

SALE DEED

For Sale of **Flat No.....** on **Floor** in **Block No.....**, having **Carpet area (as per RERA)** admeasuring about **Sq.Mtrs.** along with (i) **wash Area admeasuring about Sq.Mtrs.** (ii) **Balcony/verandah admeasuring about Sq.Mtrs.** (TOTAL : **Sq.Mtrs.**) (iii) together with undivided share in the said land admeasuring **Sq.Mtrs.** in the scheme known as “**SHYAM STATUS**” constructed on the Freehold Non-Agricultural Use Land bearing **Final Plot No.274** (According to GUDA Letter No.GUDA-Technical Branch-F.P.Order-12348/2019, dtd.20/12/2019) admeasuring **6000 Sq.Mtrs.** Land allotted in lieu of **Survey No.274**, admeasuring 10005 Sq.Mtrs. (**Old Survey No.123/3 Paiki 2**, admeasuring 10000 Sq.Mtrs.) land situated within the village limits of **Valad**, Taluka Gandhinagar in the Registration Sub-District of Gandhinagar for total Price/consideration of **Rs...../- (Rupees Only).**

FIRST PARTY : **M/s. SHREE AVAL DEVELOPERS LLP**, a limited liability partnership firm, having registered office at D/T.F./305/306, Shyam Arcade, Gangotri Bunglows, Vrundavan Party Plot Road, Nikol, Ahmedabad-382350. **PAN : AEDFS 2637 G**
VENDOR through its Authorized signatory
Mr. KAMLESHBHAI BABUBHAI CHAUHAN
 Hereinafter in this Sale Deed referred to as **VENDOR/Developer/ First party/Seller**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners of the said **VENDOR** their heirs, legal representatives, executors, administrators, successors and assigns etc. of the Party of the First Part.

SECOND PARTY : **1.**
PURCHASER PAN No.
2.
 PAN No.
 Aged adult,
 Having Address at :.....
 Hereinafter in this Sale Deed collectively referred to as “ the **PURCHASER / Second Party** ” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and in - clude the said “ **PURCHASER** ” and their heirs , legal representatives, successors and assigns) of the Second Part.

WHEREAS

The First Party and Second Party Shall individually be referred to as party and collectively as Parties.

- (A) The **VENDOR / DEVELOPERS** herein is the absolute owner of and is sufficiently entitled to the piece or parcel of Non-Agricultural Use Land bearing **Final Plot No.274** (According to GUDA Letter No.GUDA-Technical Branch-F.P.Order-12348/2019, dtd.20/12/2019) admeasuring **6000 Sq.Mtrs.** Land allotted in lieu of **Survey No.274**, admeasuring 10005 Sq.Mtrs. (**Old Survey No.123/3 Paiki 2**, admeasuring 10000 Sq.Mtrs.) land situated within the village limits of **Valad**, Taluka Gandhinagar hereinafter referred to as the said “ **Project Land / Land** ” in this Sale Deed and is more Particularly described in the **SCHEDULE - 1** hereunder written.
- (B) Agricultural land bearing Revenue Survey No.274, admeasuring 10000 Sq.Mtrs. land have been converted into Non-Agricultural Use for Multi Purpose as per Order No. CB/NA/GANDHINAGAR/VALAD/274/1009094/2019, dtd.15/06/2019 of the Collector Shri Gandhinagar. Entry to the said effect was made in revenue records vide Entry No.11672 on dtd.16/07/2019 and it is certified by the competent authority.

AND Then according to District Land Record Shri Gandhinagar’s Amendment Form No.06-KJPSR / Village / 276 / 2019-20, dtd. 09-09-2019, this survey No. 274 had 10000 Sq.Mtrs. lands But after the amendment, 10005 Sq.Mtrs. lands have been allotted instead of 10000 Sq.Mtrs. Land. Entry to the said effect was made in revenue records vide Entry No.11767 on dtd.11/09/2019 and it is certified by the competent authority.

- (C) But under the first revised development plan 2024 Gujarat Town Planning and Urban Development Act - 1976 announced by the government under section-17 (1) (a) by No.G.H./V/277 of 2017/DVP-112014-4123-L on dtd/13/10/2017, Accordingly, in Gandhinagar Urban Development Authority's letter No.GUDA-Technical Branch-F.P.Order-12348/2019, dtd.20/12/2019, this survey number's total 10000 Sq.Mtrs. lands paiki 4000 Sq.Mtrs. lands are TP. Taken in deductions. So that 6000 Sq.Mtrs. lands of this survey number have been obtained.
- (D) Thereafter **M/s. SHREE AVAL DEVELOPERS LLP** got approved a plan from the Gandhinagar Urban Development Authority (GUDA) for construction of Residential Flats & Commercial Shops on the said land and permission was granted for construction of Block A+B+ C+D+E ; each block consisting of more then before 1st Floor to 14th Floor and total **264 Flat** and **42 Shops** on the said land and there is stair cabin and lift room on the terrace and there is parking on the Ground Floor, First Celler and Second Celler with all common amenities and facilities for all blocks vide its Raja Chhithi No.PRW/VALAD/14/02/2020/386/2021.
- (E) That thereafter said (1) Patel (Gami) Jayprakashbhai Karshanbhai, (2) Bharatbhai Kalubhai Gadhiya, (3) Umaben Meghjibhai Gaudani, (4) Krupeshbhai Jamnadas Gajiparat, (5) Jitendrakumar Vinaykant Khunt, (6) Sonicbhai Vallabhbhai Patoliya, (7) Lathiya Madhubhai Gordhanbhai have been sold and conveyed the said land bearing **Final Plot No.274** (According to GUDA Letter No.GUDA-Technical Branch-F.P.Order-12348/2019, dtd.20/12/2019) admeasuring **6000 Sq.Mtrs.** Land allotted in lieu of **Survey No.274**, admeasuring 10005 Sq.Mtrs. (**Old Survey No.123/3 Paiki 2**, admeasuring 10000 Sq.Mtrs.) land situated within the village limits of **Valad**, Taluka Gandhinagar in the Registration Sub-District of Gandhinagar on same day under serial No.2184 on dtd.22/01/2021.
- (F) That as per the said approved plan the **VENDOR** has commenced development of the said Project Land and started construction of Residential and Commercial Project named "**SHYAM STATUS**" (hereinafter referred to as said " Project ").
- (G) **AND WHEREAS** the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Gandhinagar Reg. No....., Dated :
- (H) In the event where Building use permission (BU) with respect to the said property is not received and the quiet, vacant and peaceful possession of the said property described in Schedule -II is delivered by the **VENDOR / DEVELOPERS** herein to the **PURCHASERS** today and the **PURCHASER** acknowledge the delivery of the said Property by the **VENDOR / DEVELOPERS** in good and proper condition. It shall be put to use after obtaining B.U. Permission.
- (I) The Developers has given copy of the approved plans, commencement certificate issued by GUDA, copies of sale deed in favor of vendor, its Index No.2, and Village 7-12 Forms, NA Permissions, Building Use Permission and all relevant title documents etc.

to the purchasers herein The Purchasers have also verified the documents filed/uploaded by the Developers with the Real Estate Regulatory Authority. The Purchasers have carefully inspected and studied the same, got them scrutinized and examined by their lawyers, and are fully satisfied about them. That the purchasers are fully satisfied about the right, title and interest of the Vendor/Developers and its predecessors-in-title with respect to the said project land on which the said project is constructed as well as development permissions and BU permission granted by competent authority. The purchasers confirms that no further investigations is required in this regards and will never raise any objection in future.

- (J) The Venodr/Promoter/Developers shall not have any claim over Additional Future F.S.I., Terrace and Common area rights after Building use permission has been obtained such rights if any will be enclosed by the society of Purchaser.
- (K) The DEVELOPERS and PURCHASERS had negotiated for the sale of bearing **Flat No.....** on **Floor** in **Block No.....**, having **Carpet area (as per RERA)** admeasurinog about **Sq.Mtrs.** along with (i) **wash Area admeasuring about Sq.Mtrs.** (ii) **Balcony/verandah admeasuring about Sq.Mtrs.** (**TOTAL : Sq.Mtrs.**) (iii) together with undivided share in the said land admeasuring **Sq.Mtrs.** in the scheme known as “**SHYAM STATUS**” project , belonging to the DEVELOPERS and more particularly described in the SCHEDULE - II written hereunder (Hereinafter referred to as “the said property” or “said Property”) for the purchase consideration of **Rs...../- (Rupees Only)** (hereinafter referred to as the said “Purchase Consideration” The detail of the carpet area (As per the said Act) of the said property.

Said Flat No	Carpet Area Sq.Mtrs.	Wash Area Sq.Mtrs.	Balcony Area Sq.Mtrs.
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| (L) | The Developers shall form a Service Society / Company for management and maintenance of common facilities of said Project. As per the provisions of the said Act , the undivided proportionate title in the common areas and Common Parking of the said Project shall be transferred to the Management Body formed for the management and maintenance of common facilities of said Project. | | |
| (M) | The said Purchase Consideration is calculated on the basis of the Carpet Area of the said Property and includes proportionate price of the common areas and facilities of the said Project . The nature , extent and description of the common areas and facilities of said Project are more particularly described in the Schedule III hereunder written. | | |
| | Said Flat No. | : | |
| | Carpet Area Sq Mtrs. | : | |
| | Wash & Balcony Area | : | (Wash area) & (Balcony area) |
| (N) | THAT the Purchasers have paid the above stated price to the Developers in the manner as stated hereunder :- | | |

Amount paid to Developers by Purchasers

Amount in Rs.	Cheque. No.	Date	Bank Details
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Rs...../- Rupees Only

The above mentioned amount paid to Developers by Purchasers.

- (O) NOW THIS INDENTURE WITNESSETH THAT in consideration of the payment of the said Purchase Consideration of **Rs...../- (Rupees Only)** paid as mentioned above by Purchasers to the Developers/Vendor being the full consideration payable by the Purchasers for the said Property more particularly described in the schedule-II hereunder written; the payment and receipt whereof the Developers doth hereby admits and acknowledges and of and from the same and every part thereof for ever acquit, release and discharge the Purchasers, the Vendor/ Developers both hereby convey, grant, transfer and assure unto the PURCHASER ALL THAT said Property (more particularly described in the SCHEDULE-II hereunder written) TOGETHER WITH the right to use common areas and facilities of the Project (more particularly described in the SCHEDULE-III hereunder written) appurtenant to the said Property proportionately with other owners of various units in the Project AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Developers into out of or upon the said Property or any part thereof TO HAVE AND TO HOLD the said Property hereby, granted, conveyed and assured or intended or expressed so to be with their and every of their rights, title, interest, easement and appurtenances UNTO AND TO THE USE AND BENEFIT of the Purchasers for ever as full owners as members of the Management Body and subject to the rules, regulations and resolutions of the said Management Body and also subject to the terms and conditions stated in this Deed and in other agreements deeds made in respect of this Property.
- (P) The Purchasers is aware that, the entire land on which the said project is constructed will be eventually held by the Management Body. The PURCHASER is aware that the other units situated in the Project shall be transferred in future and agreements and Sale deeds/Conveyance deed will be made in favor of such other buyers and hence, all the owners shall have undivided interest in the common facilities, areas and amenities and shall be entitled to use and enjoy them jointly.
- (Q) The Purchasers hereby agree that he/she/it/they shall also be liable to pay to the Developers, the Purchasers the share of stamp duty and registration fees payable for transfer of Project Land and/ or title in common areas (as defined under the Act) in the Project in favor of the Management Body If the Purchasers fail to pay such amount, then the Developers shall be entitled to deduct the proportionate amount from the Monthly Maintenance/Maintenance Deposit paid by the Purchasers to the Management Body.
- (R) That quiet, vacant and peaceful possession of the said Property described in SCHEDULE-II is delivered by the Vendor/Developers herein to the Purchasers today and the PURCHASER acknowledges the delivery of the said Property by the PURCHASER in good and proper condition. The Purchasers have verified and are satisfied with the quality of construction, specifications, fixtures, fittings, project amenities and facilities, etc and they shall not raise any objections/claims in this respect in future. the purchaser

has also verified the physical condition of the said property and is satisfied with the same. The purchasers have completely satisfied itself and is satisfied to the measurement of carpet area of the said Property and has no objection in this regard and shall not raise any dispute in future.

- (S) AND the Developers doth hereby for itself, its successors and assigns COVENANT with the Purchasers that notwithstanding any act, deed, matter or thing whatsoever by the Developers or any of their ancestors or testators or any person or persons lawfully, or equitably claiming by, from through, under him or them or omitted or knowingly suffered to the contrary the Developers now hath at the sealing and delivering of these presents good right, full power and absolute authority to allot, grant, release and assure the said Property hereby granted, conveyed released or assured or intended so to be unto and to the use of the Purchaser in the manner aforesaid and subject to the terms and conditions stated in this deed and also subject to rules, regulations and resolutions of the Management Body.
- (T) AND that the Purchasers, after obtaining possession of said Property from the Developers in writing shall and may at all time hereafter peacefully and quietly enter upon, occupy, possess and enjoy the said Property and receive the rents and profits thereof and of every part there to and for his/her/its use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Developers or any members or any of them or claiming by, from, under or in trust for him or any of them upon fulfillment of and subject to what is stated herein.
- (U) AND full and free right liberty and license for the Purchasers, their heirs, executors, administrators, agents, successors, legal representatives and assigns for the time being of the said Property and its or their tenants and servants and all other persons authorized in that behalf by it or them from time to time and at all times after delivery of possession from the Developers in writing, by day and or night for all purposes connected with the use and enjoyment of the said Property to go, return, pass and re-pass with or without vehicles in, along, over and upon the land of common facilities and approaches subject to what is stated elsewhere in this Deed and rules made by the Management Body from time to time.
- (V) THE Developers covenants with the Purchasers that the said Property/Entire Project Land and construction or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever and that no one else has any right of maintenance or otherwise from and over the said Property and that said Property is free from any encumbrances, mortgages, lien or charge of any nature whatsoever and that the DEVELOPERS has not taken any loan or financial assistance of any nature from anyone by creating charge over the said Property or its title deeds on the said Project Land. Therefore the said Property is free from any mortgage or charge.
- (W) The Developers hereby covenants to the Purchasers that, If within a period of five years from date of Building Use Permission, the Purchaser brings to the notice of the Developers any structural defect in the Property or the building in which the Property is located or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Developers at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developers, compensation equal to cost to cure/rectify

such defect. Provided that the Developers shall not be liable to rectify any defect or for payment of any compensation in the following cases:-

- a. If the cause of any such defect is not attributable to the Developers or are beyond the control of the Developers ; or
 - b. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification ; or
 - c. Developers shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier; or
 - d. In case where guarantees and warranties are provided by the third parties, the same shall be extended to the Purchaser and to honor such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said Property/building/phase/wing, and if the annual maintenance contracts or applicable licenses are not done/ renewed by the Purchaser/Management Body, the Developers shall not be responsible for any defects occurring due to the same., or
 - e. The Management Body or the individual Purchaser shall adhere to maintenance schedule as prescribed by the manufacturer/Developers.
 - f. The Purchaser is hereby informed not to use acid or any other chemicle etc. for cleaning bath, toilet, w/c, kitchen, balcony etc. because usage of acid causes the joints to open/ widen resulting in seepage/leakage. In future if there is any leakage/seepage of water/ gutter-line due to usage of acid then the Purchaser/Management Body shall be responsible for carrying out such repair work in its Property or in the Property located on upper/lower floor at their own cost and expense.
 - g. The Purchaser shall not carry out any alterations of any nature in the said Property which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or my erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water if any carried out without the written consent of the Developers then the defect liability automatically shall become void.
 - h. That the Purchaser has been made aware and has expressly Agrees that the regular wear and tear of the Unit/Building/ Phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which shall not be deemed to be structural/workmanship defects.
 - i. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess in same and shall then submit a report to state the defects in materials used. in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid Agreed clauses of this Agreement.
- (X) That the Developers has paid and shall pay all kinds of Panchayat taxes, Cesses, Betterment charges and Revenue Taxes etc in respect of the said Property up to the date of receipt of BU permission. Irrespective of the date of booking or sale deed

execution, the Purchasers shall be liable to proportionately pay such taxes, property taxes, Cesses, charges, etc for the period post BU permission date. The Purchasers shall also be liable to proportionately pay water charges, drainage charges, gas connection charges, internet connection charges or any other connection charges in respect of the said Property.

- (Y) The Purchasers hereby undertakes and declare that they are legally entitled to buy the said Property under the prevailing laws and have taken necessary permissions for the purchase of the said Property and have paid the consideration for the said Property through legally permissible means. It will be the sole responsibility of the Purchasers to abide by the terms and conditions of any such permission. On account of breach of any law or rule by the Purchasers, if any fine or penalty or punishment is imposed by any government authority then the same shall be the liability of the Purchasers alone and the Purchasers hereby completely indemnify the Developers in this regards for all times to come.

- (Z) The terms and conditions of all other deeds like agreement for sale, application form, etc shall also be binding upon the Purchase and their transferees.

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

The Purchasers irrevocably agree that they have purchased the said Property on the following terms and conditions and they covenant with the Developers as stated hereunder:

1. The Developers shall form Management Body for management and maintenance of common facilities and amenities of said Project and Purchasers shall from time to time sign and execute the application and other papers and documents necessary for the membership of the Management Body. The Purchasers shall co-operate and assist the Vendor for formation of the Management Body and shall become member of the said Management Body by purchasing necessary shares. The Purchasers also agrees to abide by the rules, regulations and resolutions of the Management Body which is formed for the management of the said Project and assures that they shall not commit any breach of the same.
2. The Purchasers hereby agree that he/she/it/they shall also be liable to pay to the Vendor/ Developers, the PURCHASER'S share of stamp duty and registration fees payable for transfer of title in common areas of the Project in favor of the Management Body. If the Purchasers fail to pay such amount, then the Developers shall be entitled to deduct the proportionate amount from the Maintenance Deposit paid by the PURCHASER to the Management Body.
3. The Purchasers shall observe and perform all the rules and regulations which the Management Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Property therein and for the observance and performance of the Building Rules Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers shall also observe and perform all the stipulations and conditions laid down by the Management Body regarding the occupancy and use of the said Property in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings.

4. It is hereby agreed by the Purchasers that as owners of said Property in pursuance of this deed it shall deposit with the Management Body necessary maintenance Deposit as decided by the Management Body/Developers from time to time. The Purchasers agree that subsequently it shall also pay such amount as may be decided by the said Management Body/Developers for running or routine maintenance charges. The Purchasers shall bear and pay any applicable GST on such maintenance charges or deposit payments. Maintenance deposit running maintenance amount shall be utilized by the said Management Body/Developers towards common expenses, maintenance and other expenses incurred for the management and maintenance of common amenities and services of the Project. The Management Body shall also be entitled to use/spend the corpus of the said maintenance deposit fund in case of necessity. The Purchasers shall also be required to pay additional amount in future as corpus fund or otherwise if the Management Body so decides to meet with such expenses. In case if the Purchasers fails or refuses to make the necessary payments to the said Management Body, the said Management Body shall be entitled to cut off the common services agreed to be given to the Purchasers and thereafter the Purchasers shall not be entitled to demand such services from the said Management Body and the Purchasers shall also be bound to pay interest at the rate as prescribed by said Management Body per month in case of default or delay. The 'Purchasers shall not be entitled to use and demand any services and facilities from the Management Body if they have committed default in payment of maintenance charges.
5. The Purchasers shall not use the said Property or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the Project or to the owners or occupiers of the neighboring properties nor for any immoral or illegal purposes. The Purchasers agrees not to obstruct the common areas or passages of the Project or the ground floor margins of the said project or the side margins of the said project by erecting any kind of temporary or permanent structure or placing any kind of furniture or fixtures like cabinets, table, chairs or other such loose materials.
6. That the Purchasers shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from its Property in the common passages, balconies, compound or any portion of the said Project. The Purchasers shall maintain the esthetics of the Project. The Purchasers shall carry out their work relating to installation of furniture and fit outs, maintenance and operations in a professional manner with the least inconvenience to the other occupiers of the project and without causing any damage to the common areas of the building. The Purchasers shall not store in the Property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the unit is situated or storing of which is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Property is situated, including entrances of the building in which the Property is situated and in case any damage is caused to the said building or the Property on account of negligence or default of the Purchasers in this behalf, the Purchasers shall be liable for the consequences of the breach. The Purchasers shall abide by the rules and regulations

as may be formed for the entire Project with regards to carrying out the interior work inside the said property and shall also pay any deposit or charges as may be levied in this regards. If the Purchasers or its employees, agents, visitors etc. are found throwing dirt, rubbish, garbage pan-masala etc in any part of the scheme then the purchasers shall be liable to clear such dirt, rubbish etc at its cost and in addition the Vendor/Management Body shall also be entitled to impose line on the Purchasers or its employees, Visitors, etc...

7. The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendor with such permission, approvals which would enable the Vendor to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
8. The Vendor accepts no responsibility in this regard. The Purchaser shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Deed of Conveyance, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser only.
9. The Purchasers shall not use the said Property for non-residential purposes. "the Developers/Management Body shall also be entitled to immediately stop the non residential use even it such use has begun.
10. That the Purchasers shall not use the said Property as consulting room of medical professional, doctor's clinic, classes, maternity home, professional office and for any other purpose which may be objectionable to the said Developers/ Management Body and other occupiers in the said Scheme.
11. That the Purchasers shall maintain at its own costs the Property Purchased by the Purchasers in the same good condition, state and order in which it will be delivered to the Purchasers and shall abide by all bye laws rules and regulations of the government,

the Gandhinagar Urban Development Authority and Electricity Company and any other authorities and the Management Body 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.

12. Representation and Warrants of the Purchaser ;

- i. To maintain the Flat/Shop at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Shop is situated and the Flat/Shop itself or any part thereof without the consent of the local authorities, if requires.
- ii. Not to store in the Flat/Shop or the common passages or staircase of the Building any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Shop is situated, included entrances of the building in which the Flat/Shop is situated and in case any damages is caused to the building in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same condition, state and order in which it was delivered the building in which the Flat/Shop is situated or the Flat/Shop which may be contrary to the rules and regulation and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. That purchaser shall be keep the front side passage of their Flat/Shop neat & clean and shall not be put any type of shoe/s box or dustbin and shall not be put such type of any other article/s on the passage as also purchaser is not allowed to construct any type of shed or put any type of grill in front of the window or balcony.
- v. Not to demolish or cause to be demolished the Flat/Shop or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support and shall no chisel or in any other manner cause damage to

columns, beams, wall, slabs or RCC, Partition or other structural members in the Flat/Shop without the prior written permission of the Vendor and/or Society or the Limited Company.

- vi. The Purchaser/s further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. That the Purchaser/s shall not put any name boards without the prior written permission of the Vendor. The Vendor will provide necessary dimensions and sizes for the name boards/plats to be displayed at the entrance of his Flat/Shops. The Purchaser/s shall be allowed to put its name boards on the entrance door/wall of their Flat/Shops and shall also follow the instructions of the Vendor/ Service regarding dimension and size of the such name board.
- vii. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.
- viii. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Flat/Shop. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- ix. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- x. Not to throw dist, rubbish, rags, garbage or other refuse or permit the same to the thrown from the said Flat/Shop in the compound or any portion of the project land and the building in which the Flat/Shop is situated.
- xi. Pay to the Vendor within fifteen days of demand by the Service Society, his share of security deposit as demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Shop is situated.
- xii. The Purchaser/s shall not use the said Flat/Shop or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyances to the occupiers of the other premises in the project or to the owners or occupiers of the neighboring properties not for any immoral or illegal purposes.
- xiii. The bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Shop by the Purchaser for any purpose other than for purpose for which it is sold.

- xiv. That purchaser will be park their vehicle on the parking space as will allot by service society.
- 13. The Purchaser/s shall at no time demand partition of their interest in the building or entire land and common facilities and amenities. It being agreed and declared by the Purchaser/s that their interest in the said land and common facilities and amenities is impartible. The said Flat/Shop shall be used, occupied and enjoyed by the Purchaser/s as one and the Purchaser/s shall not divide or sub-divide the same for use as more than one Flat/Shops.
- 14. The Purchaser shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of residency/commercial as per plan and permission of the AMC in future. otherwise Service Society will be entitled to take the possession of the said Flat/Shop from the Purchaser/s and the Service Society shall have every rights to sell the said Flat/Shop to any other person as it may deems fit and proper.
- 15. The Purchaser/s has/have been measured the carpet area of the said Flat/Shop and He/She/They are fully aware the meaning of carpet area as defined under section 2 (k) of the said act. The Purchaser/s have taken personal and physical inspection of the said Flat/Shop as to the quantity, quality of materials as also workmanship thereof and have fully satisfied with the same in all respects.
- 16. That the Purchaser/s are fully satisfied with the basic construction work and confirm that there are no latent or patent defects in the construction and in turn have taken over the actual and physical possession of the said Flat/Shop.
- 17. THE Vendor declare that the Vendors do possess certain title deeds and documents and accordingly the Xerox copy of relevant documents thereof have been given to the Purchaser/s.
- 18. That the Vendors have handed over the actual and physical possession of the said land as co-owner and possessor thereof alongwith other Purchaser/s while the Vendors have handed over the actual and physical possession of said constructed Flat/Shop to the Purchaser/s.
- 19. That the Purchaser/s further confirm and record that they have no dispute and or compliant and/or grievance of whatsoever nature in respect of the said Flat/Shop and or against the Vendor.
- 20. The Purchasers or their employees, agents, etc. shall not demolish or do any additions/alterations/modifications of any nature in the said Property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said Property or the neighboring premises or the Building and shall keep the portion, sewers, drains and pipes in the said Property and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Property is situated. No modifications or changes shall be allowed in the elevation/facade of the project building or the color scheme for all times to come. The Purchasers shall not carry out any alterations in the structure for all times to come and shall not even seek for such permission from the Management Body. The PURCHASER may carry out internal civil work (non-structural) with prior

written consent of Developers/Management Body and after obtaining prior written opinion of Structural Engineer of repute and also after obtaining prior permission of local authorities however the PURCHASER shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Property.

21. The Purchasers shall not alter/change the size and shape of the door, windows, shutters etc and shall not make any hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring, ceiling etc of the said Building/Property; The Purchasers shall install the air conditioners/coolers at designated places only and in a manner in which the aesthetics of the Project are not compromised.
22. That the Purchasers shall not put any Name Plates without the prior written permission of the Developers/Management Body, The Developers/Management Body will provide necessary dimensions and sizes for the Name Plates to be displayed at the entrance of the Property. The Purchasers shall be allowed to put its Name Plates on the entrance wall/door of their Property and shall also follow the instructions of the Developers/Management Body regarding dimension and size of the Name Plates. The Purchasers shall never put or install any hoarding, or vinyl or signage or any drape inside the said property which is visible from outside the building in any manner and the Purchasers shall not put or install anything on the facade of the building. Only the Developers/Management Body are authorized to put up the Purchasers name along with all other members/occupiers of the Project at a designated place on the ground floor foyer of the building.
23. THAT the Purchasers shall keep insured its Property against loss or damage by fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc in the full value and the Purchasers with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the Management Body or the Developers, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the Property being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the Property.
24. That the Purchasers hereby are aware and unequivocally agree, consent and confirm that that the rights to use the terrace space on the top of the Project building is a restricted /limited facility and its use shall always be regulated by the Management Body. The Purchasers herein shall not have any right, title or interest in the said terraces of the building. The Purchasers herein agree that he shall not claim any right in the terrace areas.
25. That the Purchasers shall permit the Developers/ Management Body, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hour's notice (except in case of emergency) to enter in to and upon his/ her/their property and any part thereof for the purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structures and other conveniences belonging thereto or services used in the said building and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water to the Property or any other property in the building in respect

whereof the occupiers of such other Property as the case may be shall have committed default in paying its share of maintenance charges, Common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the Management Body.

26. The Purchasers are aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in Properties as well as from the neighboring and upper Properties. Leaked water/moisture may appear on the walls of said Property and that may deteriorate the paint and plaster on the walls. Purchasers are aware that water being a substance in liquid state is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction and cannot be construed to be defects as mentioned in this deed. Purchasers agree that the Developers shall not be liable for any damage in the Property due to leakage of water and its various other after effects. However, the Purchasers hereby undertake to get repaired the toilets and wet areas at its own cost/expense. In case the occupiers of lower Property below the said Property complains of any water leakage in their roof.
27. The Lift facility in this building shall be used as per rules of the Management Body which is formed for the management of said building. It is to be economically used. The Purchasers as well as their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The lift is of a standard quality and necessary permissions are taken for its usage. But it is a machine and is not manufactured by the Developers. Therefore during the use of the lift and even as a result of any negligence or otherwise, if anyone is injured or any damage occurs then the Developers shall not become responsible for it and the Purchasers or their employees, heirs etc shall not demand/shall not be entitled to demand such damages/compensation from the Developers and PURCHASER hereby gives assurance and consent in it. It shall be the responsibility of the Owners/PURCHASER of a building to ensure that the lifts are kept in good repair, such that its use is safe. It will be the responsibility of the owners/Purchasers of the project to follow the Maintenance Protocol as mentioned in the said regulations. Also it shall be the responsibility of the Owners/Purchasers to take renewals of Repair/Maintenance contract and Lift licenses at their own cost from the competent authority. The PURCHASERS confirm to abide with the statutory requirement in this regard.
28. The Purchasers and their family members, staff, visitors, etc. shall not spoil or damage any part of the common property or amenity. The Vendor/Management Body shall be entitled to impose fine on any person spoiling or damaging the common property or rendering it unfit for public use and also recover the cost of repairs from the Purchasers.
29. That Vendors will be formed service society for better maintenance of the said building and hence the Purchaser/s agree and bind himself/herself/themselves to become member of a said Service Society and hold requisite number of share and pay regularly the proportionate share that may be decided towards (1) insurance premium, (ii) land revenue and outgoings that may from time to time levied by the Government (ii) outgoings for maintenance and management of the entire building including common lights and other amenities as also other outgoings and collection charges incurred in connection with the maintenance of said **“SHYAM STATUS”** such other contributions as may be levied by the

said service society.

30. The Developers has provided vehicle parking spaces in the Project as per the plans passed by the relevant authorities and as per the provisions of the prevalent rules of local authorities. The Purchasers hereby are aware and unequivocally agree, consent and confirm that the Purchasers and their family members shall park their vehicles only in their allotted/ designated parking area and they shall not be entitled to park in visitor parking area or allotted parking area of any other member of the Project. All parking areas in the Project (in hollow plinth or margins are on allotment basis and allotment rights are solely with the Management Body which shall be regulated by the Management Body in consultation with the Developers.

The Purchasers hereby agree to abide by the parking allotment arrangements made by the Management Body/Developers and not to raise any dispute with regards to the same in the future. The Purchasers hereby declare that they have not paid any amount to the Developers towards the allotment of parking slots. The Developers/Management Body shall be entitled to take strict action against the PURCHASER, including imposition of fine, if they don't follow the parking rules. The Purchasers are aware that for purpose of better safety and security of premises and convenience to owner/end users, the entry/movement of heavy vehicles shall not be permitted inside the Project.

31. The residual or unutilized or additional FSI with respect to the any Phase Land and Entire Project Land shall always belong to the Society. The Society alone shall be entitled to use the residual or unutilized or additional FSI on any Phase land by constructing additional floors/buildings or the Society may use such residual or unutilized or additional FSI at any other location or the Society may sell or in any other manner transfer such residual or unutilized or additional FSI to any third party. It is also agreed by the Purchaser that even after the Management Body has been formed with respect to the said Project, the Society alone shall be entitled to retain full right and authority to use or sell such residual or unutilized or additional FSI.
32. Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **“SHYAM STATUS”**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.
33. The Purchaser hereby acknowledges that even after the Management Body has been formed with respect to the said Project, the Vendor shall be entitled to sell or in any other manner transfer the un-sold Property(s) in the said Project to any third party on such terms and conditions as it may deem fit and such Purchaser/transferee of un-sold Properties shall be entitled to become member of the Management Body and use all common areas and facilities in the Project at par with other Unit purchasers/occupiers.
34. If any provision of this Agreement shall be determined to be void or unenforceable

under the Act or the Rules and Regulations made hereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made hereunder 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.

35. After obtaining previous written permission of the Management Body/Developers the Purchasers shall be entitled to transfer/sell, convey, rent, mortgage, charge or in any way encumber or deal with or dispose of said Property or to assign, underlet or part with its interest under or benefit of this sale or any part thereof in the said Property and such approval shall not be normally denied unless the Purchasers/occupiers have committed each or default in compliance of the terms and conditions of this sale deed any other agreement entered into with of the Management Body or its rules resolution etc as the case may be and if the activities of the transferor transferee are not suitable to the Building/Management Body. The purchasers shall take prior written permission from the Developers/Management Body before giving the said Property or any part thereof on Rent, Lease or Leave and License basis and it shall be the responsibility of the Purchasers to inform the concerned Police Station about the Property as per prevailing laws.
36. That the PURCHASER and the persons to whom the said Property shall be subsequently transferred, assigned or given possession of with the permission of the Management Body of the said Project shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the said Management Body may require for safeguarding the interest of the said Property and its occupiers.
37. That the PURCHASER and persons to whom the said Property shall be subsequently transferred, assigned, leased or given possession of shall observe, obey and perform the rules, regulations and resolutions, which may have been made by Management Body for the protection, maintenance, use and transfer of the said Property and other space and premises therein and/or in the compound. They will also abide by the building rules regulations and bye-laws for the time being of the local authorities of the government.
38. That if the Purchasers or its family members, guests or any person claiming under the Purchasers have damaged or caused to have damaged any, of the common properties/amenities/facilities of the said project or the Purchasers are found to have committed breach of any of the conditions without prejudice to the right of expulsion of the Purchasers from the occupation and membership of the said Management Body and forfeiture of its price and share, the said Developers/Management Body shall have absolute right to compel the Purchasers to rectify the damages at its own cost and in default, shall have a right to cause it to be done through its agents and employees at the cost of Purchasers and transfer it in any manner they like for making good the losses, expenses etc suffered by Management Body.
39. That the doors, windows etc. in the said Flat/Shop shall be made of wood and are likely to be swollen during monsoon due to humidity/ dampness and thereby can cause some hardship to the Purchaser/s. It is due to act of nature. The Purchaser/s shall not be entitled to claim any damages on that ground. Similarly the Purchaser/s shall also not be entitled to recover any damages due to rusting

- of stoppers, etc which is usual due to monsoon humidity.
40. All the terms, conditions, stipulations and provisions of this sale deed have been agreed and understood by the Purchasers and the same shall be binding upon the heirs, assigns, transferee of the Purchasers and all other subsequent transferees and future owners and occupiers or tenants of the said Property.
 41. That Purchaser/s agree and assure that if he has made payment by way of post dated Cheque or any other instrument (other than Cash) same must not be dishonored by any reason whatsoever, otherwise Vendor shall be free to take appropriate Legal action under the Negotiable act as well as any other law that may be applicable against Purchaser/s or otherwise. That any dispute that may be occur between Purchaser/s at any time it will be subject to Ahmedabad Jurisdiction and whatever expense are suffered by the Vendor the same shall have to be reimbursed by Purchaser/s. The Purchaser/s agree that in such event, the Vendor shall be free to terminate the said Deed of Conveyance at its sole desecration, and will be entitled to transfer the said Flat/Shop to any other Prospective Purchaser/s at such price as it may deem fit, and amount paid by Purchaser/s will be re-paid to the Purchaser/s after deducting necessary administrative Charges.
 42. The said Scheme shall always be known as **“SHYAM STATUS”**. This name shall not be normally changed under any circumstances by the Purchasers and other unit holders.
 43. Any dispute between the parties to this Agreement will have to be resolved concurrently. If a dispute cannot be resolved in a conciliatory manner, under the Real Estate Regulatory Act 2016 and the rules and provisions made thereunder, it shall be sent to that authority.
 44. The transaction covered by this agreement at present is not understood to be eligible to tax under some direct or indirect tax laws or similar other laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipments used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the Purchaser/s/s on demand at any time.
 45. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled as per the Arbitration Act, by a panel of Two Arbitrators, on to be appointed by each party, without any recourse being taking to the court.
 46. If purchaser are given any amount from the other person's account for the said Property, in the circumstances of which the amount of substance given from the account will not get any right in this property. And The amount charged by the purchaser will be counted only. And if any notice is sent by the Income-

Tax Office in this regard, and the property will be attached to the attachment under Anonymous law, Then its full liability will be to the Purchaser. And the seller will not have any liability for this matter.

47. The transaction covered by this agreement is eligible to GST payable by the Vendor.
48. THAT all the partners of the Vendor/Developers has authorized and appointed **Mr. KAMLESHBHAI BABUBHAI CHAUHAN**, as a authorized signatory of the Vendor/ Developers, to sign and execute and register the Sale Deed and other related Documents on behalf of the said Vendor/Developers.
49. That Vendor to appointed **Mr.** to register the all document in respect of sell of the various Unit/s and do all activities in respect of said scheme on behalf of the Vendor under and virtue of Power of Attorney datedduly registered with the Sub-Registrar of Gandhinagar on same day under serial No..... and the same is valid, legal and subsisting.
50. The agreement for sale of said property has been registered in Sub-Registrar's Office Gandhinagar with Serial Number as on dated

SCHEDULE - I

(Description of Entire Project Land)

All that piece or parcel of Freehold Non-Agricultural Use Land bearing **Final Plot No.274** (According to GUDA Letter No.GUDA-Technical Branch-F.P.Order-12348/2019, dtd.20/12/2019) admeasuring **6000 Sq.Mtrs.** Land allotted in lieu of **Survey No.274**, admeasuring 10005 Sq.Mtrs. (**Old Survey No.123/3 Paiki 2**, admeasuring 10000 Sq.Mtrs.) land situated within the village limits of **Valad**, Taluka Gandhinagar in the Registration Sub-District of Gandhinagar :-

The Said Land is bounded as following :-

On or towards the East	:-	Survey No.280
On or towards the West	:-	Survey No.276 & 277
On or towards the North	:-	Survey No.278
On or towards the South	:-	Survey No.276 and Road

SCHEDULE - II

(Description of the Said Property hereby sold)

All that Property being **Flat No.....** on **Floor** in **Block No.....**, having **Carpet area (as per RERA)** admeasuring about **Sq.Mtrs.** along with (i) **wash Area admeasuring about Sq.Mtrs.** (ii) **Balcony/verandah admeasuring about Sq.Mtrs.** (**TOTAL : Sq.Mtrs.**) (iii) together with undivided share in the said land admeasuring **Sq.Mtrs.** in the scheme known as "**SHYAM STATUS**" constructed on the land more particularly described in the first schedule herein above written, together right to use common amenities and common area and common facilities of the project .

*** That is to say on or towards the - The said Unit is bounded as under :**

On or towards the East	:-
On or towards the West	:-
On or towards the North	:-
On or towards the South	:-

SCHEDULE - III

(Description of the Common areas and facilities in the Project)

- Common Plot
- Sufficient Parking at Ground Floor and Basement Parking
- 24 hours water Supply with water meter
- Auto Lifts in each Tower
- Children Play Area
- Common Road and Street Lighting
- 24 hours Security

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder on thisth day of, 2021 at GANDHINAGAR.

FIRST PARTY/VENDOR/PROMOTER

“M/s. SHREE AVAL DEVELOPERS LLP”

a limited liability partnership firm through its authorized partner

Mr. KAMLESHBHAI BABUBHAI CHAUHAN

WITNESSES : -[1]_____

[2]_____