

≈≈≈ SALE AGREEMENT≈≈≈

Registration District Ahmedabad and Sub District Ahmedabad- 04 (Paldi), Taluka Sabarmati, Moje:Paldi, TP Scheme No -21 (Ambawadi), its Allotted Final Plot No:270 admeasuring 669 sq mt. The Agreement for sale is without possessionof the property mentioned in the appendix to this agreement for sale is one of the flats built on the land known as "Pradhyuman Park."

Party of the First Part:

On behalf of and from Pradhyuman Park.

(1).....

(2).....

Above both are registered power of attorney holder of

- (1) Samir Subhashbhai Trivedi, Address – Flat No - 01
- (2) Anilkumar Jadavjibhai Pandya, Address – Flat No –02
- (3) Dineshchandra Odhavjibhai Patadia, Address – Flat No – 03
- (4) Nitaben Dineshchandra Patadia, Address – Flat No – 04
- (5) Rashilaben Anilkumar Pandya, Address – Flat No – 05
- (6) Kaushikkumar Babulal Modi, Address – Flat No – 06
- (7) Shantaben Ratilal Patel, Address – Flat No – 07
- (8) Shantaben Ratilal Patel, Address – Flat No – 08
- (9) (A) Ketanbhai Jagatkishor Raval, Address – Flat No – 09
(B) Umaben Ketanbhai Raval, Address – Flat No – 09
- (10) Rinaben Kalpeshbhai Rajput, Address – Flat No – 10
- (11) Urviben Vipulbhai Goshwami, Address – Flat No – 11
- (12) (A) Suryaben Vikrambhai Parekh, Address – Flat No – 12
(B) Dhaval Vikrambhai Parekh, Address – Flat No – 12
(C) Niyatiben Vikramkumar Parekh, Address – Flat No – 12

Address : Pradhyuman Park, Nr. Tapas Elegance, Bh. GanthiyaRath,
Nehrunagar Circle, Ambawadi, Ahmedabad – 380006.

In the present deed, above mentioned parties are addressed as First Party or Vendor. First Party or Vendor includes society, its office bearers, current members and their guardians, successors, assignees, executors etc. Hereafter, they are addressed as First Party or First Part or Vendor or first sided.

Party of the Second Part (Purchaser):

.....
Pan Card No :.....
Address:.....

In the present deed, above mentioned parties are addressed as Second Party or Purchaser. Second Party or Purchaser includestheir guardians, successors, assignees, executors etc. Hereafter, they are addressed as Second Party or Second Part or Purchaser or second sided or Allottee.

Party of the Third Part (Developer or Confirming Party):

On behalf of and from Hiradhan Procon an authorized partner of the firm

Dinesh Kumar Khetabhai Patel
Pan Card No: AAPFH 5883 F (Hiradhan Procon)
Adult, Religion - Hindu,
Address : 305, Vraj Valencia, Fr. CK Patel Farm, Nr.Astha Home,
Science City Road, Sola, Ahmedabad-380060.

In the present deed, above mentioned parties are addressed as Third Party or Confirming Party or Third Part or Builder. It includes their present and upcoming partners of the firm, guardians, successors, assignees, executors etc. Hereafter, they are addressed as Third Party or Third Part or Builder or developer or third sided.

Appendix - Description of the Property

All That piece and parcel of freehold Non Agriculture Land bearing Final Plot No. 270 admeasuring 669=00 Sq. Mtrs of TPS No : 21 (Ambawadi) allotted in lieu of Mouje Paldi of Taluka Sabarmati in the Registration District of Ahmedabad and Sub-District Ahmedabad-04 (Paldi) as rights to use common amenities and facilities and undistributed rights, details of which are as follows.

Other details of this flat are as follows.

Name	.....
Floor - Flat Number	.....
RERA Carpet area	.....
Wash area	.....
Balcony	.....
Unit Built up Area	.....
Undivided Land In Total Land	.....

The details of the land and the said property are as follows.

TP-21(Ambawadi), FP-270		Flat Number-.....	
On the North By	TP Road	North By	.....
On the South By	FP No - 264	South By	.....
On the East By	FP No - 269	East By	.....
On the West By	FP No - 271	West By	.....

DESCRIPTION OF CONSIDERATION

DATE	BANK	BRANCH	CHEQ/RTGS/TDS	AMOUNT
TOTAL.....RUPEES ONLY				

Henceforth

- A. Whereas, the name of PRADHYUMAN PARK and said land is the owner of non-agriculture land bearing F.P. No. 270, T.P.S. No. 21 (Ambawadi) admeasuring 669=00 Sq.mt. of Moje Paldi, Taluka Sabarmati, District Ahmadabad. Hereinafter referred to as the said Land.
- B. Whereas, the Land purchased of said property dated on 01-03-1974 bearing registered sale deed no 2101 & 2102 at registrar office. The original land owner constructed 12 flats. The construction of flats was carried out about 40 year and therefore all the flats were quite old and construction was in damaged condition and it was likely to collapse at any time. The original owner was sold their flats and at present flat holder had decided to re-developed the said project.
- C. Whereas, the owners had decided to demolish all the 12 flats and further decided to construct 20 new flats and to give work of re-development to the reputed and experienced builder. After end of mature discussion, necessary resolution was passed in the general meeting with owners in favour of "HIRADHAN PROCON" dated on 18-02-2022.
- D. Whereas, as per the said re-development agreement, the party of the third part was required to construct one block, each consisting of 20 flats, out of which 12 flats are agreed to be given to the exiting members of the owner and the rest of 08 flats are allowed to be kept with the builder. Party of the third part hear in with right to sell the same and to get the proceed thereof and to use and utilize the same as per desire of the party of the third part.
- E. Whereas, on the said land the plan for construction of flats is sanctioned by Ahmadabad Municipal Corporation dated on 30-11-2021 as per CASE No: BLNTS/WZ/240323/CGDCRV/A7202/RO/M1, RAJACHITHTHI No. 08542/240323/A7202/RO/M1.
- F. Whereas, the party of the first part has executed registered development agreement in favour of the party of the third part dated 13/06/2023 on and same is registered with Sub Registrar- 4 (Paldi) Ahmedabad, Serial Number : 9222

Sale Agreement – HiradhanProcon ~ 6 ~

- G. Whereas, the said project is duly registered with RERA Authority as per Registration Number - PR/GJ/AHMEDABAD/AHMEDABADCITY/ AUDA/ RAA..... dated on
- H. The developer hereby declares that the floor space index available as on date in respect of the project land is 1202.85 sq. mt. only and developer has planned to utilize Floor Space Index of 1804.27 sq.mt. by availing of TDR or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to development Control Regulation, which are applicable to the said project. The developer has disclosed the Floor Space Index of 1692.60 sq.mt. as proposed to be utilized by him on the project land in the said land project and the second party has agreed to purchase the said unit based on the proposed construction and sale of unit to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Developer only.
- I. The term of this Agreement of Sale is fixed of 24 months from the date of signing this agreement.
- J. The third party will have to hand over the possession of the finished flat to the second party by the date of 31-12-2025
- K. The second party has visited the scheme and contacted the third party and sought information regarding on which floors of the site, the property is yet remained to be sold. The developer passed that information to the second party. The second party informed to the third party that he wanted to buy the property as per his choice and then there were negotiations and meetings between the parties regarding the value of the property and with the mutual understanding, both the parties agreed and the lump sum price of the property.....rupees was determined accordingly. The said price also includes the price of the balcony and wash area and accordingly the second party had booked the said property with the developer and the developer has the sole and exclusive right to sell the said property as well as make necessary agreements and get the sale amount.

***** Other Details *****

01. The second party has paid the amount of consideration as mentioned in description of consideration to the third party with the consent of the first party and nothing has been paid to the first party under this sale deed.
02. The second party has personally visited the said site of the third part and also checked the quality of construction. The second party has got inquired about the said land regarding rights and title clearing by a legally authorized person. The first party has made the agreement with the third party regarding the land development. The representative of the third party has showed and explained the N.A. Order, Plan Sanctioned Copy and Rajachiththi to the second party. The photocopies of above mentioned documents have been handed over to the second party. The representative of the third party has successfully explained to the third party regarding the common facilities like electricity, water, sewerage, lift, parking etc. and also the materials used in the said scheme such as cement, bricks, grit, gravel, hardware, sand, doors, CP fittings, sanitary ware, complete information about granite, tiles and its size, color, water proofing etc. and complete information about unit size and its undivided share of land and construction cost of common facility as well as time limit for payment of total cost given. And so the second party has booked the flat in the said scheme willingly and voluntarily on the condition of following all the rules and regulations of the society and the second party will have no objection, claim or dispute for the same.
03. The photocopies of approved layout plan, key plan, building plan, elevation plan, N.A. Permission, Old Document, 7-12, HakkPatrak No. - 6, Necessary Order or Permission, Loan Papers, Receipt of Tax Payment on Land Revenue Act, Title Clearance Certificate, Search Report Copy has handed over to the second party by the developer. The second party has got scrutinized all the mentioned documents by the advocate, solicitor or legal expert and with complete satisfaction, the second party has booked the said property from the developer.
04. The second party has got scrutinized the materials and equipment used in the said scheme by the architect and engineer. The second party has been fully satisfied in that regard. The second party has deliberately decided to purchase the property from the developer.

05. The developer has to abide by and implement any conditions and restrictions imposed by the competent authority while approving the plan in the said scheme and by completing the construction of the said scheme by implementing accordingly, the B.U. Permission or completion certificate is to be obtained by the developer.
06. Carpet area of the said property includes the inside walls and the usable area of the said property. The outer walls are not included in carpet area, balcony, wash area and open terrace.
07. There is any change in the carpet area after the B.U permission has been issued, the second party has to pay to the developer if the measurement of the carpet area is more than 3%. In the case of the less than 3 %, the developer has to pay to the second party. According to the existing orders of the Reserve Bank of India, in addition to the Marginal Cost of Lending Rate (MCLR) at the rate of two per cent (MCLR + 02%) with simple annual interest, the third party has to repay to the second party within 45 days.
08. All the terms and conditions set forth in this Agreement and the laws applicable to the Government from time to time are and will be strictly adhered to by both the parties.
09. The second party has to pay service tax, value added tax, GST of the said property. Except of these charges no other charges is included in the said property. If in case of additional tax or charges laid by the central or state government or any private agency, the second party has to pay the tax or charges without any complaints or delay. The first charge of the said property will remain to the third party till the second party pays all the amount.
10. The construction of the said property shall be completed according to the lay out and building plan and there will be no change in the specification. Even though, the need for the change in the specific plan may arise for the betterment of the building and the members of the said property, the third party has the right for the same.
11. The said scheme shall be completed by a third party within the prescribed period and B.U. Permission has to be applied for, but due to government resolutions, circulars or new laws, the time to complete the construction may be extended or due to the administrative work of the Ahmadabad

Municipal Corporation, if there is delay in getting B.U. permission, the second party shall not make any complaint for the same.

12. The third party will have to complete the construction and take possession of the finished flat within the period specified in this agreement but if in any case of non-availability of goods, natural or man-made disaster, lockdown by the government, riot or any litigation, the delay in completion of the project is reasonable. In such case, the second party cannot make any complaint or demand the extra payment for the same.
13. In addition the sale price of the said property has to be paid by the second party to the third party on time and if the second party cannot pay the outstanding compensation on time then the third party will be entitled as shown below in this agreement. If the second party cannot pay the outstanding sales compensation amount, the third party is and will be entitled to cancel the agreement as follows.
 - (a) The third party has to inform the second party regarding the cancellation of the agreement of sale in written form within 30 days through the registered address or email. If the second party cannot pay the due amount within the stipulated time, the agreement of sale automatically be declared as cancel.
 - (b) If the contract is canceled due to the omission of the second party, 20% of the amount will be deducted as cancellation charges and the remaining 80 % amount shall be paid to the second party when a new buyer shall book and pay for the same.
 - (c) In order to cancel the said agreement of sale, the second party has to appear before the Sub-Registrar and cancel the agreement of sale. The second party has to accept the rules and regulation of the cancellation of the agreement of sale by the third party. In case of cancellation of agreement of sale, the third party can sell the said property to anyone. In this case, the second party cannot make any complaint, dispute or lodge case against the third party for the same.
 - (d) Despite giving notice to the second party, if the second party does not appear personally or does not respond to the notice or cancel the contract before the sub-registrar, on behalf of the second party, the third party shall cancel the agreement of sale and the second party has to accept the cancellation of the agreement of sale.

- (e) In case of cancellation of the agreement of sale of the said property, the registration fee of 1% of the sale price shall be paid by the second party to the Registrar's Office.
14. The second party has to pay the due amount after the issuing the B.U. permission. If the second party cannot pay the due amount in the due time, they are supposed to pay the maintenance charges of the society after getting B.U. permission. The third party has not to pay any maintenance charges of the society of the non booked or unsold property.
 15. In addition, if the second party is a non-citizen of India, then the second party shall have full responsibility for compliance with the Foreign Exchange Management Act, 1999 and the Reserve Bank of India. All approvals for the sale of the said property must be obtained by the second party. If there is any omission or defect in obtaining the said approvals, there will be no liability of first party or third party.
 16. When purchasing the said property, the second party shall seek advice from his chartered accountant, legal adviser or legal expert regarding the said property and payment of the said compensation and accordingly the government tax or TDS. The second party will have to pay for the same.
 17. If the second party shall pay the amount of the property from other's bank account, in such case, the other party cannot make any claim for the said property. If the Income Tax department shall issue any notice to the other party in future for the same, in such circumstances, the third party shall not be responsible or answerable. Must show in accordance with the law and enforce all the rules and regulations of the Income-tax Act and if in any case the notice under the Income-tax Act is served or the said property is attached under the Anonymous Act, the entire liability shall be borne by the second party.
 18. The third party has to obtain the B.U. permission from the concerned authority. After issuing the BU permission, the third party shall issue a notice regarding the due payment to the second party, and the second party has to pay the due amount within the 7 days to the third party. If the second party cannot pay the due amount within the said 7 days, the second party has to pay interest as per MCLR + 2% on the amount. Similarly, if the third party cannot obtain the BU permission within the

said time period, the third party has to pay MCLR + 2% on such paid amount.

19. If any structural defect or any defect in the provision of workmanship, quality or service in the said property or in the said building comes to the notice of the second party during the five year period of handing over the possession of the said property to the second party. If such defect is to be repaired and it is not possible to rectify such defect, the second party shall be entitled to get compensation for such defect from the third party as per the provisions made in this regard but for which the third party cannot be held responsible or any structural defect which is beyond the control of the developer. The developer will not be liable to pay compensation in the case of damage by the using of drill machine or any damage has been done using a breaker.
20. All the common areas and common amenities of the said property shall be in the possession of the unilateral society. The third party will have rights for the undivided land, common terraces, basements, parking area, common staircases, margins, elevators, bore, underground and overhead water tanks, road lands, passages, outside elevations, etc. According to the rules and regulations of the said society, every member of the society shall be fully responsible for the maintenance or administrative expenses as determined by the committee members of the society and if such amount is not reimbursed, the committee members of the society shall be entitled to close all common facilities.
21. All taxes and levies, of the said property are to be paid by the second party after the date of sale deed.
22. If any provision of this Agreement is determined to be repealed or made unenforceable under the aforesaid Act or the rules and regulations enacted thereunder or second applicable laws, such provisions shall be amended or Shall be deemed void and the remaining provisions of this Agreement shall be valid and enforceable in the same manner as they were applicable at the time of the execution of this Agreement.
23. Whenever any of the conditions set forth in this sale Agreement are to be interpreted, the only interpretation thereof is that this Draft is in accordance with the Real Estate Regulation and Development Act 2016 and the Gujarat Real Estate Regulation and Development Act of the Gujarat Rules 2016 and 2017. If it is against the provisions, it is not to be considered in such circumstances and the condition is that such text is to be considered, understood and believed to be canceled or canceled from the very beginning.

24. Any condition subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and the Gujarat Rules 2016 and 2017 Gujarat Real Estate (Regulation and Development) General Act in this Banakhat Agreement and subject to the provisions of the Act. When it comes to attention, the parties have to read, understand and comply with this binding agreement by amending it accordingly without any dispute or dispute.
25. Any dispute between the parties to this agreement for saleshall be settled amicably. If a dispute cannot be resolved amicably, it must be referred to the Real Estate Authority under the provisions of the Real Estate Regulation and Development) Act, 2016 and the rules and regulations enacted under it.
26. Hence, the second party has assured the first party and the third party as follows that
 - (a) The second party has paid the amount as mentioned in the consideration to the third party. The receipt of the payment has been issued to the second party by the third party. The paid amount has to be considered in the sale deed. The due amount as mentioned in this agreement of sale has to be paid to the third party.
 - (b) No property of a hazardous, flammable or hazardous type or heavy as to cause any damage to the building or the surrounding property or the construction of the property or the structure or any such goods shall not be kept in the said property after the transfer of possession of the said property. Any person who commits such an act may be liable to suffer the consequences of such breach, even if the concerned local or secondauthority has an objection to keep it and there is a possibility of damage, including the door of the building where the stairway passages or unit is located. Will happen.
 - (c) The second party cannot give the said property on rent, sub-rent or transfer any part of the property to anyone until the second party has paid in full the amount to the developer as perthe agreement. The second party will not be able to entrust it to anyone else for his own personal gain or interest.

(d) The second party will have to pay compensation to the third party as per the following steps.

Before this agreement	10% of the total cost
At the time of agreement for sale	30% of the total cost
After completion of construction up to plinth level	45% of the total cost
Construction of R.C.C slab of the building where the unit is located	70% of the total cost
The interior wall plaster of the said unit	75% of the total cost
Completion of sanitary fittings, stairs, floor level where the unit is located	80% of the total cost
The terrace with exterior plaster, elevation, waterproofing of the building where the unit is located	85% of the total cost
The building where the unit is located, water pumps, electrical connections and environmental requirements	90% of the total cost
When the possession of the finished flat is handed over by documentation	100% of the total cost

(e) The second party has to take the membership of the society of the said property and has to follow its rules and regulations. The amount of maintenance deposit is to be paidby the members whenever it is collected or increased in future.

(f) The second party has borne the expenses of stamp duty, registration fee, lawyer's fee, typing expenses, miscellaneous expenses etc. When it comes to paying the missing stamp duty, all the expenses will have to be borne by the second party.

(g) The said property shall not in any way be transferred or assigned to any otherperson on the basis of this agreement of sale.

27. The third party has assured the second party that as follows....

(a) The developer has the net and salable rights of the land of the said scheme as disclosed in the title report and also the necessary rights to develop the land of the said scheme as well as the developer has

actual and direct possession of the land of the scheme for implementation of the scheme.

- (b) The third party has not in any way transferred, assigned, sold, or rewarded to any other person before selling the said property to the second party.
- (c) The developer has the legal rights and approvals obtained from the competent authorities to develop the scheme and will obtain the approvals required from time to time to complete the scheme.
- (d) All the approvals given by the competent authority regarding the scheme land and the building to be constructed on the scheme land are valid and ongoing and have been obtained following due process of law. The developer has complied with all the applicable laws relating to the land of the scheme and the building and common area.
- (e) The developer reserves the right to make this sale of agreement and has not committed any act or activity which may cause any harm to the rights and interests of the second party.
- (f) If the developer fails to abide by the time schedule for completing the project and handing over the said property to the second party, the developer agrees to pay to the second party, who does not intend to withdraw from project with interest, which not more than RBI MCLR+2% per annum, on all the amounts paid by the second party for every month of delay till the handing over of the possession. The Allottee agrees to pay to the developer interest which not more than RBI MCLR+2% per annum on all delayed payment which become due and payable by the Allottee to the developer under the terms of this Agreement from the date the said amount is payable by the Allottee to the developer.
- (g) The construction of the said scheme has to be modified in accordance with the policies of the Government from time to time. The developer can modify the scheme according to the policies of government.
- (h) The developer has to use the materials of flooring, sanitary fittings and lifts etc. as mentioned in the annexure but in case if such kind of material is not available in the market, the developer can use the same or superior material for the same.

28. The first party and the third party have assured the second party as follows that...

- (a) There is no pending claim on the land.

- (b) There is no sale agreement, development agreement or any kind of agreement with any other person regarding the land and the building or any part of it under this scheme, which may in any way affects the property rights of the second party.
 - (c) The first party and third party declare that no notice has been received or served by the Government or any local body or authority under the Government Order or Notification regarding the land and of the said scheme.
 - (d) The first party or the third party shall not be able to mortgage the said property after agreement of sale and if the first party or the third party shall do the same, it may not affect the rights of the second party.
 - (e) No one has any share, right, interest, claim, burden or alimony except the first and the third party in the said land.
 - (f) The said property or any part thereof it is not seized by the order of any court or government office. No lawsuit has been filed in any court or office regarding the said property and no prohibition order has been issued by any court or office not to sell or sell the said property to anyone.
 - (g) If the second party pay all the due amount of the said property, even though the first party and the third party shall not make the agreement of sale to the second party, the second party can go for the specific performance claim and can make sale deed in favour of second party.
 - (h) After the signing of this agreement of sale, the first party and third party shall not mortgage or impose any burden on the said property and if any such burden shall be incurred, such burden shall be borne by the other party in spite of any provision in the law applicable for a temporary period. It will not affect the rights and interests of the second party.
29. In case of issuing the notice, the second party or the third party has to send the notice to the following address or mail id. Notices issuing in this way shall be considered as received by both the parties. Any change in the mentioned address after the signing of this Agreement shall be

reported by the parties to each other by registered post AD and if they do not do so, all letters and messages sent to the above address shall be deemed to have been received by the second party and the third party.

Name of the Second Part:.....

Address of Second Part:.....
.....

E-mail ID of Second Part :

Name of third part : "HiradhanProcon"
Address of third part : 303, Vraj Valencia, Fr. C.K. Patel Farm,
Nr.Astha Home, Science City Road,
Sola, Ahmedabad
E-mail ID of third part : hiradhanprocon@gmail.com

- 30. In case of more than one member in the second party, the developer shall send all the messages, letters or notices only to the first member of the second party. This shall be considered that all the members have received the same.
- 31. The jurisdiction of this agreement of sale shall be the City of Ahmadabad.
- 32. Copies of all the annexures given below to the second party.
 - Annexure-A
 - 1. Approved plan
 - 2. Rajachiththi
 - Annexure-B
 - 1. RERA certificate of the project
 - Annexure-C
 - 1. Unit floor plan
 - 2. List of unit specifications
 - 3. List of amenities.

We, the first party, the second party and the third party have read this agreement happily and intelligently, in a conscious state and in a healthy state. Which is and will be accepted, approved and binding on all of our lineage, guardians, inheritance and all members etc.

Today, in the place of the city of Ahmadabad, this article has been written onthe day of the month of 20

On behalf of and from Pradhyuman Park

(1)

.....

(2)

.....

On behalf of and from HiradhanProcon authorized partner of the firm
DineshkumarKhetabhai Patel

.....

He has done in the presence of two witnesses who signed under his signature.

(1)

(2)

Appendix as per Section 32 (a) of the Registration Act

On behalf of and from Pradhyuman Park	Photograph	Left thumb
(1) (2).....		

Party of the Second Part (Purchaser)	Photograph	Left thumb
(1).....		

Party of the Third Part (Confirming party)	Photograph	Left thumb
HiradhanProconon behalf of its partners: DineshkumarKhetabhai Patel		