total Covered Area at Ground Floor : 787.60 Sq. Mtrs.

Total Covered Area at 1st Floor : _____ Sq. Mtrs.

Total Covered Area at 2nd Floor : _____ Sq. Mtrs.

Four Boundary of Scheme known as *Sunshine Arcade II*:

North : Plot No. 35 & 39

South : 80' wide Road

East : Plot No. 36

West : Plot No. 38

No error, misstatement nor omission in this description of the said Shop / Office shall annul this Sale Deed.

That this Sale Deed shall be binding to the Vendor / Promoter and its Directors, Assignee, etc. and the Purchaser / Member and his / her legal heirs, etc.

In witness whereof both the parties hereto have set and subscribed their respective hands to this agreement in their proper sense and without any external pressure and / or influence, on the day and the date herein above mentioned.

WITNESSES:

1. _____

2. _____

For M/s. Sunshine Buildspace Pvt. Ltd

Shri Rajendra Tarachand Jain
Director & Authorized Signatory
THE VENDOR / PROMOTER

THE PURCHASER / MEMBER

Photograph of Shop / Office No. ____, Ground Floor / 1st Floor / 2nd Floor, For Commercial Purpose, Area of Plot About ____ Sq. Mtrs., Plot No. 37, Sector – 8, Scheme known as *Sunshine Buildspace* situated at Gandhidham, Taluka : Gandhidham, District : Kutch

ANNEXURE

<u>NAME & ADDRESS OF PARTIES</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
For M/s. Sunshine Buildspace Pvt. Ltd <i>Shri Rajendra Tarachand Jain</i> <i>Director & Authorized Signatory</i> THE VENDOR / PROMOTER		Left hand thumb impression
THE PURCHASER / MEMBER		Left hand thumb impression