

SALE DEED

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Sale deed of immovable property being **Flat No.**____ admeasuring about
____ sq.ft i.e. _____ sq.mtrs (Super built-up area) situated on the
____ Floor (_____ Floor as per approved plan)of Block No.____ in the
residential building known as '**JAYMANGAL RESIDENCY**' alongwith
undivided proportionate land of Non Agricultural Land bearing Final Plot
No. 120/1 of Town Planning Scheme No. 8 (Asarwa) now forming part of
the City Survey Record and given City Survey No. 4585/1 admeasuring
6832 sq. mtrs. situate, lying and being at **Moje Asarwa**, Taluka Asarwa
[Old Taluka Ahmedabad City (East)] in the Registration District of
Ahmedabad and Sub District of Ahmedabad - 6 (Naroda) at the price
ofRs._____/ - (**Rupees** _____ **Only**).

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FIRST PARTY

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THE VENDOR**M/S JAYMANGAL REALITIES**

A Partnership Firm having its registered office address at 4 Chintamani Villa Bunglow, B/H. Jotana ni Chali, Ramnagar, Sabarmati, Ahmedabad - 380005.

[PAN: AAJFJ6100B]

Through its Authorized Partner

Mr. Ashishkumar Uttamchand Shah

Aged: 38, Occupation: Business

Residing at Hemchandracharya Sanskrut Pathsala (Gurukulam), Ramnagar, Sabarmati, Ahmedabad - 380005.

(Hereinafter in this Sale Deed referred to as "THE VENDOR" or "FIRST PARTY", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and included the said VENDOR and its Partners present, the survivors of them and their heirs, executors, administrators and permitted assigns) of the One Part

SECOND PARTY

-----:-

THE PURCHASER

- [1]

Mr.....

aged about years, Occupation:

.....,

[PAN NO.....],

residing at

.....
- [2]

Mrs.....

aged about years, Occupation:

.....,

[PAN NO.....],

residing at

.....

(Hereinafter in this Sale Deed referred to as "SECOND PARTY" or "THE PURCHASER/s", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said PURCHASER/S, their heirs, executors, administrators, agents, successors, legal representatives and assigns) of the Other Part.

WHEREAS:

- (A) The **VENDOR** herein M/s Jaymangal Realities, a Partnership firm is the owner of and is seized and possessed of and otherwise well and sufficiently entitled to the piece or parcel of land bearing Final Plot No. 120/1 of Town Planning Scheme No. 8 (Asarwa) now forming part of the City Survey Record and given City Survey No. 4585/1 admeasuring 6832 sq. mtrs. situate, lying and being at Moje Asarwa, Taluka Asarwa [Old Taluka Ahmedabad City (East)] in the Registration District of Ahmedabad and Sub District of Ahmedabad - 6 (Naroda), more particularly described in the Schedule hereunder written and hereinafter referred to as the '**said Land**'.
- (B) That the **VENDOR** had purchased the said Land at the auction sale conducted for sale of the said Land belonging to Shri Swaminarayan Mandir Ahmedabad, Dholka and Jetalpur Temples (Temples of Shri Narayandevshri of Ahmedabad and other Sects) Public Charitable Trust. The permission for sale of the said Land in favour of the Vendor was granted by the I/c Charity Commissioner, Gujarat vide his order bearing no. 36/67/2009 dated 29-01-2014 and in furtherance thereof a sale deed dated 26-05-2014 was executed and the same was registered before the Sub Registrar, Ahmedabad - 6 (Naroda) at Serial No. 7239 dated 26-05-2014.

- (C) That the Ahmedabad Municipal Corporation has approved the plans for construction of residential building comprising of Block No. A, B, C, D, E and F vide Rajachitthi bearing No. 03912/160714/A2392/R1/M1 and No. 03913/160714/A2393/R1/M1 both dated 27-05-2015. That revised approval for construction of additional floors and society office was granted by the Ahmedabad Municipal Corporation vide Rajachitthi Nos. 5806/160714/A2393/R2/M1, 5807/160714/A2392/R2/M1 and 5808/160714/A2394/R1/M1 all dated 13-04-2016.
- (D) That as per the said approved plans the **VENDOR** has constructed and developed the residential scheme named “JAYMANGAL RESIDENCY” consisting of 6 Blocks named Type- A, B, C, D, E and F. Each block consists of Hollow plinth, Ground Floor, First Floor to Twelfth Floor alongwith a lift room, stair cabin and terrace upon it. The Block Nos. D, E and F have in addition two cellars to be used exclusively for parking. The Ground Floor in Block No. A, B and C is to be used for parking and the Ground Floor in Block No. D, E and F is to be used partly for parking and partly for electric sub-station, as per the approved plans and Rajachitthi issued by AMC.
- (E) The **VENDOR** has given copy of the approved plan, Commencement Certificate (Rajachitthi) issued by AMC, copy of Sale Deed in favour of **VENDOR**, its Property Card, City Survey Card etc. to the **PURCHASER/s** herein. The **PURCHASER/s** has carefully inspected and studied the same, got them scrutinized and examined by their lawyers, and are fully satisfied about them. That the **PURCHASER/s** is fully satisfied about the right, title and interest of the **VENDOR** and its predecessors-in-title with respect to the said **Land** on which the said **Project “JAYMANGAL RESIDENCY”** is constructed as well as development permissions granted by competent authority. The **PURCHASER/s** is also satisfied about the competency of the **VENDOR** to develop the said

Project. The **VENDOR** shall obtain the Building Use permission from the Ahmedabad Municipal Corporation upon completion of the said **Project**.

- (F) That it is clarified by the **VENDOR** that the Vendor is entitled to grant exclusive right of parking slots to any unit holders for reserved parking.
- (G) THAT the **VENDOR** and the **PURCHASER/s** have negotiated for the sale of Unit No ____ admeasuring about ____ sq. ft. i.e. _____ sq. mtrs. (Super Built-up area) situated on the ____ Floor (_____ Floor as per plan approved by AMC) of building "**JAYMANGAL RESIDENCY**" alongwith undivided proportionate land of Non Agricultural Land bearing Final Plot No. 120/1 of Town Planning Scheme No. 8 (Asarwa) now forming part of the City Survey Record and given City Survey No. 4585/1 admeasuring 6832 sq. mtrs. situate, lying and being at **Moje Asarwa**, Taluka Asarwa [Old Taluka Ahmedabad City (East)] in the Registration District of Ahmedabad and Sub District of Ahmedabad - 6 (Naroda) belonging to the **VENDOR** and more particularly described in the **Schedule 2** written hereunder alongwith the car parking rights in _____ (mention designated area), the right to use and access common areas and amenities (hereinafter referred to as “the said **Property**”). The detail of the carpet area [as per the Real Estate (Regulation and Development) Act, 2016] of the said Property and other appurtenant areas (meant for exclusive use of the **PURCHASER/s**) to the said Property is as follows:

Unit No.	Carpet Area (Sq. Mtrs.)	Balcony Area (Sq. Mtrs.)

- (H) THAT as a result thereof the **VENDOR** has agreed to sell and the **PURCHASER/s** have agreed to purchase the said **Property** more particularly described in the **Schedule 2** hereunder written for a total price of **Rs.** _____/-(Rupees _____ only).
- (I) THAT the **PURCHASER/s** have paid the above stated price to the **VENDOR** in the manner as stated hereunder:-

Amount paid to VENDOR by PURCHASERS

Sr. No	Amount (₹)	Cheque No. Date of Cheque	Name of Bank & Branch
1			
2			
3			Being TDS deducted under the provisions of the Income Tax Act, 1961.
Total	Rs. _____/- (Rupees _____ Only).		

- (A) **NOW THIS INDENTURE WITNESSETH THAT** in consideration of the payment of the said sum of **Rs.** _____/- (Rupees _____ Only) paid as mentioned above by **PURCHASER/s** to the **VENDOR** being the full consideration payable by the **PURCHASER/s** for the said **Property** more particularly described in the **Schedule-2** hereunder written; the payment and receipt whereof the **VENDOR** doth hereby admits and acknowledges and of and from the same and every part thereof forever acquit, release and discharge the **PURCHASER/s**, the **VENDOR** doth hereby convey, grant, transfer and assure unto the **PURCHASER/s** ALL THAT said **Property**, proportionate land

and common facilities and common properties of the scheme more particularly described in the **Schedule 2** hereunder written **TOGETHER WITH** undivided right in the compound, sewage, drains, plants, shrubs, ways, paths, passage, commons, waters, water-courses, lights, liberties, privileges, easements, profits, advantages, rights and appurtenances, undivided proportionate land, and common staircase, lift and passages etc. whatsoever to the said **Property** or any part thereof belonging or in anyway appertaining to or with the same or any part thereof now hath or any time heretofore usually held, used, occupied or enjoyed or reputed or known as part thereof and to belong or be appurtenant thereto and all other common rights and amenities in the **Project** proportionately with other owners of various residential units in the **Project AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the **VENDOR** in to out of or upon the said **Property**, undivided proportionate land 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 **PURCHASER/s** forever as full owners and members of the **VENDOR** Scheme and members of the Management Body Society or Association of Persons (AOP) (hereinafter referred to as "Management Body") as and when it is formed and subject to the rules, regulations and resolutions of the Management Body as may be framed and also subject to the terms and conditions stated in this Deed and in other deeds made in respect of this Residential Unit.

- (B) That quiet, vacant and peaceful possession of the said **Property** described in **Schedule 2** is delivered by **VENDOR** herein to the **PURCHASER/s** today and the **PURCHASERS** acknowledge the delivery of the said **Property** by the **VENDOR** in good and proper condition. It shall be put to use after obtaining B.U. Permission.

That quiet, vacant and peaceful possession of the said **Property** described in **Schedule** hereunder shall be delivered by the **VENDOR** herein to the **PURCHASER/s** after obtaining B.U. Permission and the purchasers shall acknowledge the delivery of the said **Property** by the **Vendor** in good and proper condition at the time of signing of Possession Receipt/Possession Agreement.

- (C) The **VENDOR** has formed/shall form a Service Society namely, "Jay Mangal Residency Co-operative Service Society" (hereinafter referred to as said "**Management Body**") for management and maintenance of common facilities of said **Project, JAYMANGAL RESIDENCY**, and **PURCHASER/s** shall from time to time sign and execute the application and other papers and documents necessary for the membership of the Service Society. **PURCHASER/s** shall co-operate and assist the **VENDOR** for formation of the said Service Society.
- (D) The **PURCHASER/s** agree that though they have become free, independent and absolute owners of the said **Property**, the said **Property** shall be used, occupied and transferred by them as per rules and regulations that shall be framed by said **Management Body** as the case may be. Therefore the use, transfer etc. of said **Property** shall be in accordance with the rules and resolutions of the **Management Body** which is formed for management and maintenance of common facilities of said **JAYMANGAL RESIDENCY** scheme.

- (E) AND the **VENDOR** doth hereby for itself, its successors and assigns **COVENANT** with the **PURCHASER/s** that notwithstanding any act, deed, matter or thing whatsoever by the **VENDOR** 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 **VENDOR** 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/s** 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 said **Management Body** formed for the management of entire **JAYMANGAL RESIDENCY** scheme.
- (F) AND that the **PURCHASER/s**, after obtaining possession of said **Property** from the **VENDOR** in writing shall and may at all time hereafter peaceably and quietly enter upon, have occupy, possess and enjoy the said **Property** and receive the rents and profits thereof and of every part there to and for his/its use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by them the **VENDOR** 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.
- (G) AND full and free right liberty and license for the **PURCHASER/s** 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 **VENDOR** 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.

- (H) THE **VENDOR** covenants with the **PURCHASER/s** that the said **Land** of Final Plot 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 other than the loan obtained by the **VENDOR** from Oriental Bank of Commerce, Ashram Road Branch and that the **VENDOR** has not taken any other loan or financial assistance of any nature from anyone by creating charge over the said **Property** or its title deeds.
- (I) That Oriental Bank of Commerce, Ashram Road Branch has released the said Unit No. ____situated on the ____ Floor of Block No. __ from its charge vide its No Encumbrance Certificate dated _____ Ref No. _____ as amount of charge of said Bank on said Unit is repaid. Therefore this Unit No. __ is now released by The Oriental Bank of Commerce and it is free from any mortgage or charge.
- (J) That the **VENDOR** has paid and shall pay all kinds of Panchayat taxes, AMC Cesses, Betterment charges and Revenue Taxes etc in respect of the said **Property** up to the date of delivery of possession. The **PURCHASER/s** shall be liable to pay proportionately all AMC taxes, cessess, charges, etc thereafter.

(K) The **VENDOR** shall lease an area admeasuring 151.16 Sq.mtr @ First Basement, 156.81 sq. mtrs.@ ground Floor & 31.60 Sq.Mtr. of Pathsala area from within the scheme premises to the Shri Jaymangal Shwetamber Murtipujak Jain Sangh (**'Trust'**) for the purpose of constructing and developing thereon a Jain Temple and for the purpose of managing the same. Further, the **VENDOR** shall lease an area admeasuring 151.16 Sq.mtr @ First Basement, 156.81 sq. mtrs.@ ground Floor & 31.60 Sq.Mtr. of Pathsala area of the constructed building to the said Trust for developing the same to be used as an 'Apashray/Paathshala' and such related religious use. After the **VENDOR** has handed over the management of the entire Project to the service society or association of the members, the trustees of such The Shri Jaymangal Shwetamber Murtipujak Jain Sangh (**'Trust'**) shall be nominated as Management Committee in the said Trust for the management of the said Jain Temple and the said Apashray/Paathshala. The **PURCHASER/s** agrees and consents to the above arrangement and hereby covenants that he shall not raise any objection in this regard in future.

(L) Moreover terms and conditions of all other deeds like possession agreement, agreement for sale, etc shall also be binding upon the **PURCHASER/s** and their transferees.

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

The **PURCHASER/s** irrevocably agrees that they have purchased the said **Property** on the following terms and conditions and they covenant with the **VENDOR** as stated hereunder:-

1. The **PURCHASER/s** herein agree to purchase necessary shares of the _____ Service Society and to become its member, which is formed and registered for the management of the building facilities.
2. That the **PURCHASER/s** agree 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.
3. The **PURCHASER/s** agree to pay all maintenance amount/charges/deposit as may be demanded by the Management Body, which is formed for the management of the said **Project**.
4. It is hereby agreed by the **PURCHASER/s** that as owners of said **Property** in pursuance of this deed they shall deposit with the **VENDOR** necessary maintenance Deposit, in lump sum at the rate of Rs. 800 per sq. yd. The **PURCHASER/s** has deposited today with the **VENDOR** necessary maintenance deposit of Rs.____/- (Rupees ____ only) vide Cheque bearing No.____ dated ____ drawn on ____ Bank, Branch. Subsequently the **PURCHASER/s** shall also pay such amount as may be decided by the **VENDOR/ Management Body** for maintenance. The interest income of lump sum deposit and the amount paid by cheques shall be utilized by the **VENDOR/ Management Body** as the case may be towards common expenses, maintenance and other expenses incurred by the **VENDOR/Management Body**. The **VENDOR/ Management Body** shall also be entitled to use/spend the corpus of the fund in case of necessity. The Purchaser shall also be required to pay additional amount in future if the **VENDORS** or **Management Body** decides to raise additional amount to meet with such expenses. The **PURCHASER/s** agrees to this arrangement. In case if

the **PURCHASER/s** fails or refuses to make the necessary payments to the **Management Body**, the **Management Body/VENDOR** shall be entitled to cut off the common services agreed to be given to the **PURCHASER/s** and thereafter the **PURCHASER/s** shall not be entitled to demand such services from the **VENDOR/Management Body** and the **PURCHASER/s** shall also be bound to pay interest at the rate as prescribed by **VENDOR/Management body** per month in case of default or delay.

5. That the **PURCHASERS/s** hereby covenants to keep the said **Property** and its walls and partition walls, sewers, water and drainage pipelines and other appurtenances thereto belonging in good and tenantable repair condition.
6. That the **PURCHASER/s** or their employees, agents, contractors will not at any time demolish or cause to be done any additions/alterations/modifications of whatsoever nature to the said Property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said Property, or the neighboring units or to the said Building. The **PURCHASER/s** shall not be permitted to put up anything in passage, or the closing or encroaching of passages or lounges or make any alterations in the elevations and outside colour scheme of the property acquired by the **PURCHASER/s**.
7. That the doors, windows etc in the Flat shall be made of wood and are likely to be swollen during monsoon due to humidity/damp 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.

8. That the **PURCHASER/s** shall use the said Property only for residence. Otherwise the said **VENDOR/Management Body** will be entitled to take the possession of the said Property from the **PURCHASER/s** and the said **VENDOR/Management Body** shall have every right to sell the said Property to any other person as it may deem fit and proper.
9. The **PURCHASER/s** 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 premises in the building or to the owners or occupiers of the neighboring properties nor for any immoral or illegal purposes.
10. That the **PURCHASER/s** 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 Building.
11. That the **PURCHASER/s** shall not put any Name Plates without the prior written permission of the **VENDOR/Management Body**. The **VENDOR/ Management Body** will provide necessary dimensions and sizes for the Name Plates to be displayed at the entrance of its Units. The **PURCHASERS** shall be allowed to put its Name Plates on the entrance wall/door of his Unit and shall also follow the instructions of the **VENDOR/Management body** regarding dimension and size of the Name Plates.
12. That the **PURCHASER/s** shall maintain at its own costs the Property purchased by the **PURCHASER/s** in the same good condition, state and order in which it is/will be delivered to the **PURCHASER/s** and shall abide by all bye laws, rules and regulations of the said Management Body, Government and Semi-Government authority, the Ahmedabad Municipal Corporation

and Torrent Power Limited and any other authorities, local bodies, 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.

13. The **PURCHASER/s** 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 Unit.
14. That the **PURCHASER/s** shall permit the **VENDOR/ 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 (in emergency, less hour's notice) 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 Unit or any other property in the building in respect whereof the occupiers of such other Units 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 said **Management Body**.
15. After obtaining previous written permission of the **VENDOR/ Management Body**, the **PURCHASER/s** shall be entitled to transfer/sell, convey, mortgage, charge or in anyway encumber or deal with or dispose of his/her/its 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 breach or default in compliance of the terms and conditions of this Sale deed or any other agreements entered into with or rules, resolution etc of the **Management Body** and if the **PURCHASER/s** does not pay transfer fees to the **Management Body** and if the activities of the transferor or transferee are not suitable to the Building/**VENDOR**/the **Management Body**.

16. That the **Purchasers** and the persons to whom the said Property is subsequently transferred, assigned or given possession of with the permission of the **VENDOR**/Management Body of the said Building 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 Building and its occupiers.
17. That the **PURCHASER/s** and persons to whom the said Property is subsequently transferred, assigned or given possession of shall observe and perform the bye laws and/or the rules, regulations and resolutions, framed by the **Management Body** and any additions, alternation or amendments thereto made by the **Management Body** for the protection, maintenance, use and transfer of the said building, unit 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 Ahmedabad Municipal Corporation and other authorities of the government. The **PURCHASER/s** and the person to whom the said **Property** is let, transferred, assigned or given possession, shall observe and perform all the stipulations and conditions laid by the Management body of said building regarding the occupation and

use of the building and/or the said unit or other spaces and/or parking spaces therein and shall pay their contribution regularly and punctually towards the taxes and/or management expenses or other out goings in accordance with the terms of this Sale Deed and as may be decided by the Management Body from time to time.

18. All the terms, conditions, stipulations and provisions of this deed shall be binding upon the transferee of the **PURCHASER/s** from time to time. That the Sale/transfer by the **VENDOR** of the other portion of the building including terrace, parking and basement shall not be questioned by the Management Body of the building and the **PURCHASER/s** herein.
19. THAT the **PURCHASER/s** hereby irrevocably agrees that the terrace situated on the ____ Floor of the said building shall always be the property of the **VENDOR**. It shall be treated as common property or common facility of the building. The **PURCHASER/s** hereby further agree that access to the said common terrace shall be only through Common Staircase and Lift provided in the building. The **PURCHASER/s** herein agrees to the same. The **PURCHASER/s** and their transferees shall not be entitled to put sign boards, advertisement boards, neon boards etc. on the terrace. The **PURCHASER/s** shall not have and/or claim any right, title or interest in the said common terrace of the building. No construction of any nature whatsoever including construction of towers for communication purposes shall be allowed on the said common terrace and it shall always be kept open. The **PURCHASER/s** hereby accepts the abovementioned rules and regulations for use of common terrace and shall not be entitled to raise any objection or dispute against the **VENDOR** or the resident of any Units in this regard.

20. That if in future there is any additional FSI available from the competent/appropriate authority for construction, then the **VENDOR** shall become its absolute owner and shall have full right to make additional construction on the land and/or building. The **PURCHASER/s** or Service society shall have no claim or right for such additional FSI rights.
21. 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 with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the Management Body or the **VENDOR**, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the said **Property** being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the said **Property**.
22. That the **PURCHASER/s** hereby covenant to keep the said Property in good condition. The **PURCHASER/s** are aware that the common wall of the said Unit is of thickness of single brick and therefore they shall not do anything which may cause damage to the building and/or the neighboring of the premises.
23. Similarly the leakage of water from the toilets, bathrooms and kitchen is also likely to happen in Flat as well as from the neighboring and upper units. Leaked water/moisture is likely to appear on the walls of said Unit and that may deteriorate the painting and plaster on the walls. **PURCHASER/s** are aware that water is a substance which 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. **PURCHASER/s**

agree that the **Management Body/VENDOR** shall not be liable for any damage in the unit due to leakage of water and its various other after effects.

24. The Lift facility in this building shall be used as per rules of the Management body which may be formed for the management of said building. It is to be economically used. You as well as your employees or heirs shall not misuse the said lift and you will take care and co-operate about it. One should take care that the children do not use the lift to play. The quality of lift shall be good. But it is a machine and is not manufactured by the **Management Body/VENDOR**. Therefore during the use of the lift and even as a result of any defect or otherwise, if any one is injured or receive damages otherwise then the **Management body** which may be formed in future or **VENDOR** shall not become responsible for it and the **PURCHASER/s** and their heirs etc shall not demand/shall not be entitled to demand such damages/compensation from them and the **PURCHASER/s** hereby give your assurance and consent in it.

25. The **VENDOR** shall provide Fire Fighting System in the said building for safety of residents. It will be provided as per norms prescribed by local authority and fire department. Said Fire fighting system is not manufactured by the **VENDOR**, but the **VENDOR** shall be purchasing it from market and fix the equipments and lay pipe lines through other independent agency. Fire is not caused regularly in any building but if the entire system is not regularly and timely checked, examined, used and maintained, then it may not work at the time of need. The **VENDOR** will not be maintaining any common amenities in future including the Fire Fighting System. The system will have to be looked after, serviced and maintained by the Flat purchasers. Therefore it is agreed that the **VENDOR** shall not be responsible

for the failure/ malfunctioning of the fire fighting system in future and it will be the responsibility of the apartment owners for maintenance/replacement of the said system in future.

26. That the **PURCHASER/s** agree and assure that it shall not apply/try to mutate their names in the revenue record/City Survey Record without prior written permission of the **VENDOR/ MANAGEMENT BODY**.
27. That if the **PURCHASER/s** are found to have committed breach of any of the conditions then without prejudice to the right of expulsion of the **PURCHASER/s** from the occupation and membership of the Management Body and forfeiture of its price and share, the said **VENDOR/ Management Body** shall have absolute right to compel the **PURCHASER/s** to restore the premises to the original position and by default, shall have a right to cause it to be done through its agents and employees at the cost of **PURCHASER/s** and transfer it in any manner they like for making good the losses, expenses etc.
28. The said building shall always be known as "JAYMANGAL RESIDENCY". This name shall not be normally changed under any circumstances by the **PURCHASER/s** and other unit holders.
29. The said Land is located in Moje Asarva within the limits of Shahibaug Police Station of Ahmedabad and is situated outside the area covered by the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from premises in Disturbed Area Act, 1991 and therefore, no prior permission of the Collector of Ahmedabad for the transfer of the said Property is required to be obtained for this Sale Deed.

30. As per prevailing Gujarat Stamp Act, 1958 stamp duty at the rate of 4.90% i.e. Rs._____/ - approx has been affixed on the said document.
31. That the expenses for Stamp Duty, Additional Stamp Duty, Registration fees, VAT, G.S.T, other taxes, miscellaneous expenses, etc. in respect of this Sale Deed shall be borne by the **PURCHASER/s** alone.
32. The **PURCHASER/s** will also be responsible to pay additional stamp duty, registration fees, penalty, fine etc if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act. The **PURCHASER/s** also agrees to pay to the **VENDOR** the G.S.T if payable in respect of this Sale transaction. The Legal Charges including the Lawyer's fees shall also be borne by the **PURCHASER/s**.

The schedule above referred to is mentioned hereunder:-

SCHEDULE- 1

(Description of Land of Entire Project)

All that piece or parcel Non Agricultural Land bearing Final Plot No. 120/1 of Town Planning Scheme No. 8 (Asarwa) now forming part of the City Survey Record and given City Survey No. 4585/1 admeasuring 6832 sq. mtrs. situate, lying and being at **Moje Asarwa**, TalukaAsarwa [Old Taluka Ahmedabad City (East)] in the Registration District of Ahmedabad and Sub District of Ahmedabad – 6 (Naroda) alongwith right to allotted parking, right to use and enjoy common amenities and all other common rights including roads, common plots, etc of the said scheme.

Land of Final Plot No.120/1 now bearing City Survey No. 4585/1 admeasuring 6832 sq. mtrs. and constructed property on it are bounded as under:-

- On or towards East : Final Plot No. 119
- On or towards West : T. P. Road
- On or towards North : Final Plot No. 100 Part
- On or towards South : Final Plot No. 120/2

SCHEDULE-II
(Description of said Property)

All that piece and parcel of property being **Flat No.**_____ admeasuring about _____ sq.ft i.e. _____ sq.mtrs (Super built-up area) situated on the _____ Floor (_____ Floor as per approved plan)of Block No._____ in the residential building known as ‘**JAYMANGAL RESIDENCY**’ alongwith undivided proportionate land of Non Agricultural Land bearing Final Plot No. 120/1 of Town Planning Scheme No. 8 (Asarwa) now forming part of the City Survey Record and given City Survey No. 4585/1 admeasuring 6832 sq. mtrs. The detail of the carpet area [as per the Real Estate (Regulation and Development) Act, 2016] of the said Property and other appurtenant areas (meant for exclusive use of the **PURCHASER/s**) to the said Property is as follows:

Unit No.	Carpet Area (Sq. Mtrs.)	Balcony Area (Sq. Mtrs.)

That said Flat No - _____ situated on the _____th Floor of Block No _____ is bounded as under:-

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

The aforesaid Unit No ____ in Block ____ is sold alongwith __ exclusive car parking place in ____, common rights in all common utilities & amenities, passages, staircase, water facilities, compounds, sewage, drains, drainage, electricity etc.

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder on this ____th day of ____, 2017 at Ahmedabad.

FIRST PARTY-THE VENDOR

M/s Jaymangal Realities, a Partnership firm through its Partner/Power of Attorney Holder **Mr.** _____

SECOND PARTY/PURCHASERS

[1] _____

[2] _____

WITNESSES

[1] _____

[2] _____

5"x7" Photograph of the Property hereby sold by Vendor to Purchaser

Vendor

Purchaser

5"x7" Photograph of the Property hereby sold by Vendor to Purchaser

Vendor

Purchaser

<u>FIRST PARTY-VENDOR</u>	<u>Photograph</u>	<u>Left Hand</u> <u>Thumbprint</u>
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<u>SECOND PARTY-PURCHASER</u>	<u>Photograph</u>	<u>Left Hand</u> <u>Thumbprint</u>
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