

SALE DEED

Sale Deed of **Apartment/Shop No.** On Floor in Block admeasuring about Square Meters carpet area excluding wash area, along with Square Meters carpet area covered by wash area (built-up area admeasuring Square Meters and super built-up area admeasuring Square Meters) within the scheme known as “Krupal Bachpan” forming freehold Non-Agricultural land admeasuring 4229 Sq. Mtrs. of Final Plot No. 76/2 of Town Planning Scheme No. 1 (Shela), Revenue Survey/Block No. 344/B, situated lying and being at within the village limit of Mouje SHELA of SANAND Taluka in the Registration District of Ahmedabad and Sub-District of SANAND, together along with Square Meters undivided share in common facilities/amenities including but not limited to lift, passage, garden, clubhouse, stairs, parking, basement, terrace, etc. of the said Project together with Square Meters proportionate undivided share in the land of the said Project, except otherwise provided herein situated in the said scheme with right to use all the common amenities and facilities provided in the said scheme along with other Purchasers of the various premises thereof together for total price/consideration of **Rs./- (RupeesOnly)**

THIS SALE DEED made at Sanand on this _____ day of _____, 201__

BETWEEN

“NARAYANKRUPA REALITY”, a partnership firm, having administrative Office at :
..... Ahmedabad – 3800.... through its authorized administrative partner Shree Tarang Sudhirbhai Parikh, Age: 32, Hindu by religion, Occupation: Business, Indian National and at present residing at : E-63, Shubh laxmi Tower, Nr. Sanghavi School, Naranpura, Ahmedabad-380013. hereinafter referred to as the “Party of the First Part” or the “Land Owner” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Party and their respective heirs, executors, successors, directors, administrators, agents, assigns, etc.)

PAN No. AANFN2902M

AND

1.
Age: ... years, Occupation:,
PAN No.
2.
Age: ... years, Occupation:,
PAN No.

Both are Hindu by religion, Indian National and At present Residing at:
.....

hereinafter referred to as the Party of the Second Part or the Purchaser (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the said Purchaser and his/her/their respective heirs, executors, administrators, assigns, etc.).

- 1) WHEREAS the party of the first part is seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of freehold Non-Agricultural land admeasuring 4229 Sq. Mtrs. of Final Plot No. 76/2 of Town Planning Scheme No. 1 (Shela), Revenue Survey/Block No. 344/B, situated lying and being at within the village

limit of Mouje SHELA of SANAND Taluka in the Registration District of AHMEDABAD and Sub-District of SANAND free from encumbrances (hereinafter referred to as the said land and more particularly described in first schedule herewith). The party of the first part has purchase the said land on Dt. 18-02-2017 vide registered sale deed no. 1066 and the relevant mutation entry to that effect has been passed in the revenue records of the said land vide mutation entry no. 5130 on Dt. 23-02-2017 and since then the name of the party of the first part has been mention in the column of occupier in the village form no. 7/12.

- 2) AND WHEREAS, the party of the first part has planned to develop a scheme known as **“Krupal Bachpan”** having 142 residential Apartment/Shops/Apartments and 8 commercial shops in 3 Block/Building on the said land comprising of 1 basemen ground floor + 12 floors in each block/buildibng hereinafter referred as the said scheme, and the necessary permissions regarding the development of the said land have been taken from the competent authorities by the party of the first part. In that context, Ahmedabad Urben Development Authority has approve the construction plan vide number: P.R.M./50/3/2017/266 on Dt. 02-05-2017 and has also given permission to initiate the construction on the said land on Dt. 12-05-2017. Afterwards, the party of the first part has initiated construction of the said schem on the said land as per the approved plan and other applicable rules and regulation of the competent authorities.
- 3) AND WHEREAS, the party of the first part has registered the said scheme under the RERA vide registration no. on Dt. and has submitted all the relevant documents of the said scheme.
- 4) AND WHEREAS, the Purchaser having verified the title to the said land and the quality of construction done by the party of the first part and having got the same duly verified and confirmed through professionals has agreed to purchase from the party of the first part and the Purchaser has thereby requested the party of the first part and the party of the first part herein have agreed to sell all that piece and parcel of the **Apartment/Shop No.** On Floor in Block admeasuring about Square Meters carpet area excluding wash area, where “carpet area” means the net usable floor area of an apartment/a shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area

and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment/shop, along with Square Meters carpet area covered by wash area (built-up area admeasuring Square Meters and super built-up area admeasuring Square Meters) within the scheme known as **“Krupal Bachpan”** forming freehold Non-Agricultural land admeasuring 4229 Sq. Mtrs. of Final Plot No. 76/2 of Town Planning Scheme No. 1 (Shela), Revenue Survey/Block No. 344/B, situated lying and being at within the village limit of Mouje SHELA of SANAND Taluka in the Registration District of Ahmedabad and Sub-District of SANAND, together along with Square Meters undivided share in common facilities/amenities including but not limited to lift, passage, garden, clubhouse, stairs, parking, basement, terrace, etc. of the said Project together with Square Meters proportionate undivided share in the land of the said Project, which are more particularly describe in second schedule herewith, (hereinafter referred to as the said Apartment/Shop or said property) and more particularly described in Third Schedule hereunder written together with undivided share/ownership right in the common assets except otherwise provided herein situated in the said building with right to use all the common amenities and facilities provided in the said building along with other members/Purchasers of the various other premises of the scheme at or for the total price/consideration of **Rs./- (Rupees Only)** The purchaser has paid the entire payment for the sale of said Apartment/Shop and the details of payment of sale consideration are as under.

Detail of Payment

Date	Amount in Rs.	Particulars
Total	/-	

The party of the first part assures and gives trust to the Purchaser that the party of the first part have received the entire payment having above mentioned details towards sale consideration of the said

Apartment/Shop and hereby admits and acknowledges the receipt thereof.

- 5) The party of the first part submits that this sale deed has been executed on the condition that all the cheque given by the Purchaser will be have to be honored and in any circumstances, if any cheque or cheques are dishonored or bounces or remains unpaid then this Sale Deed and all other and further transactions like said sale deed, mortgage deed, gift deed, transfer of the said Apartment/Shop by any manor, etc. done in the context of the said Apartment/Shop shall be automatically be considered to be null and void.
- 6) The party of the first part doth hereby grants, conveys, transfers and assures unto the Purchaser the said Apartment/Shops together with all the rights, privileges, easements, profits, advantages, etc. whatsoever attached to the said Apartment/Shop or any part thereof forever. Moreover, the Purchaser may use the said Apartment for his residential purposes or may dispose off or manage the said Apartment/Shop as per the legal provisions as he/she/they wishes. The party of the first part for itself, its partners, office bearers, executors, administrators and assigns covenants with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the party of the first part or any person or persons lawfully or equitably claiming by from, through, under or in trust for it made, done, committed, omitted or knowingly or unwittingly suffered to the contrary, the party of the first part have in their good faith, full power and absolute authority to grant, release, convey and assure the Said Apartment/Shop hereby granted, released, conveyed and assured or intended so to be into and to the use of the Purchaser and it shall be lawful for the Purchaser from time to time and at all times hereafter lawfully, peaceably and quietly to hold, enter upon, occupy, possess, enjoy and deal with the Said Apartment/Shop hereby granted, conveyed, transferred and assured subject to the provisions contained in this sale deed. In this way, now onwards, the Purchaser has become absolute owner, occupier and possessor of the said Apartment/Shop.
- 7) All the taxes, cesses, levies or other charges etc. of all kinds payables to the Government and local bodies in respect of the said Apartment/Shop upto the date of execution of this document have been paid by the land owner and the developer. In spite of that, in future, if such amount which has to be paid before this date has been found unpaid then the party of the first part shall have to pay the same. Moreover, such

amounts which may become payable subsequent to the date of execution of this document are and shall be required to be paid by the Purchaser.

- 8) For the proper and effective administration of the said scheme “Krupal Bachpan”, if incorporation of any association, co-operative society, association of persons, Service Society or any organization is required to be formed, then the Purchaser mandatory shall have to be a member of such association, co-operative society, association of persons, Service Society or any organization and shall also liable for the payment of house tax, land revenue, maintenance charges, etc. to such association, co-operative society, Association of persons or any organization in respect of the said Apartment/Shop. Moreover, the Purchaser or his nominees shall abide by all the bye-laws of such organization and rules and regulations that may be formed by such organization and the resolutions that may be passed by such organization from time to time and that holding of the said Apartment/Shop is a part of the scheme of the “Krupal Bachpan” and that such holding by the Purchaser shall be, subject to the rules and regulations of the scheme, and also subject to the rules and regulations of the Government, Local Authority, any other Authority, Utilities, etc.; and the Purchaser shall attend to, and be answerable and responsible for actions and violations or any of the conditions or the rules or bye-laws of such organization. Moreover, the purchaser shall have to abide all the rules-regulations framed by the party of the first part for the purpose of proper and effective administration and maintenance of the said scheme till the incorporation of such organization and till the party of the first part assigns the administration of the said scheme to such organization.
- 9) The Purchaser shall not be entitled to sale, rent, lease, transfer, assign the said Apartment/Shop to any person whomsoever without obtaining prior permission of such incorporate any association, co-operative society, association of persons, Service Society or any organization and such permission may be granted on payment of transfer fees to be decided by such organization from time to time and on such other terms and conditions as laid down by the bye-laws, rules, regulations, resolutions of such organization as may be decided from time to time. If such association/society/organization has not been framed then, for

such transfer of ownership, the Purchaser shall have to take prior permission of the party of the first part and shall have to pay transfer fee to the party of the first part which has been stipulated from time to time. The party of the first part has absolute right and authority to decide the amount of such transfer fee till incorporation of such association/society/organization.

- 10) On getting possession of the said Apartment/Shop, the Purchaser shall mandatorily have to pay the amount payable for maintenance to the party of the first part till the association/society/organization has been framed for the administration and maintenance of the said scheme and the Purchaser shall not have to raise any dispute or objection about the same. Moreover, the Purchaser shall have to bear proportionate expenses of administration of the said scheme like taxes, cess, electric expenses, water tax, etc. Moreover, the Purchaser shall mandatorily have to deposit such amount in advance in the association/society/organization and in future, if such amount shall be increased or decreased than the Purchaser shall mandatorily have to pay such increased or decreased amount in the proportion of the said Apartment/Shop.
- 11) Moreover, the Purchaser shall have to take care that any of his/her goods, instruments or other thing shall not be annoyance or obstacle to any other member of the said scheme. Moreover, at the time of carrying out the renovation, furniture work or any other kind of work, the Purchaser shall not keep required material-goods etc. in the manner that such material becomes annoyance or obstacle for other members and such renovation, furniture work or any other kind or work shall not be carried out till late night. The Purchaser shall not put or cause to be put any debris/construction material upon the common spaces/internal roads of the said scheme and upon the other Apartment/Shop of the said scheme. Moreover, if the Purchaser shall have carried out any kind of illegal or extra construction or have carried out such construction which can be annoyance or obstacle for other members then such construction shall be demolished and legal proceedings shall be initiated against the Purchaser for such illegal construction and the Purchaser shall be liable for its expenses, risk and result of such

proceedings. Moreover the purchaser shall not use his/her/their T.V., Music system or other equipment which create nuisance to the other members of the said scheme. Moreover the purchaser has to take care that any of his/her/their guest or visitor must be park their vehicle in the visitors parking area only.

- 12) The purchasers declares that the party of the first part has handed over the peaceful, vacant and physical possession of the said property to the purchasers within the time limit mention in the agreement to sale previously executed between the parties and hence, the purchaser/s has/have not raised any dispute or claim before the party of the first part and/or concern authorities towards the delay in handing over the possession of the said property. And the purchaser/s has/have verified the same and has/have found the same as per the specifications - layouts given to the purchasers and has/have no dispute about the same. The occupancy right for the said property has been handed over to the purchasers and it has been verified and received by him/her/them and he/she/they has/have no dispute or objection about the same.
- 13) The purchasers declare that the purchaser has/have verified all the legal documents and titles of the said property and scheme through his/her/their expert persons or advocate and has/have no dispute about the same. Moreover, the purchaser/s has/have verified measurements, specifications, design and structure of the said property and scheme through his/her/their trusted concerned expert person/s and has/have no dispute about the same. Hence the purchaser and/or the party of the first part has/have not claim any amount towards the increase or decrease in the carpet area allotted/sold to the purchaser. Moreover, the purchasers hereby admit, undertake and indemnify that the party of the first part shall have no responsibility or liability in any manner in case or incident of any kind of loss or damage to the said property or the scheme due to any event of force majeure including but not limited to act of God like fire, explosions, earthquakes, drought, tidal waves, floods, etc. and/or war, hostilities, rebellion, revolution, etc.
- 14) The Purchaser has knowledge about the arrangements of common plot, gate, common road, common garden, common street lights,

common water bore, common power and water supply, common drainage line, etc. done by the developer and the Purchaser has verified the same and the Purchaser has no dispute or objection about the same.

- 15) The Purchaser shall not make any kind of change in external look of the said Apartment/Shop. The purchaser shall have no right to change external color of the said Apartment/Shop along with other common space and amenities. The purchaser shall not have to carried out any kind of extra construction at the external side of the Apartment/Shop. Moreover, if the Purchaser carries out any kind of structural or architectural changes inside or outside the said Apartment/Shop or the building in which the Apartment/Shop are situated then the Promoter shall not be liable in any manner whatsoever for the said Apartment/Shop.
- 16) The Purchaser shall have to use common facilities, common plots and internal roads as well as the common amenities and facilities provided in the said scheme peacefully and jointly with other members of the said scheme. The Purchaser shall at his/her own expenses maintain the said Apartment/Shop in good and tenable condition i.e. to keep clean the said Apartment/Shop at regular intervals, etc. Moreover, the Purchaser shall not have to cause stinking, rubbish, excreta, etc. in the said scheme or shall not do or cause to be done any act which may cause damage to other members or which may adversely affect easement rights of other members of the said scheme.
- 17) The Purchaser shall never have to use said Apartment/Shop or any Apartment/Shop of the said scheme or common amenities for any kind of illegal act. Moreover, the Purchaser shall never have to use intoxicating thing or shall never have to consume non-vegetarian food or things on the said Apartment/Shop or any common amenities of the said scheme. The Purchaser shall not do or permit to be done in the conduct of or upon the said Apartment/Shop, or upon the common spaces of the said scheme, anything whatsoever which may be socially undesirable, or which may be or may become a nuisance or create harm, danger, risk, hazard or annoyance to or in any way interfere with the quiet or comfort of the other members in the whole building of such organization. The

Purchaser shall not carry out any offensive or prohibitive activities or business on the said Apartment/Shop or in any part of the said scheme.

- 18) In any circumstance, the Purchaser shall never be able to divide said Apartment/Shop into sub Apartment/Shop and shall never be able to sell sub-Apartment/Shop. Moreover, the Purchaser along with other members shall never be able to combine or consolidate or join remaining Apartment/Shops in the said scheme.

The Purchaser further declares that it shall never make any change in the outer elevation of the scheme or Apartment/Shop and its outer color/ paints and shall also not make any change in the internal or outer structure of the property and/or scheme however the maintenance of the said property shall be done by the Purchaser at its own costs and expenses.

The Purchaser further agree and undertakes to exclusively bear and pay over and above the Purchaser consideration all actual amounts payable towards service tax and other taxes as applicable or which may be made applicable to the scheme and to the said transaction by the Government without any dispute.

- 19) In future, based on the present sale deed, if the Purchaser desires to enter his/her/their name into the records of all the Government, Semi-Government, local bodies, statutory authorities, etc. then the Purchaser may do the same on his own expenses and the land owner and the developer, its partners, its authorized persons, representatives shall be liable to append their signatures on requisite applications, statements, confirmations or writings required for transferring the said Apartment/Shop into the name of the Purchaser.
- 20) The Purchaser abide himself/herself/their self that all the rules and regulation, which are impose by the party of the first part or association/society/organization which will be form for maintaining of the said scheme, time to time, and if the purchaser break such a rules or regulation in that circumstances the party of the first part or such association/society/organization has absolute right to remove the purchaser as a member of the said scheme and

in that circumstance the purchaser shall not right to use any common amenities like parking, terrace, garden, gym, etc.

- 21) The Purchaser has borne all the expenses of stamp duties, registration charges, etc. in respect of this document.
- 22) As the said land and the said Apartment/Shop is lying and being within the local limits of Sanand Police Station and does not include in the list of disturbed areas declared by Ahmedabad District Collector, there is no requirement to get the permission of Ahmedabad District Collector to transfer the said Apartment/Shop.
- 23) True copy of Photo ID, PAN Card of Land Owner, Developer and witnesses, Development Agreement, Resolution of Developer firm, copy of land records, approve plan, Letter of commencement of construction and other relevant documents have been submitted before the office of Sub-Registrar, SANAND for the registration of Agreement to sell and Sale deed of various unit of said scheme by file no. of 201... or document no. of 201...
- 24) Schedule, boundaries, photographs and address of the said Apartment/Shop are as mentioned under.

**FIRST SCHEDULE ABOVE REFERRED TO
(Description of the freehold land and all other details)**

An immovable property being piece or parcel of freehold non-agricultural land bearing Survey No. 344/B which has been allotted Final Plot No. 76/2 within Town Planning Scheme No. 1 (Shela) admeasuring about 4229 Square Meters at Mouje Village Shela within the Registration Sub-District of Sanand of District of Ahmedabad

Boundaries of the freehold land

East:

West:

North:

South:

SECOND SCHEDULE ABOVE REFERRED TO

The nature, extent and description of common areas and facilities.

Common Garden, Club house

THIRD SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF THE APARTMENT/SHOP

ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

ALL THAT **Apartment/Shop No.** On Floor in Block admeasuring about Square Meters carpet area excluding wash area, along with Square Meters carpet area covered by wash area (built-up area admeasuring Square Meters and super built-up area admeasuring Square Meters) within the scheme known as “Krupal Bachpan” forming freehold Non-Agricultural land admeasuring 4229 Sq. Mtrs. of Final Plot No. 76/2 of Town Planning Scheme No. 1 (Shela), Revenue Survey/Block No. 344/B, situated lying and being at within the village limit of Mouje SHELA of SANAND Taluka in the Registration District of Ahmedabad and Sub-District of SANAND, together along with **Square Meters** undivided share in common facilities/amenities including but not limited to lift, passage, garden, clubhouse, stairs, parking, basement, terrace, etc. of the said Project **together with** **Square Meters** proportionate undivided share in the land of the said Project. and undivided share/ownership right in the common assets except otherwise provided herein situated in the said building with right to use all the common amenities and facilities provided in the said building along with other Purchasers of the various premises thereof.

BOUNDRIES

Towards North :
Towards South :
Towards East :
Towards West :

// 13 //

Photograph and Address of the property

Size 5*7

Address :-....., Krupal Bachpan, Final Plot no. 76/2, T.P.
Scheme no. 1 (Shela), Village: Shela, Ta. Sanand, Ahmedabad

.....	
Tarang Sudhirbhai Parikh	
Authorize administrative	
Partner of Narayankurpa	
Reality	
Party of the first part	Party of the second part

// 14 //

Photograph and Address of the property

Size 5*7

Address :-....., Krupal Bachpan, Final Plot no. 76/2, T.P.
Scheme no. 1 (Shela),Village: Shela, Ta. Sanand, Ahmedabad

.....	
Tarang Sudhirbhai Parikh	
Authorize administrative	
Partner of Narayankurpa	
Reality	
Party of the first part	Party of the second part

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

**SIGNED AND DELIVERED
BY THE WITHIN NAMED
PARTY OF THE FIRST
PART**

Tarang Sudhirbhai Parikh
Authorize administrative
Partner of Narayankurpa
Reality

In Presence of :

1)_____

2)_____

SCHEDULE AS PER SECTION 32(A) OF
THE REGISTRATION ACT

PARTY OF THE FIRST PART (THE LAND OWNER)

Signature (Use Black Pen Only)	Passport size photograph	Left hand thumb impression (Use Black Ink Only)
Tarang Sudhirbhai Parikh Authorize administrative Partner of Narayankurpa		

PARTY OF THE SECOND PART (THE DEVELOPER)
