

RERA REGISTRATION NO. _____

CONSIDERATION AMOUNT RS/-
IN WORDS RUPEES ONLY.

SALE DEED OF IMMOVEABLE PROPERTY

THIS INDENTURE made at Vapi this th day of the Christian Year Two Thousand Twenty Three.

BY

MILESTONE YOGI, a partnership firm constituted under the provisions of the India Partnership firm Act, 1932 having its' registered office at: Plot No. 50, Mahaveer Villa, Ajit Nagar, Daman Road, Vapi, Tal. Vapi, Dist. Valsad (PAN NO. ABRFM7219D) through its partner MR. _____, aged about years, occupation _____, Residing at : _____, hereinafter referred to as "The Vendor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor, successors or permitted assigns) of the FIRST PART;

IN FAVOUR OF,

MISS/MRS/MR. _____ aged about years, Occupation residing at _____ (PAN NO.) and MISS/MRS/MR. _____ aged about years, Occupation residing at _____ (PAN NO) hereinafter, singularly and collectively, referred to as "the Purchaser" (which

expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors or permitted assigns) of the SECOND PART.

WHEREAS

1. The Vendor is now seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of the land, which is more particularly described under the schedule-I below as sole owner and holder.
2. Whereas, the Non Agricultural land bearing Block/Survey No. 3012 admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs. situated within the limits of Village Chala, Tal. Vapi, Dist. Valsad was bearing old Block/Survey No. 429/B/PLOT/49 admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs.
3. The N.A. land bearing old Block/Survey No. 429/B/PLOT/49 admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs. situated within the limits of Village Chala, Tal. Vapi, Dist. Valsad is the part of old Revenue Survey No. 438 + 434Part + 432Part + 430/2Part + 430/3Part + 430/4Part + 429Part + 449 + 448Part + 441Part + 440 + 439 + 431/A.
4. Whereas, the land bearing R.S.No. 438 and the land bearing R.S.No. 434Part and the land bearing R.S.No. 432Part and the land bearing R.S.No. 430/2Part and the land bearing R.S.No. 430/3Part and the land bearing R.S.No. 430/4 and the land bearing R.S.No. 429Part and the land bearing R.S.No. 449 and the land bearing R.S.No. 448Part and the land bearing R.S.No. 441Part and the land bearing R.S.No. 440 and the land bearing R.S.No. 439 and the land bearing R.S.No. 431/A ALL situated within the limits of Village Chala, Tal. Vapi, Dist. Valsad were standing in

the name of M/s. Indravardhan Gulabchandra and Brothers, a partnership firm.

5. Whereas, by virtue of the Order No. D.P.N.A.ERGI.110/65/66 dated 27.06.1966 passed by District Development Officer, Valsad the land bearing R.S.No. 438 and the land bearing R.S.No. 434Part and the land bearing R.S.No. 432Part and the land bearing R.S.No. 430/2Part and the land bearing R.S.No. 430/3Part and the land bearing R.S.No. 430/4 and the land bearing R.S.No. 429Part and the land bearing R.S.No. 449 and the land bearing R.S.No. 448Part and the land bearing R.S.No. 441Part and the land bearing R.S.No. 440 and the land bearing R.S.No. 439 and the land bearing R.S.No. 431/A in total admeasuring about 12 Hec. 55 Are. 89 Sq.Mtrs. ALL situated within the limits of Village Chala, Tal. Vapi, Dist. Valsad converted into N.A. use. This fact is recorded in the Mutation Entry No. 2434, which is duly certified by the competent revenue authority.
6. Whereas, by virtue of the Order No. B.N.D./REGI.11.69 dated 25.11.1969 passed by Mamlatdar, Pardi the land bearing R.S.No. 438 and the land bearing R.S.No. 434Part and the land bearing R.S.No. 432Part and the land bearing R.S.No. 430/2Part and the land bearing R.S.No. 430/3Part and the land bearing R.S.No. 430/4 and the land bearing R.S.No. 429Part and the land bearing R.S.No. 449 and the land bearing R.S.No. 448Part and the land bearing R.S.No. 441Part and the land bearing R.S.No. 440 and the land bearing R.S.No. 439 and the land bearing R.S.No. 431/A ALL situated within the limits of Village Chala, Tal. Vapi, Dist. Valsad have been consolidated and given Block/Survey No. 438 + 434Part + 432Part + 430/2Part + 430/3Part + 430/4Part + 429Part + 449 + 448Part + 441Part + 440 + 439 + 431/A admeasuring about 12 Hec. 55 Are. 89 Sq.Mtrs. This fact is recorded in the Mutation Entry No. 2526 on 29.11.1969, which is duly certified by the competent revenue authority.

7. Thereafter, by virtue of the Kami Jasti Patrak No. 34/71-72 passed by Superintendent of Land Records, Vadodara in the year, 1971 and Rectification Sheet No. 44 of District Inspector of Lands Records under the Order No. 33/18.2.1972 dated 16.02.1972 and Order No. T.P.254, the land bearing Block/Survey No. 438 + 434Part + 432Part + 430/2Part + 430/3Part + 430/4Part + 429Part + 449 + 448Part + 441Part + 440 + 439 + 431/A admeasuring about 12 Hec. 55 Are. 89 Sq.Mtrs. situated within the limits of Village Chala, Tal. Vapi, Dist. Valsad has been divided into several plots. This fact is recorded in the Mutation Entry No. 2650 on 01.08.1972, which is duly certified by the competent revenue authority.
8. Thereafter, Mr. Dolatbhai Bhimbhai Desai has purchased the N.A. Plot No. 49 admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs. of the land bearing Block/Survey No. 438 + 434Part + 432Part + 430/2Part + 430/3Part + 430/4Part + 429Part + 449 + 448Part + 441Part + 440 + 439 + 431/A admeasuring about 12 Hec. 55 Are. 89 Sq.Mtrs. situated within the limits of Village Chala, Tal. Vapi, Dist. Valsad by a registered Sale Deed from M/s. Indravardhan Gulabchandra and Brothers, a partnership firm. This fact is recorded in the Mutation Entry No. 3767 on 15.09.1984, which is duly certified by the competent revenue authority.
9. Thereafter, Yogi Apartment Co-Operative Housing Society Limited, a society constituted under the provisions of the Co-Operative Housing Societies Act, 1963 has purchased the N.A. Plot No. 49 admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs. of the land bearing Block/Survey No. 438 + 434Part + 432Part + 430/2Part + 430/3Part + 430/4Part + 429Part + 449 + 448Part + 441Part + 440 + 439 + 431/A admeasuring about 12 Hec. 55 Are. 89 Sq.Mtrs. situated within the limits of Village Chala, Tal. Vapi, Dist. Valsad by a registered Sale Deed dated 22.04.1985, which is duly

registered in Pardi Sub Registry at Serial No. 617 from Mr. Dolatbhai Bhimbhai Desai. This fact is recorded in the Mutation Entry No. 3837 on 01.05.1985, which is duly certified by the competent revenue authority.

10. Thereafter, the N.A. Plot No. 49 admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs. of the land bearing Block/Survey No. 438 + 434Part + 432Part + 430/2Part + 430/3Part + 430/4Part + 429Part + 449 + 448Part + 441Part + 440 + 439 + 431/A admeasuring about 12 Hec. 55 Are. 89 Sq.Mtrs. situated within the limits of Village Chala, Tal. Vapi, Dist. Valsad has been computerized 7x12 Extract No. 429/B/PLOT/49.
11. Thereafter, by virtue of the Order No. DSO/RE-SURVEY/VAPI-03/CHALA-059/2017 dated 26.03.2017 passed by Superintendent of Lands Records Cum Akatrikaran Officer, Valsad the N.A. Plot No. 49 admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs., which was bearing Block/Survey No. 429/B/Plot/49 situated within the limits of Village Chala, Tal. Vapi, Dist. Valsad has been given new Block/Survey No. 3012 admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs. This fact is recorded in the Mutation Entry No. 12820 on 29.12.2006, which is duly certified by the competent revenue authority.
12. Thereafter, by virtue of the Notification No. MAKAMA/102017/4197/NA dated 09/01/2019 passed by Revenue depart of the State Government, the Village Chala has been merged within Vapi Municipality along with the other Villages. This fact is recorded in the mutation entry No. 13438 on 16.12.2020, which is duly certified by the competent authority.
13. Thereafter, Yogi Apartment Co-Operative Housing Society Limited, a society constituted under the provisions of the Co-Operative Housing Societies Act, 1963 has constructed the building known as "YOGI

APARTMENT CO-OPERATIVE HOUSING SOCIETY LIMITED" on the Non Agricultural land bearing Block/Survey No. 3012 (Old Block/Survey No. 429/B/PLOT/49 admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs) admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs. situated within the limits of Village Chala, Tal. Vapi, Dist. Valsad.

14. Thereafter, Yogi Apartment Co-Operative Housing Society Limited, a society constituted under the provisions of the Co-Operative Housing Societies Act, 1963 has demolished the construction known as "YOGI APARTMENT CO-OPERATIVE HOUSING SOCIETY LIMITED" constructed on the Non Agricultural land bearing Block/Survey No. 3012 (Old Block/Survey No. 429/B/PLOT/49 admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs) admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs. situated within the limits of Village Chala, Tal. Vapi, Dist. Valsad by virtue of the Notice No. TP/REGI.2/VASHI.2107/2021-22/607 dated 24.03.2022 issued by Vapi Nagarpalika.
15. Thereafter, by virtue of the Resolution No. SPL/01 dated 18.07.2021 passed in General Meeting of Yogi Apartment Co-Operative Housing Society Limited, a society, the Non Agricultural land bearing Block/Survey No. 3012 (Old Block/Survey No. 429/B/PLOT/49 admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs) admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs. situated within the limits of Village Chala, Tal. Vapi, Dist. Valsad agreed to be sold and to dissolve the society and also authorized the president and the secretary to sign and to execute and to register the document.
16. Therefore, the necessary inquiries have been made by the society for the market value of the land and as the Vendor quoted the highest price, the society has sold the Non Agricultural land bearing Block/Survey No. 3012 (Old Block/Survey No. 429/B/PLOT/49 admeasuring about 00 Hec. 07

Are. 92 Sq.Mtrs) admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs. situated within the limits of Village Chala, Tal. Vapi, Dist. Valsad to the Vendor by the Sale Deed dated 22.09.2022, which is duly registered in Vapi Sub Registry on 26.09.2022 at Serial No. 12851.

17. And for bestowing better right, title and interest to the Vendor with regard to the captioned property, all the members of Yogi Apartment Co- Operative Housing Society Limited, a society have executed the Deed of Confirmation dated 12/01/2023, which is duly registered in Vapi Sub Registry at Serial No 543 with regard to the Sale Deed dated 22.09.2022, which is duly registered in Vapi Sub Registry on 26.09.2022 at Serial No. 12851 in favour of the Vendor.
18. Therefore, the Vendor has become the sole owner and the holder of the land, which is more particularly described under the Schedule-I.
19. The Vendor has floated in the project known as “MILESTONE YOGI” in the land, which is more particularly described under the schedule-I below.
20. The Vendor is entitled to develop the lands, which is more particularly described under the schedule-I by constructing Residential Building thereon in accordance with plans sanctioned by Vapi Nagarpalika.
21. As a part of the Scheme of Development of the Property, the Vendor initially developed a residential building known as “MILESTONE YOGI” (hereinafter referred to as “the Building”) (hereinafter referred to as “the Scheme of Development of the Property”).

22. Vapi Nagarpalika, Vapi has issued construction permission No. 1020BP23240014 dated 25/04/2023 bearing out ward No. 1 with regard to the lands, which is/are more particularly described in the Schedule-I to construct the building known as "MILESTONE YOGI" and the purchaser has verified the same.
23. In accordance with the plan/s sanctioned by the Vapi Nagarpalika, Vapi, The Vendor has commenced construction of the Building on the land, which is more particularly described under the schedule-I.
24. Thereafter, Vapi Nagarpalika, Vapi has issued the Completion Certificate No. _____ dated _____ with regard to the building Known as “ _____ ” constructed on the land, which is more particularly described under the Schedule-I and thereafter, the Fire NOC No. _____ dated _____ issued by Fire Authority and thereafter, Vapi Nagarpalika, Vapi has issued the Building Use Permission No. _____ dated _____.
25. The Purchaser demanded from the Vendor and the Vendor has given inspection to the Purchaser of all the documents of title relating to the Property, which is more particularly described under the schedule-I and the schedule-II and the plans, designs and specifications relating to the Building prepared by the Vendor’s Architects and R.C.C. Consultants Mr. AR. KUSHKUVAR Y. SHAH as sanctioned by Vapi Nagarpalika, Vapi, as well as such other documents such as 7x12 Extract/Property Card, Construction Permission, Map/s, Completion Certificate, Fire NOC, Building Use Certificate etc. relating to the Property as are specified under the Real Estate (Regulation Development) Act, 2016 (RERA) and the rules made there under and the Purchaser is satisfied with the same and has also

noted the terms and conditions including inter alia those governing the user of diverse areas comprised in the said Building the said Premises.

26. The copies of Certificate of Title dated the_____issued by Mr. Vipul Kapadia, Advocate for the Vendor in respect of the Property, which is more particularly described under the schedule-I and which is also verified by the purchaser.
27. Here it is made clear that, the project known as "MILESTONE YOGI" has been approved and Registered under the RERA Act, 2016 and having Registration No.
_____.
28. At the request of the Purchaser, the Vendor has agreed to sell to the Purchaser, a residential Flat No._____admeasuring about _____ Sq.Fts. carpet area on the th Floor which is inclusive of balcony/ies admeasuring about _____Sq.Fts in the building known as "_____", which is more particularly described in the Schedule-II by a registered Agreement to Sale dated , which is duly registered in Valsad sub registry at Serial No._____.
29. The Vendor is entering into similar separate Sale Deed/s with several other persons and parties for the sale of flat/s in the building known as **"MILESTONE YOGI"** constructed on the land, which is more particularly described in the Schedule-I;
30. The Parties hereto are desirous of recording the terms and conditions on which The Vendor has sold the Premises to the Purchaser;

31. The Vendor is required to enter into a written Sale Deed which shall be registered under the Registration Act, 1908, hence the Parties hereto are executing this Sale Deed.

Now as agreed by & between the parties hereto, the Vendor hereby this deed; confers and bestows all the ownership rights in favour of the Purchaser pertaining the property described in the schedule- II below with all rights and benefits thereto & convey, transfer and sell the property described under schedule- II below to the PURCHASER for the valuable consideration of Rs.____/- (in words Rupees _____only).

The consideration amount of Rs.____/- (in words Rupees _____only has been paid by the Purchaser to the Vendor as under.

DETAILS:

- 1.
- 2.

Therefore, the Vendor acknowledges the receipt of the same.

The Purchaser after verifying the rights, title, interest and construction accepted the peaceful vacant possession of the property described in the schedule-II below from the Vendor.

The Vendor hereby grants and transfers by way of sale unto the Purchaser for ever all that a residential Flat No._____admeasuring about _____ Sq.Fts. carpet area (for the purpose of this agreement the term carpet area shall have the meaning described to it under RERA) on the th Floor which is

inclusive of balcony/ies admeasuring about_____Sq.Fts in the building known as “_____” as shown in the Floor Plan thereof (hereinafter referred to as “the Premises”) for the consideration value of Rs._____-/- (Rupees_____only) including the proportionate price of the common areas and facilities in the Building appurtenant to the Premises and/or forming part of the Property, more particularly described in the Schedule-II with all the rights appurtenant thereto.

That the stairs, overhead water tank, passage, terrace and all other common facilities in the said property shall remain common for use of all the occupants of the building known as "**MILESTONE YOGI**". All the occupants of the building in proportionate shares shall share the maintenance expenses for such facilities.

That the none of the occupants of the building known as "**MILESTONE YOGI**" will have any right to obstruct the staircase, common passage, & common spaces in any manner such as by placing of household items, materials, etc. or by storing anything else.

The Purchaser shall not do any work, which would jeopardise the soundness or safety of the property, reduce the value thereof or impair any easement nor shall the Purchasers add any material structure or excavate any additional structure or cellor without, in every such case, the unanimous consent of all the other apartment owners first obtained.

The Purchaser has verified that, the Vendor is the absolute owner of the property described in the schedule- II below and they have a clear and marketable title free from any charge, mortgage or any other encumbrances or doubts.

The Purchaser has verified that, no other party has any right, claim or demand in respect of the property described in the schedule-I and schedule-II below. The Purchaser has verified that, there are no tenants, unauthorised occupants or trespassers nor any encroachments on any part of the said the property described in the schedule- II below.

The Purchaser has verified that, there are no proceedings instituted by or against the Vendor and/or otherwise and pending in any Court or before any authority in respect of the property described in the schedule-I and schedule-II below.

The Purchaser has verified that, the property described in the schedule- II below or any part thereof are/is not subject to any attachment or any process issued by any court or authority.

The Purchaser has verified that, the Vendor has not created any third party interest in any manner in the property described in the schedule- II below or any part thereof.

The Purchaser has verified that, there has been no injunction or any other Order from any Court, Collector, Revenue Authority, for any taxation or any other dues disentitling or restraining the Vendor from dealing with the property described in the schedule- II below or any part thereof.

The Purchaser has taken the possession of the property described in the schedule-II below after the verification of all present and future rights and the Purchaser has no objection whatsoever with regard to the construction of property described under the schedule- II below and fully satisfied and the Purchaser has no complaint with regard to the maintenance of the building known as "**MILESTONE YOGI** " and the Purchaser is fully satisfied

with the maintenance of the building known as "**MILESTONE YOGI**".

The Purchaser has verified that, all rates, taxes, assessments, duties, outgoing etc. payable by the Vendor in respect of the property described in the schedule- II below have been duly paid upto date.

The walls and ceiling of the building known as "**MILESTONE YOGI**" shall be of joint ownership with neighboring owners of the sides.

Margin Space shall be utilised by all the co-owners of the building known as "**MILESTONE YOGI**" without causing any inconvenience to each other.

The Purchaser agrees and accepts that, the property described under the schedule- II shall not at any time be demolished or caused to be demolished by the Purchaser. And the Purchaser shall not make or cause to be made any additions or alteration of whatever nature in the said property described under the schedule- II. The Purchaser shall not close Varandas or Balconies or make alterations in the elevations or in the outside Colour Scheme of the property described under the schedule- II under this deed.

The Purchaser shall not decorate exterior of the building known as "**MILESTONE YOGI**" otherwise than in a manner permitted by the Vendor.

The Purchaser shall not put Window Air Conditioner Unit and/or Split Air Conditioner Unit at the exterior of the building known as "**MILESTONE YOGI**" otherwise than in a manner permitted by the Vendor i.e. to say that, the Purchaser shall have liberty to install and to put the

Air Conditioner Unit at the place specified by the vendor in the building known as **"MILESTONE YOGI "**.

The Purchaser doth hereby accepts and agrees that, it is the sole discretion of the Vendor to form association or a Co-operative Society of the acquires of Co-ownership rights in this land which is more particularly described under the schedule- I and the building known as **"MILESTONE YOGI "** and acquirers of property space or to form a Private Limited Company in which acquirers shall be the share holders and the Purchaser hereby agrees and undertakes to be a Member of the association or Co-operative Housing Society or Limited Company to be formed in the discretion of the Vendor and also agrees to sign and execute the application for registration and other papers and documents necessary for formation and registration of the Co-operative Society or Limited Company including the Bye-laws. No objection shall be taken by the Purchaser if changes or modifications are made in the Bye-laws as may be necessary or required by the Registrar of Co-operative Societies or other competent authority. The Purchaser shall be bound from time to time, to sign all papers and documents and to do all such acts and deeds as may be necessary for safe-guarding the interest of the Vendor and of other acquirers of interest in the land, which is more particularly described under the schedule-I and the building known as **"MILESTONE YOGI "** and other interested persons acquirers of interest in the land, which is more particularly described under the schedule- I and the building known as **"MILESTONE YOGI "** and other interested persons in the land, which is more particularly described under the schedule- I.

All costs, charges and expenses in connection with the formation of association or the Co-operative Society or Limited Company as well as the costs of preparing, engrossing, stamping and registering all kinds of agreements, conveyances, transfer-deeds or any other documents or document required to be

executed in favour of the Purchaser with regard to the building known as **"MILESTONE YOGI"** under this deed as well as the entire professional costs of the Attorney of the Vendor in preparing and approving all such documents shall be proportionately borne by the Purchaser. The Vendor shall not contribute anything towards such expenses, such costs, charges and expenses and all such costs, charges and expenses payable by the Purchaser shall be paid by him/her/they immediately on demand. The Purchaser shall take the necessary shares in the Co-operative Society or Limited Company to be formed and this deed shall be treated as an application and an irrevocable consent by the Purchaser to become Member and for allotment of shares of the said Society or a Limited Company to him/her/them. It is clearly understood by the Purchaser that to form a Co-operative Society or not to form a Co-operative Society or to form or not to form an association is a matter of sole discretion of the Vendor. Same way to form a Private Limited Company or not to form a Private Limited Company or any kind of such scheme is a matter of complete discretion of the Vendor.

Inshort, stilts and hoarding place anywhere including in the compound, walls, terrace, open space shall always belong to the Vendor and all benefits thereof will belong to the Vendor and the Vendor shall be entitled to deal with, dispose of, let out, give on hire or leave and license or any other basis as the Vendor may deem fit and the Vendor shall be entitled to appropriate the sale proceeds, income compensation, royalty, etc. there from till the completion of the project.

The Purchaser/s or himself/themselves within intention to bring all persons in to whosoever hand the flat/ garage may come, doth hereby covenant with the Vendor as follows: -

- a) To maintain the flat/s at Purchaser's own cost in good tenantable repair and condition of the flat is taken and shall not do or suffered to be done anything in or to the flat/s and the building in which the flat/s is/are situate its staircase

or any passage may be against the rules/regulations or bye- laws of concerned local or any authority or change/alter or make addition in or to the building in which the flat is situated and the flat itself or any part thereof;

- b) not to store in the flat/s 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/s is/are situated or storing of such goods which objected by the concerned local or other authority and shall not carry or cause to be carried local or other authority and shall not carry or cause to be carried heavy packages to upper floor which may damage or likely to damage the staircase, lift, common passage or any other structure of the building in which the flat/s is/are situated including entrance of the building in which the flat/s is/are situated and incase any damage is caused on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;
- c) To carry at it's/his/her/their own cost all internal repairs to the said flat/s and maintain the flat/s in the same conditions, state and order and shall not do or suffer to be done anything in or to the building in which the flat/s is/are situated or the flat/s which may be governed under the rules and regulations and bye-laws of such housing society, the concerned local authority or public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequence thereof to the concerned local authority and/or other public authority;
- d) Not to demolish or caused to be demolished the flat/s or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the flat/s or any part thereof, nor any alteration in the elevation and outside colour scheme of the building known as "**MILESTONE YOGI** ", in which the flat/s is/are situated and to keep the lands, sewers, drains, pipes, in the flat/s and appurtenances thereof in good tenantable condition, and in particular, so as to support shelter and protect

the other part of the building in which the flat/s is/are situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or RCC parrdis or other structural members in the flat/s without prior written permission of the Vendor and/or the society.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said lands, which are more particularly described under the schedule-I and the building in which the flat/s is/are situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance; and the flat Purchaser alone shall be liable for the breach thereof. However it is clarified that this does not cast any obligation upon the Vendor to insure the building or premises sold to the Purchaser.
- f) Not to throw dirt, rubbish, rage, garbage or other refuse or permit the same to be thrown from the said flat/s in the compound or any land of the said lands which are more particularly described under the schedule- I and the building in which the flat/flats is/are situated.
- g) Not to keep anything in the common passage, staircase, terrace, walls, or any other common place and not to hang any sign boards, hoardings, name board etc. in passage or inner or outer wall of the building. The Vendor/society shall throw away such things without any notice if anything is found in breach of this provision;
- h) To use lift in the said building in which the said flat is situated as per the rules framed by the lift manufacturer or the person who install the lift. All persons using lifts shall do so at their own risk. The Purchaser or his/him/their agents/ employees shall not do any damage of any nature whatsoever to the lift, staircase, common passage or any other parts of the building;

- i) The Purchaser at his/her/their own costs and expenses get the said flat properly insured for natural calamities such as earthquake, storm, etc., theft burglary and fire.

The provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said premises hereby sold in to whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to herein above.

The Purchaser hereby indemnifies and keep indemnified the Vendor against all actions, costs, proceedings claims and demands in respect of the due observance and performance of such stipulations and restrictions.

The Purchaser declares that, the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighbouring or adjoining premises and a declaration that the access and user of light and air to and for the premises purchased by the Purchaser for any structure, erections for building for any time being erected and standing therein from and over the neighboring.

The Purchaser shall use or permit the use of the Premises or any part thereof for the purpose of residence only and shall use the common parking spaces only for the purpose of keeping or parking the Purchaser's own vehicle and not for anyother purpose. The Purchaser agrees that the common parking spaces is an integral part of the Premises, and shall not be sold or dealt with in any manner independent of the Premises. Any unauthorised change of user of the Premises by the Purchaser shall render this Sale Deed voidable.

The Purchaser hereby undertakes that the Purchaser will not carry on any illegal business/profession in the Premises agreed to be purchased and further agrees

and undertakes that the Purchaser itself or through its nominee/tenant/occupier shall not carry on any such business/profession which may be illegal/antisocial/anti-national etc., and which may tarnish the reputation of The Vendor and cause nuisance to neighbouring flat holders. It is understood that in the event of the Purchaser carrying on any such illegal business/s in the Premises, whether directly or indirectly, through its agent or tenant, The Vendor shall be entitled to cancel this Sale Deed in the interest of public, peace and tranquility and have the Purchaser evicted from the Premises.

The Vendor may at its option to execute a Conveyance/Deed of Assignment in respect of the land beneath the Building as well as land appertaining thereto in favour of the Society/Company/Association comprising of all the flat/s Purchasers in the Building for the maintenance or to execute a Conveyance / Deed of Assignment in respect of the Property in favour of the Society/Apex Company or The Vendor may at its option execute a Conveyance /Deed of Assignment in respect of land forming part of the Property jointly in favour of the Societies/Companies/Associations formed by The Vendor along with the purchasers of flat/s/premises in each of the building/s to be constructed on the Property.

The Vendor may at its option retain certain flat/s and/or premise/s in the building or an entire building to be constructed on the Property which is more particularly described under the schedule-II. In such an event, The Vendor will be a part of Society/ Apex Company referred hereinabove or be jointly entitled to the property along with the Societies / Companies / Associations referred to hereinabove, and The Vendor shall not be liable to pay any transfer fee or charges for sale and transfer of any of the flat/s/premises in future.

The Vendor shall not have any claim over the floor space index ("FSI"), additional floor space index ("FSI") and/or terrace rights after building use permission has been obtained, such rights if any will be enclosed by Society of the Purchaser after the completion/building use certificate issued by competent authority.

In the event any Flat or any premises remains unsold at anytime even after formation and registration of society and/ or after the conveyance is executed such unsold premises will continue to belong to the Vendor and the Vendor alone shall be entitled to deal with and/or sell the same and the Purchaser and/or Common organization of the Purchaser of premises in the said building shall have no right, tide, interest, claim or demand of any nature whatsoever into or upon the same and as when the Vendor sell the same such Purchaser of such Premises shall be admitted as member of the Society by the Society of the Purchasers.

The Purchaser shall be liable to bear and pay the proportionate share (*i.e.* in proportion to the floor area of the Premises) of outgoings in respect of the Building and the Property, viz. water charges, insurance, common lights, annual maintenance charges for lifts, electrical installations, plumbing, diesel generator sets, sewage treatment plant, etc., repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Building and the Property (hereinafter referred to as "Management and Maintenance Expenses"), and local / property taxes, betterment charges or such other levies by the concerned local authority and/or Government in respect of the Building and the Property. Until the Society/ Company/Association is formed and until the entire Property is transferred to it, upon the Scheme of Development of the Property being declared as fully completed by The Vendor, the Purchaser shall pay to The Vendor such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to The Vendor provisional monthly contributions of Rs._____/ - (Rupees _____Thousand only for per flat) per month towards Management and Maintenance Expenses. In addition, the Purchaser shall pay to The Vendor a proportionate share of the local/property taxes, betterment charges or such other levies as may be levied by the concerned local authority and/or Government in respect of the Building and the Property. The amounts so paid by the Purchaser to The Vendor shall not carry any interest and shall be utilized by The Vendor for payment of the aforesaid outgoings in respect of the Building and the Property until formation of the Society/ Company/Association and until the entire Property is

transferred to it upon the Scheme of Development of the Property being declared as fully completed by The Vendor. On such transfer being executed, any balance amount of the aforesaid contribution, if any (less deduction provided for in this Sale Deed) shall be paid over by The Vendor to such Society/Company/Association. Initially, the Purchaser shall pay adhoc contribution for one year. Thereafter, the Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of out-goings and taxes regularly on quarterly/semi-annual/annual basis in advance and shall not withhold the same for any reason whatsoever. In the event of failure of the Purchaser to pay such charges, this Sale Deed shall stand cancelled, and if the Purchaser has already occupied the Premises he shall be liable to vacate the same.

The maintenance amount which has been deposited to the Vendor towards maintenance funds shall be refunded to the society and/or company, which shall be formed for the maintenance of the society without interest after deduction of the amount spent towards the maintenance of the building known as "**MILESTONE YOGI**" till the complete sale of the building known as "**MILESTONE YOGI**" and the Purchaser also declares that the Purchaser shall not raise any dispute with regard to the account/accounts which may be maintained by the Vendor with regard to the maintenance of the building known as "**MILESTONE YOGI**".

After the Scheme of Development of the Property being declared fully completed by The Vendor and after The Vendor has received the purchase price in respect of all the premise/s and all other amounts payable by the purchasers thereof under the respective agreements/Sale Deeds in respect of the entire Scheme of Development of the Property, The Vendor shall, unless it is otherwise agreed to by and between the parties hereto, within 24 months of such full completion, cause to be transferred to a Society/Apex Company or jointly in favour of the Societies/Companies/Associations formed by The Vendor alongwith the purchasers of flats/premises in each of the buildings to be constructed on the Property, all the rights, title and interest of The Vendor in the Property together with the buildings thereon by executing the necessary Deed of Conveyance or Deed of

Assignment in respect of the Property (or to the extent as may be permitted by the authorities) in favour of the Society/Company or jointly in favour of the Societies/Companies/ Associations as the case may be, and such Deed of Conveyance or Deed of Assignment shall be in accordance with the terms and provisions of this Sale Deed.

Save and except as provided in Clause hereinabove, the Purchaser agrees, undertakes and covenants with The Vendor that neither it nor the Society/Company/Association that may be formed shall hereafter in any manner whatsoever limit, curtail, revoke, cancel, or terminate any of the powers, rights, benefits, privileges, or authorities reserved by or granted to The Vendor under this Deed or any other deed, document or writing entered into or executed by and between the Parties hereto or referred to in Sale Deed. The Purchaser and the Society/Company/association shall render all assistance and co-operation at all times to The Vendor to enable it to exercise and avail of the same.

The Purchaser/s has/have expressly, specifically, unconditionally and unequivocally agreed to the formation of a Condominium, being the Ultimate Organization under the Apartment Act. The Purchaser/s in view of the above, agree that the vendor shall not be required to form either a co-operative society or a company. The Purchaser/s hereby expressly and specifically agree/s that he/she/they/it cannot and shall not do anything contrary to the aforesaid agreement arrived at by and between the vendor and the Purchaser/s in the matter of formation of Ultimate Organisation. The Purchaser/s expressly and specifically agree that the vendor shall execute the Declaration as aforesaid, after the Vendor have constructed and completed in all respect the Common Building Scheme to be constructed on the Project Land and the vendor have sold all the smaller subdivided plots together with the respective the construction and received the full and final purchase price and consideration payable in respect thereof. The Purchaser/s along with the other purchaser/s of the construction in the Project shall be named as the first members of the Ultimate Organization in the Declaration to be executed by the vendor as aforesaid. If need be, the Purchaser/s shall sign and execute Deed of Apartment and other papers and documents, if any, necessary for

formation of the Condominium and for becoming the member/s, including the Bye-laws of the proposed Condominium and duly sign and return to the vendor within _____(_____) days of the same being forwarded by the vendor to the Purchaser/s;

The Purchaser shall observe and perform all the rules and regulations which the Society/Company/Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Building and the Premises therein, and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions laid down by the Society/Company/Association regarding the occupation and use of the Premises in the Building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by the Purchaser in accordance with the terms of this Sale Deed.

The Vendor at its risk and responsibility may avail from banks/financial institutions, loan/financial assistance for development of the Scheme of Development of the Property in which the said Premises is situated (but without encumbering the said Premises) and as a security for payment thereof may create security of the said Property. The Purchaser hereby grants his/her/their consents to The Vendor for availing such loan and/or financial assistance on such terms and conditions as The Vendor may deem fit and proper subject to the repayment thereof by The Vendor. The Vendor shall not mortgage the said Premises agreed to be allotted to the Purchaser herein.

The Purchaser and/or The Vendor shall present this deed at the proper registration office for registration within 4 months from the date of executing of this deed as prescribed by the Registration Act and the Parties hereto shall attend such office and admit execution thereof.

All notices to be served on the Purchaser as contemplated by this deed shall be

deemed to have been duly served if sent to the Purchaser by pre-paid post at its addresses specified against its name above.

The Purchaser hereby declares that he/she/they has/have gone through this deed and all the documents related to the Property and the Premises and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this deed.

All taxes, rates and other government levies, including but not limited to VAT, GST, IGST, SGST, UTGST, CGST and/or any other taxes/rates/levies that may hereafter be levied by the Government in respect of this Sale Deed or the transaction contemplated by this deed shall be borne and paid by the Purchaser alone. The Purchaser has understood and agreed that, the taxes including VAT, GST, IGST, SGST, UTGST, CGST and/or any other taxes/rates/levies that may be charged by The Vendor will be paid to the respective authorities after claiming for the input credits available as per the applicable laws, from time to time, and that is the basis considered for the agreed consideration for the Premises as stated in this Deed. The Purchaser declares and undertakes that he/she/it will not claim any amount from the Owner Developer as refund or otherwise credit for input tax credit that may be availed by the Owner Developer under any applicable taxes/laws/regulations, from time to time.

The Purchaser also agrees to contribute and pay his/her proportionate share towards taxes and other payments and outgoing towards the construction which is more particularly described under the schedule- II and such share shall be determined by the Vendor.

This Deed shall always be subject to the provisions of the RERA. Any dispute between the Parties shall be settled amicably as provided herein. In case of failure to settle the dispute amicably, the same shall be referred to the authority as per the provisions of RERA. Subject to the foregoing, only the courts in Vapi, Taluka Vapi, District Valsad shall have jurisdiction to entertain and try any dispute between the Parties.

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement 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 there under 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.

This deed shall always be subject to the provisions of the Act and the rules made thereunder.

THE Purchaser hereby accepts, declares, agrees and confirms that the Vendor is not directly and/or indirectly liable for the maintenance of the Drainage Line, Electricity Line and/or arrangement for the Water etc with regard to the building known as "MILESTONE YOGI" constructed on the lands, which is/are more particularly described under the schedule-I.

The Purchaser will have no claim over any part of the building known as "MILESTONE YOGI" except in respect of the property space which is more particularly described under the schedule- II.

The name of the building "MILESTONE YOGI" shall not be changed in future. Similarly, the proposed name of the Society /Company/ Association shall, if so permitted by the Registrar, include the name "MILESTONE YOGI", and shall not be changed in future.

That by virtue of this deed the Purchaser is entitled to transfer and mutated the construction described under the schedule-II in its/his/her/their own name in the

records of Municipal Corporation, Gram Panchayat, Electric Supply Undertaking or any other concerned revenue authority.

The property described in the schedule- II below hereby sold, is sold at the market value of Rs._____/ - in word Rupees_____only. Therefore, this Deed of Conveyance has been engrossed on Rs._____/ - in words rupees_____only Non Judicial Stamp Paper.

And as agreed the Purchaser has paid the stamp duty cost as well as registration charges as per the Gujarat Stamp Act and all other incidental expenses.

In the event of any claim of additional stamp duty charges, the Purchaser will have to contest the same before the competent authority. And inspite of that any recovery will be levied the same will be paid & defended by the Purchaser.

SCHEDULE-I

All that piece and parcel of the N.A. land bearing Block/Survey No. 3012 (Old Block/Survey No. 429/B/PLOT/49 admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs) admeasuring about 00 Hec. 07 Are. 92 Sq.Mtrs. situated within the limits of Village Chala, Tal. Vapi, Dist. Valsad, which is bounded as under :

On Or Towards East	:	Main Road.
On Or Towards West	:	Plot No. 49.
On Or Towards North	:	Plot No. 448/18.
On Or Towards South	:	Main Road.

SCHEDULE-II

The Residential Flat No. admeasuring about Sq. Fts. carpet area

(Area in Sq. Meter) on the Floor in the building known as “
_____” constructed on the land more particularly
described under the Schedule-I, which is bounded as under:

On Or Towards East :
On Or Towards West :
On Or Towards North :
On Or Towards South :

AND

The proportionate share admeasuring about_____Sq. Mtrs. in the N.A. land,
which is more particularly described under the Schedule-I.

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed
their respective hands the day and year first here in above written.

SIGNED, SEALED AND DELIVERED
by the withinnamed Purchaser Mr.
_____in presence of...

SIGNED, SEALED AND DELIVERED
by the withinnamed VENDOR
_____in presence of...

WITNESS :

- 1. _____
- 2. _____