

SALE DEED

THIS INDENTURE MADE AT AHMEDABAD this ____ day of _____,
2017 BETWEEN

M/s. Shlok Realty a Partnership Firm PANO : ACZFS6041A,
representing through its authorized partner **MR. RAVINDRAKUMAR**
RAMABHAI PATEL, age 36 years, Hindu by religion, occupation Business,
Address at : A-104, Suyojan flat, Nr. Bhagwat Vidhyapith, Sola, Ahmedabad-
60, hereinafter called “THE VENDOR” (which expression shall unless it
repugnant to the context or meaning thereof, be deemed to include its present
and futuar partners and their legal representatives of the last surviving partner)
of the One Part.

AND

Mr., (PAN:), age years, by religion, occupation, residing at : hereinafter called “THE PURCHASER/S” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his heirs, legal representatives) of the Other Part.

WEHREAS the Vendor firm is the owner and/or occupant or in possession of the non agriculture land bearing Final Plot No. 20 admeasuring 2246 sq. mts. given for Revenue Survey No. 25 admeasuring 1214 sq. mts. and Revenue Survey No. 29 admeasuring 2529 sq. mts. which comprise in T. P. Scheme No. 32 lying and being at mouje Gota, Taluka – Ghatlodia Registration Sub District Ahmedabad-8 (Sola) and District Ahmedabad (Hereinafter Referred to as “the said Land”).

1. The Hon. Collector, Ahmedabad on 07/04/2016 vide its order no. CB/ADM/ TA.BI.KHE/TATKAL/KA-65/S.R.50/2016 issued the permission to convert the land bearing S. No. 25 & 29 in to non Agriculture residential and commercial purpose and gave it final plot no. 25.

2. **AND WHEREAS** the Vendor has purchased the said land from (1) Champaben Ratilal Patel (2) Hansaben Ratilal Patel (3) Hemlataben Ranchhodbhai Patel (4) Jayeshbhai Ranchhodbhai Patel (5) Bhanuben Ranchhodbhai Patel through her P.O.A Holder Jayeshbhai Ranchhodbhai Patel by executing a sale deed dated : 06/06/2016, the same was registered with Sub-Registrar of Ahmedabad-8 (Sola) under the Serial no. 7270. The name of vendor mutated in village from no. 6 with entry no. 6636.

Thereafter, construction of residential Flats & Commercial on the said land, an application put before the Ahmedabad Municipal Corporation to issue construction permission, Ahmedabad Municipal Corporation has approved such plans on 16/6/2016 and also issued commencement Letter (Rajachitthi) for the construction vide Case No. BHNTI/NWZ/ 160416/ GDR/A6253/RO/M1 and Rajachitthi No. 6233/160416/ A6253/RO/M1 for Block-A & Case No. BHNTI/NWZ/ 160416/ GDR/A6255/RO/M1 and Rajachitthi No. 6232/160416/A6255/RO/M1 for Block-B.

3. THAT the said firm evolved a Housing and Commercial Project on the said Land known as **“SHLOK MIRABEL”** as per the approved plan. Hereinafter referred to as the Said Scheme.

4. That THE PURCHASER/S doth hereby covenant with the rules regulation of the scheme in general or after getting necessary information of the scheme and the purchasre by himself or though the professionals had verified the titles deeds and titles to the said Unit or approved plan, specifications, design, detailed drawings, areas, details for the loan, payment terms, locations, legal papers of the property and had found the same is clear and marketable and free from any charge or encumbrances and he or she is fully satisfied with the same. THE PURCHASER/S herein has requested the vendor to convey the said Flat No. admeasuring sq. yds. equivalent to sq. mts. of Carpet Area (As per Plan Pass by AMC sq. mts. Built Up Area) on Floor in Block together with sq. mts. of undivided Share of land in the said Land of the scheme/project known as **“SHLOK MIRABEL”** constructed on the said land (hereinafter referred to as **“The Said Property”**) unto THE PURCHASER/S by executing this Deed of Conveyance on Sale in pursuance of the aforesaid premises and in consideration of the sum of **Rs./-** in words **Rupees** **Only** to the Vendor on or before the execution of these presents.

5. That THE PURCHASER/S has requested the Vendor to convey the said Property by executing this Deed of Conveyance for which the Vendor has agreed, being these presents :

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT :-

(1) In pursuance of the said sale deed and in consideration of the total sum or consideration of **Rs./- (Rupees only)** paid by THE PURCHASER/S towards the said property to THE VENDOR on or before the execution of these presents by THE PURCHASER/S to THE VENDOR as per payment schedule set out herein below mentioned (the payment and receipt whereof THE VENDOR doth hereby admits and acknowledges and of and from the same and every part thereof doth for ever acquit, release and discharge THE PURCHASER/S), THE VENDOR doth hereby grant, sell, assign, release, convey and transfer unto THE PURCHASER/S for ever ALL THAT piece or parcel of the said property (which property is more particularly described in the Schedule hereunder written) belonging to or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed by THE VENDOR or reputed or known as part and parcel or members thereof or to be appurtenant thereto AND ALSO together with all other rights, title relating to the said Property or any part thereof AND ALL the estate, right, title, interest, use, inheritance, property, benefit, claim and demand whatsoever, both at law and equity of THE VENDORS into or upon the said Property or any part thereof TO HAVE AND TO HOLD the said Property or any part thereof hereto granted, sold, transferred, conveyed, released and assured or intended so to be with their rights, titles, interest and appurtenances UNTO and to the use and benefit of THE PURCHASER/S, forever subject to payment of rents, taxes, assessments, rates and duties in relation to the period from the date of the execution hereof and which may hereafter be assessed or chargeable

upon the same or which may from the date of these presents become payable in respect thereof to the municipal corporation and also to the State of Gujarat or Central Govt. body or bodies. THE VENDOR has already paid such taxes, assessments, rates and duties pertaining to the said Property for the period prior to the execution of these presents. THE PURCHASER/S has/have paid consideration towards the said property to THE VENDOR as below.

Payment Schedule

Amount	Particulars
Rs..... /-	Rupees only paid by purchaser by Cheque No. ofBank, Branch dated.....
Rs..... /-	Rupees only paid by purchaser by Cheque No. ofBank, Branch dated.....
Rs..... /-	Rupees only paid by purchaser by Cheque No. ofBank, Branch dated.....
Rs...../-	Total Rs. Only.

(2) AND THE VENDOR represented by and its respective partner, executors, successors and assigns covenant with THE PURCHASER/Ss that notwithstanding any act, deed, matter, or thing whatsoever by THE VENDOR or any person or persons lawfully or equitably claiming by from through under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary THE VENDOR represented by, now hath for

themselves good right, full power and absolute authority to grant, sell, convey, transfer, release and assure the said Property hereby conveyed granted, sold, released or assured or intended so to be UNTO and to the use of THE PURCHASER/S in the manner aforesaid. AND THE VENDOR has today put THE PURCHASER/S in actual possession of the said property. THE PURCHASER/S shall and may at all times hereafter peacefully and quietly enter upon or occupy, possess and enjoy the said Property hereby conveyed, granted, sold, transferred and assured with its appurtenances and receive the rents, issues, profits and benefits thereof and of every part thereof to and for their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by THE VENDOR or any person or persons lawfully or equitably claiming or to claim by from under or in trust for them AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by THE VENDOR well and sufficiently saved, defended and kept harmless and indemnified of and from against all former and other estates, titles, charges, encumbrances whatsoever either already or hereafter made executed, occasioned or suffered by THE VENDOR or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them. AND FURTHER that THE VENDOR and all persons having lawfully or equitably claiming any estate, right, title or interest at law or in equity whatsoever in the said Property hereby granted conveyed transferred and assured or any part thereof by from under or in trust for THE VENDOR, and his respective heirs, executors, successors and assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of THE PURCHASER/S do and execute or cause to be done and executed all such further and other acts, deeds, things, evidences, conveyance and assurances in law whatsoever for the better and more perfectly and absolutely assuring the said Property and every part thereof UNTO and to the use of THE PURCHASER/S in the manner aforesaid as shall or may be reasonably required by THE PURCHASER/S, and their respective heirs, assigns and successors in titles or assignee or their

counsel in law for assuring the said property and every part thereof hereby granted conveyed, transferred and assured unto and to the use of THE PURCHASER/S in the manner aforesaid.

(3) THE VENDOR has also assured THE PURCHASER/S that, THE VENDOR and/or any have not created any charge or encumbrance of whatsoever nature in or upon the said Property or any part thereof in favour of any person / Bank / Financial Institution and the said Property is absolutely free from any charge of encumbrances. Further, the said Property is also free from any litigations of whatsoever nature and no suit or proceedings of any kind in respect of the said Property is/are initiated and/or pending in any of the courts or government office/s or authorities. THE VENDOR has also assured THE PURCHASER/Ss that the said Property is not a subject matter of any acquisition, requisition or reservation or any litigation. THE VENDOR has not agreed to transfer the said Property or any part thereof to anyone else nor THE VENDOR has entered into any type of agreement or writing for transfer of the said Property to anyone else. THE VENDOR and/or any has / have not obtained any solvency on the said Property nor it has become guarantor/s of any one on the said Property.

(4) THE VENDOR has executed the conveyance deed in favour of THE PURCHASER/S and THE PURCHASER/S has/have specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with THE VENDOR as follows :

- (A) That THE PURCHASER/S shall not be allowed to change the Number of the said property.
- (B) That the construction work of the scheme has been done as per the given specification and Purchaser shall not be allowed to make alteration or modification in the said scheme or its specification.

- (C) THE PURCHASER/S hereby declares that the construction of the said Property and the said Project-Scheme in general is in accordance with the plans, specifications and design and detailed drawings seen and approved by him/her/they with additions, alterations or modifications made therein as requested and/or approved by THE PURCHASER/S. THE PURCHASER/S hereby confirms and records that he/she/they has fully satisfied with work executed by THE VENDOR and its all agencies. Further, THE PUCHASER declared that he/she has verified all the work done like flooring, Bathroom sanitary and plumbing, all electrical fittings all doors and windows, kitchen platform with the experts and satisfied with the same and he/she/they has no complaint or grievance for the materials used and work done in the Said Property and the said Project-Scheme in general.
- (D) That THE VENDOR shall have absolute authority to make change modification or alteration in the said scheme in general or in particular with respect to any part thereof or with respect to rights or obligations of THE PURCHASER/S, such changes or modifications or alterations shall be binding upon THE PURCHASER/S.
- (E) That THE PURCHASER/S shall except owners of the shop should not be allowed to park his/her/their vehicle in open space before the shops of the said scheme. However, the owners of the shops shall be allowed to park their vehicles in front of the space available to their shops and they shall not be allowed to park their vehicle in the basement parking area and common areas.
- (F) That the common amenities and facilities of the scheme shall be utilized or enjoyed by purchaser/s with the other members of the said scheme and THE PURCHASER/S shall not have any power or authority to dispute, challenge or take objection for the same.

- (G)** That THE PURCHASER/S shall not cover nor shall put up any other temporary or permanent construction or shall not make any obstruction or infringement in the common open space or common area of the said scheme.
- (H)** That THE PURCHASER/S shall not throw dirt, garbage or other refuse from the Said Flat or any part of the building such as common area or common amenities of the scheme.
- (I)** THE PURCHASER/S shall not do anything which may cause damage or which may cause damage or weaken the walls or structure of the building, Similarly, THE PURCHASER/S shall not dig up in basement area, common open area or in margin area which may cause damage to existing sewer, drainage or water line or electric line or other lines of the scheme and if Purchaser fails to do so than Purchase shall be liable for the same and THE PURCHASER/S shall have to bear the expenses or legal responsibility for that act.
- (J)** That THE PURCHASER/S shall not store any explosive goods or articles in said Property.
- (K)** That THE PURCHASER/S shall use the said property for residential purpose only and shall not use the said property for any business or commercial activity.
- (L)** That Upon execution of sale deed or possession of the said Property being delivered to THE PURCHASER/S, he/she/they shall have no claim against THE VENDOR in respect of any natural calamity such as landslide, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity or any acts, events, restrictions beyond the reasonable control of THE VENDOR, THE PURCHASER/S shall indemnify to bear the expenses cause to

him/her/them or he/she/they shall not dispute or raise any objection for the same.

- (M) THE PURCHASER/S shall pay on time the rates, taxes of Ahmedabad Municipal Corporation, UGVCL/Electric Company or any other Govt. or local body from the date of this sale deed.
- (N) The scheme shall always be known as “**SHLOK MIRABEL**” and this name shall not be changed in future by THE PURCHASER/S.
- (O) It has been agreed that if any changes, modifications or alterations are effected by THE VENDOR in the scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of THE PURCHASER/S, such changes or modifications or alterations shall be binding upon THE PURCHASER/S and THE PURCHASER/S shall not raise any dispute or objection for the same in present or in future.
- (P) That THE PURCHASER/S shall only be entitle to use the common areas of said scheme such as Common open space, bore well, water thanks, common parking, stairs, passages, Lifts, Garden, terrace, lobbies, roads, common open plot etc. Provided by THE VENDOR in said scheme.
- (Q) That for the effective management and maintenance of all common open Land, common amenities and common facilities of the said scheme, the service society shall have to be formed and THE PURCHASER/S along with the other Purchasers of the units in the said scheme shall become member of that the service Society. This is the essence condition. THE PURCHASER/S alongwith other purchaser shall have to obey the bye laws, rules and regulation, resolutions etc. of the said service society.

5. All the expenses of this sale deed such as stamp duty, registration charges, typing fees, advocate fees and all other out of pocket expenses in respect of these presents has borne and paid by THE PURCHASER/S only.
6. THE PURCHASER/S before purchasing the said Property has verified himself/herself/itself about the title of the Said Land/ Project/ Said Property and being satisfied with the title THE PURCHASER/S has agreed to purchase the said Property in his/her/their favour and he/she/it shall not be entitled to further object and no requisition or objection shall be raised in any matters relating to the same.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands on the day and year hereinabove mentioned.

-. THE SCHEDULE ABOVE REFERRED TO :-

ALL THAT Piece & Parcel of Flat No. admeasuring sq. yds. equivalent to sq. mts. of Carpet Area(As per Plan Pass by AMC sq. mts. Built Up Area) on Floor in Block “.....” together with sq. mts. of undivided Share of land in the said Land of the scheme/project known as “**SHLOK MIRABEL**” constructed on non agriculture land bearing Final Plot No. 20 admeasuring 2246 sq. mts. given for Revenue Survey No. 25 admeasuring 1214 sq. mts. and Revenue Survey No. 29 admeasuring 2529 sq. mts. which comprise in T. P. Scheme No. 32 lying and being at mouje Gota, Taluka – Ghatlodia Registration Sub District Ahmedabad-8 (Sola) and District Ahmedabad together with right to use common Development bounded as follows; that is to say, on or towards :

East by :

West by :

North by :

South by :

M/s. Shlok Realty a Partnership Firm

through its authorized partner
MR. RAVINDRAKUMAR RAMABHAI PATEL
(The Vendor)

In the presence of
1. _____ 2. _____

Schedule under the section-32/A of Indian Registration Act

M/s. Shlok Realty a Partnership Firm
through its authorized partner
MR. RAVINDRAKUMAR RAMABHAI PATEL
(The Vendor)

Mr.
(THE PURCHASER/S)