

SALE DEED

Sale Deed of **Rs.**_____/- (**Rupees** _____ **Only**)
towards considerations of Residential Unit No. _____ on _____ Floor
together with the appurtenant undivided portion of the land admeasuring
_____ **sq. mtrs.** & Built-up area of the said Residential Flat admeasuring
_____ **sq. mtrs.** in the building known as “ **V. N. GREENS** ” situated on
the land bearing Survey No. 391 / 1 / 1, Final Plot No. 837 of WADAJ Town
Planning Scheme No. 28 admeasuring 1427 sq.mtrs. of Moje : WADAJ,
Taluka : Sabarmati, Dist : Ahmedabad in the Registration District
Ahmedabad and Sub District - Ahmedabad - 2 (Wadaj).

This Sale Deed is executed at Ahmedabad BETWEEN **M/S. UNITED DEVELOPERS, PAN No. AAEFU 2193 C** a partnership firm, having office at, 596, MOTO VAS, NAVA WADAJ, Ahmedabad, hereinafter called “ **THE SELLER** ” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said Firm, its present Partners & Partners from time to time and their respective heirs, executors, successors, legal representatives, transferees, etc.) of **PARTY OF THE FIRST PART.**

AND

(1) _____ [PAN : _____]
(2) _____ [PAN : _____]

Both Age Adult, Residing at : _____

Hereinafter called “ **THE PURCHASER** ” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include, their heirs, legal representatives, executors and successors, of **PARTY OF THE SECOND PART.**

WHEREAS -

A. PARTY OF THE FIRST PART, absolutely owns and / is otherwise well and sufficiently entitled to all that piece and parcel of non-agricultural land bearing Survey No. 391 / 1 / 1, Final Plot No. 837 admeasuring 1427 sq. mtrs. of wadaj Town Planning Scheme No. 28 of Village - WADAJ, Taluka - Sabarmati, District - Ahmedabad which is more particularly described in the Schedule - A annexed with this agreement. (Hereinafter referred to as the “ Said Land ”). PARTY OF THE FIRST PART intends to develop the said land in its entirety and in order to sell the residential accommodations, commercial shops, and other premises, and has involved a Scheme described

as “ **V.N.GREENS** ” (Hereinafter may also for short be described as “ Project or Scheme ”).

That PARTY OF THE FIRST PART hereby declare that they have perfect right, free from any defect and they have the right to transfer the said premises and they have not done any act, matter or things whatsoever whereby they are prevented from transferring or assigning the said unit to PARTY OF THE SECOND PART.

PARTY OF THE FIRST PART has declared and represented that the said property is free from all encumbrances, charges, liens, attachments, mortgages, liabilities, claims, litigations etc.

- B. The land of Final Plot No. 837 admeasuring 1427 sq. mtrs. of WADAJ Town Planning Scheme No. 28 allotted in lieu of Survey No. 391/1/1 of Village - WADAJ, Taluka - Sabarmati, District - Ahmedabad has granted Non Agriculture Use permission for residential and commercial purpose by District collector, Ahmedabad by an order passed on 12th December, 2014 under their order No. CB / JAMIN-2 / N.A / S.R. 924 / 14. Thereafter Ahmedabad Municipal Corporation has approved plans and issue a development permission on 18th February, 2016 vide Rajachitthi No. 5413 / 050515 / A 4291 / R0 / M2 & Case No. BLNTI / WZ / 050515 / GDR / A 4291 / R0 / M2 and on completion of construction work Ahmedabad Municipal Corporation had issued Building Use Permission on 19th June, 2017.
- C. The work of construction of the Said Premises is duly completed, along the work of implementation of the Said Project and amenities, facilities, services and utilities and for that Building use permission has been issued by Ahmedabad Municipal corporation.

- D. THE PURCHASER has desired to acquire a residential Unit No. _____ on _____ Floor in the said Project “ **V.N. GREENS** ” located Nr. NIRNAYNAGAR UNDER PASS, AHMEDABAD.
- E. PARTY OF THE FIRST PART has made available to THE PURCHASER about the details of the Project, permission for non-agricultural use of the land, development permission issued by AMC, Certificates of Title Clearance & all other relevant documents related to the project and gave specifications of the Said Unit, details in respect of the common infrastructure, amenities, services of / in the said Project for the common use of the premises holders to form part of the said Project. THE PURCHASER has perused, studied, satisfied, agreed and has made aware himself about the same to his full satisfaction.
- F. And whereas, THE SELLER has been made aware, by THE PURCHASER of General Terms and Conditions of the Scheme. THE PURCHASER has perused and studied the same and has agreed, confirmed and accepted the same as part and parcel of the said Agreement, with the spirit and intention that the Terms and Conditions herein are incorporated in the said Agreement verbatim, and the said Agreement at all times shall be read, understood, interpreted and implemented also with General Terms and Conditions of the Scheme recorded herein forming part thereof.
- G. THE PURCHASER has agreed to purchase from THE SELLER, and THE SELLER has agreed to sell to THE PURCHASER the Said said Unit on the mutually agreed terms and conditions which the parties hereto are desirous of reducing into writing by executing agreement, being these presents.

“ The Purchaser shall be bound by the General Terms and Conditions of the Scheme as and such terms and conditions of the scheme shall

be deemed to be the terms and conditions for sale of the Said said Unit by the Seller to the Purchaser and shall be deemed to be integral part of this Agreement.”

NOW IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS :-

The recitals above form an integral part of these presents, and are not repeated in the operative part only for the sake of brevity and to avoid repetition, and should be deemed to have been incorporated in the operative part of these presents, as if the same were reproduced herein verbatim.

1. THE PURCHASER declares that this Sale deed has been executed by the Purchaser out of their free will and consent and understanding full meaning and implications of the provisions contained herein.
2. THE SELLER has immediately before the execution hereof handed over to THE PURCHASER his / their possession of the Said Premises duly completed in all respect, and in a good, proper condition with sanitary fixtures, hardware fittings, electrical wiring and all other required facilities, services and amenities as per the plans, specifications and designs accepted by THE PURCHASER.
3. The Said Premises is part of the scheme. The same is sold to THE PURCHASER, and as per the rules, regulations, terms, conditions, provisions and stipulations of the scheme approved and accepted by THE PURCHASER at the time of Sale deed of the same, recorded in a form of agreement, approved, accepted and confirmed by THE PURCHASER, also separated recorded simultaneously with the execution hereof, and the same are treated as part and parcel hereof as if incorporated herein verbatim. THE PURCHASER, of the said scheme hereby agrees to observe and abide by the rules, regulations

and byelaws of the scheme, including the rules and regulations for use and enjoyment of the common amenities, facilities, conveniences and structures erected at the cost of all the Purchasers for their common use and enjoyment.

4. THE PURCHASER hereby declares that the construction of the Said Premises and the said Project - Scheme in general is in accordance with the plans, specifications, design and detailed drawings, seen and agreed by THE PURCHASER. THE PURCHASER hereby confirms and records that they have no complaint or grievance for the materials used in the construction of the said Premises and the said Project-Scheme in general. THE PURCHASER agrees and confirms that during the progress of the work of construction and implementation of the said Project-Scheme by THE SELLER, THE PURCHASER visited the site from time to time and took inspection of the work in progress and has satisfied themselves about the materials used therein. THE PURCHASER agrees and confirms that all inquiries made by THE PURCHASER during the progress of the work from time to time were duly and satisfactorily answered, and the particulars were given by THE SELLER and the same were verified / got verified by THE PURCHASER, and THE PURCHASER was fully satisfied about the same. THE PURCHASER was given effective opportunities to inspect and verify all facts and particulars through such person or person's expert in the subject as Purchaser desired, and all such opportunities were exploited and utilized by THE PURCHASER. It has been specifically agreed by THE PURCHASER that THE PURCHASER shall not be entitled to make any complaint or raise any dispute or grievance in the matter of the plans, specifications, design, and materials used in the construction of the Said Premises, the said Project-Scheme in general & also pertaining to the saleable area of the apartment.

THE PURCHASER, of the said scheme hereby agrees to observe and abide by the rules, regulations and byelaws of the scheme, including the rules and regulations for use and enjoyment of the common amenities, facilities, conveniences and structures erected at the cost of all the Purchasers for their common use and enjoyment.

5. THE PURCHASER hereby agrees, confirms and records that they have been given full free and complete inspection and particulars, of the relevant documents in the matter of purchase of the Said Property, relevant permissions obtained from different authorities, sanctioned plans for construction and variations in actual constructions agreed by them, Certificate of Title issued by Advocates and other agreements arrived at with different agencies in the matter of carrying out the said project scheme, all records and particulars of the said Project-Scheme including the records relating to the accounts, sale - purchase of materials, reports, records, all details and explanations requested by THE PURCHASER. THE PURCHASER has accepted, and duly satisfied themselves about the same. The same is and shall be binding on THE PURCHASER. THE PURCHASER confirms having acquitted, released and discharged THE SELLER in respect of all obligations, liabilities and responsibilities about the same.
6. The title of THE PURCHASER to the Said Premises shall be as Seller of the pro rata undivided portion of the land together with the superstructure of the premises sold to him/ them. The pro rata land area allotted to the Purchaser is _____ **sq. mtrs.** & the details of four corners and directions are as mentioned in Schedule " A ". The Built-up area of the said premises sold to THE PURCHASER is _____ **sq.mtrs.** & the details of four corners are as mentioned in Schedule "B".

7 THE PURCHASER has satisfied themselves about the title of the Said Property / Said Premises and they shall not be entitled to further investigate and no requisition or objection shall be raised in any matters relating to the same.

THE PURCHASER accepts such title; THE LAND SELLER has provided for the said land, as certified by Advocate and shall not raise any objection to or dispute the Land Seller's right, title, interest to the said land in future.

8. THE PURCHASER has no complaint, dispute or grievance regarding amounts paid by them to THE SELLER in the matter of acquisition of the Said Premises and in all matters relating to the said Project-Scheme, its common amenities, facilities and services, in general. THE PURCHASER has been given receipts for all the amounts paid by them. No payment has been made by THE PURCHASER for which no receipt has been given. THE PURCHASER has agreed that no claim for any payment made by them shall be valid unless receipt for the same is produced - issued by THE SELLER or its agent. The particulars of payment made by THE PURCHASER are as follows :-

<u>Amount</u>	<u>Bank Name</u>	<u>CHEQUE / NEFT No</u>	<u>Date</u>
Rs.			
Rs.			
Rs.	/-	Rupees	Only.

There is no other any type of consideration for sale deed of the said Premises not appearing on record, paid or agreed to be paid by THE PURCHASER to THE SELLER.

9. It has been specifically agreed that THE PURCHASER shall not be entitled for any running or final bill or estimate of construction or any other separate details or particulars of the amount paid by THE PURCHASER.
10. THE SELLER shall in respect of if any amount remaining un-paid by THE PURCHASER in the said Project-Scheme under the terms and conditions of their Sale deed shall have over all lien and charge on their Premises.
11. All and every costs, charges and expenses regarding stamp duty, registration fees, legal fees and other expenses required to be paid, spent or incurred for Sale deed and legal and proper completion of transaction of making available the Residential unit to THE PURCHASER, and relating agreement, documents, papers and writings that may be required to executed and/or registered for the purpose, shall be borne by "THE PURCHASER". Service Tax, VAT, GST and/or any other state & central taxes applicable on the said scheme shall be payable by "THE PURCHASER".
12. THE PURCHASER hereby agrees that in the event of any tax or levy, or betterment charges, stamp duty, Registration Charges or payment of similar nature being imposed by any statutory body or AMC or AUDA or other government authority before or after handing over possession of the said unit of land, the same shall be on account of THE PURCHASER and shall be borne and paid by PURCHASER. At present it is proposed Town Planning scheme in the question sale deed land, its all implications has been understood by the purchaser. In future purchaser will be binding to comply or follow its implication. Seller or Developer will not have any sort of liabilities of the same.
13. If THE PURCHASER has borrowed funds from any bank or financial institution for the purpose of construction of his said unit, THE

SELLER had extended all necessary help including providing papers and documents for complying with the legal formalities in connection with such loan, but the liability of repayment of loan together with interest, penalty etc. thereon shall be to the account of THE PURCHASER and THE SELLER shall in no way be liable or responsible in respect thereof.

14. The PURCHASER hereby agrees that THE SELLER will maintain the common amenities, facilities & services of the said scheme for 24 months from the date of obtaining of building Use the Permission (B.U. Permission) applicable apartment locational premium, AMC charges, Electric charges & legal advocate fees, receipt for the same has been produced - issued by THE SELLER or concerned recipients. Any Service tax / G.S.T. or taxes if applicable on this amount towards additional cost shall be borne by THE PURCHASER.

THE PURCHASER understands that after the first 24 months the cost incurred for maintenance of the common amenities, facilities & services of the said scheme such as electricity charges, security salary, revenue expenses etc will be paid from the fund in maintenance deposit pool collected from all member's and available in separate account of The V.N GREENS Co. Op. Housing Service Society Ltd. THE PURCHASER also agrees that if in event of insufficient fund available in The V.N GREENS Co. Op. Housing Service Society accounts than expenses towards maintenance of the said scheme will be borne by all THE PURCHASER on pro-rata basis or as decided by the Co. Op. Housing Service Society.

15. THE PURCHASER understands & agrees that he/she will only use the Common parking slots at all time & will avoid parking his/her vehicle at inappropriate locations in the said scheme. Purchaser had not paid any additional or special amount towards parking. In case

of any dispute related to parking, the decision of maintenance service society will be final and binding to purchaser.

16. THE PURCHASER is not authorized to put up any hoarding, display board for advertisement or any other element, object or matter which would destroy the elevation and/or image of the building. Similarly no alteration shall be carried out in the architectural language, elevation & exterior facade of the said scheme. THE PURCHASER hereby understands & agrees not to carry out any additions, alterations or demolition to his unit by way of construction which are likely to affect the exterior appearance, color & uniformity in elevation of the said scheme.
17. It has to be strictly noted by THE PURCHASER that he/she is not permitted to carry out any kind of changes in the plumbing work in his/her said unit or in common areas of the said scheme before or after the sale deed is executed & possession handed over.
18. THE PURCHASER hereby agrees that any decision regarding the open terrace / area of the said scheme will be solely taken by “ THE SELLER ” at appropriate time. Any decision regarding to its usage or allotment part or full will be binding to all THE PURCHASERS.
19. The Purchaser shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the Said Residential Unit or for the purpose of repair of any part of the building or the Said Residential Unit in the compound or any portion of the building.
20. The said Project-Scheme shall be subject to over-all authority and control of THE SELLER for all or every matters concerning the said Project-Scheme and all amenities, facilities and services therein, until the said Project-Scheme is fully and finally complete, till all the Premises are handed over by THE SELLER to the respective

Purchasers & all the amounts are received by the THE SELLER from the said Project-Scheme.

THE PURCHASER hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.

21. THE PURCHASER is made aware & has clearly understood that some part of the ground floor towards the main road side of the said scheme has been approved by the competent authorities for commercial use. It has to be noted that the ownership rights of the commercial unit & the front margin / land / space adjoining it will be solely with the commercial unit PURCHASER, residential unit PURCHASER, would not have any kind of right or say on the above said margin / land / space. However it has to be noted that THE PURCHASERS of the residential units will have sole right on the margin / land / space on other than front side of the said project which includes , security cabin, common plot development, the commercial space PURCHASER would not have any type of right or say on the above mentioned other than front side margin / land / space.

THE PURCHASER of residential unit agrees that he / she will not have the right for any type of objections towards the use of the commercial premises, erection of signage of the commercial premises in / on the allotted margin / space / land & display signage's on the front side elevation of the said scheme or the purchaser will not object for the electric meter of commercial premises which can be erected at appropriate location in the campus including rear wall of commercial premises, i.e. parking area of residential blocks.

THE PURCHASER of residential unit agrees that THE PURCHASER of commercial unit if required can install or erect any type of electric gadget like antenna, dish, Transmission device or server systems

with necessary cables on the terrace area of the said scheme “ **V.N GREENS** ”.

22. The Said Scheme shall always be known as “ **V.N GREENS** ” and this name shall not be changed in any circumstances.

:- SCHEDULE- “A” OF LAND ABOVE REFERRED TO:-

ALL THAT piece or parcel of land or ground, here determents and premises, located Nr. NIRNAYNAGAR UNDER PASS, AHMEDABAD situate at the land bearing Final Plot No. 837 of WADAJ Town Planning Scheme No. 28 admeasuring 1427 sq. mtrs. allotted in lieu of Survey No. 391 / 1 / 1 of Mouje - WADAJ, Taluka - Sabarmati, District - Ahmedabad & Sub-District - Ahmedabad - 2 (Wadaj) or thereabouts, and bounded as follows; that is to say, on or towards the

East by : Final Plot No : 838.
West by : 18 mtr wide T.P. ROAD.
North by : Final Plot No : 842.
South by : 18 mtr wide T.P ROAD.

:- SCHEDULE- “ B ” OF FLAT ABOVE REFERRED TO :-

ALL THAT the Residential Unit No. _____ on _____ Floor of the building known as " **V.N. GREENS** " together with undivided share in the Said Land admeasuring _____ **sq.mtrs.** or as may be fixed by the Developer and Builder (with no right to **THE PURCHASER** to claim any separate sub-division and/or exclusive possession of any portion of the Said Land), and the said construction area of the Residential Unit admeasuring _____ **sq.mtrs.** of Built-up area (_____ **sq. feet** Carpet area & _____ sq. yard Super Built - Up Area)) herewith and bounded as follows; that is to say, on or towards the :-

.. 14 ..

East by :

West by :

North by :

South by :

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seal the _____ **day of** _____ **2017** hereinabove written.

M/S. UNITED DEVELOPERS, A partnership

Firm through its authorize signatory

Akash Arvindbhai Patel

Witness :-

1 _____

2 _____

:: PROPERTY PHOTOGRAPH ::

PROPERTY POSTAL ADDRESS: V. N. GREENS, Nr.Nirnaynagar
Under Pass, Nava Wadaj,

Seller - Party of the First Part :- Ahmedabad

M/S. UNITED DEVELOPERS, A partnership

Firm through its authorize signatory

Akash Arvindbhai Patel

Purchaser - Party of the Second Part :-

:: PROPERTY PHOTOGRAPH ::

PROPERTY POSTAL ADDRESS: V.N GREENS, Nr.Nirnaynagar
Under Pass, Nava Wadaj,

Seller - Party of the First Part :- Ahmedabad

M/S. UNITED DEVELOPERS, A partnership

Firm through its authorize signatory

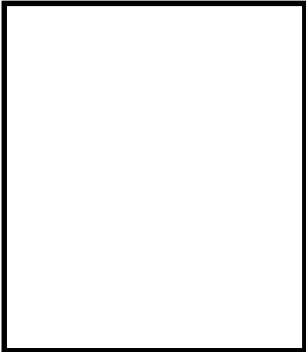
Akash Arvindbhai Patel

Purchaser - Party of the Second Part :-

ANNEXURE

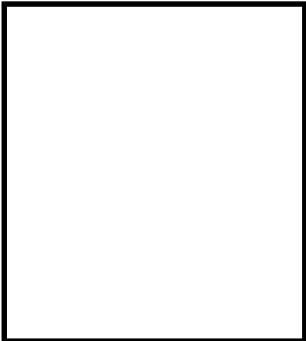
SCHEDULE AS PER SEC:- 32 (A) OF THE REGISTATION ACT,1908.

THE DEVELOPER AND BUILDER :-



**(M/S. UNITED DEVELOPERS, A partnership firm through its authorize
signatory Akash Arvindbhai Patel)**

PURCHASER :-



(1)

SALE DEED

BLOCK NO. :- " _____ "

UNIT NO. :- " _____ "

V. N. GREENS
WADAJ