

DEED OF SALE

THIS DEED OF SALE made at Ahmedabad on this
..... day of _____2020 by and between

THE PARTY OF THE FIRST PART:

“SLS REAL ESTATE PROJECT LLP”,

(PAN : ADWFS4096D)

A limited liability partnership firm,

Registered under the LLP Act, 2008

Having Identification No. AA0-3550

Represented through it's Designated Partner,

Mr. Deval Bharatbhai Patel

Hereinafter referred to as the **“Party of the First Part” or the “Owner-Developer”**
(Which expression shall mean and include the LLP, its partners as at present or from time
to time, administrators, successors, survivors, assigns etc.) of the First Part.

AND

THE PARTY OF THE SECOND PART :

Aged- ____ years, _____ by religion, Occupation-_____,

(PAN: _____),

Residing at _____

Hereinafter referred to as the **“Party of the Second Part” or the “Allottee” or the
“Purchaser”** (Which expression shall mean and include the Allottee and their heirs,
legal representatives, administrators, successors, survivors etc.) of the Second Part.

WHEREAS the Owner-Developer is seized and possessed of or otherwise well and
sufficiently entitled to all that piece and parcel of Non-Agricultural Land bearing Final
Plot no. 98/PART admeasuring 1150 sq mtrs in Final Town Planning no. 20 (Gulbai

Tekra, Final) included in City Survey, Being City Survey Office : Ahmedabad – 1, Ward: Gulbai Tekra, bearing City Survey no. 410, Gulbai Tekra Ward, situate, lying and being at Changispur(Sim), Taluka Sabarmati in Registration District Ahmedabad and Sub-District Ahmedabad – 3(Memnagar) and more particularly described in the Schedule-A here underwritten and herein after referred to as "Said Land".

AND WHEREAS, the erstwhile owner of the Said Land, (1) Vimal P Khandwala residing at 2707, 27th Floor, The Imperial, Tardeo, M.P. Mill Compound, Mumbai – 400034 and (2) Amrapali Fincap Pvt Ltd having its Registered Office at 19, 20, 21 Narayan Chambers, 3rd Floor, Behind Patang Hotel, Ashram Road, Ahmedabad 9 executed a sale deed and conveyed the Said Land in favour of the Owner-Developer, SLS Real Estate Project LLP registered at the Sub-Registrar of Ahmedabad – 3(Memnagar) bearing registration no. 4844 dated 24-5-2019.

AND WHEREAS the Collector, Ahmedabad granted NA in respect of the Said Land for multi-purpose use vide Order bearing reference no. CB/Land-1/NA/SR-3993/2019/FMPS dated 21-11-2019 as per the terms contained therein.

AND WHEREAS, the AMC/AUDA approved the plans and granted commencement letter bearing reference 02866/010719/A2623/R0/M1 dated 19-12-2019 a copy of which is annexed herewith as **Annexure-I**.

AND WHEREAS the Party of the First Part/ Owner-Developer has launched a Hostel and commercial project on the Said Land by name “SLS 1” (hereinafter referred as “**Said Project**”) having 1 block/wing with Ground plus 7 (seven) floors and 1 (One) level basement along with various common facilities in the common areas of the Said Land.

AND WHEREAS the Owner-Developer has registered the Said Project with the Real Estate Regulatory Authority at Ahmedabad constituted under the provisions of the

Real Estate Regulation Act, 2016 (Hereinafter referred to as “the **Act**”) bearing number _____, a copy of which Annexed herein as **Annexure-II**.

AND WHEREAS accordingly the Said Land is absolutely owned and possessed by the Owner-Developer and the Owner-Developer is fully entitled to develop the Said Land, enter into agreements, sale, receive consideration and/or rents or profits out of the Said Land in any manner whatsoever.

AND WHEREAS the Allottee had approached the Owner-Developer with an intent to purchase a Unit in the Said Project and accordingly the Owner-Developer has issued a Letter of Allotment dated _____ in respect of the Said Property.

AND WHEREAS the Parties have entered into an Agreement for Sale vide registration number _____ dated _____ in respect of the Commercial/ Hostel Unit bearing No. _____ admeasuring _____ sq.ft. i.e. _____ sq. mts. (carpet area) [_____ sq ft ie. _____ sq. mtrs. super built up area], on _____th Floor, and undivided proportionate share in the Said Land admeasuring _____ sq. ft. ie. _____ sq. mts. together with right to use common areas and facilities in the Said Project, hereinafter referred to as “**Said Property**” and more particularly described in the “**Schedule-B**”, at the Total Consideration price of Rs. _____/- (Rupees _____ Only) (Hereinafter referred to as “**Total Consideration**”) including the proportionate price of the common areas and facilities appurtenant to the Said Property at the terms and conditions stated thereunder, registered at the office of Sub-Registrar of Ahmedabad – 3 (Memnagar) bearing registration no. _____ registered on _____.

AND WHEREAS “carpet area” herein means the net usable floor area of a building, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.”

AND WHEREAS the Party of the Second Part has inspected all the documents, compliances, permissions, orders, layout plans, sanctioned plans, Title report, Title Certificate, designs and specifications and such other documents as specified under the

Real Estate (Regulation and Development) Act, 2016 (Hereinafter referred to as “RERA Act” and Rules and Regulations thereunder and having satisfied himself fully in relation to all of these has agreed to enter into this Deed of Sale.

AND WHEREAS the Party of the First Part has completed the development and construction of the Said Project pursuant to which AMC/AUDA has also granted the Building Use permission (“Hereinafter referred to as “**BU Permission**”) vide reference no. _____ dated _____, a copy of which is annexed herewith and marked **Annexure-III**. The promoter shall not have any claim over additional future FSI, terrace and common area rights after building use permission has been obtained. Such rights if any will be enclosed by the society of buyer.

AND WHEREAS based on the representations, warranties and confirmations the Owner-Developer has agreed to sell the Said Property in favour of the Purchaser as per the presents hereunder written.

NOW THIS INDENTURE WITNESSETH AS UNDER:

- (1) That in pursuance to the aforesaid and in consideration of **Rs. _____ /- (Rupees _____ Only)** having been fully received by the Owner-Developer as per the details mentioned below, the receipt whereof the Owner-Developer doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby forever release, acquit and discharge the PURCHASER/S and that the Owner-Developer DOTH HEREBY grant, sell, assign, CONVEY, TRANSFER & assure unto the PURCHASER/S forever ALL THAT piece and parcel of the Said Property bearing Commercial/ Hostel Unit bearing No. _____ admeasuring _____ sq.ft. i.e. _____ sq. mts. (carpet area) [_____ sq ft ie. _____ sq. mtrs. super built up area], on _____th Floor, and undivided proportionate share in the Said Land admeasuring _____ sq. ft. ie. _____ sq. mts. together with right to use common areas and facilities in the Said Project “SLS 1” constructed on the Said Land situate, lying and being at Changispur (Sim), Taluka Sabarmati in Registration District Ahmedabad and Sub-District Ahmedabad – 3(Memnagar); TO HAVE AND TO HOLD ALL and singular the Said Property hereby granted released, conveyed, and assured or

intended or expressed so to be with their and every of their rights and appurtenances unto the use and benefit of the PURCHASER/S forever subject to the payment of Total Consideration, all rates, taxes, assessments, dues and duties now chargeable upon the same or hereinafter to become payable to the Government or the local authority and subject to the terms and conditions mentioned herein.

It is explicitly agreed and understood that this Deed of Sale shall become absolute only if all the payment towards Total Consideration are realized by the Owner-Developer; if any of the cheques or payments pursuant to the Total Consideration are not realized, this Deed of Sale shall become invalid and any third party rights created by the Purchaser in respect of the Said Property shall become invalid, illegal, void and unenforceable for all purposes.

- (2). It is hereby confirmed by the Owner-Developer that the Total Consideration has been received by the Owner-Developer towards the sale of Said Property from the PURCHASER as per the details below:

Sr.No.	Details	Amount(Rs.)
1	Being received by Cheque No. _____ , dated _____ of _____ Bank, _____ Branch, from the Party of the Second Part.	Rs._____/-
2	Being received by Cheque No. _____ , dated _____ of _____ Bank, _____ Branch, from the Party of the Second Part.	Rs._____/-
	Total Rupees _____ Only	Rs._____/-

The receipt and sufficiency whereof the Owner-Developer hereby acknowledges and confirms.

- (5) The Party of the First Part hereby declares and confirms as under:

- (a) That the Said Property is of absolute and independent ownership of the Party of the First Part and that the Said Property is free of any encumbrances, charges or lien and the Owner-Developer further declares and confirms that the right, title and interest in respect of the Said Property are clear and marketable and without any encumbrances whatsoever.
- (b) That there is no sale, gift, mortgage, charge, lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever in respect of the Said Property and the Said Property is not subject to any claim or demand, encumbrance, attachment or any process issued by any court or Authority.
- (c) That the Said Land or any part thereof, is not subject to any acquisition or requisition and no notice has been received to that effect.
- (d) That there are no agreement or arrangement, oral or written or partnership or H.U.F. or of any other kind with any other party whatsoever with regard to the Said Property.
- (e) That there are no proceedings instituted by or against the Party of the First Part in respect of the Said Property and not pending in any Court or before any authority. There is no Lis Pendens in respect of the Said Property.
- (f) That all government and semi government charges including AUDA, Torrent Power/GEB charges and all dues and all other outgoings in respect of the Said Property are clear and paid till the execution of this Sale Deed and from today the PURCHASER/S acknowledges and confirms to be fully responsible to pay charges, dues etc. in respect of Said Property and his/her/their proportionate share in all outgoings.
- (g) The Party of the First Part shall not do any act, whereby any right of the Party of the Second Part granted under these presents, may prejudicially be affected or restricted or delayed in any way.

- (6) The PURCHASER by virtue of this Deed of Sale has become absolute legal owner of the Said Property. The Owner-Developer has handed over the full, vacant, and peaceful possession of the Said Property on execution of this Deed of Sale, to the PURCHASER and the PURCHASER hereby undertakes that having fully inspected and scrutinized the measurement of area, material finished, electrification, sanitary etc. of the Said Property to the PURCHASERS' satisfaction, the PURCHASER acknowledges and confirms the Said Property to be fully in accordance with all the specifications, plans, layouts, design etc. whatsoever and hereby further confirms to have obtained and accepted the actual, vacant, peaceful and physical possession of the Said Property from the Owner-Developer.
- (7) The Owner-Developer shall form a service society for the proper maintenance and administration of the Said Project (Hereinafter referred to as "**Society**") and the Purchaser shall be bound to become member of the said Society and shall be bound by all the rules, regulations and byelaws of the said Society. Subsequently after the sale of all units the management of the building "SLS 1" will be transferred to the said society and that the PURCHASER has hereby expressly undertaken to fulfill and comply with all the rules, regulations, resolutions, decisions, demands, charges etc. of the Society from time to time.
- (8) The Purchaser has paid the maintenance deposit amount to the Party of the First Part and Purchaser further agrees to pay his proportionate share of the common expenses, in respect of the Said Property, and common services of the Said Project, and all out goings, and all other taxes, rates, dues, duties, fines, burden, water-charges, Torrent/G.E.B. Electricity charges, legal charges, repairs, common light-charges, security expenses, salaries of the employees, administrative expenses and all other common expenses and contributions incidental to the management, maintenance, services, protection, and legal necessities of the Said Property and the Said Project shall be borne and fully be paid by the PURCHASER to the Owner-Developer or the said Society, in time without any delay or omission whatsoever.

- (9) Any transfer or assignment *inter-vivos* or by operation of law or any disposal in any manner whatsoever, of rights under these presents by the Purchaser or by way of transmission thereof on account of inheritance or succession shall always take effect along with the shares and membership of the Society and as per common interest and in accordance with the bye-laws of the Maintenance Body.
- (10) It shall be lawful for the Purchasers from time to time and at all times hereafter to peaceably and quietly hold, enter upon, use, occupy, possess and enjoy the Said Property hereby granted conveyed, transferred and assured with their appurtenances and receive the rents issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Owner-Developer or its successors and assign or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for them.
- (11) If within a period of 5 (five) years from this date, the Purchaser brings to the notice of the Owner-Developer any structural defect in the Said Property or the building in which the Said Property is situate or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects may be rectified by the Owner-Developer at his own cost and in case it is not possible to rectify such defect then the Purchaser shall be entitled to receive from the Owner-Developer, compensation for such defect in the manner as provided under the Act; Provided that the Owner-Developer shall not be liable in respect of any structural defect/s on account of workmanship, quality or provision of service which cannot be attributable to the Owner-Developer or beyond the control of the Owner-Developer.
- (12) The PURCHASER hereby assures and undertakes that he shall not Change the User of the Said Property as is permitted/approved by the Ahmedabad Urban Development Authority/ AMC. It is further clarified that the Owner-Developer shall not be responsible for change of user of the Said Property by the

Purchaser/s, or for any change or addition or alteration in the construction of the Said Property by the prospective purchasers, or occupants, or for any breach or violation of any rules or bye-laws of Urban Authority, Ahmedabad Municipal Corporation, or any Government or local authorities.

- (13) The name of the hostel and commercial project standing on the Said Land is and shall always be the "SLS 1" and its name shall never be changed, which the PURCHASER/S hereby confirms
- (14) The PURCHASER hereby undertakes that he/she/they shall not have any right whatsoever to claim his/her/their independent or divided share in the common areas, and parking of the Said Project. The PURCHASER further undertakes that his/her/their undivided proportionate share and interest in the Said Project is impartible.
- (15) The PURCHASER further declares that the PURCHASER or his/her/their transferees shall not at any time cause any public or private nuisance in or upon the Said Property or do anything which shall cause annoyance, inconvenience, suffering, hardship or disturbance to the occupants of the other units of the Said Project.
- (17) The PURCHASER shall not store in the Said Property any goods which are of illegal, hazardous, combustible or dangerous nature or store such goods which are objected by the government or concerned local authority.
- (18) The PURCHASER acknowledges and declares that the true copies of all the relevant documents and deeds, plans, sanction letters, permission letters, Title Report and certificate of the Said Land etc. have been handed over by the Owner-Developer and the PURCHASER has received the same.
- (19) All out of pocket expenses of and incidental to this Agreement including the Stamp Duty, Registration charges, and Advocate Fees payable in respect of this Deed and any charges for this present and all other incidental documents shall be paid by the PURCHASER alone.

- (20) **Dispute Resolution:-** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, if agreed between the parties, be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder or take any other recourse as may be available under law.
- (21) **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 society of buyers.**
- (22) **Severability-** If any provision of this Sale deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this deed shall remain valid and enforceable as applicable at the time of execution of this deed.
- (23) It has further been agreed between all the Parties that the terms and conditions contained in this deed of conveyance are final and binding on all the parties and shall supersede any other agreement previously executed between the parties.
- (24) All the terms and clauses of this deed of conveyance are independent of each other and severable, and that in case of any clause being considered to be void by any court of law, the rest of the clauses shall be fully enforceable.

SCHEDULE-A

All that piece and parcel of the Non-Agricultural Land bearing Final Plot no. 98/PART admeasuring 1150 sq mtrs in Final Town Planning Project no. 20 (Gulbai Tekra, Final) included in City Survey, Being City Survey Office : Ahmedabad – 1, Ward: Gulbai Tekra, bearing City Survey no. 410, Gulbai Tekra Ward, situate, lying and being at Changispur(Sim), Taluka Sabarmati in Registration District Ahmedabad and Sub-District Ahmedabad – 3(Memnagar) and bounded as follows:-

On or Towards East -	TPS No 3 (Samudra Complex)
On or Towards West -	FP No 98, Part (Sarovar Complex)
On or Towards North -	40 Feet TPS Road
On or Towards South -	Final Plot No 100

SCHEDULE-B

All that piece and parcel of the constructed property bearing Hostel/Commercial Unit No. _____ admeasuring _____ sq.ft. i.e. _____ sq. mts. (carpet area) [_____ sq ft ie. _____ sq. mtrs. super built up area], on _____th Floor, and undivided proportionate share in the Said Land admeasuring _____ sq. ft. ie. _____ sq. mts. located in the Said Project “SLS 1” constructed on the Said Land, together with right to use common areas and facilities in the Said Project situate, lying and being at Changispur (Sim), Taluka Sabarmati in Registration District Ahmedabad and Sub-District Ahmedabad – 3(Memnagar) and bounded as follows :-

On or Towards East -

On or Towards West -

On or Towards North -

On or Towards South -

Schedule – C

Specifications

Annex-I

Approved Plans and Commencement Letter

Annex-II

Registration Certificate of the Project

Annex-III

BU Permission

IN WITNESS WHEREOF THE parties hereto have here unto set and subscribed their respective hands and seals the Day and year first above written.

SIGNED, SEALED AND DELIVERED
by the withinnamed :-
THE PARTY OF THE FIRST PART,
“SLS Real Estate Project LLP”
A Limited Liability Partnership Firm,
Through its Designated Partner,

Deval Bharatbhai Patel

SIGNED AND DELIVERED
by the withinnamed
THE PARTY OF THE SECOND PART,

[_____]

In the presence of:

(1) _____ (2) _____