

SALE DEED

THIS DEED OF SALE executed on this the day of..... 20.... BY AND BETWEEN

- 1. **Mr. Subhashbhai Manibhai Patel, (PAN – AMCPP6073G), Date of Birth - 31/05/1965, Resident - Dada Chowk, Vishrampura, Sundarna, Petlad, Anand – 388480 Gujarat;**
- 2. **Mr. Ashish Naresh Patel, (PAN – AROPP0316P) Date of Birth - 07/08/1985, Resident - BUILDING NO. 17, B-704 SAI BABA MANDIR CHOWK, NEXT TO UNION BANK OF INDIA NEAR SAI BABA MANDIR TILAK NAGAR, Mumbai Suburban, Maharashtra – 400089;**
- 3. **Mr. Ishwarbhai Manibhai Patel (PAN - AAGPP1068F) Date of Birth - 07/08/1956, Resident - 704, BUILDING NO 17 T N STALAG SEVENTEEN CHS LTD, CTS 19 WING B MAHADA COLONY TILAK, NAGAR CHEMBUR, Mumbai Suburban, Maharashtra - 400089;**

Hereinafter in collectively referred to as "The Land Owners".

And

(.....) having address at
..... hereinafter in referred to as "the Purchaser".

And

Partnership firm **M/s. Tanmay Developers (PAN - AAOFT2394Q)** through its Partners **1. Mr. Subhashbhai Manibhai Patel, (PAN – AMCPP6073G), 2. Mr. Ashish Naresh Patel, (PAN – AROPP0316P) 3. Ishwarbhai Manibhai Patel (PAN - AAGPP1068F),** having address of Partnership firm at **Opp. Petrol Pump, Tanmay Party Plot, Besides Honda showroom, Petlad Nadiad Khambhat Road, Petlad, Anand, Gujarat – 388 450** hereinafter referred to as "the Developers".

(The expression "The Land Owners", "The Purchaser" and "The Developers" wherever they occur in these presents, shall also mean and include their respective heirs, executors, administrator, legal representatives and assigns).

(Parties to this Sale Deed i.e. "The Land Owners", "The Purchaser" and "The Developers" are hereinafter collectively referred to as the "Parties" and sometimes individually referred to as "Party".)

DEFINITIONS:

In this Conveyance Deed, unless repugnant or contrary to the context, and in addition to terms otherwise defined herein, following terms shall have meanings assigned herein below:-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 and subsequent amendments thereto;
- (b) "Applicable Laws" shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Conveyance Deed or thereafter;
- (c) "Applicable Taxes" shall mean all the taxes, cess, revenue, by whatsoever name called, payable by "The Land Owners" and "The Developers";
- (d) "Carpet Area" shall have the same meaning as ascribed to it under the Act;
- (e) "Competent Authority" shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Real Estate Project Land and/or the Complex;
- (f) "Government" means the Government of Gujarat;

- (g) "Rules" means the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017;
- (h) "Total Price" shall have the same meaning ascribed to it under Clause 1.

WHEREAS by an Agreement dated 24th day of September 2018 and executed between Ms. Harshaben Amrutlal Shah of the One Part (hereinafter referred to as "the Vendor") and "The Land Owners" of the Other Part, the Vendor sold absolutely to the Land Owners an immovable property being piece or parcel of freehold land bearing Survey No, 470 at Village Petlad Taluka Petlad District ANAND State Gujarat admeasuring 2925 sq. mts. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

AND WHEREAS the Land Owners are collectively the sole and absolute owners of the project land;

AND WHEREAS the Developers has developed the Complex on the project land as per the Agreement to sale executed between the Parties on this the day of..... 201....

AND WHEREAS in the said Complex, Shop bearing No. having Carpet Area ofsquare Mtrs. more particularly described in second schedule annexed hereto in the **TANMAY PLAZA** (herein after referred to as "the said "Complex") had allotted to the Purchaser on the terms and conditions mentioned in the agreement to sale dated

AND WHEREAS the Purchaser has prior to the date hereof examined the copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its advocates and planning and architectural consultants. The Purchaser has agreed and consented to the development of the Real Estate Project on the said Complex land. The Purchaser has also examined all documents and information uploaded by the Land Owners and the Developers on the website of the Authority as required by Act and the Rules and has understood the documents and information in all respects.

AND WHEREAS the Purchaser represents and confirms that he/she/it has inspected all the documents pertaining to the Complex, the Complex Land and Shop including but

not limited to all the title documents and has fully satisfied itself in all respects, with regard to the right, title and interest of the Land Owners / the Developers in the Real Estate Project and its right to convey the Complex to the Purchaser.

AND WHEREAS the Parties hereby confirm that they are signing this Sale Deed with full knowledge of the Applicable Laws.

AND WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Sale Deed and all applicable laws are now willing to enter into this Sale Deed on the terms and conditions appearing hereinafter.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In consideration of the sum of Rs. _____/- (Rupees _____ only) ("Total Price") and the statutory and other charges paid by the Purchaser to the Land Owners / the Developers on the day of..... (the receipt of which the Land Owners / the Developers hereby acknowledges) in terms of the Agreement to Sale and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Purchaser stated in this Sale Deed, the Shop bearing No..... having **Carpet Area** of together with Sq.mts. of undivided proportionate share in the said Complex, more particularly described in the Schedule hereunder written (hereinafter collectively referred to as the said Property) and the Land Owners / the Developers have agreed for sale of the said property to the Purchaser and the Purchaser has agreed to purchase and acquire from the Land Owners / the Developers the said property fully described in the Second schedule hereto annexed is hereby sold, conveyed and transferred in favour of the Purchaser absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the Common Areas.
2. The Land Owners / the Developers hereby represent and warrant to the Purchaser as follows:

- (a) The Land Owners have absolute, clear and marketable title with respect to the Shop;
- (b) The Land Owners have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project;
- (c) There are no litigations pending before any Court of law or authority with respect to the Shop or Project Land;
- (d) All approvals, licenses and permits issued by the Competent Authorities with respect to the Complex or Project Land are valid and subsisting and have been obtained by following due process of law. Further, the Land Owners / the Developers have been and shall, at all times, remain to be in compliance with all the Applicable Laws in relation to the Shop or Project Land and the Common Areas;
- (e) The Land Owners / the Developers have the right to enter into this Sale Deed and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may be prejudicially affected;
- (f) The Land Owners / the Developers have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any other person with respect to the Shop which will, in any manner, affect the rights of The Purchaser under this Sale Deed;
- (g) The Land Owners / the Developers shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Shop to the Competent Authorities till the occupation certificate has been issued and possession of the Shop has been handed over to the Purchaser.
- (h) The name of the Complex and Real Estate Project shall always be **“TANMAY PLAZA”** and the Purchaser or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of the Purchasers shall not be entitled to change the same.
- (i) The Land Owners / the Developers agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of The Land Owners / the Developers. The Purchaser agrees to pay the maintenance charges as determined by the Promoter or association of The Purchasers, as the case may be.

- (j) The Purchaser of the Shop shall participate towards the formation of an association or society or cooperative society or Section 8 Company under the Companies Act, 2013 of the allottees or a federation of the same.
- (k) Subsequent to receipt of Building Use Certificate / Occupancy Certificate and Execution of Sale Deed with the Allottee, the Land Owners / the Developers shall have no right or claim whatsoever on future F.S.I., additional F.S.I. and Association of Allottee shall assume Ownership and possession of the said F.S.I.
- (l) The Land Owners / the Developers agrees that additional F.S.I. or Terrace rights, if any applied and obtained by any party after receiving occupation certificate or Building use (BU) Permission shall be conferred to Association of Allottee(s).
- (m) The Purchaser shall take possession of the Shop within 15 days of the written notice from the Land Owners / the Developers to the Purchaser intimating that the said Shop/unit are ready for use and occupancy:
- (n) Failure of The Purchaser to take Possession of the said Shop upon receiving a written intimation from the Land Owners / the Developers as per clause (j), the Purchaser shall take possession of the said Shop from the Land Owners / the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement to Sale and the Land Owners / the Developers shall give possession of the said Shop to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause (j) such the Purchaser shall continue to be liable to pay maintenance charges as applicable.
- (o) If within a period of five years from the date of handing over the said Shop to the Purchaser, the Purchaser brings to the notice of the Land Owners / the Developers any structural defect in the said Shop or the Complex in which the said Shop is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Land Owners / the Developers at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Land Owners / the Developers, compensation for such defect in the manner as provided under the Act. Provided that the Land Owners / the Developers shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Land Owners / the Developers or beyond the control of the Land Owners / the Developers.

- 3. Any dispute between parties shall be settled amicably. In case of failure to settled 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, thereunder.
- 4. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement 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 Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 5. The undivided proportionate share in common areas as allotted to Purchaser shall be administered by the Members of association or society or cooperative society or Section 8 Company under the Companies Act, 2013 as the case may be formed under Clause of (j) of aforesaid point 2 and all the Occupancy rights to Service the said undivided proportionate area of Complex conferred with the association or society or cooperative society or Section 8 Company under the Companies Act, 2013 as the case may be.

IN WITNESS WHEREOF the parties hereto have signed this Deed of Sale on the date mentioned against their respective signatures.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Purchaser
Signature.....
Name.....
Address.....



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Land Owners
Signature.....
Name.....
Address.....



Signature.....

Name.....

Address.....

Please affix
photographs and
sign across the
photographs

Signature.....

Name.....

Address.....

Please affix
photographs and
sign across the
photographs

The Developers

Signature.....

(Authorised signatory)

Name.....

Address.....

Please affix
photographs and
sign across the
photographs

At_____ on_____ in the presence of:

WITNESSES:

1. Signature.....

Name.....

Address.....

2. Signature.....

Name.....

Address.....

First Schedule of Project Land

Description of the property

1. Municipal No. / Ward No. / Plot No. /Khata No.: 470
2. Location: Street No.: _____ Street Name: _____
3. Place / Area
North: _____
South: _____
East: _____
West: _____
4. Sub-District Hqrs./Tehsil/Taluka: _____
5. Police Station: _____
6. District/State: _____
7. Exact Measurement: _____

Second Schedule of the Property

Description of the property

Property No. _____, on the _____ floor admeasuring about **Carpet Area** _____ **Sq. Mtrs.** and **balcony/veranda** admeasuring _____ Sq. Mtrs, and **wash area** admeasuring about _____ **Sq. Mtrs,** making in all _____ Sq.mts, Project known as "**TANMAY PLAZA**", WITH PROPORTIONATE **Carpet Area** _____Sq. mts. undivided share in Survey No. 470, Khata No. 32 Survey No, 470 at Village Petlad Taluka Petlad District ANAND State Gujarat, bounded as follows, that is to say on or towards the Place/Area -

North:

South:

East:

West: