

**SHREE
SALE DEED**

Rs. /- only.

RERA Reg. No. PR/GJ/VADODARA/VADODARA/Others/...../.....22

This SALE DEED is made and executed on this day of 2022 day by and between the parties as per following terms and conditions:

THE EXECUTANT / PURCHASER / SECOND PARTY :

Mr., Aged : years, Occupation :, [PAN :] - [AADHAAR No.], Residing at,,Vadodara.

(hereinafter referred to as “**Second Party(Allottee)**” which expression shall unless it to the context or meaning be deemed to mean and include his heirs, survivors, successors, legal representatives, executors and assignees etc., in this Sale Deed)

EXECUTORS :

EXECUTOR / FIRST PARTY / VENDOR / LAND OWNER :

SKY SEVEN INFRATECH PVT. LTD., [PAN – **AAQCS 2682 D**] a Private Limited Company through Managing Director,

(1) Mr. SHIVANSHU PRADEEPKUMAR MITTAL, Aged -39 years, Occupation Business, Aadhaar No. 6433 6345 3505,

(2) Mrs. BHARTI SHIVANSHU MITTAL, Aged -38 years, Occupation Business, Aadhaar No. 3651 0400 0526,

having Office at, 17/2, Panorama Complex, R. C. Dutt Road, Alkapuri, Vadodara.

(Hereinafter referred to as "**The FIRST PARTY**" or "**DEVELOPER / PROMOTER**" in this Sale Deed and in the meaning of the word the Limited Company of First party and present and time to time Director of Company and newly admitted Director and their heirs, guardian, successors, Assignees, Administrators, executors etc. all have been included.)

Whereas, we the Promoter/Executors of the property executed this Sale Deed in favor of Allottee/Purchaser of the property upon on following terms and conditions mentioned herein.

1. Registration District Vadodara, Sub-Registration District Vadodara (Section-4), Mouje Village : **SEVASI**, land bearing **Old R. S. No. 341, Block No. 301** and admeasuring area as per revenue records 6273 SQ. MTR., and its merged in **T.P. Scheme No. 2**, and allotted **Final Plot No. 124**, and as per Final Plot admeasuring area is **4392 SQ. MTR.,MTRS.**, and the said land purchaser by Executors – **SKY SEVEN INFRATECH PVT. LTD.**, from previous owner **Bhagirathbhai Navnitlal Parikh & Others through POA Rakesh Kantibhai Patel** by way of Sale Deed duly executed before Sub Registrar, Vadodara vide **Reg. Sr. No. 5823**, dated **23/05/2022**, and from that date, we the Executors are absolutely seized and possessed of or well sufficiently entitled to the said land.

For the said land, Vadodara's Hon. Collector issued an order for Non Agriculture permission **No. NA/SR/973/2014 - 2015, No. Land-D/Kalam-65/Vashi/2141 to 2148/2015, Dated 04/04/2015** for used of land for Non-Agriculture purpose.

In the said land, Vadodara Mahanagar Palika issued construction permission vide **No. Ward-11/HB/88//2021-2022, Dated 18/02/2022**, and as the approved lay out plans, for the residential & commercial use scheme in the name of "**ATMOSPHERE**" and to be constructed Flat/Shop in the said scheme, the said property description (hereinafter referred to as "the Projected Land") well described in the schedule -1 hereunder mentioned.

For the said property, "**SKY SEVEN INFRATECH PVT. LTD**" executed authority in the presence of all the Directors, we, **Mr. Shivanshu Pradeepkumar Mittal** and **Mrs. Bharti Shivanshu Mittal**, the said Directors delivered their sign in every legal works execution and administration, and the said power and authority given by all the Directors of the Company, which is valid till today and the same shall not be cancelled by any manner, for which we give assurance and undertaking. And upon the power we the executors, possess all the power and authority to construct on the project land and transaction regards to the scheme.

2. As per above details residential and commercial construction carried out and the scheme known as “**ATMOSPHERE**” scheme, the details of Buildings and boundary well described in the schedule-1 attached herewith, and that Apartment paikee Tower, Floor, Flat/Shop No., which carpet area is SQ. MTRS., and Balcony area and Wash area is SQ.MTRS., and open terrace SQ. MTRS. And the details about Flat/Shop and boundary well described in the schedule attached herewith. And the said Flat sold to the Purchaser for a consideration price of Rs...../- Rupees only including being that proportionate price of the common areas and facilities appurtenant to the Apartments, and description of the common facilities, which are more particularly described in the Schedule annexed herewith. The total aggregate consideration amounts for the said property mentioned herein above, and the consideration amounts received as per following details.
3. We the executors received entire consideration amounts from the Purchaser as below mentioned particulars; therefore, we hereby acknowledge the receipt of sale consideration.

:: PARTICULARS OF PAYMENTS ::

Amounts Rs.	Date	Chq. No.	Banks Name
	Rupeesonly....		

4. The Promoters hereby assures that they are the legal owners and occupiers of the said property. Except Executors, no other person has any claim, right, title, interest or encumbrance in the said property, and no one has any legal heirs rights or interest or not loan taken from any Bank against the said property or not given or acceptance any surety or in lien, and with such clear understanding we have executed this deed.
5. For the above said property, we the Promoters received entire amounts of sale consideration, therefore handed over actual, physical, vacant and peaceful possession of the said property to the Purchaser, and in the said property Purchaser and his legal heirs live happily ever after till the sunshine’s, and against the said property we the Directors of the Company and our legal heirs no any claim, right, title, interest or not raised objection in the said property, with such clear understanding we have executed this deed.

6. For the said property under sale, all taxes, charges, electric meter bill, vadodara mahanagar seva sadan house tax etc., in respect of the said property for the period prior to the date of execution of this sale deed shall be paid and borne by the Promoter and after execution of sale deed the same be paid and borne by the Purchaser only. Now Purchaser shall have full right to get the property transferred in his own name from the concerned department on the basis of this deed at their own expenses. If the Purchaser fails to change or transferred their own name, in such case if any liability arises then the Purchaser is liable to such acts, and also the Promoters has rights to cancelled such connection which are not change or transferred, and if any outstanding due in respect to the said property in such case the Promoters assure and undertake to paid such bill or taxes or charges to the concerned department.
7. The Promoter has delivered certified copies of the previous and current title documents relating to the above mentioned property, which verified in details by the Purchaser.
8. For the said property under sale, situated in the Apartment, so every members observes rules and regulations, and against this observance we the Promoter have executed this deed, if the Purchaser fails to observe the rules then the deed shall be cancelled, with such clear understanding we have executed this deed.
9. For the said scheme "**ATMOSPHERE**" the authenticated and original copies of the Plans and specifications of the lay out as approved by the Vadodara Mahanagar Palika, commencement certificate, building plan etc., inspected by the Purchaser. And for such matters like situation, length, broadness, map size, side, construction materials, fixtures, structure design, the Purchaser not taking any objection in future due to such inspection and verifications they have made before executing this sale deed, so there are no obstruct or objection relating to the map, size, design, boundary and construction as committed and agreed by the Purchaser.
10. For the said property, except built up area, all common facilities and services, common passages, lift, staircases, common parking place, common water tank and other properties of common enjoyment shall vest

jointly with the owners of the various unit holders in a manner so no harassment to other occupants of the Apartments and no one members shall divide or demand on ownership basis this common facilities and services, and the said common facilities and services well described in the schedule annexed herewith.

11. The scheme known as **"ATMOSPHERE"** formed a Association, which is formed and registered under the Act of Gujarat Co-op Societies Act/Non trading Act or other Acts, in which you become a compulsorily members of that Association and the Purchaser pay his proportionate share to registered the said society. Association of **"ATMOSPHERE"** for safeguard, safety and maintenance purpose manage all the routine activities like enjoyment, happiness of common facilities of building, club house maintenance, cleaning in common areas, appoint sweeper, to maintain water supply and other common facilities and services of the building and to maintained such services whatever expenses are there like expenses, taxes, maintenance expenses, watchman salary, sweeper salary, common areas electric bills all such expenses paid by all the members in their proportionate and pay deposit to reimburse all such expenses. And Association of **"ATMOSPHERE"** maintained all routine expenses from the interest income of such member's deposits. In future if there is more expenses then income at that time all the members of the building gives their proportionate share or extra deposits to Association to reimburse such expenses. We the Promoters declares that, whatever vacate possession in the building means unsold properties are there, for such property Association has no rights to collect common maintenance expenses from the Promoters up to sold the same property to others and the Purchaser agrees and assure the said conditions. And Association has no right to collect proportionate share or maintenance expenses from the Promoters in relating to the vacate premises which is unsold.
12. In the said Association, one person appoint as Manager/Secretary, and the said person looking towards building or activities related to the building and common facilities and services and solved the difficulties of members for avail facilities and also gives instruction time to time which observed by all the members of the Association.

13. After sell, we the Promoters have no right or liable and responsible for any matters or belongings, and the Promoters also intimate that, staircase, passage, terrace, lift, parking etc., common and general facilities all property holders used in joint co-operation with other members of the society. And after completion of work, we the Promoters handed over all the liabilities and responsibilities to the concerned Association and from that particular date all the taxes, charges, land revenue, lease, maintenance and maintenance expenses, lift license renewal, watchman salary, sweeper salary, common areas or water motor light bills and maintenance of equipments only Association is liable to managed, in which we the Promoters are not liable and responsible, with such clear intimation we have executed this deed.
14. In the said Unit you have to keep your sign board in fixed place and fixed size's only. Sign board places is necessary for the buildings elevation maintenance, so no change in the color of elevation and also no changes or modification in main entrance door design. And the Promoter further declares that in the building premises no fixed any pictures or sign board, and as decided by the Association size or place only on that particulars size and places you have keep your sign board, and for this purpose whatever rules and regulations made all the members of the building observes. And also Association decided outside safety grill size and design only that design grill shall be fixed in the building premises.
15. The Purchaser put their Air Conditioner machine in proper side so no obstruct or hindrance to other members and also look that heat and warm water do not spread over to the passage, staircases or common areas, and not fixed such machines in common passage. Also in order to maintain the aesthetics of the building no signboards & outdoor AC unit will not be allowed in front & side elevation for office, in case of showroom will be allowed on market location.
16. Entire space of building premises, common passage, staircase, parking space etc., only for movement of members and vehicle parking purpose, in such place no one members put their belonging or materials which causing hindrance/obstruction to other Purchaser of the building premises.

17. In future for any reasons whatsoever, collapse, then the unit holder with other holders re-construction/repairing made with the necessary permission acquired as per prevailing laws from the local or concerned authority, and unit holders rights or eligible to acquired repossession his property as per his actual place and map.
18. In the said Unit, there is M.G.V.C.L. light connection in our name, after sale deed get it transfer in your name, with such clear understanding you have purchased the said property. If failure on the part of Purchaser, all dues of lights bills recovered from the Purchaser only and Purchaser agrees and gives assurance and faith, and also in revenue records, city survey property card, vadodara mahanagar seva sadan tax bill, purchaser get it transfer in their name after execution of this sale deed, if failure on the part of the Purchaser, we collect or recovered all dues and penalties from the Purchaser only, and also liable for legal actions taken by the local authorities, which we clear intimate before executed this deed.
19. The property under the sale related any Government or Semi-Government tax or Electric connection charges are pending till the execution of this sale deed, we shall pay such amounts, and the Purchaser shall pay such charges or taxes after execution date to the concerned authority. The Purchaser has become entitled to get the said property transferred in their names in Government or in Semi-Government offices, after the date of this sale deed and the Promoter shall full co-operation for this purpose and if required personally presence and gives their consent for change or transferred name, and in related to sale deed if any Government or Semi-Government (Central or State Government other taxes) additional tax demanded or any GST tax increase or decrease at that time Purchaser is only liable to such additional taxes or charges.
20. For the said property, title is clear and marketable, the authenticated copies inspected by the Purchaser and verified and gives their consent in regards to the title. So, therefore, Purchaser has no issues regards to the title matters in any manner and also we provide our and previous title copies and in future if required such certified copies then the Purchaser get the same at their own costs, which we clear intimate before executing this deed.

21. For the said property, owner's rights and possession rights also hand over with the sell of this Unit. The Purchaser inspected construction materials and building materials and fittings of the said property and gives satisfaction in respect of the same and handled property possession without any disputes.
22. In the said property, the Purchaser not to demolish or cause to be demolished the property or any part thereof, and not to store in the said property any heavy weight goods which are damage to the construction or R.C.C. structure of the building. And the said property purchased for the purpose of residential/commercial only. In the said property not to store any goods which are of hazardous or dangerous nature chemicals as to damage the construction or structure of the building premises and the Purchaser not committed this types activities and gives promise and undertaking to us for such causes and we executed this deed, which are agreeable and abide to you and your legal heirs and license holder. And in the said premises not to do any alteration in the elevation by the property holder and also fixed their safety grill inside of the property.
23. In the said scheme Commercial Property holder uses the property only for the Commercial or their business purpose only, and Residential property holder uses the said Unit only for residential purpose only. And in which Flat holder use the said Unit for any Hotel business, Restaurant, beauty parlor, video parlor or any other business entertainment or food parlor or except residential purpose has not been used by any Members of the scheme. Moreover in the said scheme no one members no to do or permit to do create any nuisance or annoyance or mental harassment to others. And no one has permit to use the walls of the scheme for any advertisement purpose. In future if there is requirement of color in the building premises at that time all members give their proportionate share for that cause, and if any member has not paid their share, then such said rights belongs to us/executors and take some legal actions against that members. In future for any reasons the said building collapse or damage by any reason, at that time Purchaser with others unit holder can do it re-construct the scheme as per prevailing rules and regulations.

24. Property holders of the Apartment, not to throw or store dirt except place as decided by the Association, or not throw in passage or in parking area or in compound or in open portion of the premises, and no one members committing any act which make nuisance to other members or not raised any obstacles in such area, all dirt, garbage and refusal store in such place which decided by the Association.

All the members of the Apartment, in the said Apartments, not to store any inflammable items which cause to be fired in the Apartments, or not to store or not to used for any purposes.

In the said **"ATMOSPHERE"** Scheme, for all the common facilities and services provide and usage whatever taxes, lease, imposed or demand and levies from vadodara municipal corporation or from government, all the unit holders jointly contribute such share. But actual taxes and charges of your personal property, whatever taxes, charges and levies imposed or demand from municipal corporation or government, then in such taxes and charges Purchers is personally pay such expenses, and if there is any addition or increase in the tax and charges in respect to the said property then the unit holder is personally liable to pay such amounts.

25. In the said property, inside of the property as per rules and regulations of the Municipal Corporation, the Purchaser can make change or alteration in their property but he is liable for this and borne all the cost. Such change and alteration if they required before formation of Association then he took prior permission in writing from us and after formation they required permission of Association, but shall not damage RCC column, beam or slab and other parts of the properties and if they breach rules and there are any loss or damaged then he is liable for legal action proceeding.
26. We gave this scheme name is **"ATMOSPHERE"** and no one shall change the same in any manner, it's for permanent and forever basis.
27. This agreement is made and executed between the parties and for any dispute arising relating to the documentations, court proceeding Jurisdiction should be at **Vadodara** only, which we declared to property holders before execution of this Sale Deed.

28. It is clearly specified that in the Drainage system, water line, common facilities of the scheme, no one unit holders can make change, if any members required change than they must required prior permission from upper and lower floor unit holder of the scheme is must, which clearly specified and declared to the property owners.
29. For the said property, for the Registered Sale Deed, whatever expenses like stamp paper, registration fees, advocate fees etc., has been paid by Executants party means by the Purchaser of the property only.
30. In the said Scheme, in last of the scheme there is open terrace, which is joint ownership of all the occupants of the scheme and in which no one has any personal rights, claim and interest, but usage has been made with each other co-operation basis, no one get it personally ownership.
31. The above property area declared on approximate basis, up to proper development not happened as per lay out and plan, there shall be variation in the area it may increased or decreased. We intimate to the property holders that comparison of all units of the building there shall be a minor difference in the area of other unit carpet area and super built up area, and such changes agreed by the Purchaser, and the Purchaser gives their consent and acceptance relating to such types of difference in area and due to this reasons in future no disputes or question arises in respect of the change in areas.
32. In the said building premises, the Shopkeeper allowed to park their vehicles outside of Ground Floor & First Floor the parking of shop members is provided in front side of the Towers and its use is to be made by all the owners in co-operative manner with other Shopkeeper in a manner so as not create any mental harassment, noise or disturbance to others. The parking provided at the back side of shops is to be made for only members of flat/pent house owners, so it is not for Shopkeeper parking space. As the Flat sell to you, is situated in the Tower : ... of the scheme and for that reason the parking space situated on the ground floor of the Tower :, that in the said 1 (one) car parking has been agreed to allot to all the Flat owners of the said Tower. As well the **Flat No.** sell to you, has been

agreed a car parking space & the same will be demarked as **Parking Space No.** in the parking place & therefore you, will have all the rights to park your vehicles in the said parking space or as per rules and regulations of the Association or as mutually understanding between all the occupants of the scheme.

33. The Purchaser has to pay their proportionate share with regards to the common facilities like licensed premises or rent for function arrange in the said property, for such whatever decided or take decision by the Association and no one members refuse or neglect to pay such amounts to the society. In future, if you sold the said property, at that time for requirement of NOC from the Association, whatever fees decided by the Association, new members gives such amounts to the Association and acquired NOC for purchaser the property, and get it in their name transferred in the society, with such clear intimation we have executed this deed. And the transferred fees decided by the Association at the time of transferred the property to new members name and the new purchaser is liable to pay such fees to the Association.
34. The scheme known as “**ATMOSPHERE**”, any members of the scheme, in the building premises or outside of the building premises or in parking areas, not keep their pets, animal or birds, which caused to nuisance or annoyance to other members of the building, with such clear intimation we have executed this deed.
35. Any disputes between property holders of the scheme, it shall be settled as per the provisions of the Gujarat Ownership Act, 1973.
36. Every year renewal of lift license and Fire NOC as per rules and regulations of the concerned departments through the Association, and for that after formation of Association, we the Promoters are not liable and responsible for such renewal. Lift and electric water pump is in running conditions, which is checked and verified by the Purchaser, with such clear understanding we have executed this deed.
37. The Purchaser of the scheme/apartments observes rules and regulations of the Association and usage of the facilities, amenities and services as per rules and regulations of the Gujarat Ownership Act, 1973.

38. Within a period of 5 years from the date of handing over the possession to the Purchaser, if the Purchaser brings to the notice of the Promoter any structural defect in the said property or in the scheme in which property situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defect shall be rectify, in such Puchaser shall entitled to receive compensation from the Promoter as provided under the Act. On the other hand Promoter shall not liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.

39. **Cancellation matters : Severability**

If any provision of this Agreement shall be determined to be void or 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 or deleted in so far as reasonable inconsistent with purpose of this agreement and to the extent necessary to confirm 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.

40. **Resolution of Disputes:**

Any disputes between parties shall be settled amicable. In case of failure to settled the disputes amicable, which shall be referred to the rules and regulations of the Authority as per the provisions of the Real Estate Act, 2016.

41. For the above scheduled property, we the Promoters declares that, common plot, top floor terrace, club house, common facilities and common areas ownership rights and possession handed over or transferred to the members Association or society, and in such things the Promoters has no rights, interest, claim, part, and entire administration handed over to the Association or to the Society,

42. For the said scheme if in future, obtained additional FSI after B.U. certificate the Promoter has no rights on it, but all the occupants of “**ATMOSPHERE**” scheme are eligible and have rights on it, and terrace and common plot, common area and other amenities rights remains with the all occupants of the scheme “**ATMOSPHERE**” in common way.
43. In the said Scheme, we shall register and obtained Registration No. as per rules and regulations from the Real Estate (Regulation and Development) Act, 2016 vide **RERA Reg. No. PR/GJ/VADODARA/VADODARA/Others/...../.....22**, and in that regards, we execute Agreement to Sale Deed as per RERA Act, section-14, registered vide entry No., Dt., So, we both the parties observes all the rules and sub rules of the RERA Act in all manner, with such understanding we have executed this deed.
44. The said property situated in the Apartments, so you became a members (for residential unit holder) of that Association/Society compulsorily.
45. The title deed of the said property is as under mentioned below particulars, which is handing over to you, and are checked, inspected and handled it, and Purchaser has no objection and give their assurance and undertaking.
46. Copy of N.A. order for the said land.
47. Ours Sale Deed copy of Land.
48. Previous owners ownership statements, revenue records, property card copy (promulgation entry)
49. Construction copy, development permission obtained from Vadodara Mahan agar seva sadan and Building plan and drawing copy.
50. Copy of Title clearance certificate issued by Advocate
51. Copy of Registration Certificate of RERA.

SCHEDULE

SCHEDULE OF THE PROPERTY :

In Registration District Vadodara, Sub-District Vadodara – **4** (Gorva) in the Sim of Village: **SEVASI**, Ta. & Di. Vadodara, there is a land bearing, **Block No. 301**, Old R. S. No. 341 and admeasuring area as per revenue records 6273 SQ. MTR., and its merged in **T.P. Scheme No. 2**, and allotted **Final Plot No. 124**, and as per Final Plot admeasuring area is **4392 SQ. MTR.**, That for making the construction in the said land, we the Promoters, obtained the construction permission from the Vadodara Mahanagar Palika & has granted the **Construction Permission Vide No. Ward-11/HB/88//2021-2022, Dated 18/02/2022** for the residential & commercial Scheme named as “**ATMOSPHERE**” consisting of **total 4 (four) Towers**, i.e **Tower : A, Tower : B, Tower : C** and **Tower : D**, out of this **Flat/Shop No.** situated on the **..... Floor** of **Tower :** is hereby sell to you. And as per the Real Estate (Regulation & Development) Ac, 2016 (RERA) the Carpet area of the said Flat/Shop is admeasuring about **.... SQ.MTR.**, and the Balcony area is **..... SQ. MTRS.** And its Construction area is about **..... SQ.MTRS.**, And the undivided proportionate portion of the land for the said Flat/Shop is about **..... SQ.MTRS.** The said property has been sell with the facilities of water connection, electric light connection & Drainage facility. The said property under present sale is bounded as under:

East :

West :

North :

South :

SCHEDULE

From the above schedule, entire land under the building premises with under ground parking and open land, entire plinth, beam, column, supporting walls, drainage connection, plumbing work, water connection, light connection, general, terrace, lobbies, passage, outside walls etc., mentioned in the schedule and in lay out approved general facilities and common areas jointly held by all the occupants of the scheme, so its undivided for permanent basis. And no one occupants/property holder damage or loss to the above facilities or services of the scheme in any manner and not demands such on ownership right basis.

The above Sale Deed executed by us as per our own consent, and willingness today after proper read, understanding, thinking, well awareness of hearts, without any pressure, and after recovered entire amounts of sale consideration amounts from the Purchaser, we executed this deed, which is agreeable and binding to us and our legal heirs all and will be and delivered our sign for sure.

EXECUTORS/PROMOTER :
SKY SEVEN INFRATECH PVT. LTD. a Company
through Managing Directors

Witness :

.....
SHIVANSHU PRADEEPKUMAR MITTAL

1.

2.