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SALE-DEED

(Flat With Terrace)

This Sale Deed is made today on day of Two Thousand Twenty
One at AHMEDABAD.

FIRST PARTY
THE VENDOR

:- ARISTO RESIDENCY LLP
(PAN: ABTFA 8910 B)

A Limited Liability firm having its registered office at: D/204, Elenza Crest, Near Sigma House, Sindhu Bhavan Road, Bodakdev, Thaltej , Ahmedabad.

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 include the “**VENDOR**” and its partners at present and from time to time and their executors, administrators, representatives and assigns) of the First Part.

SECOND PARTY
THE PURCHASERS

:- [1] _____

(PAN: _____)

(AADHAR: _____)

Aged about ____ years, Occupation _____,

[2] _____

(PAN: _____)

(AADHAR: _____)

Aged about ____ years, Occupation _____,

Both Religion Hindu and Residing at _____

Hereinafter in this Sale Deed referred to as “the **PURCHASER**” or “**Second Party**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the “**PURCHASER**”, his/her/their heirs, executors, successors, administrators, representatives and assigns) of the Second part.

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

WHEREAS:

- (a) The **VENDOR** herein is absolute owner – occupier and is seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces or parcels of the **Multi Purpose Non-Agricultural land** bearing Revenue Survey No. 86, total admeasuring 17503 sq.mtrs. covered in Town Planning Scheme No. 64 (Tragad) and allotted **Final Plot No. 33/1+33/2**, total admeasuring 10502 sq.mtrs. **Paiki West side 5410 sq.mtrs.** (9017 sq.mtrs. land area as per survey number), situated, lying and being at **Moje Tragad**, Taluka Ghatlodia in the Registration District Ahmedabad and Sub District Ahmedabad-8 (Sola) and it is stands in the name of Vendor in relevant revenue record and government semi government record, which is more particularly described in the **Schedule-1** hereunder written and hereinafter referred to as the said “**Project Land**” in this Sale Deed.
- (b) That as per order bearing no. CB/CTS-2/T.N.A./Section-65/Tragad/S.No./Block No. 86/SR-31/2017, Date 15/07/2017 passed by the District Collector, Ahmedabad for the land bearing Final Plot No. 33/1, admeasuring 5410 sq.mtrs. (allotted in lieu of Survey No. 86, total admeasuring about 17503 sq.mtrs. Paiki 9017 sq.mtrs.) of Draft Town Planning Scheme No. 64 (Tragad) is granted Non-Agriculture Use permission for Residential purpose. Mutation entry to the said effect was made in the revenue records vide Entry No. 4230 on Date 21/07/2017 which was certified by the competent authority on Date 03/10/2017.
- (c) Thereafter as per order bearing no. CB/Land-1/N.A./S.R.-514/2018/FMPS No. 308279, Date 25/06/2018 passed by the District Collector, Ahmedabad for the land bearing Revenue Survey No. 86, total admeasuring 17503 sq.mtrs. covered in Town Planning Scheme No. 64 (Tragad) and allotted **Final Plot No. 33/1+33/2**, total admeasuring 10502 sq.mtrs. **Paiki West side 5410 sq.mtrs.** (9017 sq.mtrs. land area as per survey number) is granted

revised Non-Agriculture Use permission for Multi Purpose. Mutation entry to the said effect was made in the revenue records vide Entry No. 4396 on Date 20/08/2018 which was certified by the competent authority on Date 02/11/2018.

- (d) That the Vendor herein has acquired the said Project Land from its previous owner “Ganesh Housing Corporation Limited” through its Authorised Signatory Kushal Yogendrakumar Joshi, vide Sale Deed, which was registered before the Sub-Registrar of Ahmedabad-8 (Sola) at Serial No. 12690, Date 01/07/2021. Mutation entry to the said effect was made in the revenue records vide Entry No. 4891 on Date 07/07/2021 which was certified by the competent authority on Date 19/08/2021. Upon such deed, the Vendor herein has been put in quiet, vacant and peaceful possession of the said Project Land.
- (e) AND WHEREAS the Ahmedabad Municipal Corporation has approved plan for constructing Residential and Commercial construction on the said Project Land vide Commencement Letter (Rajachitthi) under (1) Case No. BHNTI/NWZ/181121/CGDCRV/A5385/R0/M1 and Rajachitthi No. 05756/181121/A5385/R0/M1 for Block-A+D+C and (2) No. BHNTS/NWZ/181121/CGDCRV/A5386/R0/M1 and Rajachitthi No. 05757/181121/A5386/R0/M1 for Block-B, both Date 08/02/2022.
- (f) That as per approved plans, the Vendor has commenced development of the said Project Land and started construction of Residential and Commercial Project named “**ARISTO ANANDAM**” hereinafter referred to as the said “**Project**” in this Agreement for Sale as per approved plans & specifications. That the said Project is consists of total 4 (four) Blocks namely Block-A, B, C and D compromising of total 241 units (including 216 Residential units & 25 Commercial units) in accordance with Construction Permission issued by the designated authority.
- (g) That the Vendor has registered the above said Project under provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as

the said “Act”) and the Gujarat Real Estate (Regulation & Development) (General) Rules, 2017 (hereinafter referred to as the said “Rules”) with the Real Estate Regulatory Authority (hereinafter referred to as the said “Authority”) and said Authority has issued Registration Certificate of said Project on Date _____ vide Certificate No. PR/GJ/AHMEDABAD/AHMEDABAD CITY/AMC/MAA_____/_____.

(h) In the said project known as “**ARISTO ANANDAM**” the Purchaser herein has expressed his/her/their desire for purchasing a residential/commercial unit and the VENDOR has agreed to sell a **Residential/Commercial Unit** bearing No. ____ situated on the ____ Floor of **Block-__** of the project known as “**ARISTO ANANDAM**” situated at Near Malabar County-III, Opp. Adani Pratham, Behind Nirma University, Tragad, Ahmedabad hereinafter referred to as the said “**Unit/Property**” in this Agreement for Sale, more particularly described in the **Schedule-II** hereunder written. The detail of the carpet area (as per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the Purchaser) to the said Property is as follows:

Unit No.	Carpet Area (sq.mtrs.)	Balcony Area (sq.mtrs.)	Wash Area (sq.mtrs.)	Built-up Area (sq.mtrs.) (as per plan)	Undivided Land Area (sq.mtrs.)

The Purchaser is satisfied with the above carpet area/builtup area because the Vendor has understood difference between carpet area, builtup area and super builtup area hence the Purchaser has not any type of dispute in this regard and also binding with the Vendor that not to create the same at any time in future. It is further clarified that the area of architectural projection is not included in the above area table.

- (i) As per the said approved plans, the Development work of the said Project on the said **Project Land** is completed and the Building Use (BU) Permission under (1) Ref. No. B.U./NWZ/____/____ for Block-____, (2) Ref. No. B.U./NWZ/____/____ for Block-____ and (3) No. B.U./NWZ/____/____ for Block-____, all dated _____ has been received from the concerned authority.
- (j) The **VENDOR** has given copy of the approved plans, Commencement Certificate issued by AMC, copies of Sale Deed in the name of **VENDOR**, its Index No. 2, and Village 7-12 Forms, N.A. Order/Permission, Building Use Permission and all relevant title documents etc. to the **PURCHASERS** herein. The **PURCHASERS** have also verified the documents filed/uploaded by the **VENDOR** with the Real Estate Regulatory Authority. The **PURCHASERS** have carefully inspected and studied the same, got them scrutinized and examined by their lawyers, and are fully satisfied about them. That the **PURCHASERS** are fully satisfied about the right, title and interest of the **VENDOR** and its predecessors-in-title with respect to the said Project **Land** on which the said **Project** is constructed as well as development permissions and B.U. Permission granted by the competent authority. The **PURCHASERS** confirms that no further investigation is required in this regards and will never raise any objection in future.
- (k) The **VENDOR** and **PURCHASERS** had negotiated for the sale of **Unit** being Apartment/Unit bearing **No.** _____ situated on the _____ **Floor** of **Block-**____, admeasuring about _____ **Sq. mtrs carpet area (i.e.** Built-up area admeasuring about _____ **sq.mtrs** as per approved plans) in “**ARISTO ANANDAM**” project, belonging to the **VENDOR** and more particularly described in the Schedule-II written hereunder (hereinafter referred to as “the said Property” or “said Unit”) for the Purchase Consideration of **Rs. _____/- (Rupees _____ only)** (hereinafter referred to as the said “Purchase Consideration”). The detail of the carpet area (As per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the **PURCHASER**) to the said Property are described in the schedule written hereunder.

The PURCHASERS are satisfied with the same and has no disputes in this regards. It is further clarified that the area of architectural projections is not included in the above area table. The PURCHASERS have checked and are completely satisfied with regards to the measurement of aforesaid carpet area and other appurtenant areas of the said Property and have no objections in this regard and shall not raise any dispute in future.

- (l) The **Vendor** has formed a Service Society named _____ Co operative **Housing Service Society Limited** which is registered at Serial No. _____ dated _____ for proper management and maintenance of all common facilities of said Project (hereinafter referred to as said Management body). As per the provisions of the said Act, the undivided proportionate title in the common areas of the said Project shall be transferred to the **Management Body** formed for the management and maintenance of common facilities of said **Project**.
- (m) The said Purchase Consideration is calculated on the basis of the Carpet Area of the said Property and includes proportionate price of the common areas and facilities of the said Project. The nature, extent and description of the common areas and facilities of said Project are more particularly described in the Schedule-III hereunder written.
- (n) That the said Purchase Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time or on account of any additional fixture/facility (other than standard fixtures provided by the Vendor) demanded by the Purchaser in the said Property. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser.

- (o) THAT the **PURCHASERS** have paid the above stated price to the **VENDOR** in the manner as stated hereunder:-

Details of consideration amount paid by PURCHASER to VENDOR

Rs._____/ - (Rupees _____ only) paid by
Cheque No.____ dated _____ drawn on _____
Bank, _____ Branch

Rs._____/ - (Rupees _____ only) paid by
Cheque No.____ dated _____ drawn on _____
Bank, _____ Branch

Rs._____/ - (Rupees _____ only)

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- I. **NOW THIS INDENTURE WITNESSETH THAT** in consideration of the payment of the said Purchase Consideration of **Rs._____/ - (Rupees _____ only)** paid as mentioned above by **PURCHASERS** to the **VENDOR** being the full consideration payable by the **PURCHASERS** for the said **Property** more particularly described in the **Schedule-II** hereunder written; the payment and receipt whereof the **VENDOR** doth hereby admits and acknowledges and of and from the same and every part thereof for ever acquit, release and discharge the **PURCHASERS**, the **VENDOR** doth hereby convey, grant, transfer and assure unto the **PURCHASER ALL THAT** said **Property** (more particularly described in the **Schedule-II** hereunder written) **TOGETHER WITH** the right to use common areas and facilities of the **Project** (more particularly described in **SCHEDULE-III** hereunder written) appurtenant to the said **Property** proportionately with other owners of various units in the **Project** **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the **Vendor** into out of or upon the said **Property** or any part thereof **TO HAVE AND TO HOLD** the said **Property** hereby, granted, conveyed and assured or intended or expressed so to be with

their and every of their rights, title, interest, easement and appurtenances **UNTO AND TO THE USE AND BENEFIT** of the **PURCHASERS** for ever as full owners as members of the **Management Body** and subject to the rules, regulations and resolutions of the said **Management Body** and also subject to the terms and conditions stated in this Deed and in other agreements/deeds made in respect of this property.

- II. The **PURCHASER** is aware that the other units situated in the Project shall be transferred in future and agreements and Sale deeds/Conveyance deed will be made in favor of such other buyers and hence, all the owners shall have undivided interest in the common facilities, areas and amenities and shall be entitled to use and enjoy them jointly.
- III. The **Purchaser** is aware and hereby agrees that he/she/it/they shall also be liable to pay his/her/their share of stamp duty and registration fees payable for transfer of Project Land and/or title in common areas (as defined under the Act) in the Project in favour of the Service Society. If the **Purchaser** fails to pay such amount, then it shall be deducted proportionately from the amount of Monthly Maintenance/Maintenance Deposit paid/payable by the **Purchasers** to the Management Body.
- IV. That quiet, vacant and peaceful possession of the said **Property** described in **Schedule-II** is delivered by the **VENDOR** herein to the **PURCHASER** today and the **PURCHASER** acknowledges delivery of the said **Property** by the **PURCHASER** in good and proper condition. The **PURCHASER** has verified and is satisfied with the quality of construction, specifications, fixtures, fittings, project amenities and facilities, etc. and they shall not raise any objections/claims in this respect in future. The **PURCHASER** has also verified the physical condition of the said Property and is satisfied with the same and assured with the Vendor that said property will be used only after obtaining B.U. Permission for the same following conditions of it. That the **PURCHASER** has completely satisfied with regards to the calculation of measurement of carpet area and super built-up area of said Property and has no objection/s in this regard and shall not raise any dispute in future.
- V. AND the **VENDOR** doth hereby for itself, its successors and assigns **COVENANT** with the **PURCHASER** 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** in the manner aforesaid and subject to the terms and conditions stated in this deed and also subject to rules, regulations and resolutions of the **Management Body**.

- VI. AND that the **PURCHASER**, after obtaining possession of said **Property** from the **VENDOR** in writing shall and may at all time hereafter peacefully and quietly enter upon, occupy, possess and enjoy the said **Property** and receive the rents and profits thereof and of every part there to and for his/its use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by 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.
- VII. AND full and free right liberty and license for the **PURCHASER**, 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.
- VIII. THE **VENDOR** covenants with **PURCHASER** that the said **Property** and **Project Land** and **Construction** and/or any part thereof is/are not under any acquisition, requisition or reservation for any purpose whatsoever and that no one else has any right of maintenance or otherwise from and over the said **Property** and that said **Property** is free from any encumbrances, mortgages, lien or charge of any nature whatsoever and that the **VENDOR** has not taken any loan or financial assistance of any nature from anyone by creating charge

over the said **Property** or its title deeds on the said Project Land. Therefore the said Property is free from any mortgage or charge.

- IX. Within a period of five years from the date of B.U. permission/handing over possession of the said Unit to the PURCHASER, the PURCHASER if brings to the notice of VENDOR any structural defect in the Property or the building in which the Property is situated or any defects on account of the workmanship, quality or provision of service by the VENDOR, then, it is the duty of the VENDOR that wherever possible such defects shall be rectified by the VENDOR at his own cost and in case it is not possible to rectify such defects, then the PURCHASER shall be entitled to receive from VENDOR, compensation equal to cost to cure / rectify such defect. Provided that the VENDOR shall not be liable to rectify any defect or for payment of any compensation in the following events:
- a. If the cause of any such defect is not attributable to the **VENDOR** or are beyond the control of the **VENDOR**; or
 - b. In case of natural wear-and tear and damage resulting from rough handling, improper use or unauthorized modification; or
 - c. **VENDOR** shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier; or
 - d. In case where guarantees and warranties are provided by the product suppliers or service vendors, the same shall be extended to the **PURCHASER** and to honour such warranties and guarantees shall be at the sole discretion of the party providing the same. Further where the manufacturer guarantee/warranty as provided by the party ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the **PURCHASER/ Management Body**, the **VENDOR** shall not be responsible for any defects occurring due to the same.; or
 - e. The **Management Body** or the individual Purchaser shall adhere to maintenance schedule as prescribed by the manufacturer/ **VENDOR**.

- f. If the **PURCHASER** has defaulted in any of its representations or warranties as mentioned in this Sale deed.
 - g. The **PURCHASER** shall not carry out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the **VENDOR** then the defect liability automatically shall become void.
 - h. That the Purchaser has been made aware and he expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which shall not be deemed to be structural/workmanship defects. It is expressly agreed that within FIVE years of possession any liability of defect is claimed by or on behalf of the Purchaser before the Promoter herein. However if the Purchaser shall have any query in this regard, he/she/they shall inform the Promoter in this regard and thereafter the Promoter shall get perfect details/reasons of the query through its expert / surveyor / architect / engineer and in accordance to the report thereof, the Promoter will solve the claim of query if raised due to any structural defect, although the Promoter will not be responsible for any defect whatever occurred caused an illegal use or overload usage by the Purchaser.
- X. After obtaining B.U. Permission for said Project/Selling all units of Project, the Vendor cannot use and/or claim rights of FSI, Additional FSI, Common Area and/or Common Terrace of the said Project as well as Project Land.
- XI. That the **VENDOR** has paid and shall pay all kinds of Panchayat taxes, AMC/AUDA Cesses, Betterment charges and Revenue Taxes etc in respect of the said **Property** up to the date of receipt of B.U. Permission. Irrespective

of the date of booking or sale deed execution, the **PURCHASER** shall be liable to pay such AMC/AUDA taxes, property taxes, cessess, charges, torrent AEC Charges etc for the period post B.U. Permission date. The **PURCHASER** shall also be liable to pay betterment charges, water charges, drainage charges, gas connection charges, internet connection charges or any other connection charges in respect of the said Property.

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

XIII. That the terms and conditions of all other deeds/documents like agreement for sale, application form, etc shall also be binding upon the **PURCHASER** 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** irrevocably agrees that he/she/they has/have purchased the said **Property** on the following terms and conditions and they covenant with the **VENDOR** as stated hereunder:-

(1) That the **Vendor** has formed Management Body for management and maintenance of common facilities and amenities of the said **Project** and **Purchaser** shall from time to time sign and execute the application and other papers and documents necessary for the membership of the **Management Body**. The **Purchaser** shall become member of the said **Management Body**

by purchasing necessary shares. The **Purchaser** also agrees to abide by the rules, regulations and resolutions of the **Management Body** which is formed for the management of the said **Project** and assures that they shall not commit any breach of the same.

- (2) The **PURCHASER** shall observe and perform all the rules and regulations which the **Management Body** may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the **Property** therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The **PURCHASER** shall also observe and perform all the stipulations and conditions laid down by **Management Body** regarding the occupancy and use of the said **Property** in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings.
- (3) It is hereby agreed by the **PURCHASERS** that as owners of said **Property** in pursuance of this deed it shall deposit with the **Management Body** necessary maintenance Deposit as decided by the **Management Body / VENDOR** from time to time. The **PURCHASER** agrees that subsequently it shall also pay such amount as may be decided by the said **Management Body / VENDOR** for running or routine maintenance charges. Such charges may be collected by the **Management Body / VENDOR** in advance for a period of **12** months and the same shall be paid by the **PURCHASER** without any dispute. It is hereby agreed by the **PURCHASER** that the common monthly running maintenance charges shall be paid effectively from the date of receipt of Building Use Permission, irrespective of the time of booking of the said **Property**. The **PURCHASER** shall bear and pay any applicable service tax or GST on such maintenance charges or deposit payments. Maintenance deposit & running maintenance amount shall be utilized by the said **Management Body / VENDOR** towards common expenses, maintenance and other expenses incurred for the management and maintenance of common amenities and services of the Project. The

Management Body shall also be entitled to use/spend the corpus of the said maintenance deposit fund in case of necessity. The **PURCHASER** shall also be required to pay additional amount in future as corpus fund or otherwise if the **Management Body** so decides to meet with such expenses. In case if the **PURCHASER** fails or refuses to make the necessary payments to the said **Management Body**, the said **Management Body** shall be entitled to cut off the common services agreed to be given to the **PURCHASER** and thereafter the **PURCHASER** shall not be entitled to demand such services from the said **Management Body** and the **PURCHASER** shall also be bound to pay interest at the rate as prescribed by said **Management Body** per month in case of default or delay. The **PURCHASER** shall not be entitled to use and demand any services and facilities from the **Management Body** if they have committed default in payment of maintenance charges.

- (4) The **PURCHASER** shall not use the said **Property** or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the **Project** or to the owners or occupiers of the neighboring properties nor for any immoral or illegal purposes. The **PURCHASER** agrees not to obstruct the common areas or passages of the Project or the ground floor margins of the said project or the side margins of the said project by erecting any kind of temporary or permanent structure or placing any kind of furniture or fixtures like cabinets, table, chairs or other such loose materials.
- (5) That the **PURCHASER** shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from its **Property** in the common passages, balconies, compound or any portion of the said Project. That the **PURCHASER** shall maintain the esthetics of the Project. The **PURCHASER** shall carry out their work relating to installation of furniture and fit outs, maintenance and operations in a professional manner with the least inconvenience to the other occupiers of the project and without causing any damage to the common areas of the building. The **PURCHASER** shall not store in the Property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure

of the building in which the unit is situated or storing of which is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Property is situated, including entrances of the building in which the Property is situated and in case any damage is caused to the said building or the Property on account of negligence or default of the **PURCHASER** in this behalf, the **PURCHASER** shall be liable for the consequences of the breach. The **PURCHASER** shall abide by the rules and regulations as may be formed for the entire Project with regards to carrying out the interior work inside the said property and shall also pay any deposit or charges as may be levied in this regards. If the **PURCHASER** or its employees, agents, visitors, etc. are found throwing dirt, rubbish, garbage, pan-masala, etc. in any part of the Scheme then the **PURCHASER** shall be liable to clear such dirt, rubbish, etc at its cost and in addition the **VENDOR/Management Body** shall also be entitled to impose fine on the **PURCHASER** or its employees, servants, visitors, etc.

- (6) The **PURCHASER** of Apartment/s in the said Project shall not use such Apartment/s for any type of non-residential/commercial purposes and the **PURCHASER** of Commercial unit/s in the said Project shall not use such Commercial unit/s for Residential purposes. The **VENDOR/ Management Body** shall also be entitled to immediately stop the use even if such use has begun. The **PURCHASER** hereby agrees that owners/purchasers/occupiers of Commercial units shall not be entitled to claim any right in the Residential part/portion of the said Project and the owner/occupier of commercial units and their employees/agents/visitors shall not enter the residential part of the said Project.
- (7) That the **PURCHASERS** of Apartments/Flats in the **Project** shall not use the Apartment/Flat as consulting room of medical professional, doctor's clinic, classes, maternity home, professional office and for any other purpose which may be objectionable to the said **VENDOR/Management Body** and other occupiers in the said Scheme.

- (8) The **PURCHASER** shall maintain at its own costs the **Property** purchased by the **PURCHASER** in the same good condition, state and order in which it will be delivered to the **PURCHASER** and shall abide by all bye laws, rules and regulations of the government, the Ahmedabad Municipal Corporation and relevant Electricity Board and any other authorities, local bodies, and the **Management Body** and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Sale Deed.
- (9) The **PURCHASER** or his/her/their employees, agents, etc shall not demolish or do any additions / alterations / modifications of any nature in the said Property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said Property or the neighbouring premises or the Building and shall keep the portion, sewers, drains and pipes in the said **Property** and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said **Property** is situated. No modifications or changes shall be allowed in the elevation / façade of the project building or the colour scheme for all times to come. The **PURCHASER** shall not carry out any alterations in the structure for all times to come and shall not even seek for such permission from the Management Body. The **PURCHASER** may carry out internal civil work (non-structural) with prior written consent of **VENDOR/ Management Body** and after obtaining prior written opinion of Structural Engineer of repute and also after obtaining prior permission of Ahmedabad Municipal Corporation and /or any other authorities however the **PURCHASER** shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Property. The **PURCHASER** is hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat under Gujarat Town Planning and Urban Development Act, 1976, it shall be the responsibility of the Owners/**PURCHASER** of a building to ensure that the building is kept in good repair, such that its structure stability is not compromised in any manner. It will be the responsibility of the owners

/ **PURCHASER** of the said project to obtain a Periodic Inspection and Maintenance Certificate from a Structural Engineer. The **PURCHASER** hereby confirms to abide with the statutory requirements in this regards.

- (10) The **PURCHASER** 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 Block/Unit. The **PURCHASER** shall install the air conditioners / coolers at designated places only and in a manner in which the aesthetics of the Project are not compromised.
- (11) That the **PURCHASER** can put his/her/their Name Plate only his/her/their unit's main door or adjacent wall area of the said unit only AND except that he/she/they shall not put the Name Plates in common area, common place or common walls of the said project. The **PURCHASER** shall be allowed to put its Name Plates/Board/Hoarding on the entrance wall / door of his/her/their Unit and shall also follow the instructions of the **VENDOR/Management Body** regarding dimension and size of the Name Plates/ Board/ Hoarding.
- (12) THAT the **PURCHASER** shall keep insured its **Property** against loss or damage by fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc in the full value and the **PURCHASER** 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 **Property** being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the **Property**.
- (13) That as per the rules of the local authority and norms of the Fire Department, a Fire Fighting System has been installed in the Project Building. That the **PURCHASER** hereby confirm that the responsibility for the maintenance, repair and proper up – keep of the said system shall be that of the members residing in the Project and any loss, damage, injury, accident, death caused

by a fire break out or due to functioning/ non functioning of the fire fighting system shall be the sole responsibility of the **PURCHASER** and no demand/ action/ claims whatsoever in respect of the same shall be made against the **VENDOR** or the **Management Body**. The **PURCHASER** is hereby made aware that as per general development control regulations (GDCR) notified by Hon. Government of Gujarat under Gujarat Town Planning and Urban Development Act, 1976, it shall be the absolute responsibility of the Owners/ **PURCHASER** of a building to ensure that the fire prevention and safety provisions in a building are kept in good working conditions at all times. It will be the responsibility of the owners / **PURCHASERS** of the project to obtain a Periodic Inspection and Maintenance Certificate from the Fire Protection Consultant. Also it shall be the responsibility of the Owners / **PURCHASERS** to take renewals of Fire System licenses at their own cost from the competent authority. The **PURCHASER** hereby confirms to abide with the statutory requirements in this regards.

- (14) The **PURCHASER** is aware that the other units situated in the Project shall be transferred to other purchasers in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other purchasers. The Purchaser is made aware that the Apartment/Flats bearing Nos. _____ in Block-__ and Flat No. _____ in Block-__ shall have EXCLUSIVE TERRACE RIGHTS with respect to terraces located above/adjoining to their respective Flats. The **PURCHASER** is also aware that all other owners shall also be entitled to use and enjoy the common facilities with other members of said scheme and they also shall have undivided interest therein. It is agreed that the Purchaser will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of Management Body.

- (15) The **VENDOR** shall have rights to undertake & carry out all advertisements, publicity and communications through its advertising agency for publicity/ advertisement of said Project. That the **VENDOR** shall not be entitled to use any/all portion of the outer Wall i.e. outer Surface of premises or of entire

building or on terraces for placing/affixing/printing any advertisement/ signs/ decorative neon lights etc after selling out all units of the project.

(16) That the **PURCHASER** 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 hours notice (except in case of emergency) to enter in to and upon his/her/their property and any part thereof for the purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structures and other conveniences belonging thereto or services used in the said building and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water to the Property or any other property in the building in respect whereof the occupiers of such other Property as the case may be shall have committed default in paying its share of maintenance charges, Common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the **Management Body**.

(17) The **PURCHASER** is aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in **Units** as well as from the neighboring and upper **Units**. Leaked water/moisture may appear on the walls of said **Unit** and that may deteriorate the paint and plaster on the walls. **PURCHASER** is also aware that the water being a substance in liquid state is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction and cannot be construed to be defects as mentioned in this deed. **PURCHASER** agrees that the **VENDOR** shall not be liable for any damage in the **Unit** due to leakage of water and its various other after effects. However, the **PURCHASER** hereby undertakes to get repaired the toilets and wet areas at its own cost/expense in case the occupiers of lower **Units** below the said property complains of any water leakage in their roof.

(18) The Lift facility in this building shall be used as per rules of **Management Body** which is formed for the management of said building. It is to be economically used. The **PURCHASER** as well as their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The lift is of a standard quality and necessary permissions are taken for its usage. But it is a machine and is not manufactured by the **VENDOR**. Therefore during the use of the lift and even as a result of any negligence or otherwise, if anyone is injured or any damage occurs then the **VENDOR** shall not become responsible for it and the **PURCHASER** or their employees, heirs etc shall not demand/shall not be entitled to demand such damages/compensation from **VENDOR** and **PURCHASER** hereby gives assurance and consent in it. The **PURCHASER** is hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat under Gujarat Town Planning and Urban Development Act, 1976, it shall be the responsibility of the Owners/**PURCHASER** of a building to ensure that the lifts are kept in good repair, such that its use is safe. It will be the responsibility of the owners / **PURCHASER** of the project to follow the Maintenance Protocol as mentioned in the said regulations. Also it shall be the responsibility of the Owners / **PURCHASERS** to take renewals of Lift licenses at their own cost from the competent authority. The **PURCHASER** confirms to abide with the statutory requirement in this regards.

(19) The **PURCHASER** and his/her/their family members, staff, visitors, etc. shall not spoil or damage any part of the common property or amenity. The **VENDOR/Management Body** shall be entitled to impose fine on any person spoiling or damaging the common property or rendering it unfit for public use and also recover the cost of repairs from the **PURCHASER**.

(20) The **VENDOR** has provided vehicle parking spaces in the Project as per the provisions of the prevalent General Development Control Regulations. The **PURCHASER** hereby aware and unequivocally agree, consent and confirm that the **PURCHASER** and his/her/their family members shall park their vehicles only in their allotted/designated parking area and they shall not be entitled to park in visitor parking area or allotted parking area of any other

member of the Project. All parking areas in the Project (in hollow plinth, margins or basement) are on allotment basis and allotment rights are solely with the **Management Body** which shall be regulated by the **Management Body** in consultation with the **VENDOR**. The Purchasers hereby agree to abide by the parking allotment arrangements made by the **Management Body / VENDOR** and not to raise any dispute with regards to the same in the future. The **PURCHASER** hereby declares that they have not paid any amount to the **VENDOR** towards allotment of parking slots. The **VENDOR/ Management Body** shall be entitled to take strict action against the **PURCHASER**, including imposition of fine, if they don't follow the parking rules. The **PURCHASER** is further aware that for purpose of better safety and security of premises and convenience to owners/end users, the entry/ movement of heavy vehicles shall not be permitted inside the said Project.

- (21) The **PURCHASER** hereby acknowledges that even after the **Management Body** has been formed with respect to the said Project, the **VENDOR** shall be entitled to sell or in any other manner transfer the un-sold units(s) in the said **Project** to any prospective Purchaser on such terms and conditions as it may deem fit and such purchaser/transferee of un-sold apartments shall be entitled to become member of the **Management Body** and use all common areas and facilities in the **Project** at par with other unit purchasers/occupiers.
- (22) That if the **PURCHASER** founds to have committed breach of any of the conditions herein then the **VENDOR** and/or **Management Body** shall be entitled to solve the same under provisions of the RERA Act as well as applicable terms and conditions of this Sale Deed and/or agreement for sale.
- (23) After obtaining previous written permission of the **Management Body /VENDOR** the **PURCHASER** shall be entitled to transfer/sell, convey, rent, mortgage, charge or in any way encumber or deal with or dispose of said **Property** or to assign, underlet or part with its interest under or benefit of this sale or any part thereof in the said **Property** and such approval shall not be normally denied unless the **PURCHASERS/occupiers** have committed breach or default in compliance of the terms and conditions of this sale deed

or any other agreements entered into with of the **Management Body** or its rules, resolution etc as the case may be and if the activities of the transferor or transferee are not suitable to the Building/ **Management Body**. The **PURCHASERS** shall take prior written permission from the **VENDOR/Management Body** before giving the said Property or any part thereof on Rent, Lease or Leave and License basis and it shall be the responsibility of the **PURCHASER** to inform the concerned Police Station about the renting of the Property as per prevailing laws.

- (24) That the **PURCHASER** and the persons to whom said **Property** shall be subsequently transferred, assigned or given possession of with the permission of the **Management Body** of the said **Project** shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the said **Management Body** may require for safeguarding the interest of the said **Property** and its occupiers.
- (25) That the **PURCHASER** and persons to whom said **Property** shall be subsequently transferred, assigned, leased or given possession of shall observe, obey and perform the rules, regulations and resolutions, which may have been made by **Management Body** for the protection, maintenance, use and transfer of the said **Property** and other space and premises therein and/or in the compound. They will also abide by the building rules, regulations and bye-laws for the time being of the Ahmedabad Municipal Corporation and other authorities of the government.
- (26) That if the **PURCHASER** or his/her/their family members, guests or any person claiming under the **PURCHASER** has damaged or caused to have damaged any of the common properties/amenities/facilities of the said project or the **PURCHASER** founds to have committed breach of any of the conditions without prejudice to the right of expulsion of the **PURCHASER** from the occupation and membership of the said **Management Body** and forfeiture of its price and share, the said **VENDOR/Management Body** shall have absolute right to compel the **PURCHASER** to rectify the damages at its own cost and in default, shall have a right to cause it to be done through its

agents and employees at the cost of **PURCHASER** and transfer it in any manner they like for making good the losses, expenses etc suffered by **Management Body**.

(27) All the terms, conditions, stipulations and provisions of this sale deed have been agreed and understood by the **PURCHASER** and the same shall be binding upon the heirs, assigns, transferee of the **PURCHASER** and all other subsequent transferees and future owners and occupiers or tenants of the said Property.

(28) The said Scheme shall always be known as “**ARISTO ANANDAM**”. This name shall not be normally changed under any circumstances by the **PURCHASERS** and other **Unit** holders.

(29) **SEVERABILITY**

If any provision of this Sale Deed 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 Sale deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Sale Deed 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 Sale Deed shall remain valid and enforceable as applicable at the time of execution of this Sale Deed.

(30) **DISPUTE RESOLUTION**

If any dispute arises in relation to or in connection with this Sale deed including in respect of the validity, interpretation, implementation or alleged material breach of this Agreement/Sale deed by one party hereto shall be resolved as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

(31) The said **Property** 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.

(32) THAT the expenses for Stamp Duty, Additional Stamp Duty, (if any) Registration fees, miscellaneous expenses, Lawyer's fees etc in respect of this sale deed shall be borne by the **PURCHASER** alone.

(33) The **PURCHASER** 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 schedule above referred to are mentioned hereunder:-

SCHEDULE- I

(Description of Land of Entire Project)

All those pieces or parcel of the **Multi Purpose Non-Agricultural land** bearing Revenue Survey No. 86, total admeasuring 17503 sq.mtrs. covered in Town Planning Scheme No. 64 (Tragad) and allotted **Final Plot No. 33/1+33/2**, total admeasuring 10502 sq.mtrs. **Paiki West side 5410 sq.mtrs.** (9017 sq.mtrs. land area as per survey number), situated, lying and being at **Moje Tragad**, Taluka Ghatlodia in the Registration District Ahmedabad and Sub District Ahmedabad-8 (Sola). The said Project Land is bounded as follows:-

On or towards East :

On or towards West :

On or towards North :

On or towards South :

SCHEDULE-II

(Description of said Property hereby sold)

All that **Residential/Commercial Unit** bearing **Residential/Commercial Unit** bearing No. ____ situated on the ____ Floor of **Block-__** of the project known as "**ARISTO ANANDAM**" situated at Near Malabar County-III, Opp. Adani

Pratham, Behind Nirma University, Tragad, Ahmedabad TOGETHER WITH proportionate undivided impartible right of land, admeasuring about ____ sq.mtrs. in the project land ALONG WITH rights and responsibilities in common with other occupiers in or upon common amenities and facilities provided in the said Project. Details of the carpet area (As per the said Act) of the said Unit and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Unit are as follows:

Unit Number	Carpet Area (sq.mtrs.)	Balcony Area (sq.mtrs.)	Wash Area (sq.mtrs.)	Built-up Area (sq.mtrs.) (as per plan)	Undivided Land Area (sq.mtrs.)

The said Unit is bounded as under:

On the East by :
On the West by :
On the North by :
On the South by :

SCHEDULE-III

(Description of common areas and facilities in the Project)

1. Basement Parking facility
2. Elevators
3. Entrance foyer of each block
4. C.C.T.V. Monitoring in common areas
5. D.G. Set

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder.

FIRST PARTY/VENDOR

Aristo Residency LLP,
A Limited Liability Firm through its

Authorized Partner/Signatory,
Purav H Patel

WITNESSES:-

[1] _____

[2] _____

SCHEDULE AS PER SECTION-32A OF THE REGISTRATION ACT

<u>THE VENDOR:-</u>	Photograph	Left Thumb
ARISTO RESIDENCY LLP, A Limited Liability firm through its Authorised Partner/Signatory,		

_____	_____	_____
Purav H Patel		

<u>THE PURCHASER:-</u>	Photograph	Left Thumb
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_____	_____	_____
(1) Name:		

_____	_____	_____
(2) Name:		

Photograph of the Property

Postal Address of the Property: Unit No.____, “Aristo Anandam” B/h. Nirma
University, Tragad, Ahmedabad.

First Party/Vendor

Second Party/Purchaser

Photograph of the Property

Postal Address of the Property: Unit No.____, “Aristo Anandam” B/h. Nirma
University, Tragad, Ahmedabad.

First Party/Vendor

Second Party/Purchaser