

SALE DEED

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SALE DEED of Property bearing Unit No._____ on the _____
 Floor admeasuring about _____ sq.feet i.e. _____ sq.mtrs (carpet
 area) in the scheme known as “*CAPITAL ONE*” alongwith
 _____sq.mtrs of undivided share in the land of Sub Plot No.1
 & Sub Plot No.2 situated on the land of Final Plot No.359 of Town
 Planning Scheme No.3 (Now covered under City Survey
 Superintendent’s Office bearing City Survey No.3355 & 3356)
 situate, lying and being at MOUJE: CHANGISPUR, Taluka:
 Sabarmati, in the Registration District of Ahmedabad and Sub
 District of Ahmedabad-3 (Memnagar) for a consideration of
Rs. _____/- (Rupees _____
_____ Only).

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This Sale Deed is made on _____ Day of _____, 2020 between:

[1] _____, Aged adult, Business by Occupation,

[PAN]

[Aadhar No.]

[2] _____, Aged adult, Business by Occupation,

[PAN]

[Aadhar No.]

Both residing at _____

(which expression shall unless it be repugnant to the context meaning thereof mean and include _____ & _____ and their legal heirs, successors, administrators, executors, assignees, etc.) Hereinafter called as **"THE PARTIES OF THE FIRST PART" or "PURCHASER"**

A N D

PRADEEP VASUDEV JADWANI, aged adult, Business by Occupation, Hindu by Religion, having his Office at Hotel Vice President, Opp. Bata Showroom, Ashram Road, Ahmedabad

[PAN ABKPJ5665K]

[Adhaar]

(which expression shall unless it be repugnant to the context meaning thereof mean and include **PRADEEP VASUDEV JADWANI** and his legal heirs, successors, administrators, executors, assignees, etc.) Hereinafter called as **"THE PARTIES OF THE SECOND PART" or "SELLER"**.

WHEREAS the Party of the Second Part is the owner and seized and possessed of Property bearing Unit No._____ on the _____ Floor admeasuring about _____ sq.feet i.e. _____ sq.mtrs (carpet area) in the scheme known as “CAPITAL ONE” alongwith _____sq.mtrs of undivided share in the land of Sub Plot No.1 & Sub Plot No.2 situated on the land of Final Plot No.359 of Town Planning Scheme No.3 (Now covered under City Survey Superintendent’s Office bearing City Survey No.3355 & 3356) situate, lying and being at MOUJE: CHANGISPUR, Taluka: Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-3 (Memnagar) more particularly described under the schedule hereunder written (hereinafter referred to as "**THE PROPERTY**"). The detail of the carpet area (As per The Real Estate (Regulation & Development) Act, 2016) of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Property is as follows:

BLOCK	Unit	CARPET AREA	Area of exclusive balcony/verandah (Sq. Mts.)	Undivided Land

AND WHEREAS, M/s. Sun ‘N’ Silver Inn Private Limited sold and conveyed the said Land [1] admeasuring about 1064 sq.yards i.e.889 sq.mtrs situated on the land of Sub Plot No.1 & [2] admeasuring about 1040 sq.yards i.e.870 sq.mtrs of Sub Plot No.2 aggregating to 1759 sq.mtrs situated on the land of Final Plot No.359 of Town Planning Scheme No.3 situate, lying and being at MOUJE: CHANGISPUR, Taluka: Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-3 (Memnagar) to **PRADEEP VASUDEV JADWANI** by a Sale Deed, which was registered before the Sub Registrar of Ahmedabad under serial No.7419 dated 03-10-2016.

Plans for proposed construction on the said land was submitted for approval, which was approved by Ahmedabad Municipal Corporation on 14-06-2019.

The Party of the Second Part after obtaining necessary permission has floated a commercial scheme known as “*CAPITAL ONE*”.

The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI, VII and other relevant revenue record showing the nature of the title of the Party of the Second part to the project land on which the scheme is constructed and have also been inspected by the Parties of the First Part and he/they is/are satisfied in respect of the same.

Party of the Second Part has registered the project “*CAPITAL ONE*” with Real Estate Regulatory Authority at Gandhinagar vide registration No. _____ dated _____.

The Parties of the First Part has entered into Agreement To Sale (Without Possession) with the Party of the Second Part with the intention to buy the said property and the Agreement is Registered with the office of the Sub Registrar of Ahmedabad-3 (Memnagar) on _____ under Serial No. _____.

The Building Use permission for the construction of commercial scheme “*CAPITAL ONE*” on completion of the Construction is Applied to the Ahmedabad Municipal Corporation/granted by Ahmedabad Municipal Corporation vide Certificate No. _____ dated _____.

On demand from the Parties of the First Part the Party of the Second Part has given inspection to the Parties of the First Part of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Architects/consultants and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016.

Now, The Parties of the First Part approached the Party of the Second Part and expressed his/their desire and willingness to buy the above property and after negotiation the Property bearing Unit No. _____ on the _____ Floor admeasuring about _____ sq.feet i.e. _____ sq.mtrs (carpet area) in the scheme known as “*CAPITAL ONE*” alongwith _____ sq.mtrs of undivided share in the land of Sub Plot No.1 & Sub Plot No.2 situated on the land of Final Plot No.359 of Town Planning Scheme No.3 (Now covered under City Survey Superintendent’s Office bearing City Survey No.3355 & 3356) situate, lying and being at MOUJE: CHANGISPUR, Taluka: Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-3 (Memnagar) to the Parties of the First Part and as such this Sale Deed is executed between the parties, as agreed upon as under :

1. It is assured by the Party of the Second Part that it is seized and possessed and owner of the property and no person has any right, charge, lien or encumbrance over the property and is free from all reasonable doubts.
2. The right, titles of the property are clear and marketable and the property or part thereof is not given to any person in any manner till date and the same is not under the direct or indirect charge of any person, Firm, Company, Bank or financial institution and no charge, right, lien or encumbrance is created over the property.
3. The property or part thereof is not given in any manner to any person and the Party of the Second Part are entitled to sell the property.
4. The Party of the Second Part have sold the property to the party of First Part for consideration of **Rs.** _____ /- **(Rupees** _____ **Only)**, which is exclusive of AMC, Torrent Power Charges & Common Amenities, Service Society Maintenance Deposit, Running Maintenance, Legal Charges,

G.S.T & other Government Levy's.

5. The Parties of the First Part has paid full consideration as per the particulars mentioned hereunder :

Sr. No.	Details of payment	Amount
1.		
2.		
3.		
4.		
5.		
6.		
	TOTAL ==>	

6. It is confirmed by the Party of the Second Part that the full amount of consideration is received from the Parties of the First Part and against that the vacant and peaceful possession of the property is handed over to the Parties of the First Part to his satisfaction by the Party of the Second Part.
7. It is confirmed by the Parties of the First Part that the said property is handed over in good and proper condition completely and other required amenities, facilities and services as per the plans, specifications and designs seen and approved by the Parties of the First Part with additions, alterations or changes made therein as per the request of the Parties of the First Part at their risk, cost and consequences.
8. It is further agreed and confirmed by the Parties of the First Part that they will not hereafter be entitled to make any complaint or raise any dispute or grievance about the plans, specifications, design, material used in the construction of the property and workmanship of the said property and the said “CAPITAL ONE” Project in general.

9. The Party of the Second Part hereby states that stairs, passage, common area of the scheme and the compound wall of the scheme will always remain common co-ownership of the members of "*CAPITAL ONE*" and its repairing, reconstruction or maintenance including common electricity bill, housekeeping charges, lift maintenance, liftman salary and lift electricity bill will be borne by the members of the scheme in equal contribution, which is accepted by the Parties of the First Part.
10. The promoter shall not have any claim over additional future F.S.I., terrace and common area rights after building use permission has been obtained. Such rights if any will be enclosed by the society of buyer.
11. The Party of the Second Part hereby confirms that no member of "*CAPITAL ONE*" including the Parties of the First Part will be allowed to utilise the common passage, stairs and the common area of the building for keeping their personal belongings, shoe racks, goods, extra office furniture or any type of encroachment in the common area and utilities.
11. The Party of the Second Part hereby confirms that members of "*CAPITAL ONE*" including the Parties of the First Part will be allowed to use general/common amenities of the scheme and will not be entitled to raise any objection or create dispute regarding the same in future.
12. The Party of the Second Part has sold the above property to the Parties of the First Part with the condition that the property is to be utilised only for Commercial purpose (As specified) and not for any other purpose other than for which the property is conferred, which may result into nuisance or annoyance to other members of the scheme or for any illegal or immoral purposes.

13. It is informed by the Party of the Second Part that the members of the scheme "*CAPITAL ONE*" including Parties of the First Part will use the bore well, underground and overhead water tank, fire safety equipments, pressure pumps or any other facilities supplied for common use in the building and pay for the same in equal proportion as specified always as and when demanded.
14. It is informed by the Party of the Second Part that all the general/common amenities in the building will be used by the members as per the guidelines set out by the Service Society and its rules framed and amended from time to time. The members will have to put their name plates at the designated place provided by the Developer and not at any other place in the building. The front door of each unit will be kept same and hence cannot be changed by the Parties of the First Part or any other person/members.
15. It is informed by the Party of the Second Part that the members of the scheme "*CAPITAL ONE*" including Parties of the First Part cannot change the name of the scheme and further they are not entitled to make changes in the front elevation of the building or colour scheme of the building upto 10 years.
16. Party of the Second Part has formed "*CAPITAL ONE*" Co. Op. Housing service society for effective administration and maintenance. Parties of the First Part will have to compulsorily register as the Member of this Service Society and from the date of execution of the Sale Deed, Parties of the First Part will (automatically) become the member of this Service Society and will have to abide by the Rules and Regulation of the Service Society presently or as amended in future. For the maintenance of "*CAPITAL ONE*" Scheme they will have to pay maintenance deposit and the monthly/yearly maintenance as specified by the Service Society from time to time.

17. The Party of the Second Part will allot the parking space by the way of draw/ lottery system to the Parties of the First Part in the parking area of the scheme, which will be marked as per the parking plan and separately to be submitted to the Parties of the First Part. The Parties of the First Part cannot close the allotted parking space by wire fencing, railing or in any other manner and cannot utilise the parking space except the parking of the vehicle. The Parties of the First Part cannot assign or transfer their parking rights to any other member in any form.
18. After the property is conveyed by the Party of the Second Part to the Parties of the First Part the Parties of the First Part will be sole and absolute owner of the said property and will be entitled to sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the said property in accordance with the terms and conditions of the Capital One Co. Op. Housing service society. If the property is let out the necessary information to the nearest Police Station will be given by the Parties of the First Part at his cost and consequences. In the event the Parties of the First Part is desirous of selling the said unit they shall comply with the following:-
 - 1 The Parties of the First Part shall give prior notice in writing about their intention to sell the said Unit, informing about the New Purchaser thereof and shall obtain No Dues Certificate from the Capital One Co. Op. Housing service society prior to sale.
 - 2 All terms and conditions, otherwise binding to the Parties of the First Part shall equally be binding also to the New (proposed) Purchaser/Tenant.
19. It is agreed and confirmed by the Party of the Second Part that the construction is carried out in accordance with law and as per the approved plans and building bye-laws and regulations of AMC. It is agreed and confirmed by the

Parties of the First Part that in future, if any premium, Betterment Charges or any other charges are levied by AMC or any other Authority for the said property, the same shall be borne and paid by the Parties of the First Part pertaining to individual Unit or common in nature.

20. It is agreed and confirmed by the Parties of the First Part that they will neither make any temporary or permanent addition or alternations in the structure of the property, nor shall do anything which may cause damage or which may weaken the structure of the Building, like slab, columns, beams, load bearing walls, etc. Similarly, the Parties of the First Part will not also, cover the cut outs/ducts or any other space provided by the developer. The Parties of the First Part otherwise shall not do anything which in the opinion of the Service Society does not maintain proper decorum and decency to the Building/Project.
21. The Parties of the First Part will not throw dirt, rubbish, garbage, trash or any other items and refuse or permit the same to be thrown out from their property in the common passages, compound or any portion of the said building.
22. It is confirmed by the Parties of the First Part that the Lift/Elevators/fire safety/security system/other common amenities in this scheme shall be used by the members as per rules and regulations of the Maintenance Society and as far as possible economically. The Members of the scheme will particularly inform their staff not to use the lift often or unattended due to Safety and Maintenance reasons. Any injury due to wrong or faulty use will not hold the Party of the Second Part responsible for any claim or damages. The Parties of the First Part or his legal heirs will not demand or be entitled to demand such damages/compensation from the Party of the Second Part.
23. The Party of the Second Part or his legal heirs, will not claim by way of any right over the property in future.

24. It is assured by the Parties of Second Part that common maintenance, Government, Semi Government taxes including Ahmedabad Municipal Corporation Property Taxes and Electricity charges and all other taxes and expenses in respect of the property are to be paid by the Party of the Second Part till the date of Sale Deed of unit to the Parties of the First Part. From the date of Sale Deed all the taxes and other levies, etc. are to be paid by the Parties of the First Part.
25. No litigation in respect of the property is pending in any Court of Law. No Court has granted any attachment or injunction order by which the Party of the Second Part are restrained from transferring or selling the property and no notice has been received by them from any Court of Law.
26. 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.
27. It is assured by the Party of Second Part that the property or part thereof is neither in acquisition nor requisition of any Government or Semi Government, or Corporation and no notice has been served on them till date.
28. It is assured by the Party of Second Part that there is no claim of maintenance made in any Court of Law in respect of this property, and no notice has been served to them till date.
29. 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.

30. The Party of the Second Part will fully co-operate the Parties of the First Part for transfer of the property before any authority and will sign all necessary papers, applications, letters, bonds etc for entering the name of the Parties of the First Part in Ahmedabad Municipal Corporation, Electricity Supply Company etc.
31. The property does not come under the disturbed area as declared by the State Government no permission is required to be obtained under The Disturbed Area Act, 1991.
32. All expenses such as Stamp Fees, Registration Fees, Advocate Fees etc are to be borne by the Parties of the First Part.

The above sale deed is executed by the parties of both the part by their own and free Will, without undue influence and coercion, which is binding not only to the parties of both the part, but also to their legal heirs, successors, administrators, executors, assigns etc., and for the same they have signed hereunder in presence of Witnesses.

SCHEDULE

All that piece and parcel of Property bearing Unit No. _____ on the _____ Floor admeasuring about _____ sq.feet i.e. _____ sq.mtrs

(carpet area) in the scheme known as “*CAPITAL ONE*” alongwith _____sq.mtrs of undivided share in the land of Sub Plot No.1 & Sub Plot No.2 situated on the land of Final Plot No.359 of Town Planning Scheme No.3 (Now covered under City Survey Superintendent’s Office bearing City Survey No.3355 & 3356) situate, lying and being at MOUJE: CHANGISPUR, Taluka: Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-3 (Memnagar) and bounded as under:-

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

PRADEEP VASUDEV JADWANI

WITNESSES

(1) _____

(2) _____

PHOTOGRAPH OF THE PROPERTY SOLD

PRADEEP VASUDEV JADWANI

PHOTOGRAPH OF THE PROPERTY SOLD

PRADEEP VASUDEV JADWANI

SCHEDULE AS PER SECTION 32(A) OF REGISTRATION ACT

PURCHASER

SELLER

PRADEEP VASUDEV JADWANI