

SALE DEED

For constructed property of **Flat No.**_____ having Carpet Area containing by admeasuring **87.96 Sq. Mtrs.** or thereabouts (98.96 Sq. Mtrs. Built-up Area as per plans approved by AUDA) on _____ floor together with undivided proportionate land share of 41.10 Sq. Mtrs. in total land of the scheme known as “**SHALIN SKY**” lying, being and situated on the residential purpose non-agricultural land bearing Final Plot No.86 of (allotted in lieu of Block No.86, containing by admeasuring 2934 Sq. Mtrs.) containing by admeasuring 1760 Sq. Mtrs. of T.P. Scheme No.1 (Bopal) of Mouje Village **BOPAL**, Taluka Daskroi Registration District Ahmedabad and Sub District **Ahmedabad-9 (Bopal)** for **Rs.**_____ (**Rupees** _____ **Only**).

VENDOR: -

SHALIN REALTY LLP

PAN : ACUFS 7458 Q

An LLP having its Office at – 7, Shalin Bungalows, Thaltej-Shilaj Road, Shilaj, Ahmedabad-380059, represented through its Administrative Partner, **Simitbhai Ramanlal Shah**, Adult by age, Religion Hindu, Occupation Business, Residing at – 51, Sanskar Bharti Society, Ankur Char Rasta, Naranpura, Ahmedabad-380013.

Hereinafter referred to as the Vendor and/or Sale Vendor in this deed that expression shall unless it be repugnant to the context means and includes the Sale Vendor, LLP and its all partners, designators at present and from time to time and their successors, executors, administrators, assignee and transferee etc.

PURCHASER: -

(1) _____

Pan No._____

Aged ____ years, Occupation Business/Service, Hindu by Religion,
Residing at – _____.

(2) _____

Pan No._____

Aged ____ years, Occupation Business/Service, Hindu by Religion,
Residing at – _____.

Hereinafter referred to as the Purchaser and/or Sale Purchaser in this deed that expression shall unless it be repugnant to the context means and includes the Sale Purchaser and his/her/their legal heirs, successors, executors, administrators, assignees and transferees etc

WHEREAS

- 1) The constructed property of **Flat No._____** having Carpet Area containing by admeasuring _____ **Sq. Mtrs.** or thereabouts (_____ Sq. Mtrs. Built-up Area as per plans approved by AUDA) on _____ floor together with undivided proportionate land share of 41.10 Sq. Mtrs. in total land of the scheme known as **“SHALIN SKY”** lying, being and situated on the residential purpose non-agricultural land bearing Final Plot No.86 of (allotted in lieu of Block No.86, containing by admeasuring 2934 Sq. Mtrs.) containing by admeasuring 1760 Sq. Mtrs. of T.P. Scheme No.1 (Bopal) of Mouje Village **BOPAL**, Taluka Daskroi Registration District Ahmedabad and Sub District **Ahmedabad-9 (Bopal)** which is more particularly described in the schedule hereunder written, hereinafter referred to as “the said property” which is hereby sell by Vendor to the Purchaser by virtue of this deed.
- 2) And whereas the Hon’ble District Collector, Ahmedabad has granted Non-Agricultural Use Permission for the said land bearing Final Plot No.86 (allotted in lieu of Block No.86, containing by admeasuring 2934 Sq. Mtrs.) containing by admeasuring 1760 Sq. Mtrs. of T.P. Scheme No.1 (Bopal) for Residential Purpose by their Order No.CB/LAND-2/NA/SR-132/2013, dated 12/04/2013, and entry to that effect was entered in the revenue records by Entry No.10457 on dated 29/10/2015, which was certified by the competent authority on dated 26/01/2016.
- 3) Thereafter, the respective landowners, (1) Kusumben Mohanlal, (2) Saurabhbhai Ashokbhai, (3) Nimaben D/o Lalitbhai & W/o Vishalbhai Rohitbhai, (4) Krushnaben alias Krishnaben W/o Shitalbhai Jagdishbhai, (5) Simitbhai Ramanlal, (6) Bipinkumar Chhotubhai Desai and (7) Anandiben D/o Ramshankar Raval & W/o Pramodray

Raval have sold and conveyed the said residential purpose non-agricultural land bearing Final Plot No.86 (allotted in lieu of Block No.86, containing by admeasuring 2934 Sq. Mtrs.) containing by admeasuring 1760 Sq. Mtrs. of T.P. Scheme No.1 to **Shalin Realty LLP** i.e. the Vendor by a Conveyance Deed, duly registered in the Office of the Sub-Registrar of Ahmedabad-9 (Bopal) on dated 14/12/2015 under Serial No.7900, and entry to that effect was entered in the revenue records by Entry No.10506 on dated 19/12/2015, which was certified by the competent authority on dated 22/02/2016.

- 4) Thereafter the competent authority of the Senior Town Planner, Ahmedabad Urban Development Authority (AUDA) has approved layout and building construction plans for construction of the scheme named, **“SHALIN SKY”** on the said project land and also issued Development Permission by their Letter No.PRM/43/2/2013/452, dated 22-30/09/2015.
- 5) Thus the Sale Vendor has got sanction of necessary plans, permissions as well as approvals and organized a scheme of Residential Flats on said land in the name of **“SHALIN SKY”** and also the competent authority of Assistant Town Planner, Ahmedabad Urban Development Authority has issued Building Use Permission on dated 19/06/2017 under Letter No.Use/CMP/5318/5/207/316, dated 15/06/2017.
- 6) Purchaser herein has made contact of the Vendor to purchase the said property being **Flat No._____** having Carpet Area containing by admeasuring _____ **Sq. Mtrs.** or thereabouts (_____ Sq. Mtrs. Built-up Area as per plans approved by AUDA) on _____ floor together with undivided proportionate land share of 41.10 Sq. Mtrs. in total land of the scheme known as **“SHALIN SKY”** and he/she understood very well to behave in accordance with clarifications finalized during discussions with the vendor by virtue of Agreement For Sale, duly registered in the Office of the Sub Registrar of Ahmedabad-9 (Bopal)

on dated _____ under Serial No. _____ AND after verification of Title Clearance Certificate/Title Report, non-agricultural use permission, building plans, construction/development permission etc legal documents pursuant to above referred project land of the said scheme and also understood Built-up Area as well as Carpet Area of the said property AND after satisfaction of purchaser in all above matters, the purchaser has requested vendor to convey said property to him/her following conditions of above Agreement For Sale, the sale vendor hereby sold and conveyed said property to the sale purchaser, whichever more particularly described in the schedule hereunder AS IS WHERE IS basis for a lump-sum amount of **Rs. _____ (Rupees _____ Only)** whichever paid by the Purchaser to the Vendor and therefore the Sale Vendor hereby executed this Sale Deed for said property in favour of Sale Purchaser and also handed over vacant peaceful and physical possession of the said property to Sale Purchaser today, that has been accepted by the Sale Purchaser on site.

Details of consideration received by the Sale Vendor

Amount (In Rs.)	Cheque Number	Cheque Date	Name & Branch of the Bank
LESS _____	Being deduction of Total Amount of Service Tax, Swachh Bharat Tax & Krushi Kalyan Cess		
_____	Rupees _____ Only		

Thus in the view of above, sale vendor has received total sale consideration amount of **Rs._____ (Rupees _____ Only)** for this sale, and hereby acknowledge the receipt thereof, therefore no such amount remains to receive for the said property and also do not have any dispute clash and/or objection with sale purchaser in that regard.

- 7) Sale Vendor has allowed sale purchaser all those rights to use underground & overhead water tanks, pipe line, gutter, Suez, right to bring electric line, television line, telephone line etc and usage rights of common lights, common roads with respect to proportionate undivided land share by virtue of this deed. And all sale purchasers of units of said scheme shall have joint ownership of all such amenities pursuant to their undivided proportionate land share.
- 8) Sale Purchaser hereby entitled to use, enjoy, occupy, possess, hold, sale, gift, mortgage, assign or do as his/her wish with the said property till the SUN and MOON shines in the sky AND right now neither partners, authorized signatory person, representative of the Vendor-Partnership Firm nor any heirs, successors, executors, administrators shall have any type of right, share, interest and/or concern upon the said property or any part thereof.
- 9) All type of government taxes, panchayat charges, betterment tax, special tax, education cess, electricity bill etc of the said property have been paid by the vendor till today AND hereinafter all type of such taxes, charges and cesses together with administration expenses as well as any taxes, levies whatever apply in future by the government authority hereinafter, those will be paid by the Purchaser.
- 10) Vendor hereby assure, indemnify and faith the purchaser that the Vendor has not agreed to sell, convey, gift, mortgage neither the said property entirely nor any part thereof, more particularly described in the schedule hereunder written and also not executed any banachitthi,

Agreement for Sale, deed or any other document in this regard in favour of anybody and accordingly not transferred and/or assigned the said property. Further the vendor has not obtained loan assistance from any government semi government or private banks / institutions / organizations and accordingly not created any type of lien, charge or encumbrance on the said property. Further the sale vendor hereby indemnifies the purchaser that nobody except the vendor shall have any type of right, share or interest in the said property towards any kind of charges, conjugal, matrimonial rights thereon and thus the vendor has totally clear, marketable and salable rights and titles of the said property and with such assurance, trust and faith, purchaser has purchased the said property.

- 11) Sale Purchaser becomes entitled to transfer the said property in his/her name in concerned government semi government records on the basis of this sale deed however vendor shall co-operate the purchaser to provide necessary consents, signatures and documents etc whatever requires for transfer the said property in the name of purchaser regarding entering name of the Sale Purchaser in records of Electricity Company / Gram Panchayat / Nagar Palika / Municipal Corporation, revenue record, other government semi government and regional institutions and offices being owner and occupier of the said property.
- 12) By virtue of this sale deed, said property falls in absolute ownership and possession of the purchaser without interruption of anybody therefore neither partners of the Vendor-Partnership Firm nor any heirs, successors, executors, administrators shall have any type of right, share, interest on the said property.
- 13) Purchaser has visited personally scheme **“SHALIN SKY”** constructed by Vendor and also checked all necessary papers of the scheme such as information given by the sale vendor, sale deeds, revenue records, various orders of non-agricultural use permission, rights and titles of

the said land, agreements, deeds and other relevant papers / documents himself / herself as well as through expert person / advisor / institution and further the sale purchaser has personally observed construction of the said property amongst all flats of the scheme together with all other amenities, materials used for the construction, quality of construction, efficiency, measurements, size and area of the unit as well as common facilities provided in the scheme such as parking, amenities etc himself/herself as well as through expert person/advisor, and sale purchaser satisfied with all such information and do not have any objection dispute or complaint in that regard and thereafter agreed to purchase said property and made full payment to vendor herein.

- 14) Sale Purchaser shall have common right with other purchasers / members of the scheme, to use or utilize all common amenities like water bore, water pump, pipelines, electric lines and facilities like common roads, ways, common lift, common parking, street lights, common lights, marginal space, terrace etc provided and security guards sweepers etc employed in the scheme. **The Shalin Sky Co-Operative Housing Service Society Limited** (Registration No.NDHN/AHM/Sa(Ha)/_____ dated ____/____/2017) is formed for proper administration and management of common amenities and facilities of scheme “**SHALIN SKY**” and it is compulsory for each & every purchasers of the scheme to become member of this service society and binding with all byelaws, rules, regulations, resolutions formed & constituted by the service society from time to time and accordingly purchaser of said property has to obtain necessary no due, no objection certificate from said service society at the time of selling said property with a condition that proposed purchaser shall have to binding with all byelaws thereof as above. That purchaser or owner of said property from time to time shall have to use said property only for Residential Unit and not for any other purpose however if anybody do acts versus such byelaws, rules & regulations, resolutions of the

service society, concerned user and/or owner of said property will be responsible for the same.

- 15) Vendor has constructed the scheme “**SHALIN SKY**” as per rules, plans, permissions and specifications approved by the competent authority however if the building damages caused to any natural or artificial calamities, purchasers/members of the entire building will be stand responsible for the same entirely, and sale vendor shall not be liable for any type of damages or destroy that is accepted by the sale purchaser, therefore it is understood and confirmed by the purchaser that it is purchaser’s liability for any type of additional and extra alterations, changes made in the said property and further purchaser indemnified the vendor that he/she cannot raise any type of dispute, claim, objection, argument, hitch or hindrance against the vendor in this regard.
- 16) It is accepted by Sale Purchaser that, Sale Vendor shall not be stand responsible for any type of alterations, materials used for changes instructed by the Purchaser, and also Purchaser has observed and checked all such actions done by the Vendor however the Vendor shall not be responsible for the same and hereinafter Purchaser cannot create any type of dispute, quarrel or clash with Vendor in this respect.
- 17) Sale Vendor shall not be stand responsible regarding common maintenance charges amount of the scheme notwithstanding all buyers /members/purchasers of the scheme will have joint responsibility for preservation and maintenance of common amenities / facilities of the scheme like water bore, water pipes, underground & overhead water tanks, lift, common lights, street lights, stair case, common marginal areas, common plot, roads, ways, common parking, security cabin etc and also all buyers/members/purchasers of the scheme/service society have to pay maintenance charges/expenses monthly, quarterly, half yearly or yearly annual maintenance charges/expenses are to be

deposited as instructed by said service society and also the purchaser agreed and indemnified to do so.

- 18) Name, Colour, Elevation, Structure, Exterior, Common Area etc of the scheme **“SHALIN SKY”** never can be changed in future without prior written permission of the vendor herein, however if any type of change made, that will be considered illegal and further the vendor shall be is remove the same at risks and expenses of the members however any type of argument, dispute, objection, hitch or hindrance of members will not be accepted or considered, and that time any type of objection, dispute of the Purchaser should not be accepted and/or considered.
- 19) Papers related to the said property such as Xerox copy of approved plan, permission and copy of sale deeds for entire land of the scheme, copy of N.A. Order, copy of Village Form No.7/12, Entries of Register of Rights and Title Clearance Certificate etc have been handed over by sale vendor to the sale purchaser along with original of this Sale Deed.
- 20) All expenses for this Sale Deed of the said property such as stamp duty, registration fee, valuation & outstanding stamp duty, advocate fee and other allied miscellaneous expenses thereto are to be borne by Sale Purchaser only.
- 21) Sale Vendor and Sale Purchaser herein have mutually understood their liabilities under provisions of the RERA Act (Real Estate (Regulation & Development) Act) and thereafter they have willingly executed this deed with their cleverness.

SCHEDULE

(Description of the said Property)

ALL THAT piece or parcel of the constructed property of **Flat No._____** having Carpet Area containing by admeasuring _____ **Sq. Mtrs.** or thereabouts (_____ Sq. Mtrs. Built-up Area as per plans approved by AUDA) on _____ floor together with undivided proportionate land share of 41.10 Sq. Mtrs. in total land of the scheme known as **“SHALIN SKY”** lying, being and situated on the residential purpose non-agricultural land bearing Final Plot No.86 of (allotted in lieu of Block No.86, containing by admeasuring 2934 Sq. Mtrs.) containing by admeasuring 1760 Sq. Mtrs. of T.P. Scheme No.1 (Bopal) of Mouje **BOPAL** Village Sim, Taluka Ghatlodia, Registration District AHMEDABAD and Sub District **AHMEDABAD-9 (BOPAL)**.

Details of four boundaries of said property are:

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

Thus the said property referred to above having details of numbers, area, measurements and four boundaries as above together with all undivided proportionate land share and rights allowed in common amenities of the said scheme **“SHALIN SKY”**.

Sale Deed referred to above is executed by the parties herein willingly after reading, thinking and understanding the same without any kind of threatening or pressure of any body and with cleverness and in full sense of physical and mental fitness, which is agreed and bound to the sale vendor and partners, designators, authorized persons of sale vendor and their successors, executors, administrators, transferees and assignees.

Executed on today on this _____ day of _____ – Two Thousand
Seventeen at AHMEDABAD.

Vendor

Shalin Realty LLP,

A LLP through its

Administrative Partner, _____

Simitbhai Ramanlal Shah

They have subscribed their signatures in the
Presence of two witnesses mentioned below.

1) _____

2) _____

SCHEDULE

Under Section – 32(A) of The Registration Act

Vendor:	Photograph	L.H.Thumb
		Impression

Shalin Realty LLP
A LLP through its Administrative Partner,

Simitbhai Ramanlal Shah

Purchaser:	Photograph	L.H.Thumb
		Impression

(1) _____

(2) _____

Photograph-01 of the property for identification

DRAFT COPY

Postal Address of property: Flat No.____, Shalin Sky,
Bopal, Ahmedabad.

Vendor:	Purchaser:
_____	_____

Photograph-02 of the property for identification

DRAFT COPY

Postal Address of property: Flat No.____, Shalin Sky,
Bopal, Ahmedabad.

Vendor:	Purchaser:
_____	_____

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ANNEXURE-A

(Copy of Registration Certificate obtained from
Real Estate Regulatory Authority)

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Page Number: 17

ANNEXURE-B

(Copy of Title Clearance Certificate/Report)

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Page Number: 18

ANNEXURE-C

(Copy of Layout Plan, Design, Specification, Common Area, Common
Facilities and Common Amenities and Map of said Property)

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Page Number: 19

ANNEXURE-D

(Copy of Fixtures, Fittings and Amenities to be provided in the said Flat
and Building as well)

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