

SALE DEED

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Plot No. _____ admeasuring _____ sq. mts. [Carpet Area as per RERA] along with _____ sq. mts. proportionate undivided right in land admeasuring inclusive of common area in the scheme known as "SATVA INDUSTRIAL PARK" put up on Non-Agricultural land bearing Revenue Survey No. 324 / 1 admeasuring 120496 allotted land of Final Plot No. 24 / 1 admeasuring 100269 sq.mtrs. Paiki 33400 sq.mtrs. of Town Planning Scheme No. 87 (Vatva - Vinzol) situated within the limits of Village - Vinzol, Taluka - Vatva, District - Ahmedabad & Sub-District - Ahmedabad - 11 (Aslali) at the price of **Rs._____/- (Rupees _____ Only).**

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VENDOR - FIRST PARTY :-

⇒ **SHREE SHAKTI INFRASTRUCTURE**

PAN : ADEFS 7065 G

A partnership firm having its registered office at : A-417, The Capital, Opp. Hetarth Party Plot, Science City Road, Sola, Ahmedabad - 380060.

Hereinafter called "First Party" or "Vendor" or "Developer", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partner or partners for the time being

constituting the Firm and their heirs, executors & administrators) all collectively of the First Part.

PURCHASER - SECOND PARTY :-

⇒ _____ PAN : _____
Aged about ____ years, doing ____, Residing at : _____

Hereinafter in this Indenture of Sale referred to as "THE PURCHASER" or "THE SECOND PARTY" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said "PURCHASER" and his/her/their heirs, agents, administrators, legal representative and assignees of the SECONDPART.

WHEREAS the First Party is the owner and occupier of Non-Agricultural land bearing Revenue Survey No. 324 / 1 admeasuring 120496 allotted land of Final Plot No. 24 / 1 admeasuring 100269 sq.mtrs. Paiki 33400 sq.mtrs. of Town Planning Scheme No. 87 (Vatva - Vinzol) situated within the limits of Village - Vinzol, Taluka - Vatva, District - Ahmedabad & Sub-District - Ahmedabad - 11 (Aslali) [hereinafter referred to as "the said land" or "Project land"].

The Vendor has purchased the Said Property from Nila Infrastructures Limited - a company by sale deed registered in the office of the Sub-Registrar of Assurances of Ahmedabad - 11 (Aslali) under Serial No. 13594, dated : 25-10-2019 and entry to that effect was mutated in the

revenue record by mutation entry No. _____, dated : _____, which was certified by the competent authority dated : _____.

Concern Authority, Ahmedabad granted Non-Agricultural Permission for Residential Purpose to the land.

Ahmedabad Municipal Corporation sanctioned lay out plan for plotting of the said land by Case No. _____ (Rajachitthi No. _____), dated : _____.

Thus the First Party is sufficiently entitled to put up a scheme of Residential Plots on the project land.

Thereafter the Vendor has decided to put up a scheme of Plots on the said land in the name and style of **"SATVA INDUSTRIAL PARK"**.

The Vendor has registered this project under the provisions of the Real Estate [Regulation and Development] Act, 2016 at Registration No. _____ with the Real Estate Regulatory Authority, Gujarat State [Ahmedabad].

That all persons interested in purchasing any Plot in the said Scheme known as **"SATVA INDUSTRIAL PARK"** are informed and are aware and agree that all common area and common amenities of the said scheme will be occupied by "Service Society / Maintenance Entity" which is yet to be registered, hereinafter referred to as "Service Society/Maintenance Entity" in fiduciary capacity for the better maintenance of the said scheme and all Plot Purchasers will have to

become member of "Service Society / Maintenance Entity". All Plot Holders have to pay Maintenance Deposit and Maintenance Charges as decided by the "Service Society / Maintenance Entity" from time to time and the Purchaser herein and other Plot holders are not entitled to demand their individual share in the common area and in the common amenities and facilities of the said scheme.

Thereafter the Second Party contacted the First Party and desired to purchase Plot No. _____ admeasuring _____ sq. mts. [Carpet Area as per RERA] along with _____ sq. mts. proportionate undivided right in land admeasuring inclusive of common area in the scheme known as **"SATVA INDUSTRIAL PARK"** put up on Non-Agricultural land bearing Revenue Survey No. 324 / 1 admeasuring 120496 allotted land of Final Plot No. 24 / 1 admeasuring 100269 sq.mtrs. Paiki 33400 sq.mtrs. of Town Planning Scheme No. 87 (Vatva - Vinzol) situated within the limits of Village - Vinzol, Taluka - Vatva, District - Ahmedabad & Sub-District - Ahmedabad - 11 (Aslali). The said Plot and right to use common amenities, membership and share certificate right of "Service Society / Maintenance Entity" shall be referred to as "THE SAID PROPERTY" OR 'THE SAID PLOT" hereinafter in this Sale Deed and more particularly described in the Schedule.

[i] The Purchaser hereby agrees to purchase from the Vendor/Developer and the Vendor/Developer hereby agrees to sell to the Purchaser Plot No. _____ admeasuring _____ sq. mts. [Carpet Area as per RERA] along with _____ sq. mts. proportionate undivided right in land admeasuring inclusive of undivided share in the land of internal roads and common area in the scheme known as **"SATVA INDUSTRIAL**

PARK" for the consideration of Rs._____ including Rs. _____ being the proportionate price of the common areas.

The Vendor has sold and conveyed undeveloped plot to the Purchaser and the Purchaser and other plot holders will develop the common road, common amenities of the said Scheme and Purchaser and all Plot Holders will form Service Society/Maintenance Entity for maintenance of common amenities of the Scheme. The Plot Holder will deposit the maintenance amount decided by the Service Society.

Vendor / Developer have sold and conveyed the said Plot as well as the undivided usage right of common amenities and common areas but the occupancy right of the common amenities and common area will be remained with Service Society/Maintenance Entity for the better maintenance of the Scheme in fiduciary capacity.

Thereafter the First Party and Second Party have executed Agreement for Sale of said Plot which is registered before Sub Registrar of Ahmedabad - 11 [Aslali] under serial No._____ dated : _____ herein after referred to as "The Said Agreement".

AND WHEREAS as per the terms and conditions mentioned in the said Agreement the Vendor have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from Vendor the said property for a consideration of **Rs._____/- (Rupees _____Only)**.

AND WHEREAS the Purchaser has paid to the Vendor / Developer the said sum of **Rs._____/- (Rupees _____Only)**. The details of the payments received are given in SCHEDULE - A separately

attached herewith.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of this Sale Deed and in consideration of the said sum of **Rs._____/- (Rupees _____Only)** paid as mentioned in SCHEDULE-A by Purchaser to the Vendor on or before the execution of these presents being the full consideration agreed to be paid, the receipt whereof the Vendor doth hereby admits and acknowledges and of and from the same and every part thereof forever acquit release and discharge the Purchaser, the Vendor doth hereby grant, convey, transfer and assure unto the Purchaser ALL THAT property of Plot, undivided land hereditaments and Plot more particularly described in the schedule hereunder written TOGETHER WITH undivided right in all and singular sewers, drains, passage, common, gullies, water, water-courses, lights, liberties, privileges, easements, profits, advantages, rights and appurtenance whatsoever to the said Plot, hereditaments and Plot or any part thereof belonging or in any way appertaining to or with the same or any part thereof now hath or any time heretofore usually held, used, occupied or enjoyed or reputed or known as part thereof and to belong or be appurtenant thereto AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Vendors in to out of or upon the said Plot, undivided land hereditaments and Plot or any part thereof TO HAVE AND TO HOLD all and singular the said land hereditaments and Plot hereby granted conveyed transferred and assured or intended or expressed so to be with their and every of their rights, easements and appurtenances (all which are called As "The said Plot / The said Property" already assigned

hereinbefore) UNTO AND TO THE USE and benefit of the Purchaser for ever as full owner.

AND THE VENDOR doth hereby for its present HUF Members, their heirs, authorised signatories, agents, administrators, legal representative and assignees COVENANT with the PURCHASER that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any of its authorised Signatories or any person or persons lawfully, or equitably claiming by, from, through, under their or them or omitted or knowingly suffered to the contrary the VENDOR now hath at the selling and delivering of these presents good right, full power and absolute authority to grant, release, convey and assure the said Plot hereditaments and hereby granted, conveyed released or assured or intended so to be unto and to the use of the purchaser in manner aforesaid.

AND THAT THE PURCHASER shall and may at all time hereafter peaceably and quietly enter upon have occupy, possess and enjoy the said Plot hereditaments and receive the rents and profits thereof and of every part thereof to and for him/her/them use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the VENDOR or any of its authorized signatories, legal representatives and assignees or any of them or claiming by, from under or in trust for their or any of them.

AND full and free right liberty and license for the purchaser, his/her/their heirs, agents, assignees and owners for the time being of the said Plot, hereditaments and property and their tenants and

servants and all other persons authorised in that behalf by them or them from time to time and at all time hereafter by day and or night for all purposes connected with the use and enjoyment of the said hereditaments to go, return, pass and repass with or without vehicles in, along, over and upon the land of road, common facilities etc.

THE VENDOR covenants with the purchaser that no litigation or proceedings of any nature concerning it or the said property are pending before any judicial, quasijudicial or Government authorities and that the said property is not under any acquisition, requisition or any reservation for any purpose whatsoever and that no one else has any rights including right of maintenance from and over the said property, and that no lien, charge or mortgage exists on the said property.

That the Purchaser agrees to abide by the rules, regulations and resolutions of the Service Society/Maintenance Entity and assures that he/she/they shall not commit any breach of the same. Moreover terms and conditions of all other deeds like Agreement for Sale, Possession Declaration, etc shall also be binding upon the purchaser and its transferee. The Purchaser agrees that he/she/they has/have not become free, independent and absolute owner of the said Plot, but the said Plot is to be occupied by him/her/them as a member of the Service Society/Maintenance Entity pursuant to the Share Certificate given to it/him/her/them by the Service Society/Maintenance Entity. Therefore the use and transfer etc of this property shall be in accordance with the rules and regulations of the Service Society/Maintenance Entity.

THIS DEED FURTHER WITNESS and it is hereby mutually agreed by and between the parties hereto as under :-

The Purchaser agrees that he/she/they has/have purchased the said Plot with condition to be a Member of Service Society / Maintenance Entity and on the following terms and conditions. Purchaser hereby agree, confirm, and accept following conditions, restrictions, provisions, stipulationsto be observed and performed by the Purchaser:

1. THAT the scheme known as **"SATVA INDUSTRIAL PARK"** is belonging to and shall always belong to all Plot holders of the said scheme. The Purchaser will have ownership right of the Plot sold to him/her/them by Vendor. The Purchaser has to be a member of Service Society / Maintenance Entity. The Purchaser will be allotted Five shares of Rs.250/- i.e, each share of Rs.50/- [Rupees Fifty only]. Purchaser has to use common amenities strictly as per rules framed by Service Society.
2. THE PURCHASER accepts and confirmsthat the Said Plot is duly complete in all respect, and in a good, proper and complete condition as per the plans, specifications and designs seen and approved by THE PURCHASER with additions, alterations or changes made therein, upon request made by THE PURCHASER at hislher/their risk, cost and consequences.

The Purchaser has also verified the titles of the said Plot and Scheme through hislher/their Legal Advisors and after satisfying himselfherself/themselveshave decided to purchase the said Plot.

In future the Purchaser is not entitled to raise any objection or query regarding the titles of the said Plot or scheme.

3. THE PURCHASER is fully satisfied about the scheme. THE PURCHASER was given effective opportunities to inspect and verify all facts and particulars through such person or persons expert in the subject as THE PURCHASER desired. THE PURCHASER declares that he/she has no complaint or grievance of any nature whatsoever for the said Plot.
4. It has been specifically agreed by THE PURCHASER that THE PURCHASER shall not be hereafter entitled to make any complaint or raise any dispute or grievance about the plans, specifications, design, of the Said Plot and the said Project in general.
5. There is no consideration in cash or kind for the Said Plot, not appearing on record, paid or given or agreed to be paid or given by THE PURCHASER to THE VENDOR or the Vendors other than what is mentioned in SCHEDULE - A.
6. It has been specifically agreed that consideration or price fixed between THE VENDOR and PURCHASER is one and composite amount for the said Plot and the PURCHASER is not entitled for any running or separate details or particulars of land, development, infrastructure, etc. Over and above the agreed sale consideration the Purchaser agree to bear and pay to Vendor/ Service Society/Maintenance Entity, GST or any amount in any

form whatsoever levied, charged or imposed by any authority or authorities immediately on demand by Vendor/ Service Society/Maintenance Entity, from time to time, and proportionately in respect of the said Plot.

7. THE PURCHASER has been conveyed the said Undivided Land and the Said Plot only. THE VENDOR has made aware THE PURCHASER that they are proposing to dispose off the other Plots in the said Project to different other persons. THE VENDOR shall have right to dispose of these other Plots in such manner at such consideration and on such terms and conditions as THE VENDOR may deem fit.
8. The expression "Said Plot" sold or given to THE PURCHASER herein shall be read, understood, interpreted and implemented with the spirit and intention, thereof for his/her/their use, occupation and enjoyment.
9. One parking place will be allotted by Service Society/Maintenance Entity to each Plot Holder. If additional car parking is available then the said parking will be allotted on "first come first serve basis" by Service Society but the additional car parking will be allotted as per the wish/convenience of Service Society and Purchaser is not entitled to raise any objection in this regard. The Purchaser herein has agreed to such arrangement and waived his/her/their right and will not raise any objection of any nature to such arrangement In the future on any ground whatsoever.

10. THE VENDOR or the Service Society/MaintenanceEntity shall have power and authority to regulate, control, manage, govern, run, restrict the common area and common amenities aforesaid Scheme as regards time, quality, quantity, purpose or other related matters. THE PURCHASER shall be bound by the same. The decision of the Service Society/Maintenance Entity formed by PLOT HOLDERS as regards the same shall be final and binding upon THE PURCHASER. If the Purchaser transfer his/her/their Plot to any other person then the Service Society/Maintenance Entity will consider the new Purchaser as a Member of said Service Society/Maintenance Entity and the said new Purchaser will have to comply with all the rules and regulations.
13. The right of the Purchaser herein shall be subject to the overall powers and authorities of Service Society/MaintenanceEntity, in any of the matter concerning the Plot/Scheme and development thereof and all amenities pertaining to the same and in particular First Party shall have absolute authority and control as regards the un-disposed Plots till handing over the possession of the scheme to the Service Society/MaintenanceEntity and Settlement of all accounts.
14. The Service Society/Maintenance Entity will manage the common amenities and facilities of the said scheme and the Purchaser and other Plot Holders will pay maintenance charges or deposit directly to the Service Society/MaintenanceEntity.

15. The Purchaser shall have no claim and/or legal title with respect to any part of the said Scheme, including but not limited to its common roads, common infrastructure facilities, amenities and services, save and except in respect of the Said Plot agreed to be conveyed for him/her/it/them. The Said Facilities shall always be of the possession of Service Society/Maintenance Entity, and the Purchaser and other Plottolders shall be permitted to use, and enjoy the same as per the rules and regulations of Service Society/Maintenance Entity from time to time.
16. The Purchaser shall be bound from time to time to sign papers or documents and to do all other things as Service Society/Maintenance Entity may require him/her/it/them to do to safeguard the maintenance of common amenities of the said scheme and failing which the Service Society / Maintenance Entity is authorized to take action to stop use of common amenities of the Plottolder who has committed default. for safeguarding the interest of Service Society/Maintenance Entity and other Plot Holders. Failure to comply with the provisions of this Clause will entitle the Service Society/Maintenance Entity to cancel the membership right of the defaulting Plottolder.
- 17.i) THE PURCHASER after execution of Sale Deed shall be responsible and liable to bear and pay, at actual, all Taxes, cesses, dues and impositions of every description of AMC, and/or any other public bodies and authorities, which directly or indirectly relate to or pertain to the Said Plot along with undivided share in

land and also to pay maintenance charges which will be imposed by the Service Society/Maintenance Entity.

- ii) All common expenses and outgoings of security, sweeping, cleaning, lightening, maintenance, repair, replacement, etc., of the said Project, and amenities, facilities, services, conveniences, utilities and infrastructure therein; common expenses of administrative, management, staff, personals, maintenance of accounts and records and other similar or other related matters (all Common Interest Matters); and any other expenses of common nature, as may be fixed by the Service Society/Maintenance Entity, shall be borne and paid by THE PURCHASER and Purchasers of other Plots in said Scheme.
- iii) It has been planned to generate Common Maintenance Fund (Hereinafter referred to as "CMF") to be contributed by all the Purchasers of the Plot in the Project at the rate as stated hereinabove. The Service Society/Maintenance Entity shall calculate - treat the interest or income earned thereon at the Nationalised Bank rate which can be earned on Fixed Deposit (Deemed Income) and such Income will be utilised to meet with the common expenses referred to herein above. Surplus if any will be allowed to be accumulated in the CMF. Deficit if any will be reimbursed by THE PURCHASER and other Purchasers as may be fixed by Service Society. Such deficit may be met with by collecting required additional CMF from THE PURCHASER and other Purchasers, as may be fixed by Service Society/Maintenance Entity. THE PURCHASER agrees to this

arrangement. In case if the amount is not paid, the Service Society/Maintenance Entity shall be entitled to cut off the common services agreed to be given to THE PURCHASER and in the circumstances, THE PURCHASER shall loose the right to use all common facilities like water supply, etc. THE PURCHASER shall also be bound to pay interest as per the norms of the Service Society/Maintenance Entity and also expenses of restarting the services.

18. So long as the Said Plot shall not be separately assessed for Taxes, water rates, electric bills, etc., the Purchaser shall pay to Service Society/MaintenanceEntity such amount as may be fixed from time to time, in advance towards such payment, A.M.C. Taxes and other outgoings. Further, until the Said Plot, can separately be assessed for payment of cost, charges and expenses, the Purchaser shall continue to pay proportionate portion of such amount, cost, charges and expenses as may be fixed by Service Society/MaintenanceEntity from time to time. After the Said Plot is separately assessed, then such payments will have to be made by the Purchaser on actual basis.
19. The Purchaser will have undivided right to use Common facilities and amenities etc. with other Purchasers of the said scheme but the said facilities are used in a proper way so that other Purchasers may not have any grievance/difficulty.
20. It is hereby agreed that the Purchaser shall put any Name Plate, Sign Board at the specific place provided by the Vendor so that

proper view [similarity] of the scheme can be maintained and the Purchaser shall not put any other kind of display of any nature, on the compound wall, gate and/or in the open space in the Said Plot without the written consent of First Party/Service Society/Maintenance Entity except it is provided by the First Party.

21. The Purchaser shall not permit the same to be used for such purposes or which may or is likely to cause nuisance or annoyance to occupiers of the other Plots or for any illegal or immoral purposes.
22. The Purchaser hereby covenants to keep the Said Plot neat, clean and tidy and saved and protected from trespasser, from being illegally used or occupied and to keep sewers, drains, pipes, appurtenances belonging thereto in a good and tenable condition.
23. After conveyance of the Said Plot to the Purchaser, the Purchaser shall be entitled to let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the Said Plot, after obtaining prior written permission of Service Society / Maintenance Entity and subject to and in accordance with the terms and conditions laid down by First Party. In the event the Purchaser is desirous of selling the Said Plot he/she/it/they shall comply with the following :-
 - [i] The Purchaser shall give 30 days prior notice in writing to Service Society/Maintenance Entity about his/her/their/its intention to sell the Said Plot, informing about the New Purchaser thereof and shall obtain No Objection

Letter from Service Society prior to sale, which shall not be unreasonably withheld by Service Society.

[ii] The Purchaser shall pay Transfer Fee as per rules.

[iii] Declaration cum Indemnity Bond to be obtained from New Purchaser ensuring that all terms and conditions, otherwise binding to the Purchaser shall also be binding to the New Purchaser.

24. THE PURCHASER shall permit THE VENDOR or to its order the Service Society/Maintenance Entity and/or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the Said Plot for the purpose of making repairing, maintaining, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, or other conveniences belonging to or used for the Plot and also for the purpose of laying down, maintaining, repairing, replacing and testing drainage, gas and water pipes and electric wires and for similar or other purposes. The Purchaser shall make good any defects for which notice is given to him/her/them by Vendor/ Service Society/Maintenance Entity in 3 days, failing which Service Society/Maintenance Entity may get it done at his/her/their cost.
25. THAT the Purchaser shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from his/her/it/their property in the common passages, compound or any portion of the said Scheme.

26. THE PURCHASER shall not cover or obstruct the passage or open space. or otherwise shall not do anything which in the opinion of Service Society/Maintenance Entity does not give proper decorum and decency to the Project.
27. THE PURCHASER shall insure and keep insured the Said Plot against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or such other risks to the full value thereof in the name of THE PURCHASER with nationalized insurance company of repute having office at Ahmedabad, and whenever required he shall produce to THE VENDOR / Service Society / Maintenance Entity the policy / policies of such insurance and the receipt for the last premium paid in respect thereof. In the event of the Said Plot being damaged or destroyed by earthquake or otherwise the purchaser shall expend the insurance money for the repair, of the Said Plot as soon as reasonable, practical and required.
28. The letters, receipts and/or notices issued by Service Society/MaintenanceEntity dispatched by registered post/courier to the address of anyone of the Purchaser as known to Service Society, will be sufficient proof of receipt of the same by the Purchaser and shall completely and effectively discharge Service Society.
29. The Scheme shall always be known as "Industate" and this name shall not be changed in any circumstances.

30. The Purchaser has/have agreed, finally, to acquire legal possession and title to the Said Plot by obtaining conveyance from First Party. The spirit, intention, interpretation and implementation of the word "to confer" or "conferment" of the Said Plot to the Purchaser, in their all grammatical sense, in this Deed shall be understood accordingly.
31. THAT the Purchaser shall maintain at his/her/their own costs the plot agreed to be purchased by him/her/them in the same good condition, state and order in which it is/will be delivered to him/her/them and shall abide by all bye laws, rules and regulations of the government, the Ahmedabad Municipal Corporation and Torrent Power Limited and any other authorities, local bodies, and Society and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Sale Deed.
32. THAT the Purchaser and persons to whom the said Plot is ultimately transferred, assigned or given possession of shall observe and perform the bye laws and/or the rules, regulations and resolutions, which the said Service Society/Maintenance Entity may make and the additions, alternation or amendments thereto for the protection, maintenance, use and transfer of the said Plot. They will also abide by the rules, regulations and byelaws for the time being of the Ahmedabad Municipal Corporation and other authorities of the government. The Purchaser and the person to whom the said Plot is let, transferred,

assigned or given possession, shall observe and perform all the stipulations and conditions laid by the Service Society/Maintenance Entity regarding the occupation and use of the said Plot or other spaces and/or parking spaces therein and shall pay the contribution regularly and punctually towards the taxes and/or expenses or other out goings in accordance with the terms of this deed and as may be decided by the Service Society/Maintenance Entity from time to time. All the terms, conditions, stipulations and provisions of this deed shall be binding upon the transferee of the Purchasers from time to time.

33. THAT the purchaser have inspected the Plot before taking the possession. He/she/they has/have no complaint/dispute for the same. From now onwards, it is/will be Purchaser's responsibility to keep the Plot in good and tenable conditions.
34. THAT if the Purchaser is found to have committed breach of any of the conditions, without prejudice to the right of expulsion of the Purchaser from the membership of the said Service Society and forfeiture of its share and Maintenance Deposit, the said Service Society shall have absolute right to compel the Purchaser to restore the Plot to the original position and in default, shall have a right to cause it to be done through its agents and employees at the cost of Purchaser. Under such circumstances the Purchaser is liable to pay penalty, charges etc. that may be fixed or decided by the Service Society. If the Purchaser fails to pay penalty, charges etc. then under that circumstances the Purchaser is not entitled to use common facilities and common amenities of the said scheme

and the same can be discontinued by Service Society without giving any notice and for that Purchaser is not entitled to take any legal action against the Service Society and ultimately his/her/their membership right can also be terminated.

35. THE PURCHASER, as the context may require, shall also include his/her/their representatives, occupiers, visitors, authorised person, successors, assigns and all and every other person or persons to claim under him/her/it.

36. The expression VENDOR shall also mean and include any person authorised / nominated by it or to its order the Service Society/Maintenance Entity formed by the Plotholders or its assignee or transferee vested with such powers, authorities or obligations as the Vendor may think fit.

37. 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 Sale Deed 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 thereunder 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.

38. Dispute Resolution:

All disputes and differences whatsoever which shall at any time hereafter arise between the parties hereto in respect of, concerning, or arising out of this Sale Deed shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder and the Laws of India for the time being in force and the courts at Ahmedabad will have the jurisdiction for this Sale Deed.

39. This Deed shall be binding on the Purchaser, (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of Partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its members as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Company) its present and future Directors and assigns and/or any third party having or contemplating to have in future any charge or interest on the Said Plot in part and/or as a whole.

40. The Promoter Shall not have any claim over common area rights after building use permission has been obtained, such rights if any will be enclosed by society of buyers.

The Purchaser hereby declares that he/she/it/they has/have read, understood and agreed each and every term of this Sale Deed before

execution.

The Said Plot is situated in peaceful area and not included under the notification of the Gujarat Prohibition of Transfer of Immoveable Property and Provision for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1991 [Gujarat 12 of 1991]. Hence the permission under the said Act is not required for transfer of Plot.

That, the Vendor has paid all taxes, Cesses, upto the date of scheme and if the same are found to be due or unpaid, the Vendor shall be liable to pay the same and failing which, the purchaser shall be entitled to recover them from Vendor. Hereinafter Purchaser is liable for payment of all type of taxes.

That, the expenses for Stamp Duty, Registration Fees, miscellaneous expenses have been borne by the Purchaser.

The schedule above referred to is mentioned hereunder:

SCHEDULE

Plot No. _____ admeasuring _____ sq. mts. [Carpet Area as per RERA] along with _____ sq mts. proportionate undivided right in land inclusive of common area in the scheme known as “**SATVA INDUSTRIAL PARK**” put up on Non-Agricultural land bearing Revenue Survey No. 324 / 1 admeasuring 120496 allotted land of Final Plot No. 24 / 1 admeasuring 100269 sq.mtrs. Paiki 33400 sq.mtrs. of Town Planning Scheme No. 87 (Vatva - Vinzol) situated within the limits of

Village - Vinzol, Taluka - Vatva, District - Ahmedabad & Sub-District - Ahmedabad - 11 (Aslali).

The said Plot is bounded as under:

On the East by :-

On the West by :-

On the North by :-

On the South by :-

SCHEDULE-A
Details of Payment

Rs. _____/- [Rupees _____ only] by cheque
No. _____ dated _____ drawn on
_____ Bank, _____ Branch.

Rs. _____/- [Rupees _____ only] by cheque
No. _____ dated _____ drawn on
_____ Bank, _____ Branch.

=====

Rs. _____/- (Rupees _____ Only)

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IN WITNESS WHEREOF the parties hereto have hereunto set and
subscribe their respective hands hereunder on this _____ day of
....., 2020 at Ahmedabad.

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED FIRST PARTY

⇒ SHREE SHAKTI INFRASTRUCTURE

A partnership firm through its

IN PRESENCE OF FOLLOWING WITNESSES:

(1) .

(2) .