

RERA REGISTRATION NO.

SALE DEED

[Unit No: ____ for Rs. _____/-]

This Sale Deed is made at _____on this _____ day of _____

This sale deed is in extension and continuation of Agreement for Sale dated _____ .

BY AND BETWEEN

Atlantic infra. (Prop. Shirinbanu Sayeed Vohra)

PAN NO: AUEPV7334C and AADHAR NO: 856596608332

Hindu, Adult, Residing at: Zandabaza, Umeta, Taluka: Anklav, District: Anand and her POA Sayeed Allarakha Vohra, (hereinafter referred to as the **“Promoter” or “Vendor”** which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-titles and permitted assigns)

AND

Name, PAN and Adhar

Hindu, Adult, Residing at: _____ (hereinafter referred to as the **"Allottee" or "Purchaser"**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors and assigns)

INTERPRETATIONS:

"Parties" shall mean collectively the Vendor and the Purchaser and **"Party"** means each of the Vendor and the Purchaser individually.

Words in singular shall include the plural and vice versa.

Reference to a gender includes a reference to all other genders.

WHEREAS:-

- A. By a Deed of Conveyance dated _____ executed by and between _____ (the **"Land Owner"**) and the Vendor and registered with the Sub-Registrar on _____, the Land Owner has sold absolutely to the Vendor the land bearing Final Plot Nos: 303 (Survey Nos: 4158), total admeasuring 1097 sq. mtrs. in Town Planning Scheme No: 3, situate lying and being at Taluka: Anand in the Registration District of Anand and Sub-District of Anand in the State of Gujarat and more particularly described as the **"Project Land"**
- B. The Vendor has developed mixed project known as Atlantic Heights, hereinafter referred to as the **"Project"**.
- C. The Vendor has registered the Project under the provisions of the Act with the Regulatory Authority on _____ and a Registration Certificate for the same has been issued by RERA on _____ (date) under No: _____. Copy of the same is attached hereto.
- D. The Purchasers had applied for purchase a unit in the Project and has been allotted :
 - (a) Unit being (Details of the property being sold) Unit No: _____ having carpet area of _____ sq. mtrs. i.e. _____ sq. feet on in "Atlantic Heights" Project;
 - (b) undivided proportionate right, title and interest in the Land admeasuring _____ sq. mtrs. and right to use Common Areas and Facilities of the project including parking space

and more particularly described in **Schedule-"II"** hereunder written (hereinafter collectively referred to as the **"Unit"**) being constructed by the Vendor.

- E. The Vendor has made available to the Allottee all the requisite details of the Project/Unit including but not limited to:
- a. Details of the Project;
 - b. The plans duly approved by AVKUDA on 08/07/2019;
 - c. Permission for construction granted by AVKUDA as per its letter No. AVKUDA/V.P./942/2019 dated 08/07/2019;
 - d. Title clearance report obtained from Alpit R Patel, Advocate, dated 23/02/2017 ;
 - e. Building Use Permission granted by AVKUDA ON _____

and gave specifications of the Unit and other details in respect of the common infrastructure, amenities, services of the Project for the common use of the Unit holders/ allottees to form part of the Project;

- F. The Purchaser has paid the Total Consideration of Rs. _____ (Rupees _____ Only) for purchase of the Unit on or before execution of these presents;
- H. The Purchasers have minutely satisfied himself/herself/itself about the title of the Vendor in respect of the Project Land from his/her/its own assessment and through his/her/its own legal adviser/ Advocate(s);
- I. In view of the above and at the request of the Purchaser, the Vendor has entered into this Deed to convey, assign and transfer the said Unit to the Purchaser in the manner as recited under these presents.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. In pursuance of consideration of Rs. _____/- (Rupees _____ Only) (the **"Total Consideration"**) paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor hereby admits and acknowledges and of and from the same and every part thereof doth forever acquit, release and discharge the Purchaser) the Vendor doth hereby, subject to the bye-laws, rules and regulations of the Maintenance Society, formed or to be formed by the allottees of the Project, grants, transfers, conveys and assures unto the Purchaser:

ALL THAT:

- (a) Unit being (Description of the property) Office No: ____ having carpet area of _____ sq. mtrs. i.e. _____ sq. feet on __Floor in "_____" Project;
- (b) undivided proportionate right, title and interest in the Land admeasuring _ sq. mtrs. and right to use Common Areas and Facilities of the project including parking space

and more particularly described in the **Schedule – II** hereunder written and delineated on the plans annexed hereto and shown surrounded by red coloured boundary lines, in the plan, together with undivided share, right, title and interests in all the edifices, courtyards, areas, compounds, sewers, drains, ditches, fences, trees, plants, ways, paths, passages, common gullies, wells, waters, water courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances thereto or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part thereof (all the estate right, title, interest, benefit, claim and demand whatsoever both at law and in equity of the Vendor hereby granted, as aforesaid, are hereinafter collectively referred to as the "**Unit**") AND TO HAVE AND HOLD the Unit hereby granted, conveyed, transferred and assured or intended so to be with him/her/it and every of their rights, members and appurtenance unto and to the use and benefit of the Purchaser for ever to be held as heritable and transferable, subject to the provisions of the local laws and the bye-laws of the Maintenance Society and rules and regulations applicable thereon, and further subject to the payment of applicable rents, taxes, assessments, rates and duties in relation to the period from the date of possession of the Unit.

2. The Vendor hereby for itself, its heirs, executors, successors and assigns covenant with the Purchaser that it has good right, power and absolute authority to grant, transfer, release and assure the Unit unto and to the use of the Purchasers free from all encumbrances AND that the Purchaser shall and may at all times hereafter peaceably and quietly enter upon, hold, occupy, possess and enjoy exclusively the Unit hereby granted, conveyed, transferred and assured so to be with the right to receive the rents, income and profits thereof and of every part thereof for their own use and benefit without any suit, eviction, interruption, obstruction, claim and demand whatsoever from or by the Vendor, its heirs/successors-in-title, or any of them or any person or persons lawfully or equitably claiming under or in trust for it.

3. The Unit is free from encumbrances and charges and the Vendor shall keep harmless and indemnify the Purchaser of, from and against all former and other estates, titles, charges and encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the Vendor.
4. The Vendor shall from time to time and all times hereafter at the reasonable request of the Purchasers do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law whatsoever for the better and more perfectly assuring the Unit and every part thereof unto and to the use of the Purchaser or its executors, successors-in-title, assigns, at the cost and expenses of the Purchaser.
5. The Vendor doth hereby covenant with the Purchaser that it shall handover the maintenance and management of the Common Areas and Facilities to the Maintenance Society and shall handover all documents title chain documents (the “**Documents of Title**”) after all the Units within the Project are sold, for their custody and records. Unless prevented by fire or inevitable accident, the Maintenance Society will upon every reasonable request and at the costs of the Purchasers shall produce or cause to be produced from time to time or at all times hereafter to the Purchasers or their Advocate or at any trial, commission, examination or otherwise, as occasion shall require, all or any documents mentioned in the Documents of Title for the purpose of showing title to the Project Land described in the **Schedule-I** hereunder written. The Vendor, before handing over the maintenance and management to the Maintenance Society, will furnish to the Purchasers and every such other party or parties as aforesaid, such true copies or extracts of the said documents or any of them as the Purchasers or such other party or parties may require.
6. It is hereby declared and agreed that the Vendor shall deliver the Documents of Title to the Maintenance Society/LLP, who shall thereupon enter into with and to deliver to the person or persons for the time being entitled to the benefit of the covenant for production of documents hereinbefore contained and furnishing copies of the Documents of Title which shall have been so delivered to the Maintenance Society/LLP and thenceforth the covenant hereinbefore contained shall become void

so far as relates to the production of the Documents of Title covenanted with the Vendor.

7. The Purchaser for himself, his executor and administrators both hereby covenant with the Vendor and other Unit owners in the Project that the Purchaser shall:
 - (a) abide by the bye-laws/ memorandum and articles of association of the Maintenance Society formed/ to be formed for the said Project and shall pay their proportionate share of expenses for the same;
 - (b) use the Unit for _____ purpose only;
 - (c) not ask for a partition or division of land, building and common amenities, facilities, services etc. by metes and bounds of the Project Land;
 - (d) not do any act which would jeopardise the safety or soundness of the property or reduce the value thereof;
 - (e) not make any alteration, change or make addition in or to the Unit without the previous consent of all other Unit owners of the Project/ Maintenance Society, in writing; and
8. If by force majeure conditions including natural calamities, accidents, foreign attacks, earth quakes or like other uncontrolled events and causes, the said Building is destroyed, demolished or damaged, the Purchasers accept that they shall not have any independent right in land to construct their Unit but shall have only right to get their Unit of the same area and on the same floor reconstructed or repaired jointly with other Unit owners at their own cost.
9. The Purchasers are entitled to use and utilize only the Unit and will use Common Area and Facilities jointly with other Unit owners, without causing any nuisance, annoyance, obstructions, etc. to others and will not obstruct passages either by storage of articles, things etc. or likewise create obstacles and will also not cause nuisance, annoyance by throwing dirt, garbage or other refuse in the compound, passage or at common place of the Building/ Project.
10. The Vendor, either itself or by appointing any facility management agency, will operate and maintain the management of the Maintenance Society/LLP and the Project for a period of ____ (Three) years from the Building Use Permission without imposing/raising any additional cost, charge or expenses for the same from the Allottee and/or the Maintenance Society. However, on completion

of the initial period of 3 (Three) years, the period of operation and management of the Project may be extended on mutual terms and conditions agreed between the Maintenance Society and the Vendor or its agency.

11. The Project Land does not fall under the disturbed area and hence, provisions of The Gujarat Prohibition of Transfer of Immoveable Property & Provision for Tenants from Eviction from Premises in Disturbed Areas Act, 1991, do not apply to the same.
12. All the schedules contained under this Deed shall form an integral part of this Deed.
13. The vacant and peaceful Possession of the said Premises is handed over by the Vendor to the Purchaser and the Purchaser has admitted that the possession of said premises has been taken by him. IT IS HEREBY agreed by and between the Parties hereto that the Purchaser has exclusively borne the expenses of stamp duties, registration charges, typing charges, Advocate's fees etc. in respect of the aforesaid sale.
14. The promoter shall not have any claim over F.S.I., additional F.S.I. and Terrace rights after building use permission has been obtained. Such rights if any will be enclosed by the society of buyer.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS DEED TO BE EXECUTED BY THE HAND OF THEIR RESPECTIVE AUTHORISED OFFICIALS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by the withinnamed

Vendor Atlantic Infra by the hand of

Shirinbanu Sayeed Vohra,

Proprietor of the Vendor. _____

in the presence of:-

1.

2.

PAYMENT SCHEDULE

Rs _____ Rupees _____ Only paid by Cheque
No: _____.

Rs. _____ RUPEES _____ ONLY.

=====

I SAY RECEIVED,

Atantic infra

(Proprietor)

Shirinbanu Sayeed Vohra

SCHEDULE-I

(Description of the Project Land)

All that pieces or parcels of Land situate at Taluka: _____ in the Registration District Anand and Sub District Anand, bearing City Survey No: 4158, total admeasuring about 1097 sq. mtrs. of Town Planning Scheme No: 3.

SCHEDULE-II

(Description of the Unit)

ALL THAT _____admeasuring _____ **sq. mtrs. i.e.** _____ **sq. feet** (Carpet) being _____ **sq. mtrs. i.e.** _____ **sq. feet** (Super Built-up) on __ Floor along with proportionate undivided usage right in the common amenities and facilities of the scheme known as “_____ “ along with __ **sq. mtrs.** proportionate undivided share in the land of Final Plot Nos_____ (having Survey Nos: _____ and Old Survey Nos:_____) in Town Planning Scheme No: __ of Village: _____, Taluka: _____ in the Registration District _____ and Sub District _____ and the said unit No: __ is bounded as under, that is to say on or towards the:

EAST : By

WEST : By

NORTH : By

SOUTH : By

The said Unit is delineated by red colour boundary lines on the __ Floor plan annexed hereto.

SCHEDULE-III

(General Terms and Conditions)

1. The Purchaser shall use the Unit for the _____ purpose only.
2. The scheme of the Project shall always be known as "Atlantic Heights" and this name shall not be changed in any circumstances.
3. The Purchaser has verified the Project site and the Unit and declare that:
 - (a) The Purchaser has no complaint or grievance of any nature whatsoever for the quality of construction and the materials used by the Vendor;
 - (b) The construction of the Building and the Unit in the Project in general is in accordance with the plans, specifications and design and detailed - drawings seen and confirmed by the Purchaser and they have no complain, dispute or grievance for the same or any part thereof.
4. The Purchaser agree/s not to subdivide their Unit in any manner at any time.
5. The Purchaser shall give and render all assistance and facilities to the Vendor as may be required by the Vendor from time to time including to sign and execute all necessary documents, to enable the Vendor to carry out and complete the development/ improvement of the Project in the manner as decided by the Vendor, from time to time, in its sole and unfettered discretion.
6. The Purchaser shall not put up any sign board, hoarding or any other kind of advertisements on the Unit/Building/Project, except at the space permitted by the Vendor/Maintenance Society.
7. The Purchaser hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to the terms and conditions contained under this Deed;
8. The Purchaser, in proportion of their share, along with other owners/ occupants in the proportions of their shares, shall be deemed to have accepted the following conditions and to bear the following expenses, subject to terms mentioned in Para 11 hereinabove:
 - (a) All rates and outgoing payable, if any, in respect of the

Project;

- (b) The expenses of routine maintenance including painting, white washing, cleaning etc., and provisions of the common services to the Building as set out below:
 - i. Maintenance of the pumped, sanitary and electrical lines common to the Project;
 - ii. Replacement of bulbs in the corridors;
 - iii. Payment of electrical and water charges for common charges;
 - iv. Maintenance of potted plants and landscaped areas in the development;
 - v. Provision of day/night watchman;
 - vi. Maintenance of lift; and

The other provisions as prescribed/ to be prescribed by the Vendor/ Maintenance Society/ LLP.

- 9. The Maintenance Society has been formed/ shall be formed by the Vendor/ allottees to manage, maintain, monitor, attend and look after the Common Areas and Facilities;
- 10. Common maintenance fund has been planned to be generated from the purchaser(s) of the Units in the Project and the income thereof will be utilized to meet the expenses of common electricity bills, salaries, maintenance, repair, replacement, etc. of the common amenities, facilities, services, conveniences and common infrastructure of the Project, and each purchaser for each Unit shall contribute the amount fixed by the Vendor towards such common maintenance fund. The Purchaser shall pay recurring maintenance charges as decided under rules framed by Maintenance Society/LLP, from time to time.
- 11. The monthly maintenance expenses shall be shared by all the Unit owners in proportion to the size of their respective Units in the Project.
- 12. In the event the Unit owner/s defaulting in the payment of the above maintenance charges for more than 3 (three) months, the Vendor/ Maintenance Society reserves the right to disconnect all civic amenities until receipt of payment from the defaulting owner/s along with reconnection fee plus interest for arrears of the amount.
- 13. In case the Purchaser defaults in payment of any dues for any common expenses, benefits or amenities in respect of

Common Area and Facilities, the Maintenance Society while carrying out the services as contemplated above, shall have the right to remove such common benefits, or amenities from his/her/its enjoyment.

14. The Purchaser shall observe, perform and comply with all the rules, regulations, bye-laws and memorandum and articles of association of the Maintenance Society/LLP and which the Maintenance Society may adopt or frame upon its formation and the additions, alterations, or amendments made thereafter for upkeep and maintenance of the entire Project.
15. If the Purchaser chooses to sell/ transfer the Unit, a no due certificate has to be obtained in advance, before such sale or transfer, from the Vendor or the Maintenance Society/LLP, as the case may be.
16. The Purchaser shall have the right to get water, electricity, sewerage and other connections to the Unit through the main pipes, wires, sewer lines, drain and water courses, cables and wires which are provided or may at any time be provided in the Project.
17. It is specifically agreed that the Purchaser shall be entitled in common with the purchaser(s) of the other Units in the Project to use and enjoy the Common Areas and Facilities viz:
 - (a) Entrance and common passages including roads;
 - (b) Common facilities including garden and park;
 - (c) Civic amenities.subject to terms and conditions prescribed/as may be prescribed by the Vendor and/or the Maintenance Society.
18. The Purchaser shall have no claim with respect to any part of the scheme/ Project, hollow plinth, parking, common amenities, open margin land, common open areas, balance - future - expected - floating FSI, right to put up construction in future, lift, lift well, staircases, lobbies, passages and all and every other areas and spaces, all amenities, facilities, services and utilities, save and except the Unit and limited conveniences for use, occupation and enjoyment thereof;
19. The Unit shall be used, occupied and enjoyed subject to the terms and conditions contained herein and other rules as may be framed by the Vendor/ Maintenance Society/LLP. The

Purchaser shall perform, observe and abide by the same.

20. If any additions or alterations in or about or relating to the said Project of which the Unit forms part are hereafter required to be carried out by any Authority, the same shall be carried out by the holders of the Units at their own costs and expenses and the Vendor shall not be liable or responsible in any manner for the same;
21. The Unit shall be kept properly and adequately insured by the Purchaser and the Vendor shall not be liable or responsible for any event/ loss/ damages caused on account to the same;
22. The Purchaser agrees that any delay in enforcing the terms and conditions herein shall not be considered as a waiver on the part of the Vendor or Maintenance Society/LLP or any other interested person;
23. The Purchaser of the Unit will not use or permit to be used the Common Area and Facilities for waiting, storage or keeping any articles or things or in any other manner unless otherwise specified for the same.
24. The Purchaser has specifically agreed to indemnify and keep indemnified the Vendor in respect of what has been agreed, confirmed, represented and covenanted by the Purchaser, and in respect of any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any dispute, challenge, breach, violation, delay or default concerning the same by the Purchaser.
25. SEVERABILITY

If any provision of this Agreement 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 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.
26. Dispute Resolution:- Any dispute between parties shall be settled amicably. 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, thereunder.

27. The Purchaser shall not at any time cause any annoyance, inconvenience, or disturbance or injury to the occupiers of other Units and the Purchaser specifically shall not :-
- (a) Close the passage parking spaces and other Common Areas and Facilities.
 - (b) Default in payment of any common expenses for maintenance of the Project.
 - (c) Create nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - (d) Install machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, noxious, dangerous or combustible in nature.
 - (e) Use the Unit or portion thereof for purpose other than the purposes for which it is allotted to the Purchaser and / or to use for any illegal or immoral purposes.
 - (f) Enter or trespass into the parking areas, garden areas, not earmarked for general common use.
 - (g) Create any nuisance or disturbance or misbehave in the matter of enjoyment of common facilities in the Project.
 - (h) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in the Project.
 - (i) Put up any construction/erection/partition (whether temporary or permanent) in the private or common garden areas/terrace/ parking.
 - (ii) The Purchaser shall not object for usage of garden areas, and the Common Areas and Facilities by owners/occupants of other Units adjoining his/her/its Unit.
28. The Purchaser(s) shall permit the Vendor and/or Maintenance Society/LLP and /or their agents with or without workmen at all reasonable times to enter into and upon the Unit or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and conditions all services, drains, structures, or other conveniences belonging to or servicing or used for the Project and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires etc. in the common areas of the Project and also for

the purpose of disconnecting the supply of water and electricity, etc., to the premises or other common areas of the Project or to the occupiers of such Unit, as the case may be, who have defaulted in paying the share of the water, electricity and other charges.

29. As there is no modification or Alteration in structure of the building is allowed in any way, the Purchaser hereby agree and undertake that:
- (a) No structural elements including PT slab, beams, columns, shear walls etc. shall be chiseled, core cut or punctured.
 - (b) No drilling will be done in any of these elements mentioned above. (except of false ceiling or other suspending other services for which a drill depth of not more than 50 mm into the slab may be permitted)
 - (c) No cutouts or any alteration shall be done in the slabs without the permission of the developer.
 - (d) If any alterations required in the structure the same will be done only after consultation and permission of the developer.
 - (e) The Maximum Live Load on the slabs have been considered as _____ as IS ____ for this _____ building. If heavier loading like battery rooms or large server rooms etc. are planned anywhere then the weight for the same must be quantified in advance to the developer and if the loading is heavier, further strengthening (localized) is to be arranged and provided. All the cost of the such further strengthening is to be bear and paid by the Purchaser Only.
 - (f) No Soil filling or Garden Loads shall be kept within the units of the building.
 - (g) The Purchaser hereby liable for any temper with any structural element by any of its agencies. The Purchaser or his any agencies has to take due care that inflammable items not be used as part of the interior decoration and due fire ratings of those elements be understood prior to installation.
 - (h) The Purchaser hereby agree and undertake that the unit be used by him/her with due care as to no damage be done to waterproofing on different terrace levels.

The Promoter
