



ॐ श्री गणेशाय नमः



SALE DEED

Of Plot No.

Consideration Amount Rs.

Made At Taluka: Dholera, Dist. Ahmedabad

On day of Month Year 20....

BETWEEN

M/s. INFINITY INFRACON

PAN: AGRPC5714E

through its Proprietor: **Mr. RUTURAJ SINH J CHUDASAMA**

Aadhar No. 8236-3409-1978

Age -adult, Indian Inhabitant, Indian Citizen

Office Address: #900-901-902, 9th floor, Parshwanath Business Park, S.G. Highway, Dist:
Ahmedabad-380015 Gujarat

hereinafter called "**THE VENDOR**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, legal representatives, administrators, successors and assigns) of the One Part

AND

Mr./Mrs./Miss/M/s.

PAN:

Aadhar card No.

Date Of Birth:, Citizen: Indian

Address: _____

hereinafter called "**THE PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include (in case of individual) his/her/their heirs, legal representatives, administrators, executors and successors (in case of HUF) its members as at present and from time to time and their respective heirs, legal representatives, administrators, executors, successors and assigns (in case of Company) its successors and assigns (in case of Partnership Firm) its members as at present and from time to time and the heirs, legal representatives, administrators, executors, successors and assigns of last surviving partner/s) of the Other Part.

WHEREAS –

PROPERTY:

1. The Vendor is seized and possessed of or otherwise well and sufficiently entitled to an immoveable property, being forming part of the Non-Agricultural Land, situate at Kadipur (Sim), Taluka Dholera in the Registration District Ahmedabad and Sub District Ahmedabad, bearing Final Plot No. 918 , (corresponding to Survey/Block No. 485 and Old Survey No. 281), of Draft Town Planning Scheme No. 1 admeasuring of sq. meters 9892 more particularly described in the **First Schedule** hereunder written. (Hereinafter referred to as the “**Said Entire Land**” or “**Scheme Land**” or “**Project Land**”).
2. The Vendor being an absolute owner of the Said Entire Land is entitled to develop the same and also to deal with an/or dispose of the same in the manner the Vendor may deem fit.

AND WHEREAS: -

3. The Vendor on the Project Land has evolved a Scheme known as “**DHOLERA MEGACITY IRIS**” (Hereinafter referred to as the (“**Said Scheme**” or “**Said Project**”)) consisting of various residential and residential Plots/units (common plots, common units, common amenities, common facilities) along with undivided share in the Project Land for sale thereof to prospective Purchasers.

AND WHEREAS: -

4. Non-Agricultural Permission for residential use in respect of the Project Land has been granted by Collector of Ahmedabad under two permissions one dated 04th oct-2019 bearing no. 1328/07/13/051/2019
5. The development and development plans, specifications and designs of the Project has/have been sanctioned by “**Dholera Special Investment Regional Development Authority**” under Case No. No. DSIRDA/2021/V.P/2615, dated 12-08-2021. (Hereinafter referred to as the “Development Plans” or “Sanctioned Plans”). The expression “Development Plans” or “Sanctioned Plans” shall mean and include all and every addition, alterations, modifications therein that may be made by the Promoter from time to time during the progress of the work and implementation of the Project and thereafter.

AND WHEREAS: -

6. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 on_____, under registration No.

7. The Scheme – Project is planned and to be implemented in the manner that:

- I. Each of the Purchasers shall be transferred by way of absolute sale specific Plot with proportionate undivided share in the Project Land.
- II. Each of the Purchasers shall be allowed to use jointly with other purchasers all common amenities, facilities, services and convenience forming part of the Scheme which are available for the common use of all the Purchasers in the Scheme, subject to the rules, regulations, bye-laws, resolutions, terms and conditions of the Scheme and of the Maintenance Body that may be formed as stated hereafter.
- III. The Scheme comprises of various common amenities, utilities, facilities and services. To manage, maintain, administer and to look after all such common amenities, utilizes, facilities and services of and in the Scheme **“DHOLERA MEGACITY IRIS ”** (hereinafter collectively be referred to as the **“Said Facilities”**), common areas, common plot, internal roads, game courts, common parking area, and other common open spaces etc., (with respect to residential units) – common parking in the Said Scheme, Maintenance Body of the name **“DHOLERA MEGACITY IRIS ”**Co-operative Housing Service Society or any other similar name or nature (hereinafter called the **“Maintenance Society”** or the **“Maintenance Body”**) shall be formed. All the Purchasers of the Plots in the said Scheme including the Purchaser herein shall become member/s and shareholder/s of the Maintenance Society as and when called upon by the Vendor and shall abide the rules, regulations, bye-laws and resolutions of the Maintenance Society in each and every matter relating to or concerning the said Scheme including use and enjoyment of the said common facilities. The Purchaser herein along with all the purchasers in the Scheme have paid/shall pay such amounts for and towards the maintenance deposits. Such amount of maintenance deposit shall be paid by the Purchaser to the Vendor and the residue thereof upon the formation of Maintenance Society, shall be handed over to such Maintenance Society.
- IV. As per the provisions (section 17) of the Real Estate (Regulation & Development) Act, 2016, read with further notification, all the aforesaid common amenities, facilities, common road, areas etc., upon execution hereof are required to be handed over to the Association of members, i.e. Maintenance Body herein. In compliance thereto, the right and interest of the Purchaser in the Said Scheme, including the said facilities for the purpose of convenience of the matters and things relating to said Entire Land and Scheme, of present and future, has been deemed to be handed over to the Maintenance Body in fiduciary capacity. The Purchaser herein gives his/her/its/their irrevocable consent for the same. The Maintenance Body has accepted/shall accept the aforesaid

and it is/shall not be entitled to sale or transfer or deal with the land which will prejudice the title and interest of the Purchaser of the Plot in the Said Scheme.

AND WHEREAS: -

8. The Purchaser, under an Agreement for Sale dated, registered with the office of the Sub Registrar at Dholera, under Survey No. 918 , have proposed to make available to the Vendor, Plot No.____ and other rights consisting of Plot No. ____, admeasuring about _____sq. mtrs., equivalent to _____sq. yard., (hereinafter called the “Said Plot”) of the Said Scheme known or described as “DHOLERA MEGACITY IRIS ”,

TOGETHER WITH

Undivided share and right to use common amenities and facilities provided for holders of residential / residential(plots/units) (as the case may be) in the said Scheme “ DHOLERA MEGACITY IRIS ”, subject to what has been stated hereunder and subject to the rules framed from time to time and the Scheme and subject to the terms, conditions, covenants and stipulations contained in Annexure “A” hereto, which the Vendor has agreed to make available to the Purchaser against the payment of the sale price of RS. _____=00 (Rupees_____only).

AND WHEREAS: -

9. The Said Plot and Said Land together with right to use and undivided share in common amenities and facilities are more particularly described in the Third Schedule hereunder written and same with all rights.

AND WHEREAS:-

10. The Vendor at the request of the Purchaser has agreed to execute necessary conveyance for the same, being these presents.

11. OPERATIVE PART

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

In Consideration of the premises contained hereinabove and IN FURTHER CONSIDERATION of hereinbefore recited Booking Agreement dated and IN Further Consideration of the sum of Rs..... (Rupees.....only) paid by the Purchaser to the Vendor herein in the manner more particularly described in the Fourth Schedule hereunder written, the Vendor doth hereby grant, convey, assure and assign unto the Purchaser the Said Plot with Said Land, more particularly described in the Second Schedule hereunder written together with right to use jointly with owners – occupiers of other Plots in the said Scheme, common plots, internal roads, all other common amenities, facilities, services and conveniences of – in the Scheme, with rights, members and appurtenances whatsoever to the Said Plot or any part thereof belonging or anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied, and enjoyed therewith or reputed or known as part or member thereof and to belong or be appurtenant thereto AND ALL THE ESTATE, right, title, interest, possession, benefit, claim and demand whatsoever at law and in equity of the Vendor in, to, out of or upon the Said Plot or any part thereof TO HAVE AND TO HOLD all and singular the Said Plot and the Said Land hereby transferred, granted, conveyed, assured and assigned and intended or expressed so to be with their and every of their rights, members and appurtenances (hereinafter collectively be called the “SAID PREMISES”) UNTO AND TO THE USE and benefit of the Purchaser forever absolutely and SUBJECT TO the payment of all proportionate rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Municipal Corporation, State of Gujarat or any other public body in respect thereof and SUBJECT TO the rules and regulation of the Scheme and the Maintenance Society as may be framed from time to time and subject to the terms, conditions, covenants and stipulations

12. VENDOR’S COVENANTS

THE VENDOR doth hereby for itself, its heirs, legal representatives, successors and assigns covenant with the Purchaser AS FOLLOWS: -

- i) Notwithstanding any act, deed, matter or thing whatsoever by the Vendor or any person or persons lawfully or equitably claiming by, from, through, under or in trust for it made, done, committed, omitted or knowingly or willingly suffered to the contrary, IT, the Vendor now has in itself good right, full power and absolute authority to grant, convey, assure and assign the Said Premises hereby granted, conveyed, assured and assigned or intended so to be unto and to the use of the Purchaser AND no other person or persons other than the Vendor herein has or have any claim, share, right, title or interest of any nature or description whatsoever in upon or to the Said Premises or any part thereof either as the Owner or the Promoter.

- ii) It shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the Said Premises and receive the issues and profits thereof and of every part thereof to and for his/ her/its/their own use and benefits, without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or by any person or persons lawfully or equitably claiming by, from, under or in trust for it,
- iii) Free and clear and freely and clearly and absolutely acquitted, exonerated, released and for ever discharged or otherwise by the Vendor well and sufficiently saved, defended and kept harmless and indemnified the Said Premises of and from and against all former and other estate, title, charges and encumbrances whatsoever either already or hereafter had, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by, from, or under or in trust for it, The Vendor having lawfully or equitably claiming any estate, right, title or interest at law or in equity in the Said Premises hereby granted, conveyed, transferred, assured or assigned or any part thereof by, from, under or in trust for it, the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser; do and execute all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law whatsoever for better, further and more perfectly and absolutely granting and assuring unto and to the use of the Purchaser - as shall or may be reasonably required by the Purchaser, his/her/its/their heirs, legal representatives, executors, successors or assigns or his/her/its/their counsel in law for assuring the Said Premises and every part thereof hereby granted, conveyed, transferred, assured and assigned unto and to the use of the Purchaser in the manner aforesaid.

13. PURCHASER'S COVENANTS:

The Purchaser has specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with the Vendor as follows: -

- i) The Purchaser shall at all times and from time to time duly and properly abide by, observe and perform the rules, regulations, decisions, resolutions of the Scheme and the Maintenance Society, past, present or future as regards general administration and management of its affairs and matters, including affairs and matters relating to common amenities, facilities, services, infrastructures and conveniences of the Said scheme (for residential Plot holders).
- ii) The Purchaser hereby accepts and confirms all the acts, deeds, matters and things done by the Vendor and also all decisions, agreements and/or resolutions taken and/or adopted and/or implemented by the Vendor in respect of scheme in general including grant – sale of different Plots with or without open space, specific private roads, undivided land allocated parking etc. to various different purchaser/s.

- iii) It has been specifically understood, agreed and accepted by the Purchaser that any change in the Project/Scheme Layout or any addition, alteration is made therein or any additional Project – Scheme – Land is included as the part of the existing project by the Vendor shall be binding upon the Purchaser herein and the Purchaser shall not raise any dispute or objection for the same.
- iv) Conditions, restrictions, provisions, stipulations and covenants contained in Annexure "A" hereto and on the part of the Purchaser to be observed and performed and the same shall be covenants running with the Said Entire Land.
- v) The Said Premises and all the rights, interests, benefits, privileges and advantages and the manner, use, occupation and enjoyment thereof by the Purchaser shall at all times be, reasonably, in the matters of common interest, governed, controlled, managed, administered and monitored by the Maintenance Society as and when such body is formed and till then the same shall be governed, controlled, managed, admitted and monitored by the Vendor/Maintenance Society.
- vi) This transaction and sale of the Said Premises is subject to realization of cheque/s or any such mode of payment which requires realization of amounts.

14. Each and every contention made hereunder in respect of rights and remedies of the Vendor and Purchaser are and shall be without prejudice to the other and further rights and remedies available to them under the Real Estate (Regulation & Development) Act, 2016 and other laws for the time being in force. If any of the terms, conditions or provisions hereof is determined to be void or unenforceable or in contradiction with any of the provisions of the said Act or rules made thereunder or any other law for the time being in force such terms and conditions and/or provisions shall be deemed to be amended or deleted and/or substituted so far as reasonably in consistence with the purpose hereof and to the extent necessary to conform the said Act or rules and regulations made thereunder or the applicable laws as the case may be and the remaining provisions, terms and conditions hereof shall remain valid and enforceable as applicable at the time of the execution of these presents.

15. POSSESSION:

The Vendor record having handed over the actual, physical, vacant and peaceful possession of the Said Plot to the Purchaser. All taxes assessment charges and all other amounts payable, to (DSIRDA), Revenue Department and other authorities in respect of the Said Plot and said Land shall hereafter be borne and paid by the Purchaser.

16. STAMP DUTY AND OTHER CHARGES:

All stamp duty, registration charges, legal fees, GST and all other out of pocket expenses in respect of these presents have been agreed to be borne and paid by the Purchaser only.

RERA No.
Nature of Document: Sale Deed, Plot No

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

-:THE FIRST SCHEDULE ABOVE REFERRED TO:-

ALL THAT “**M/S. DHOLERA MEGACITY IRIS** ” forming part of the Non Agricultural Land, situate at Kadipur (Sim), Taluka Dholera in the Registration District Ahmedabad and Sub District Ahmedabad, bearing Final Plot No. 918 , (corresponding to Survey/Block No. 485 and Old Survey No. 281), of Draft Town Planning Scheme No.1, admeasuring of sq. meters 9892, **Dholera Special Investment Regional Development Authority** and the said Sub Plot Numbers are bounded as follows; that is to say - on or towards the -

North by: New Survey/Block No __ and __ Open Land

South by: Meters Wide Road.

East by: New Survey/Block No __’s Open Land.

West by: New Survey/Block No ____’s Open Land and part of

-:THE SECOND SCHEDULE ABOVE REFERRED TO:-

ALL THAT Plot No. __ , admeasuring aboutsq.mtrs., equivalent to..... yards, in the Scheme known as “ **DHOLERA MEGACITY IRIS** ”,forming part of the Non Agricultural Land, situate at Kadipur (Sim), Taluka Dholera in the Registration District Ahmedabad and Sub District Ahmedabad, bearing Final Plot No. 918 , (corresponding to Survey/Block No. 485 and Old Survey No. 281), of Town Planning Scheme No.1, admeasuring of sq. meters 9892 of **Dholera Special Investment Regional Development Authority** undivided Project Land and the Said Plot No. is bounded as follows; that is to say on or towards the –

North by : Plot No __

South by : __ Mt Wide TP Road.

East by. : Plot No __’s property

West by : New Survey/Block No ____’s Open Land

:-THE FOURTH SCHEDULE ABOVE REFERRED TO:-
(Particulars of Payment)

Sr. No.	Cheque/RTGS NFET Ref No	Date	Bank	Amount in Rs.
1				
2				
3				
4				
5				
6				

Total Amount Received in Rs.

SIGNED, SEALED & DELIVERED

(DHOLERA MEGACITY IRIS)

In the presence of:

- 1.
- 2.

SIGNED, SEALED & DELIVERED BY
THE WITHIN NAMED :

RECEIVED the day and year first hereinabove written of and from the Purchaser herein the sum of Rs.....(Rupees) only) as per particulars given in Fourth Schedule) hereinabove, being the sale price consideration as stated above

ANNEXURE - "A"

IN THE MATTER OF Scheme known as “**DHOLERA MEGACITY IRIS**”, forming part of the Non Agricultural Land, situate at Kadipur (Sim), Taluka Dholera in the Registration District Ahmedabad and Sub District Ahmedabad, bearing Final Plot No. 918 , (corresponding to Survey/Block No. 485 and Old Survey No. 281), of Draft Town Planning Scheme No.1, admeasuring of sq. meters 9892 , allotted.

THE CONDITIONS, RESTRICTIONS, PROHIBITIONS, STIPULATIONS AND COVENANTS RUNNING WITH THE SAID PLOT:

1. The Vendor has become entitled to the Project land as per particulars contained in the Report on Title separately given to the Purchaser. The Purchaser has understood the nature of Title, other matters relating to the Said Property contained therein, and legal implications thereof.
2. For management, maintenance and administration of common plots, internal roads, other common amenities, facilities, services and convenience, open areas etc. (not specifically granted – sold to any purchaser/s) meant for common – joint use of all the allottees – occupiers of the residential units in the Said Scheme, a Maintenance Body of the name and style “**DHOLERA MEGACITY IRIS CO- OPERATIVE. HOUSING SERVICE SOCIETY LTD.**” (or such other body as may be decided by the Vendor) has been- shall be formed for management, maintenance and administration of the separate specified common amenities and facilities of residential and residential units as stated above under the Gujarat Co- operative Societies Act, 1961 and rules made thereunder from time to time. All the purchasers of the Plots shall have to become members of such Society and shall adhere to the rules byelaws thereof. The Purchaser has paid maintenance deposit when it will be decided by the Maintenance Society/Vendor. The Maintenance Body shall also be entitled to use/spend the corpus of the maintenance deposit fund in case of necessity. The Purchaser may also be require to pay additional amounts in future as corpus fund or otherwise if the Maintenance Body so decides. All and every common parts and portions of the Said Scheme including common roads, common plots, common underground and overhead tanks (if any), water tanks, water supply system and water facility, drainage, sewerage, open margin lands, common parking, etc. shall be used in such manner and for such purpose as Maintenance Society – its managing committee decides from time to time and the same shall be binding upon all the members and occupiers of the premises in the scheme.

3. Any arrangement and/or agreement or set up that may be worked out by the Maintenance Society or Vendor in compliance with the Real Estate Act, 2016 and rules made thereunder for and in the matter of parking, terrace, open spaces, including use thereof, holding and use of common amenities, facilities, and services and infrastructure of the scheme, holding and use of funds, and also all decisions, resolutions passed or to be passed by the Maintenance Society shall be binding upon the Purchaser herein and all the purchasers of the Plots in the Scheme. The Purchaser accepts and confirms the same.
4. Maintenance Society shall for initial period of months to be managed and run by the Vendor and for the purpose the Vendor shall be entitled to use the maintenance deposit of the Scheme that may be levied from all the Purchasers in the Scheme. However, the Vendor shall keep account of such expenses. In case of completion of the Said Scheme the Vendor can appoint any person with the concern of minimum required members of the said society/maintenance body for the maintenance purpose.
5. Any arrangement and/or agreement or set up that may be worked out by the Society or the Vendor for and in the matter of parking, open spaces, including use thereof, holding and use of common amenities, facilities, and services and infrastructure of the Scheme, holding and use of funds etc., and also all rules, regulations, terms and conditions that may be framed for any matter concerning the Scheme and also all resolution passed or to be passed by the Society on that regard shall be binding upon the Purchaser herein and all the Purchasers of the premises in the Scheme.

**THE PURCHASER ACCEPTS AND CONFIRMS
THE ABOVE CONDITIONS: -**

1. It has been specifically agreed and understood that the Purchaser, if fails or neglects to make payment of monthly maintenance charges he/she/it/they shall be restrained from using any of the common amenities and services and in addition thereto the Maintenance Society shall have right to disconnect the facilities like water supply, drainage system etc. of his/her/its/their premises and the Maintenance Society shall further be entitled to restrict the Purchaser from using any of the common amenities, facilities, services and conveniences in the Scheme.
2. The Purchaser shall keep the Plot, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable (fit for occupation) repair and conditions.
3. The Purchaser shall not without prior written consent of the Maintenance Society make any additions or alterations in the design or specifications of the Said Plot. The Purchaser shall not make any alterations in the elevations and outside color scheme of the Said Plot. The Purchaser shall nor carry out any additional construction on the Said Plot or any part of the project land.
4. If any penalty, premium or any other charges are levied by the Nagarpalika / Panchayat or any other Government/Non-Government Authority in respect of any additions or alterations made or to be made in respect of the said Plot, the same shall be borne and paid by the Purchaser, if the same are concerning the Said Plot, and if the same are of common nature, by the Purchaser in common with other Purchasers.
5. If any amount becomes payable to the Nagarpalika or Gram Panchayat or, the State Government or other public authority like betterment charges or development taxes, property taxes, gram panchayat taxes, electricity charges or any other charges in respect of said Plot, the same shall be paid by the Purchaser only. If such charges are in respect of common areas, common plot and road etc. the same shall be paid jointly by all the Purchasers of the Plot in the Scheme.
6. The Purchaser shall not use or permit to be used the Said Plot and Undivided Land or permit the same to be used for any purposes whatsoever other than for residential purpose including but not limited to hotels, restaurants, eatery, dairy, club, gymkhana, consultation, nursing home, clinic, hospital, laboratory, video game parlor, beauty parlor, cybercafé, tuition or coaching classes, garage services and repair of vehicles, office of the trade union or political parties etc. or use the exterior of the Said Plot or part of common amenities to put any hoarding, neo-sign lights, advertisement or which may or is likely to cause nuisance or annoyance to occupiers of the other Plot or for any illegal or immoral purposes.
7. The Purchaser shall not use or permit to be used the club house, common areas, common Plots or any other open areas, spaces, margin lands of the Scheme etc. for storage or keeping any articles or things or any purpose not permitted by the Maintenance Society.

8. The Purchaser shall not store in the Said Plots or Land any goods which are hazardous, combustible or with strong smell or excessively heavy so as to affect or damage the construction or structure of the Plot and also adjoining Plots.
9. The Purchaser shall be responsible and liable to bear and pay, at actual, all Taxes, cesses, dues and impositions of every description of the State Government and/or any other public bodies and/or authorities whomsoever, which exclusively relate to or pertain to the Said Plot.
10. All common expenses and outgoings of security, sweeping, cleaning, electricity, maintenance, repairs, replacement, etc., of the Said Scheme, and amenities, facilities, services, conveniences, and utilities therein; common expenses of administrative, management, staff, personals, maintenance of accounts and records and other similar or other related matters; and any other expenses of common nature shall be borne and paid out of the interest - income of the maintenance amounts – deposits paid – to be paid by the Purchaser herein and all other Purchasers, in the Scheme.
11. It has been specifically agreed by the Purchaser that all the amounts of maintenance deposit – charges shall for the period of months after the completion of entire scheme and grant of Development Use Permission/ Completion Certificate and disposal of all the Plots in the scheme shall be retained by the Vendor and thereafter the same shall be held by and remain in charge of the Maintenance Society. Such amounts of maintenance deposit – charges shall be kept deposited in a separate account in any bank. The interest or any other benefit that may be earned on such maintenance deposit will be utilized to meet with the common expenses referred to herein above. Surplus if any will be allowed to be accumulated in the maintenance deposit. Deficit if any will be reimbursed by the Purchaser and other Purchaser as may be fixed by the Maintenance Society. Such deficit may be met with by collecting required additional maintenance deposit from the Purchaser and other Purchaser, as may be fixed to generate regular income to meet with such deficit. All the decisions in respect thereof of the Maintenance Body shall be binding on the Purchaser absolutely.
12. The Purchaser shall not throw dirt, garbage or other refuse or permit the same to be thrown out from their Said Plot or for the purpose of repair of any part of the Said Plot, in the compound or any portion of the Said Scheme.
13. If any additions or alterations in or about or relating to the Said Property is hereafter required to be carried out by the Government or any statutory authority, the same shall be carried out by the Purchaser at their own cost and the Vendor shall not be liable or responsible for the same.
14. The Purchaser has satisfied and verified personally about the quality of materials and construction of the said Plot and other development prior to taking possession of the Plot and has/have no complaint or grievance of any nature whatsoever for the quality of construction and the materials used and for the plans, specifications and designs of

the Said Scheme and the Said Plot. The Purchaser has accepts that all precautions and care has been taken for and in the matter of development of the said Plot and entire scheme. All the present norms byelaws etc., for construction including measurement for natural calamities have been taken care by the Vendor and the same has been approved by the Engineer - experts. Hence, the Vendor shall not be liable for future natural calamities.

15. Purchaser shall maintain at his/her/its/their cost the Said Plot in the same good condition, state and order in which it is delivered to him/her/it/them and shall abide by all bye-laws, rules and regulations of the Government, Electricity Company, local bodies and other authorities and shall attend, answer and be responsible for all actions.

16. The Purchaser has been given full, free and complete and prudent inspection and particulars of the relevant documents with respect to the Scheme and of the title of Project land and satisfied himself/herself/itself/themselves with the same. The Purchaser has also been given all other details and explanations requested by him/her/it/them. He/she/it/they shall not raise any objection-claim in respect thereof in future. The Purchaser further agrees and declares that:

- i) He/she/it/they has/have taken inspection of the Said Plot and has verified and satisfied himself/herself/itself/themselves about its area-measurement and that the Said Plot is duly complete in all respect.
- ii) He/she/it/they has/have no complaint and/or grievance of any nature whatsoever for the workmanship, quality of construction and the materials used and plans-specifications-permissions-designs of the Scheme and the Said Plot.
- iii) He/she/it/they has/have verified and is satisfied with the quality of development-specifications, common amenities and facilities etc. and shall not raise any objection-claims in respect thereof in future.
- iv) Basic Facilities like water Supply, electric supply, drainage connections etc. will be provide in reasonable time after the government authority will deliver the above facilities to entire project.
- v) The Purchaser may insure and keep insured the Said Plot against loss or damage by fire, riot, war, flood, civil commotion, terrorist act, act of God and all other risks to the full value thereof with nationalized insurance company of repute. In the event of the Said Plot being damaged or destroyed by fire or otherwise, to expend the insurance money for the repair, rebuilding or reinstatement of the Said Plot as soon as reasonable, practicable and required, and deficit if any to be borne and paid by the Purchaser.
- vi) The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of any other Plot/s or any part of the Scheme or cause any increased premium to be paid in respect thereof.

17. The work of the Scheme is about to finish. The Purchaser shall not raise any dispute, complaint or grievance about any annoyance, nuisance or disturbance during day or night that may be caused for carrying out the remaining work in the Said Scheme, nor shall be entitled to claim any loss, damage or compensation for the same on any account whatsoever. All due care also shall be taken by the Purchaser - for safety and security of his/her/its/their person and property. Some changes have been carried out by the Vendor in the Scheme for better evolvement of the Scheme.
18. 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 thereunder 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 Maintenance Body and Developer with such permission, approvals as are required. All refunds, transfer of security, if any 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 their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it/they alone shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time and the Vendor accepts no responsibility in this regard. The Purchaser shall keep the Society and the Developer 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, 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 Purchasers and such third party shall not have any right in the application/allotment of the said Plot applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchaser only.
19. The Purchaser hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to what is agreed, undertaken and provided herein.

JOINT HOLDER:

1. In case the Purchaser are joint, consists of more than one, the permission of the usage of the assets of common use by the other Purchasers will be through the First of such joint Purchaser and shall not be independent or separate.

2. All consents, confirmations etc. if and when required of the joint Purchasers, the same shall be deemed to have been sufficiently given and received from the first of such joint Purchasers. However, it has been agreed that for the purpose of the sale, mortgage, transfer etc. the signatures and/or consent of all the joint Purchasers shall be required.
3. Further, the liabilities, responsibilities, obligations, under this Deed shall be joint and several of the joint Purchasers. All notices, communications etc. may be addressed by the Vendor to the first of such joint Purchasers.
4. The Purchasers inter-se shall not be entitled to subdivide or make partition, the Said Plot, the intent being the Said Plot shall stand in the names of the joint Purchasers as one single Plot.
5. The Purchaser, as the context may require, shall also include their representatives, occupiers, visitors, authorized person, successors, assigns and all and every other person or persons to claim under them. All the terms and conditions hereof shall implementedly applicable to him/her/it/them also.
6. The expression Vendor shall also mean and include its heirs, legal representatives, administrators, executors and successors.
20. In case of any disagreement, as regards any matters provided herein, between the Vendor and the Purchaser, or the Purchaser and any other Purchaser, the decision of the Vendor and/or Maintenance Society shall be final and binding upon the Purchaser and other Purchasers.
21. The Purchaser hereby declares that he/she/it/they has/have read, understood and agreed to each and every conditions, provisions, stipulations and covenants before execution hereof.
22. The Purchaser has agreed to indemnify and keep indemnified the Vendor and his/her/its/their heirs, legal representatives, administrators, executors, successors and assigns in respect of what is agreed, undertaken, stipulated and covenanted by him/her/it/them against any loss, damage, action, claim, suit, proceedings, costs, charges and expenses that may arise on account of any breach, violation, delay or default in observing and performing the same.
23. **Dispute Resolution:**
Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
24. **Severability**
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the 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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
25. These presents shall be subject to Ahmedabad Jurisdiction.

PHOTOGRAPH OF THE SAID PROPERTY
FOR IDENTIFICATION

Postal Address of the

Plot No. Survey/Block Number 25, Moje Kadipur, TP-1, Dholera, Ahmedabad.

Mr. RUTURAJSINH J CHUDASAMA

PURCHASER

RERA No.
Nature of Document: Sale Deed, Plot No

The Schedule of Indian Registration Act Section 32(A) is under mentioned:

:: VENDOR/S :: M/s. DHOLERA MEGACITY IRIS		
..... Signature		
Mr. RUTURAJ SINH J CHUDASAMA Proprietor	Photo	Left Hand Thumb Impression

:: PURCHASER ::		
..... Signature		
Name	Photo	Left Hand Thumb Impression