

Draft Copy-[10062021]

SALE DEED

THIS SALE DEED executed at Ahmedabad on this ____ of _____, 2021.

BY AND BETWEEN

M/s. SHRI PARSHVA CORPS, a Proprietary Firm having its Head Office at Shri Parshva Eminent, Nr. Gujarat College, Opp. Inder Residency, Ellisbridge, Paldi, Ahmedabad **through its Proprietor - DEVANG J. SHAH** age : 52 years, Occupation : Business residing at 702, Shri Parshva Antilia, 30, The Brahman Mitra Mandal Co-operative Housing Society Limited, Near Jalaram Mandir, Paldi, Ahmedabad (Aadhar No. 2218 3788 0556), hereinafter referred to as the "Owner / Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the 'Said Proprietary Firm', his heirs, executors, administrators and assignees) of the **ONE PART**.

Permanent Account No. : ADIPS 3298 M

AND

[1]

Permanent Account No. :
Aadhaar No. :
Age : Years, By Religion :, Residing at
.....
.....

hereinafter referred to as "the Purchaser(s)" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.

WHEREAS

[A] The Owner / Promoter - **M/s. Shri Parshva Corps Prop. Devang J. Shah** implemented a commercial scheme in the name & style as "Shri Parshva Eminent" on all that Non-Agricultural land admeasuring in aggregate about 1250 Sq. Mtrs. comprising of

- (i) land admeasuring about 773 Sq. Mtrs. bearing Final Plot No. 572+574/Paiki/1
- (ii) land admeasuring about 477 Sq. Mtrs. bearing Final Plot No. 572+574/Paiki/2

[allotted in lieu of land admeasuring about 1250 Sq. Mtrs. equivalent to 1495 Sq. Yds. comprising of (i) land admeasuring about 1051.84 Sq. Mtrs. equivalent to 1258 Sq.

Yds. bearing Original Final Plot No. 572 and (ii) land admeasuring about 198.16 Sq. Mtrs. equivalent to 237 Sq. Yds. bearing Original Final Plot No. 574] [as per approved plan net plot area admeasuring about 912.96 Sq. Mtrs (land admeasuring about 1051.84 Sq. Mtrs. equivalent to 1258 Sq. Yds. bearing Original Final Plot No. 572 minus area going in road admeasuring about 138.88 Sq. Mtrs.)] of Town Planning Scheme No. 3/5, situated, lying and being at Mouje : Chhadavad, Taluka : Sabarmati (Old City) within the Registration Sub-District : Ahmedabad-3 (Memnagar) and District : Ahmedabad (hereinafter referred to as the 'Said Land' or 'Said Project Land') as per the plans approved and construction permission/ Rajachithi granted by Ahmedabad Municipal Corporation vide BLNTI/WZ/230720/CGDCRV/A3680/R0/M1 and Rajachithi No. 04390/230720/A3680/R0/M1 Dated 08.01.2021

- [B] The said "Shri Parshva Eminent" scheme (referred to the 'Said Project') having total 68 Commercial Units in the said project/scheme comprising of (i) 4 (Four) units on Ground Floor (ii) 7 (Seven) Unit on 1st Floor (iii) 7 (Seven) Unit on 2nd Floor (iv) 10 (Ten) Units on 3rd Floor (v) 10 (Ten) Units on 4th Floor (vi) 10 (Ten) Units on 5th Floor (vii) 10 (Ten) Unit on 6th Floor and (viii) 10 (Ten) Unit on 7th Floor, (ix) Common Terrace, Stair Cabin & Overhead Water Tank thereon
- [C] The 'Said Project' is registered vide Project Registration No. PR/GJ/AHMEDABAD/AHMEDABAD CITY/AUDA/MAA...../.....21 dated in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'Act') and Gujarat Real Estate (Regulation and Development) General Rules, 2017.
- [D] That by or under an Agreement for Sale (Regn. No., dated), the Vendor herein has agreed to sell to the Purchaser(s) herein and the Purchaser(s) herein has/have agreed to purchase from the Vendor, all that immovable property bearing **Unit No., having Carpet Area admeasuring in aggregate about Sq. Mtrs. [Carpet Area as per RERA : Sq. Mtrs. + Balcony Area : Sq. Mtrs. + Wash Area : Sq. Mtrs.] and corresponding Unit Built-up Area admeasuring aggregate about Sq. Mtrs., situated on the Floor** of the said "Shri Parshva Eminent" scheme standing/constructed on the 'Said Land' **together with right/share of undivided Sq. Mtrs. of land**

forming part of the 'Said Land' (for the sake of convenience hereinafter referred to as the 'Said Property') for the price or consideration and upon the terms, conditions, covenants stipulated therein.

- [E] Upon the completion of Construction work of the said “Shri Parshva Eminent” scheme, Building Use Permission has been granted by Ahmedabad Municipal Corporation on Dt.
- [F] The Purchaser(s) has/have paid the full & final agreed sale consideration of the 'Said Property' to the Vendor and requested the Vendor to execute a Sale Deed of the said property in his/her/their favour, which the Vendor has agreed to do in the manner hereinafter mentioned.

NOW THIS SALE DEED WITNESSETH THAT :-

- [1] In consideration of the total price or consideration of Rs..... (Rupees Only), being the full & final sale consideration paid by the Purchaser(s) to the Vendor as per the details mentioned hereunder;

Amount (Rs.)	Date	Chq./DD No.	Name of Bank

(Vendor do hereby admit and acknowledge the receipt thereof and of and from the same and every part thereof do hereby acquit, release and discharge the Purchaser(s) forever), the Vendor doth hereby grant, sell, assign, release, convey, transfer and assure unto the Purchaser(s) for ever ALL THAT immovable property (more particularly described in the schedule hereunder written and referred to as the 'Said property' or the 'Said Premises') AND ALSO together with all the deeds, documents, writings, vouchers and other rights, title relating to said property or any part thereof AND ALL the estate, right, title, interest, use inheritance, property, benefit, claim and demand whatsoever, both at law and equity of the Vendor in, to or upon the said property or any part thereof TO HAVE AND TO HOLD the said property or any part thereof hereto granted, sold, conveyed, released and assured or intended so to be with their and every of their rights, titles and appurtenances UNTO and to the use and benefit of the

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Purchaser(s) for ever subject to the payment of rates, taxes, assessments, dues and duties now chargeable upon the same and hereafter to become payable to the State/Central Government and/or local/public body or bodies.

AND the Vendor do hereby for itself, its partners from time to time, its executors, successors and assigns covenant with the Purchaser(s) that notwithstanding any act, deed, matter, or thing whatsoever by the Vendor 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 Vendor now have for themselves good right, full power and absolute authority to grant, sell, convey, release and assure the said property hereby granted, released or assured or intended so to be UNTO and to the use of the Purchaser(s) in the manner aforesaid.

AND the Purchaser(s) shall and may at all times hereafter peacefully and quietly enter upon or occupy, possess and enjoy the said property hereditaments, privileges and benefits of the said property and receive the rents, issues, profits and benefits thereof and of every part thereof to and for their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming or to claim 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 Vendor well and sufficiently saved, defended and kept harmless and indemnified of and from and against all former and other estates, titles, charges, encumbrances, whatsoever either already or hereafter made executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for the Vendor AND FURTHER that the Vendor and all persons having lawfully or equitably claiming any estate right, title or interest at law or in equity whatsoever in the said property hereditament hereby granted conveyed transferred and assured or any part thereof by from under or in trust for the Vendor, itself, its partners from time to time, its executors, successors and assigns or any of them shall and will from time to time and at all times hereafter do and execute or cause to be done and executed all such further and other acts, deeds, things, evidences, conveyance and assurances in law whatsoever for the better and more perfectly and absolutely assuring the said property hereditaments and every

part thereof UNTO and to the use of the Purchaser(s) in the manner aforesaid as shall or may be reasonably required by the Purchaser(s), his/her/their successors in titles or assigns or their counsel in law for assuring the said property and every part thereof hereby granted conveyed transferred and assured unto and to the use of the Purchaser(s) in the manner aforesaid.

- [2] And the Vendor does hereby declare and covenant with the Purchaser(s) that the 'Said Property' is in the absolute ownership and physical possession of the Vendor. The Vendor further declare and covenant with the Purchaser(s) that there are no encumbrances, charges, trust, liens, attachments, claims or demands whatsoever subsisting on the said property and that the same is not the subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any Court or Revenue Authority or any other authority whatsoever. No stay is granted by any Court or any Government department for the transfer of the 'Said Property'. No notice is issued against the transfer of the 'Said Property'.
- [3] The Vendor records having handed over the vacant and peaceful physical possession of the 'Said Property' to the Purchaser(s) and the Purchaser(s) hereby confirmed the receipt of the clear and vacant peaceful physical possession of the 'Said Property' from the Vendor and the Purchaser(s) hereby agree(s) as under :-
- i. The Purchaser(s) shall maintain the Unit at the Purchaser(s)'s own cost in good and tenable repair and condition and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
 - ii. The Purchaser(s) shall not store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care

while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach.

- iii. The Purchaser(s) shall carry out at his/her/their own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Vendor to the Purchaser(s) and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. The Purchaser(s) shall not demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Unit without the prior written permission of the Owner / Promoter and/or the Society or the Limited Company.

- v. The Purchaser(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. The Purchaser(s) shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the Unit is situated.
- vii. The Purchaser(s) shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/ Apex Body/Federation regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. The Purchaser(s) shall not let, sub-let, sell, transfer, assign or dispose off the Unit in any manner without obtaining prior written permission of Society/Limited Company/Apex Body/ Federation.
- viii. The Purchaser(s) shall permit the Vendor / Representative of Maintenance Society/Body/ Association, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- ix. The Purchaser(s) shall not close or permit the closing of verandah or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or balconies or any external walls, or both the faces of outside doors and windows , including grill of the said unit which in the opinion of the Owner / Promoter differs from the design and colour scheme of the Building or may affect the elevation in respect of the exterior walls of the Building. In case the Purchaser(s) shall require to put grills on the exterior part of his/her/its unit, the design of the same shall be approved by Owner / Promoter in advance but in no event the Purchaser(s) shall install any box type grills.
- x. The Purchaser(s) shall not subdivide the said unit and/or parking space, if allocated, or any portion thereof.
- xi. The Purchaser(s) shall not make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said Unit except with the prior approval in writing of the Owner / Promoter and with the sanction of Ahmedabad Municipal Corporation and/or concerned authority.
- xii. The Purchaser(s) shall not hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the Building or any part thereof.
- xiii. The Purchaser(s) shall not install any air conditioners and/or exhaust fans and/or any other instruments/ appliances etc., save and except at such places as are provided for the same or at such places as may be designated by the Owner/Promoter. It is clearly agreed that the Purchaser(s)/Owner(s)/ Occupier(s) of the Commercial Units shall not install A.C. and/or Exhaust Fans and/or any other instruments/ appliances etc. towards the each other facing Units.

- xiv. The Purchaser(s) shall not use the said Unit or permit the same to be used for any purpose other than the approved purpose and/or for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Building or to the owners and occupiers of the neighboring Units or for any illegal or immoral purposes.
- xv. The Purchaser(s) shall not park car scooter or any vehicle on the pathway or open spaces of the Building or at any other place except the space allotted in writing for car / scooter or any other motor vehicle parking.
- xvi. The Prospective Purchaser(s) declare that he/ she/they is/are aware of the fact that the rights to use the 50% Terrace attached to units on the 7th Floor i.e. Top Floor shall be given to the Purchaser(s) of such unit(s) and rights to use the remaining 50% terrace shall be given to the common use of all member of the scheme and that the prayer hall/temple shall be constructed in common areas and that the Rules & Regulations in respect of the Usage of the Common Terrace above the Top Floor shall be formed by the society. The Prospective Purchaser(s) herein hereby grant their irrevocable consent for the same and undertakes that he/she/they shall not raise/ initiate any dispute/litigation etc. in this regards.
- xvii. The Purchaser(s) shall pay rates, taxes, assessments, dues and duties, in respect of the 'Said Property' payable to all Government, Semi-Government, Local/ Public body interalia including Ahmedabad Municipal Corporation and all the Maintenance & other charges/amounts payable to the Maintenance Society/ Association.
- xviii The Prospective Purchaser(s) declare that he/ she/they is/are aware of the fact that the rights to use mechanical parking in basement 1 and 2 of the scheme

- [4] It is agreed by the parties hereto that If any provision of this Sale Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Sale Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Sale Deed shall remain valid and enforceable as applicable at the time of execution of this Sale Deed.
- [5] All or any disputes arising out or touching upon or in relation to the terms and conditions of this Sale Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion.
- 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, there under.
- [6] The Stamp Duty, Registration fees, all out of pocket and other miscellaneous expenses, in respect of these presents have been borne and paid / shall be payable by the Purchaser(s).

-: THE SCHEDULE ABOVE REFERRED TO :-
(Description of immovable property)

All that immovable property bearing Unit No., admeasuring in aggregate about Sq. Mtrs. [Carpet Area as per RERA : Sq. Mtrs. + Balcony Area : Sq. Mtrs. + Wash Area : Sq. Mtrs. attached thereto] and corresponding Unit Built-up Area admeasuring aggregate about Sq. Mtrs., situated on the Floor of the said "Shri Parshva Eminent" scheme together with right/share of undivided Sq. Mtrs. (part of Final Plot No. 572+574/Paiki/.....) of land forming part of the Non-Agricultural land admeasuring in aggregate about 1250 Sq. Mtrs. comprising of

(i) land admeasuring about 773 Sq. Mtrs. bearing Final Plot No. 572+574/Paiki/1

(ii) land admeasuring about 477 Sq. Mtrs. bearing Final Plot No. 572+574/Paiki/2

[allotted in lieu of land admeasuring about 1250 Sq. Mtrs. equivalent to 1495 Sq. Yds. comprising of (i) land admeasuring about 1051.84

Sq. Mtrs. equivalent to 1258 Sq. Yds. bearing Original Final Plot No. 572 and (ii) land admeasuring about 198.16 Sq. Mtrs. equivalent to 237 Sq. Yds. bearing Original Final Plot No. 574] [as per approved plan net plot area admeasuring about 912.96 Sq. Mtrs (land admeasuring about 1051.84 Sq. Mtrs. equivalent to 1258 Sq. Yds. bearing Original Final Plot No. 572 minus area going in road admeasuring about 138.88 Sq. Mtrs.)] of Town Planning Scheme No. 3/5, situated, lying and being at Mouje : Chhadavad, Taluka : Sabarmati (Old City) within the Registration Sub-District : Ahmedabad-3 (Memnagar) and District : Ahmedabad and the said Unit is bounded as follows :-

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

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

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

M/s. Shri Parshva Corps
Prop. Devang J. Shah

WITNESSES :-

1. _____

2. _____

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Property Address : **Unit No.**
Shri Parshva Eminent, Nr. Gujarat College,
Opp. Inder Residency, Ellisbridge, Paldi,
Ahmedabad

Signature of the Vendor :

Signature of the Purchaser(s) :

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Property Address : **Unit No.**
Shri Parshva Eminent, Nr. Gujarat College,
Opp. Inder Residency, Ellisbridge, Paldi,
Ahmedabad

Signature of the Vendor :

Signature of the Purchaser(s) :

ANNEXURE U/S. 32-A OF THE REGISTRATION ACT

SIGNATURE, PHOTO AND THUMB IMPRESSION OF THE VENDOR

Name & Sign	Photo	L.H.T. Impression
M/s. Shri Parshva Corps Prop. Devang J. Shah		

SIGNATURE, PHOTO AND THUMB IMPRESSION OF THE PURCHASER(S)

Name & Sign	Photo	L.H.T. Impression