

SALEDEED

THIS INDENTURE made at Ahmedabad, this ____ day of _____ 2017, BETWEEN

M/S. VASTU REALTY, (PAN: AAMFV9981F), a partnership firm formed under the Indian Partnership Act, 1956, having its office at Parimal Exotica, F.P. No.277 & 290, Nr. Navyug School, Opp. Devi Cinema, Naroda, Ahmedabad hereinafter called “THE OWNER” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partners as at present and from time to time, and the heirs and legal representatives of the last surviving partner) of the One Part.

AND

Mr./Mrs./Ms. _____, PAN: _____),
residing at _____, hereinafter called "**THE PURCHASER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, legal representatives, executors and successors) of the Other Part.

A. WHEREAS the Owner is seized and possessed of or otherwise well and sufficiently entitled to an immoveable property, being Final Plot No.277, admeasuring about 4167 sq. mts. (representing proportionate part of Old Revenue Survey Nos.2257,1158,1159, 1160 and 1161, Original plot no.108, admeasuring about 13153 sq.mts.) of Town Planning Scheme No.1 (Naroda) of Mouje-Naroda, Taluka- Asarwa, in the Registration District Ahmedabad and Sub District Ahmedabad-6 (Naroda) more particularly described in the First Schedule hereunder written (Hereinafter referred to as the "Said Land").

B. AND WHEREAS the Owner evolved a Housing and Commercial Project / Scheme on the Said Land known as "**PARIMAL EXOTICA**", consisting building block comprising of Cellar together with Ground Floor for parking and Seven upper floors, consisting of commercial shops on Ground Floor and residential flats/ apartment on First to Seventh Floor, and plans, specifications, designs and detailed drawings for the same have been approved by the Ahmedabad Municipal Corporation and issued Commencement Letter (Rajachitthi), dated 06/05/2016, bearing Rajachitthi No. 5939/010116/A5592/R0/M1 for Block A, Rajachitthi No.

5940/010116/A5594/R0/M1 for Block B & C, Rajachitthi No. 5941/010116/A5595/R0/M1 for Block D,. Also the said Land has also been granted Non Agricultural Use Permission for Residential and Commercial purpose by District Collector, Ahmedabad, by its order dated 17/08/2015, bearing No. CB/LAND-1/N.A./S.R.1014/2015.

- C. AND WHEREAS the Purchaser herein desired to acquire, in the said Project, residential Flat No. _____, on the ____ floor, admeasuring about _____Sq.mts., equivalent to _____ Sq.ft. (Hereinafter referred to as the “Said Flat”), together with _____ Sq.mts. of undivided share in the Said Land, more particularly described in the Second Schedule hereunder written (Hereinafter collectively referred to as the “Said Flat and Land”). The Owner agreed for sale of the Said Flat and undivided share in the land for a sum of **Rs._____/-** in words (**Rupees** _____), and on the other terms and conditions contained therein.
- D. AND WHEREAS the owner and the Purchaser have mutually agreed and accepted certain terms, conditions, covenants and payments of the amount stated in the Application Form/Agreement to sell, which are mentioned and recorded thereof, dated _____.
- E. AND WHEREAS the construction of the Said flat is completed, and the Building is granted permission for Building Use (occupation certificate) by Ahmedabad Municipal Corporation (AMC), dated _____, bearing No._____, _____, on the terms and conditions contained therein.
- F. The Promoter has registered the Project (which consists of the Said Flat) under the provisions of the RERA with the Real Estate Regulatory Authority at Ahmedabad which has granted a

Registration Certificate of Project vide registration no._____under Section 5 of RERA.

G. The Purchaser has requested the owner to convey the Said flat together with share of undivided interest in the said land , more particularly described in the Second Schedule hereunder written by executing Deed of Conveyance on Sale which the Owner agreed, being these presents.

NOW THIS INDENTURE WITNESSETH that IN CONSIDERATION OF the premises and IN FURTHER CONSIDERATION of the sum of Rs._____-/- (Rupees _____ only) being the full consideration paid by the Purchaser to the Owner on or before the execution hereof (payment and receipt whereof the Owner do hereby admit and acknowledge and of and from every part thereof forever acquit, release and discharge the Purchaser), the Owner grant, convey and assure unto the Purchaser the Said flat together with undivided interest in the said land , being Flat No. _____, on the _____ floor, admeasuring about _____ Sq.mts., equivalent to _____ Sq.ft. carpet area, together with _____ Sq.mts. of undivided share in the said land, more particularly described in the First Schedule hereunder written, TOGETHER WITH other common interest and benefits of the scheme and usually held, used, occupied and enjoyed therewith or reputed or known as part or member thereof and to belong to or be appurtenant thereto, AND TO HAVE AND TO HOLD all and singular the Said flat and Land hereby given, granted, conveyed and assigned and intended or expressed so to be with their and every of their rights,

members and appurtenances (Hereinafter collectively referred to as the "Said Premises") unto and to the use and benefit of the Purchaser forever and SUBJECT to what has been stated hereafter and SUBJECT to the payment of all rates, taxes under various heads, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the local Gram Panchayat / Ahmedabad Municipal Corporation, State of Gujarat or any other public body in respect thereof AND THE OWNER do hereby for themselves, their executors, administrators and assigns covenant with the Purchaser THAT notwithstanding any act, deed, matter or thing whatsoever by the Owner or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary, THEY, the Owner now have in themselves good right, full power and absolute authority to give, grant, convey, and assign the Said Premises hereby given, granted, conveyed, assured and assigned 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 same and receive the issues and profits thereof and of every part thereof to and for his own use and benefits, without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Owner or by any person or persons lawfully or equitably claiming by, from, under or in trust for them AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Owner well and sufficiently saved, defended and kept harmless and

indemnified of and from and against all former and other estate, title, charges and encumbrances whatsoever either already or hereafter had, made, executed, occasioned or suffered by the Owners - Developers or by any other person or persons lawfully or equitably claiming or to claim, by, from, or under or in trust for it AND FURTHER THEY, the Owner having lawfully or equitably claiming any estate, right, title or interest at law or in equity in the Said Premises hereby given granted, conveyed, transferred, assured or assigned or any part thereof by, from, under or in trust for them, the Owner shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law whatsoever for better, further and more perfectly and absolutely granting and assuring unto and to the use of the Purchaser as shall or may be reasonably required by the Purchaser, his successors or assigns or his counsel in law for assuring the Said Premises and every part thereof hereby granted, conveyed, transferred, assured and assigned unto and to the use of the Purchaser in the manner aforesaid.

A. The Purchaser has specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with the Owner as follows:-

- a) The said flat and Land given granted, conveyed, transferred and assigned by the Owner unto the Purchaser is specifically subject to the followings.
 - i) SUBJECT TO conditions, restrictions, provisions, stipulations and covenants contained hereto and on the part of the Purchaser confirmed, accepted, to be observed

and performed. The same shall be covenants running with the Said Premises.

- ii) Subject to that the Purchaser shall at all times and from time to time duly and properly abide by, observe and perform the rules, regulations, decisions and resolutions of the Society referred hereto in regards general administration and management of affairs and matters relating to common amenities, facilities, services of the said project and generally of common interest and benefit of the Owner and occupiers of the flats in the project.
- iii) Subject to and in general without prejudice to the rights, interests, benefits, advantages and privileges of the Owner in respect of the said project, its powers and authorities for disposal of the other premises thereof to other persons.
- iv) Subject to any transfer or assignment inter- vivos or by operation of law or any disposal in any manner whatsoever, of rights under these presents by the Purchaser or by way of transmission thereof on account of inheritance or succession shall always take effect alongwith the shares and membership of the concerned Society referred hereto of the Purchaser herein.
- v) The said Project consists of several residential or commercial units to be disposed of to several prospective purchasers. For the purpose of convenience and efficient management, running and maintenance of the project, Service Co-operative Society is proposed to be formed for the common object and purposes of the purchasers of the premises in the project, to consist of purchasers of the premises in the Housing Project as its Members and

Shareholders. In the premises, the right and interest of the purchasers, including the Purchaser herein as regards their purpose of convenience of the matters and things and undivided share in the land for the purpose of convenience of the matters and things relating to Said Land and project has been agreed to be entered, registered and represented in the revenue record in the name of the Society in fiduciary capacity. The Purchaser herein gives its irrevocable consent for the same.

- B. The Owner record having handed over the actual, physical, vacant and peaceful possession of the said flat to the Purchaser.
- C. The said land does not falls under the Disturbed Area and thereby, the permission under the said act is not required for this transaction.
- D. All stamp duty (present and future), registration charges, legal fees and all other out of pocket expenses in respect of these presents have been agreed to be borne and paid by the Purchaser only.

Re: IN THE MATTER OF scheme known as "PARIMAL EXOTICA" constructed on the land being Final Plot No.277, admeasuring about 4167 sq. mts. (representing proportionate part of Old Revenue Survey Nos.2257,1158,1159, 1160 and 1161, Original plot no.108, admeasuring about 13153 sq.mts.) of Naroda -1-Final Town Planning Scheme No.39 of Mouje- Naroda, Taluka- Asarwa, in the Registration District Ahmedabad.

1. The said flat is duly complete in all respect, and in a good, proper and complete condition with fixtures, fittings, electrical

wiring and other required amenities, facilities and services as per the plans, specifications and designs approved by the Purchaser.

2. The Purchaser declares that he/she/it has no complaint or grievance of any nature whatsoever for the quality of construction and the materials used and for the agreed plans, specifications and designs.
3. The Purchaser hereby declares that the construction of the Said flat and the said Project-Scheme in general is in accordance with the plans, specifications, design and detailed drawings seen and approved by the Purchaser. The Purchaser hereby confirms and records that he/she/it has fully satisfied with workmanship and he/she/it has no complaint or grievance for the materials used in the construction of the Said flat and the said Project-Scheme in general.
4. The Purchaser agrees and confirms that during the progress of the work of construction and implementation of the said Project-Scheme by the Owner, the Purchaser visited the site from time to time and took inspection of the work in progress and has satisfied himself/ herself/itself about the materials used therein.
5. It has been specifically agreed by the Purchaser that the Purchaser shall not be entitled to make any complaint or raise any dispute or grievance in the matter of the plans, specifications, design and materials used in the construction of the Said flat and the said Project-Scheme in general.

6. It has been specifically agreed that the Purchaser shall not be entitled for any running or final bill of construction and land or any other separate details or particulars thereof.
7. The Purchaser has agreed that there is no delay in the execution of the work or delay in handing over the possession, cause thereof attributable to the Owner.
8. Title of the said land has been verified by Mr. Narendra B. Padsala advocate. The Purchaser has verified the title of the said land/Project/Said Flat and he/she/it has no objection in any matters relating to the same.
9. The said Project-Scheme shall be subject to over- all authority and control of the Owner for all or every matters concerning the same and all amenities, facilities and services therein, until the said Project-Scheme is fully and finally complete, all the Flats by the Owner are handed over to the respective purchasers, all the amounts to be received by the Owner from the said Project-Scheme and the purchasers in the said Project-Scheme are fully and finally received.
10. The Purchaser shall have no claim with respect to any part of the scheme, hollow plinth, parking, common amenities, terrace, open margin land, common open areas, balance, future, expected, floating F S I, right to put up construction in future, lift, lift well, staircases, lobbies, foyer, passages and every other areas and spaces, all amenities, facilities, services and utilities, save and except the Said Flat and Land specifically given alongwith it, and minimum conveniences required for use, occupation and enjoyment thereof.

11. Common Maintenance deposit has been planned to be generated from the purchasers of the premises in the scheme; said deposit and the income thereof will be utilised to meet the expenses of common natures i.e. electricity bills, salaries, maintenance, replacement, repair, etc. of the common amenities, facilities, services and common infrastructure of the scheme.
12. The Purchaser shall pay recurring maintenance charges per month from handing over the possession. Such maintenance charges and benefits of the above said maintenance fund will stand fully and finally appropriated towards common Maintenance Expenses of common amenities, facilities, services and conveniences of the scheme and the Developer will not be required to account for the same. The surplus or deficit if any, will be exclusively to the account of the Developer only. The above had been settled till date.
13. So long as the Said flat shall not be separately assessed for water rates, electricity bills, and any other outgoing, the Purchaser shall pay to the Owner/Society such amount as may be fixed by it from time to time, in advance towards the same. The decision of the Owner in all matters relating to the same shall be final and binding upon the Purchaser.
14. The Purchaser hereby agrees that in the event if any amount due to the Gram Panchayat /AMC/ the State Government or other public authority like betterment charges or development taxes or payment of similar and/or any other nature becoming payable by the Owner, the same shall be reimbursed by the Purchaser as may be fixed by the Owner.

15. The Purchaser shall maintain at his/her/its cost the said flat in the good condition, state and order in which it is delivered and shall abide by the Rules and Regulations of the Government, Ahmedabad Municipal Corporation (AMC) , Gram Panchayat, Torrent Power or local bodies and other authorities and shall attend, answer and be responsible for all actions.
16. It is hereby agreed that the Purchaser shall not put any signage/sign board in any form on the building/s.
17. The Purchaser hereby covenants to keep the Said Flat, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the building other than his premises.
18. The Purchaser shall not without the written permission of the Owner or society let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the Said flat to any person whomsoever. Any such permission may be granted on such conditions as it may impose.
19. The Purchaser shall permit the Owner /Society and their surveyors and agents with workmen and others at all reasonable times to enter into and upon the Said flat or any part thereof to view and examine the state and condition thereof and if any defects found the Purchaser shall make good within three days of its finding.
20. The Purchaser shall permit the Owner and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the Said flat or any part of the building and for the purpose of making repairing, maintaining, re-building,

cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, or other conveniences belonging to or surviving or used for the building/s and for similar or other purposes.

21. The Purchaser shall not use the Said Flat other than residential use. The Said Flat shall be used, occupied and enjoyed subject to other rules of the scheme as may be framed by the Owner/Society. The Purchaser shall perform and observe the same, and shall abide by them.
22. The Purchaser shall not at any time demolish or cause to be demolished the Said Flat or any part thereof. The Purchaser shall not make any alterations in the elevations of the flat and outside colour.
23. The Purchaser shall not make any temporary or permanent additions or alterations in the structure of the building, nor shall do anything which may cause damage or weaken the structure of the building.
24. The Purchaser if required shall insure and keep insured the Said flat against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or such other risks to the full value thereof in the name of the Purchaser.
25. The Purchaser shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the Said flat or for the purpose of repair of any part of the building or the Said Flat in the compound or any portion of the building.
26. Any delay in enforcing the terms and conditions herein shall not be considered as a waiver on the part of the Owner or Society.

27. The scheme shall always be known as “PARIMAL EXOTICA” and this name shall not be changed in any circumstances.
28. The Purchaser shall at no time demand partition of his/her/its interest in the building or the project or the Said land. It being agreed and declared by the Purchaser that his/her/its interest is impartible.
29. The Said flat shall be used, occupied and enjoyed by the Purchaser as one unit and the Owner shall not divide or sub-divide the same for use as more than one unit.
30. The Purchaser specifically covenants with the Owner as follows:-
 - a) The over-all control and management of the Project, implementation thereof, power to sell / allot the premises and all and every other related matters, in general shall be that of the Owner and the decision of the Owner in all related matters shall be final and binding to the Purchaser herein and all other flat owners in the scheme.
 - b) The Owner shall have power and authority to change the specifications of the project as per nature and circumstances may require or as the Owner may deem, fit and proper. If such change in specifications of common amenities, facilities and services or infrastructure gives rise to any additional cost, the Owner shall be entitled to receive and recover the same from the Purchaser and the Purchaser shall be required to pay the same to the Owner as may be certified by the architect of the scheme.
 - c) The Owner shall have full power and absolute authority to manage, maintain and dispose of any of the premises, or any

part of the project including hollow plinth, parking area, cellar, common amenities, terrace, passages, open margin land, and everything as the Owner may deem fit and proper. The same shall be binding upon the Purchaser and the Purchaser shall not have any power or authority to dispute, challenge or raise objection for the same.

- d) The Purchaser shall be bound by such rules and regulations as may be framed by the Owner / Society in the matter of use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement of common amenities, facilities and services.
- e) The terrace above the last floor will be reserved for common use. However, holder of terrace will not be entitled to put any construction temporary or permanent on such terrace, notwithstanding any Floor Space Index for such construction may be surplus at present or may become available hereafter. The common terrace will be used by the holders of the premises in the scheme as per the rules and regulations that may be prescribed by the Owner/Society.
- f) The Purchaser of the Said flat will not use or permit to be used the common passages, stairs, staircases, or any other open areas, spaces, margin lands, etc. for waiting, storage or keeping any articles or things or in any other manner.
- g) Notwithstanding other provisions herein, any arrangement that may be worked out by the Owner / Society for or in the matter of parking, and maintenance of the common amenities, facilities and services of the project, to hold and use Maintenance Corpus, the rules and regulations regarding use, occupation and enjoyment of common amenities, facilities and services, and other matters and things of common interest shall be binding

upon the Purchaser herein and other purchasers of the premises in the scheme.

h) Each flat holder will be given right to use common open parking space as per convenience of the Owner for no extra cost.

31. It has been agreed that if any changes, modifications or alterations are effected by the Owner in the scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Purchaser, such changes or modifications or alterations shall be binding upon the Purchaser and to that extent the terms and conditions, rights and obligations of the Purchaser under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration shall not prejudicially effect the right of the Purchaser with respect to the Said flat.
32. The Purchaser hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to the aforesaid.
33. There is no work, thing, matter or obligation on the part of the Owner outstanding to be attended, carried out and completed. Even if there be any, the Purchaser has relieved and discharged the Owner in respect of the performance thereof, and the same has been waived and/or foregone by the Purchaser.
34. The Purchaser has specifically agreed to indemnify and keep indemnified the Owner in respect of what has been agreed, confirmed, represented and covenanted by the Purchaser as aforesaid, and in respect of any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any dispute, challenge, breach, violation, delay or default concerning the same by the Purchaser.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

:- THE FIRST SCHEDULE ABOVE REFERRED TO :-

ALL THAT piece or parcel of land or ground, hereditaments and premises, being Final Plot No.277, admeasuring about 4167 sq. mts. (representing proportionate part of Old Revenue Survey Nos.2257,1158,1159, 1160 and 1161, Original plot no.108, admeasuring about 13153 sq.mts.) of Town Planning Scheme No.1 (Naroda) of Mouje- Naroda, Taluka- Asarwa, in the Registration District Ahmedabad or thereabouts, and Final Plot No.277 is bounded as follows; that is to say, on or towards the –

On or towards North: Land bearing FP No.274 & 275
 On or towards South: Road
 On or towards East: Road
 On or towards West: Land bearing FP No.276

:- THE SECOND SCHEDULE ABOVE REFERRED TO :-

ALL THAT **Flat No.** _____, on the _____ floor, admeasuring about _____**Sq.mts.**, equivalent to _____ Sq.ft. carpet area of the building known as “**PARIMAL EXOTICA**”, constructed on the land more particularly described in the first schedule hereinable written, together with _____ **Sq.mts.** of undivided share in the said land fixed for the Said flat, TOGETHER WITH right to use Common Development bounded as follows; that is to say, on or towards the -

North by :
South by :
East by :
West by :

SIGNED, SEALED AND DELIVERED)
BY THE WITHINNAMED Owner)
M/s. Vastu Realty)
Representing through its managing Partner...)
Mr.) _____

SIGNED SEALED AND DELIVERED)
BY THE WITHINNAMED Purchaser)
Mr. _____) _____

In the presence of:

1. _____

2. _____

R E C E I P T

RECEIVED of and from the Purchaser herein the sum of
Rs._____-/- (Rupees_____only) as per
particulars below, being the sale consideration for Said flat and Land as
stated above.

Amount	Cheque No.	Date	Name of Bank

=====-----
Total
=====

WE SAY RECEIVED

PHOTO OF PROPERTY

Flat No. _____

Scheme: Parimal Exotica, Nr. Navyug School, Naroda, Ahmedabad.

Owner: _____ Purchaser: _____

SCHEDULE AS PER SECTION 32 (A) OF
REGISTRATION ACT

<u>OWNER AFORESAID</u>	<u>PHOTO</u>	<u>L.H.T.IMP.</u>
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M/s. Vastu Realty Representing through it's managing Partner...		
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(Mr. _____)		

PURCHASER AFORESAID

(Mr. _____)		