SALE DEED

Sale Deed for sale and transfer of an immovable property bearing Flat No._____, Block No.___, _____ Floor, admeasuring _____Sq.Mtrs. (Carpet area), _____ Sq.Mtrs. (Balcony), _____ Sq.Mtrs. (Wash area) in a scheme named and style as **Arise Ample** with proportionate undivided share in land constructed on the land bearing Survey No.430/2 admeasuring 5550 Sq.Mtrs., Final Plot No.152/2 admeasuring 3330 Sq.mtrs., T.P.S No.56, Mouje Gota, Taluka Ghatlodiya, District Ahmedabad for a consideration of Rs._____/-

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Party of the
First Part
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Vendor

Arise Developers,
a partnership firm
PAN No. AAYFA 0346 D
through its partners
(1) Amit Shankarlal Patel
Aged about 30 years,
Occupation : Business,
PAN No.
Aadhar No.
Residing at : 480, Devnagar,
Gota, Ahmedabad
(2) Dharmendrabhai Raghubhai Patel
Aged about 38 years,
Occupation : Business,
PAN No.
Aadhar No.
Residing at : 42, Devnagar,
Gota, Ahmedabad
(3) Umang Vishnubhai Patel
Aged about 22 years,
Occupation : Business,
PAN No.
Aadhar No.
Residing at : 43, Devnagar,
Gota, Ahmedabad
(4) Lalitkumar Bhupendrabhai Patel
Aged about 33 years,
Occupation : Business,
PAN No.
Aadhar No.
Residing at : Devnagar, Gota,
Ahmedabad

Hereinafter referred to as the party
of the first part and/or the vendor
which term shall mean and include

the party of the first part, their
partners, their successors, assigns
etc.

Party of the
Second Part
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Purchaser

Name, address, PAN No. and
Aadhar card no. of the member

Hereinafter referred to as the party
of the second part and/or the
purchaser which term shall mean and
include the party of the second part,
his/her/their successors, assigns etc.

The party of the first part do hereby execute this sale deed as under :

(1) Land of Survey No.430 was in the ownership of Jesangji Amthaji and others and they sold the said land to Manibhai Somabhai on dtd.27-5-47 by registered sale deed and Mutation Entry No.653 was made in revenue record on the basis of said sale deed.

(2) On abolition of personal Inam, Manibhai Somabhai continued as the owner and occupier of the said land and Mutation Entry No.917 dtd.3-9-55 was made in revenue record to that effect.

(3) Nathaji Becharji was cultivating the said land and thereby he was ganotiya. On the basis of the order of the Mamlatdar and ALT, Mutation Entry No.1025 dtd.17-10-58, he was declared as deemed purchaser, but he did not pay the purchase price and therefore purchase became ineffective and Mutation Entry No.1167 dtd.30-9-65 was made in revenue record to that effect.

(4) Mutation Entry No.1314 is related to repayment of loan.

(5) Manguben Nathabhai paid the purchase price and Manguben Somabhai executed re-conveyance and therefore names of Manguben Nathabhai and others were entered in revenue record by Mutation Entry No.1319 dtd.10-6-72.

(6) Thereafter, Manguben Nathabhai and others sold and transferred the said land to Malabhai Jethabhai by registerted sale deed and therefore name of Malabhai Jethabhai was entered in revenue record by Mutation Entry No.1320 dtd.10-6-72.

(7) Malabhai Jethabhai died on dtd.22-6-79 and therefore by Mutation Entry No.1515 dtd.27-6-79, names of Visabhai Malabhai, Babuben Malabhai, Jabuben Malabhai, Gangaben Malabhai, Bhanuben Malabhai and Ashaben Malabhai were entered in revenue record as successors of deceased.

(8) By Mutation Entry No.1167 sale became ineffective, Visabhai Malabhai preferred an appeal against the same and it was allowed and Mutation Entry No.3534 dtd.9-2-06 was made in revenue record as per the order in appeal.

(9) Names of Menabhai Visabhai, Ranveer Visabhai and Jay Visabhai were entered as co-owners by Mutation Entry No.4079, dated 17-7-08.

(10) There was a bifurcation of City and Daskroi Taluka and Mutation Entry No.5271 dated 3-5-12 was made in revenue record to that effect.

(11) Visabhai Malabhai and others preferred appeal against non-grant of N.A. permission and on the basis of the Special Secretary, Mutation Entry No.5980 dtd.19-8-14 was made in revenue record.

(12) Land of Survey No.430 was sub-divided into two parts and thereby land of Survey No.430/1, 5275 Sq.Mtrs. and land of Survey No.430/2, 5550 Sq.Mtrs. came into existance and Mutation Entry No.6591 dtd.17-5-16 was made in revenue record to that effect.

(13) As per the above durasti and Mutation Entry, Visabhai Malabhai and others got the land of Survey No.430/1 admeasuring 5275 Sq.Mtrs. while Ranveer Visabhai and others got the land of Survey No.430/2 admesuring 5550 Sq.Mtrs.

(14) Premium was paid and land was converted as old tenure by order of Collector and Mutation Entry No.7009 dtd.2-3-17 was made in revenue record to that effect.

(15) Said land was converted as non-agriculture land by order of Collector, on dtd. 17/03/2017 as per Order No. ACB/TNC/N.A./TATKAL/K-65/S.R.92/2017 and Mutation Entry No.7049 dtd. 21-3-17 was made in revenue record to that effect.

(16) Menabhai Visabhai, Ranveer Visabhai and Jay Visabhai sold and transferred the said land of Survey No.430/2 to M/s Arise Developers through its partners (1) Amit Shankarlal Patel, (2) Dharmendrabhai Raghubhai Patel, (3) Umang Vishnubhai Patel and (4) Lalitkumar Bhupendrabhai Patel on dtd.10-11-17 by registered sale deed, duly registered with the Sub-Registrar, Ahmedabad-8 (Sola) on dtd.13-11-17, at Sr. No.16709. Name of said purchasers M/s Arise Developers and others were entered in revenue record by Mutation Entry No.7316 dtd.16-11-17. Said entry was certified by revenue authority on dtd.6-1-18. In view of the registered sale deed and certified mutation entry, said purchasers i.e. vendor herein M/s Arise Developers through its partners (1) Amit Shankarlal Patel, (2) Dharmendrabhai Raghubhai Patel, (3) Umang Vishnubhai Patel and (4) Lalitkumar Bhupendrabhai Patel became the owners and occupiers of the said land.

(17) The plans for construction are approved as per Case No.BLNTS/NWZ/200318/CGDCR/A0839/RO/M1, Rajachitthi No. 00817/200318/A0839/RO/M1 and also by Case No.BLNTS/NWZ/200318/CGDCR/A0840/RO/M1, Rajachitthi No. 00818/200318/A0840/RO/M1 and also by Case No.BLNTS/NWZ/200318/CGDCR/A0841/RO/M1, Rajachitthi No. 00819/200318/A0841/RO/M1.

(18) Said building for in all 49 flats is named and style as 'Arise Ample'. Hereinafter referred to as the said scheme.

(19) The party of the first part has declared the scheme of residential flats on the said piece of land and the said scheme is known as "Arise Ample".

(20) An immovable property bearing Flat No._____, Block No.___, _____ Floor, admeasuring _____Sq.Mtrs. (Carpet area), _____ Sq.Mtrs. (Balcony), _____ Sq.Mtrs. (Wash area) in a scheme named and style as **Arise Ample** with proportionate undivided share in land constructed on the land bearing

Survey No.430/2 admeasuring 5550 Sq.Mtrs., Final Plot No.152/2 admeasuring 3330 Sq.mtrs., T.P.S No.56, Mouje Gota, Taluka Ghatlodiya, District Ahmedabad shall be hereinafter referred to as the said property and/or the flat.

(21) The party of the second part has become member in the said scheme of Arise Ample and got the booking of the flat as mentioned above and as the amount of consideration as mentioned in this sale deed is paid by the purchaser to the vendor and thereore this sale deed is executed for sale and transfer of the said built-up property only.

(22) The purchaser has paid an amount of Rs._____/- Rupees _____ only by different cheques/D.D./RTGS. The vendor hereby acknowledge the receipt of the said amount. Details of cheques/D.D./RTGS are mentioned in the column of payment of amount of consideration in this sale deed.

(23) The purchaser shall have to pay GST, maintenance deposit, maintenance charges, common area maintenance charges, AMC plan sanction expenses, document charges, legal expenses, Uttar Gujarat Vij. Co. Ltd./Torrent Power cable/service/meter expenses and other common charges as per the scheme.

(24) The vendor has handed over the vacant and peaceful possession of the said flat to the purchaser as on today and purchaser has taken over the possession of the said flat at site.

(25) The purchaser shall use the said flat for bonafide residential use only. The purchaser shall not use the same for commercial and/or office purpose.

(26) In case of giving flat on rent, the purchaser shall inform to the police and comply with other formalities required to be done under the law of land.

(27) The purchaser can give the said flat on rent to the family only and that too for residential purpose only. The purchaser shall not be entitled to give the said flat to any person on paying guest basis and/or for commercial use.

(28) The vendor has sold the said flat to the purchaser as per this sale deed and therefore purchaser has become full and absolute owner thereof. The purchaser shall have right to sell, mortgage, gift and/or otherwise alienate the

said flat to any person in any manner. It is clarified that before effecting the transfer, the purchaser shall obtain prior permission of the vendor and maintenance body of the scheme and shall pay the transfer fee as applicable from time to time. Any sale or transfer without prior permission as mentioned above shall be invalid.

(29) The vendor has sold the said flat to the purchaser and therefore the vendor shall not have any rights, titles, interest in the said flat in any manner.

(30) The name of the building has been kept as 'Arise Ample', the purchaser and the other members of the scheme shall not be entitled to change the name of the said building.

(31) The purchaser and the other members of the scheme shall not be entitled to make any addition, alteration in any portion of the building including the inner side of the flat and shall not change the elevation of the building in any manner.

(32) The right of top floor terraces of all the buildings shall be of the vendor and the purchaser and other members of the scheme are not given any rights in such terraces. The vendor can use, enjoy and transfer the said terraces as per their wishes and desire.

(33) The purchaser shall pay the maintenance deposit and shall continue to pay maintenance charges as may be decided from time to time. In case of non payment of maintenance charges, the water supply and other common amenities can be withdrawn by the vendor, building maintenance society or body and other legal recourses can be taken by all or any of them.

(34) The purchaser shall have to compulsory become member of the maintenance society and/or body corporate formed for the maintenance of the building and the purchaser shall be abide by the rules and regulations thereof.

(35) The taxes such as property tax, education cess, land revenue and other levies and cesses till the execution of this sale deed are paid by the vendor and all such taxes from hereinafter shall have to be paid by the purchaser.

(36) Name of purchaser can only be entered in revenue record after obtaining B.U. permission of all 49 flats. The purchaser shall not be entitled

to get his/her/their name entered in revenue record prior to such B.U. permission.

(37) The expenses for this sale deed such as stamp duty, registration fees, advocate fees and other misc. charges are borne and paid by the purchaser. Any additional stamp duty payable in future shall have to be paid by the purchaser only.

(38) The purchaser shall park his/her/their vehicle in the common parking area jointly with other members of the scheme. Allotted parking can be used by the member to whom it is allotted. The purchaser shall not be entitled to park the vehicle in such allotted parking space of other members, the purchaser can park his/her vehicle in allotted parking taken by purchaser from the builder.

(39) Right to keep indoor and outside advertisement board shall be of the vendor only with right to receive the income thereof.

(40) Details of payment of amount of consideration :

Amount Rs.	Cheque/DD No./RTGS	Date	Bank

/-

Description of Property

An immovable property bearing Flat No._____, Block No.___, _____ Floor, admeasuring _____Sq.Mtrs. (Carpet area), _____ Sq.Mtrs. (Balcony), _____ Sq.Mtrs. (Wash area) in a scheme named and style as **Arise Ample** with proportionate undivided share in land constructed on the land bearing Survey No.430/2 admeasuring 5550 Sq.Mtrs., Final Plot No.152/2 admeasuring 3330 Sq.mtrs., T.P.S No.56, Mouje Gota, Taluka Ghatlodiya, District Ahmedabad and bounded as follows:

East :
West:
North:
South :

This sale deed is executed by vendor in favour of the purchaser and same shall be binding to both the parties hereto, their successors, assigns etc.

Ahmedabad
Date :

Party of the first part/
vendors

_____

Arise Developers, a partnership firm
Through its partners(POA Holder)
Lalitkumar Bhupendrabhai Patel

In presence of :

1. ----------

2. ----------

property bearing Flat No._____, Block No.___, _____ Floor, admeasuring _____Sq.Mtrs. (Carpet area), _____ Sq.Mtrs. (Balcony), _____ Sq.Mtrs. (Wash area) in a scheme named and style as Arise Ample with proportionate undivided share in land constructed on the N.A. land bearing Survey No. 430/2, admeasuring 5550 Sq.Mtrs., Final Plot No.152/2 admeasuring 3330 Sq.mtrs., T.P.S No.56 (Gota), Mouje Gota, Taluka Ghatlodiya, District Ahmedabad.

The purchaser ----------

The vendor ----------

property bearing Flat No._____, Block No.___, _____ Floor, admeasuring _____Sq.Mtrs. (Carpet area), _____ Sq.Mtrs. (Balcony), _____ Sq.Mtrs. (Wash area) in a scheme named and style as Arise Ample with proportionate undivided share in land constructed on the N.A. land bearing Survey No. 430/2, admeasuring 5550 Sq.Mtrs., Final Plot No.152/2 admeasuring 3330 Sq.mtrs., T.P.S No.56 (Gota), Mouje Gota, Taluka Ghatlodiya, District Ahmedabad.

The purchaser ----------

The vendor ----------

SCHEDULE UNDER THE REGISTRATION ACT (32-A)

The PROMOTER

Arise Developers, a partnership firm
Through its partners(POA Holder)

_____

Lalitkumar Bhupendrabhai Patel

ALLOTTEE

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