

SALE DEED	-- 2020
Between:- M/s. Aarvi Developers And Mr.	Flat No. Block No. , Himshila Residency, Mouje:-Singarava, Ta:-Daskroi, Dist:-Ahmedabad.
<u>Author: -</u> Narendra Padsala, Advocate, Rahul Gaudani, Advocate, S.D.Mishra, Advocate & Notary, M.9879000556 M.9099965738 M.8141437067	

<u>Earth Associates.</u> Office: 214, Silver Square, Nr. Dipak School, Nikol, Ahmedabad. Court: Advocate Room, City Civil & Sessions Court, Bhadra, Ahmedabad.

SALE DEED

FIRST PARTY:-

THE VENDOR:-

M/s. Aarvi Developers, (PAN:-ABMFA5723H), a partnership firm formed under the Indian Partnership Act, 1956, representing through its managing partner Mr. _____, having its registered office at 12, Itihas Residency, Nr. Rajhan Cinema, Opp. Pushkar Residency, Nikol, 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 said “**VENDOR**”, and its partners, executors, administrators, successors, legal representatives and assigns) of the First Part.

SECOND PARTY:-
THE PURCHASERS:-

[1] _____ [PAN:-_____],
 [2] _____, [PAN:-_____] Aged about adult,
 Religion:-Hindu, Occupation:-Business/Service/Housewife, Having Address
 at:- _____ Ahmedabad, (Hereinafter in this Sale Deed referred to as the
 “SECOND PARTY” or “the PURCHASERS”, which expression shall unless
 it be repugnant to the context or meaning thereof be deemed to mean and
 include the said PURCHASERS, their heirs, executors, administrators,
 agents, successors, legal 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 the absolute owner of and is sufficiently entitled to the piece or parcel of the Non-agriculture land bearing Final Plot No.78/2 admeasuring 2906 sq. mts. of Town Planning Scheme no.131 (Kathwada-Singarava-Bhuvaladi) allotted in lieu of land bearing Revenue Block No.531/1 (corresponding Old Survey No.207/2) admeasuring 4844 sq. mts., situate lying and being at Mouje-Singarava, Tal:-Daskroi, Dis:-Ahmedabad in the Registration Sub-District Ahmedabad-12(Nikol) hereinafter referred to as the said “Project Land/Land” in this Sale Deed and is more particularly described in the **SCHEDULE-I** hereunder written.
- B. That the VENDOR herein had purchased the said Project Land from its previous owners by way of registered saledeed dated 22/10/2018 registered before the Sub Registrar office at Ahmedabad-12(Nikol) under serial no.19519 on 22/10/2018. Upon such sale deed, the VENDOR herein has been put in quiet, vacant and peaceful possession of the said Project Land.
- C. That the Non Agricultural Use Permission for residential cum commercial for the said Project Land has been granted by the District Collector, Ahmedabad vide his order dated 27/08/2018 bearing no.CB/CTS-1/N.A./ S.R.408/2017.
- D. AND WHEREAS the VENDOR has submitted the building plans to the Ahmedabad Urban Development Authority, which have been sanctioned and approved by the Ahmedabad Urban Development Authority and issued Development permission (Rajachitthi) as under:

Rajachitthi No. Date	Block	No. of Flats	No. of Shop/ Offices
PRM/187/12/2018/57 Date: 28/01/2019	A+B	85	32

- E. That as per the said approved plan the VENDOR has developed a Residential cum Commercial Project namely **"HIMSHILA RESIDENCY"** (Previously known as Himalaya Residency) comprising 2 building Blocks namely A+B, comprising of Cellar together with Ground Floor for parking and seven upper floors, consisting of 32 commercial shops on Ground Floor and First Floor and 85 residential flats/apartment on First to Seventh Floor (hereinafter referred to as said **"Project"**) on the said Project Land."
- F. The Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said "Act") and the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 (hereinafter referred to as the said "Rules") with the Real Estate Regulatory Authority at [REDACTED] (hereinafter referred to as the said "Authority") and the said Authority has issued a Registration Certificate of Project dated [REDACTED] bearing reference no. [REDACTED].
- G. 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 number [REDACTED] dated [REDACTED] has been received from the concerned authority.

OR

In the event where the Building use permission (BU) with respect to the said Property is not received and the quiet, vacant and peaceful possession of the said property described in Schedule-II is delivered by the VENDOR herein to the PURCHASERS today and the PURCHASER acknowledges the delivery of the said Apartment by the VENDOR in good and proper condition. It shall be put to use after obtaining B.U. Permission.

- H. The Vendor has given copy of the approved plans, Commencement Certificate issued by AMC, copies of Sale Deed in favour of Vendor, its Index-II, and Village Form no. 7-12 and 6, NA Permissions, 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 BU permission granted by competent authority. The Purchasers confirms that no further investigation is required in this regards and will never raise any objection in future.
- I. The VENDOR and PURCHASERS had negotiated for the sale of Apartment/Shop/Flat No. [REDACTED] situated on the [REDACTED] Floor of Block No [REDACTED], admeasuring about [REDACTED] Sq. Mts of carpet area in **"HIMSHILA RESIDENCY"**

project, belonging to the VENDOR and more particularly described in the SCHEDULE-II written hereunder (hereinafter referred to as “the said Property” or “said Apartment”) 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.

Apartment/Shop/Flat No.	Carpet Area Sq mts.	Balcony Area Sq mts.	Wash Area Sq mts.

- J. AND WHEREAS the Promoter and the Purchaser have mutually agreed and accepted certain terms, conditions, covenants and payments of the amount stated in the Agreement to sell duly executed on _____ day of _____, 20____ on the terms, conditions and consideration as recorded therein (hereinafter referred to as “*the said Agreement*”)
- K. The **Vendor** shall form a Service Society/Company for management and maintenance of common facilities of said Project. 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**.
- L. 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.
- M. THAT the **Purchasers** have paid the above stated price to the **Vendor** in the manner as stated hereunder:-

Amount paid to Vendor by Purchasers

Amount in Rs.	Cheque No.	Date	Bank Details
Rs.00,000/-	Total		

- N. 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 the 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 in to 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.

- O. The Purchasers is aware that, the entire land on which the said project is constructed will be eventually held by the Management Body. 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.
- P. The Purchasers hereby agree that he/she/it/they shall also be liable to pay to the Vendor, the Purchaser's 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 Management Body. If the Purchasers fail to pay such amount, then the Vendor shall be entitled to deduct the proportionate amount from the Monthly Maintenance/Maintenance Deposit paid by the Purchasers to the Management Body.
- Q. That quiet, vacant and peaceful possession of the said Property described in SCHEDULE-II is delivered by the Vendor herein to the Purchasers today and the PURCHASER acknowledges the delivery of the said Property by the PURCHASER in good and proper condition. The Purchasers have verified and are 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. The Purchasers have completely satisfied itself with regards to the measurement of carpet area of the said Property and has no objections in this regard and shall not raise any dispute in future.

- R. AND the Vendor doth hereby for itself, its successors and assigns COVENANT with the Purchasers 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 Purchasers 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.
- S. AND that the Purchasers, 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.
- T. AND full and free right liberty and license for the Purchasers, 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.
- U. THE Vendor covenants with the Purchasers that the said Property/Entire Project Land 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 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.
- V. The Vendor hereby covenants to the Purchasers that, If within a period of five years from date of Building Use Permission, the Purchaser brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment is located or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects,

then the Purchaser shall be entitled to receive from the 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 cases:

- 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 third parties, the same shall be extended to the Purchaser and to honour such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/building/phase/wing, and if the annual maintenance contracts or applicable licenses 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. If the Purchaser has defaulted in any of its representations or warranties as mentioned in clause 7 of this agreement.
- f. The Management Body or the individual Purchaser shall adhere to maintenance schedule as prescribed by the manufacturer/Vendor.
- g. The Purchaser is hereby informed not to use acid for cleaning bath, toilet, wc, kitchen, balcony etc. because usage of acid causes the joints to open/widen resulting in seepage/leakage. In future if there is any leakage/seepage of water/gutter-line due to usage of acid then the Purchaser/Management Body shall be responsible for carrying out such repair work in its Apartment or in the Apartment located on upper/lower floor at their own cost and expense.
- h. The Purchaser shall not carry out any alterations of any nature in the said Apartment 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.
- i. 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.

- j. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.
- W. That the Vendor has paid and shall pay all kinds of Panchayat taxes, Cesses, Betterment charges and Revenue Taxes etc in respect of the said Property up to the date of receipt of BU permission. Irrespective of the date of booking or sale deed execution, the Purchasers shall be liable to proportionately pay such taxes, property taxes, cesses, charges, etc for the period post BU permission date. The Purchasers shall also be liable to proportionately pay water charges, drainage charges, gas connection charges, internet connection charges or any other connection charges in respect of the said Property.
- X. The Purchasers hereby undertakes and declare 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 Purchasers to abide by the terms and conditions of any such permission. On account of breach of any law or rules by the Purchasers, if any fine or penalty or punishment is imposed by any government authority then the same shall be the liability of the Purchasers alone and the Purchasers hereby completely indemnify the Vendor in this regards for all times to come.
- Y. The terms and conditions of all other deeds like agreement for sale, application form, etc shall also be binding upon the Purchasers and their transferees.

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

The Purchasers irrevocably agree that they have purchased the said Property on the following terms and conditions and they covenant with the Vendor as stated hereunder:-

1. The Vendor shall form Management Body for management and maintenance of common facilities and amenities of said Project and Purchasers shall from time to time sign and execute the application and other papers and documents necessary for the membership of the Management Body. The Purchasers shall co-operate and assist the Vendor for formation of the Management Body and shall become member of the said Management Body by purchasing necessary shares. The Purchasers 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 Purchasers hereby agree that he/she/it/they shall also be liable to pay to the Vendor, the PURCHASER'S share of stamp duty and registration fees payable for transfer of title in common areas of the Project in favour of the Management Body. If the Purchasers fail to pay such amount, then the Vendor shall be entitled to deduct the proportionate amount from the Maintenance Deposit paid by the PURCHASER to the Management Body.
3. The Purchasers 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 Purchasers shall also observe and perform all the stipulations and conditions laid down by the 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.
4. 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 Purchasers agree that subsequently it shall also pay such amount as may be decided by the said Management Body / Vendor for running or routine maintenance charges. The Purchasers shall bear and pay any applicable service tax or Goods and Service Tax 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 Purchasers 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 Purchasers 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 Purchasers and thereafter the Purchasers shall not be entitled to demand such services from the said Management Body and the Purchasers 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 Purchasers 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.

5. The Purchasers 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 Purchasers 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.
6. That the Purchasers 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. The Purchasers shall maintain the esthetics of the Project. The Purchasers 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 Purchasers 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 Purchasers in this behalf, the Purchasers shall be liable for the consequences of the breach. The Purchasers 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 Purchasers or its employees, agents, visitors, etc. are found throwing dirt, rubbish, garbage, pan-masala, etc. in any part of the Scheme then the Purchasers 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 Purchasers or its employees, visitors, etc..
7. The Purchasers other than shop or commercial unit shall not use the said Property for non-residential purposes. The Vendor/ Management Body shall also be entitled to immediately stop the non-residential use even if such use has begun.
8. That the Purchasers other than shop or commercial unit shall not use the said Property 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.

9. That the Purchasers shall maintain at its own costs the Property purchased by the Purchasers in the same good condition, state and order in which it will be delivered to the Purchasers and shall abide by all bye laws, rules and regulations of the government, the Ahmedabad Urban Development Authority, Ahmedabad Municipal corporation and Uttar Gujarat Vij Company Limited and any other authorities 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.
10. The Purchasers or 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 Purchasers 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 local 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.
11. The Purchasers 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 Building/Apartment. The Purchasers shall install the air conditioners / coolers at designated places only and in a manner in which the aesthetics of the Project are not compromised.
12. That the Purchasers 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 the Apartment. The Purchasers shall be allowed to put its Name Plates on the entrance wall/door of their Apartment and shall also follow the instructions of the Vendor/ Management Body regarding dimension and size of the Name Plates. The Purchasers shall never put or install any hoarding, or vinyl or signage or any drape inside the said property which is visible from outside the building in any manner and the Purchasers shall not put or install anything on the façade of the building. Only the Vendor / Management Body are authorized to put up the Purchasers name

along with all other members / occupiers of the Project at a designated place on the ground floor foyer of the building.

13. 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 and the Purchasers 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.
14. That the Purchasers hereby are aware and unequivocally agree, consent and confirm that that the rights to use the terrace space on the top of the Project building is a restricted / limited facility and its use shall always be regulated by the Management Body. The Purchasers herein shall not have any right, title or interest in the said terraces of the building. The Purchasers herein agree that he shall not claim any right in the terrace areas.
15. That the Purchasers 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 (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.
16. The Purchasers are aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in Apartments as well as from the neighboring and upper Apartments. Leaked water/moisture may appear on the walls of said Apartment and that may deteriorate the paint and plaster on the walls. Purchasers are aware that 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. Purchasers agree that the Vendor shall not be liable for any damage in the Apartment due to leakage of water and its various other after effects. However, the Purchasers hereby undertakes to get repaired the toilets and wet areas at its own cost/expense in case the occupiers

of lower apartment below the said Property complains of any water leakage in their roof.

17. The Lift facility in this building shall be used as per rules of the Management Body which is formed for the management of said building. It is to be economically used. The Purchasers 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 Purchasers or their employees, heirs etc shall not demand/shall not be entitled to demand such damages/compensation from the Vendor and PURCHASER hereby gives assurance and consent in it. 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 / Purchasers 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 Repair/Maintenance contract and Lift licenses at their own cost from the competent authority. The PURCHASERS confirms to abide with the statutory requirement in this regards.
18. The Purchasers and 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 Purchasers.
19. The Vendor has provided vehicle parking spaces in the Project as per the plans passed by the relevant authorities and as per the provisions of the prevalent rules of local authorities. The Purchasers hereby are aware and unequivocally agree, consent and confirm that the Purchasers and 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 or margins 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 Purchasers hereby declare that they have not paid any amount to the Vendor towards the 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 Purchasers are 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 Project.

20. The residual or unutilized or additional FSI with respect to Project Land shall always belong to the Vendor. The Vendor alone shall be entitled to use the residual or unutilized or additional FSI by constructing additional floors/buildings or the Vendor may use such residual or unutilized or additional FSI at any other location or the Vendor may sell or in any other manner transfer such residual or unutilized or additional FSI to any third party. It is also agreed by the Purchaser that even after the Management Body has been formed with respect to the said Project, the Vendor alone shall be entitled to retain full right and authority to use or sell such residual or unutilized or additional FSI till the completion of 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 apartment(s) in the said Project to any third party 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 Purchasers are found to have committed breach of any of the conditions then the Vendor and/or Management Body shall be entitled to specifically enforce the terms and conditions of this Sale Deed and/or agreement for sale.
23. After obtaining previous written permission of the Management Body /Vendor the Purchasers 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 Purchasers 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 the 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 the 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 local authorities of the government.

26. That if the Purchasers or its family members, guests or any person claiming under the Purchasers have damaged or caused to have damaged any of the common properties/amenities/facilities of the said project or the Purchasers are found to have committed breach of any of the conditions without prejudice to the right of expulsion of the Purchasers 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 Purchasers 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 Purchasers 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 Purchasers and the same shall be binding upon the heirs, assigns, transferee of the Purchasers 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 "HIMSHILA RESIDENCY". This name shall not be normally changed under any circumstances by the Purchasers and other unit holders.
29. If any provision of this deed determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this deed and to the extent necessary to confirm to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this deed shall remain valid and enforceable as applicable at the time of execution of this deed.
30. THAT all the partners of the Vendor M/s. Aarvi Developers, has authorized and appointed Mr. _____, as a authorised signatory of the Vendor, to sign and execute and register the Sale Deed on behalf of the said Vendor.
31. The terms, conditions, provisions and stipulations herein are in addition to the terms, conditions, provisions and stipulations contained in the Agreement for Sale and they shall form integral part of this Conveyance, and applicable and binding to the parties as if reproduced herein verbatim.
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 Purchasers alone. That the proportionate amount of Stamp duty and registration charges in respect of conveyance of project land and in respect of the common areas shall be borne by the PURCHASERS.

33. The Purchasers 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.
34. This draft of sale deed is common for residential and commercial unit positioned in the same building. However the owner of the Shop(s) or commercial unit cannot be entitle to use the common facilities of the said project in general described in the schedule-III hereunder.
35. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development Act) Act,2016 Rules and Regulations thereunder.

The schedule above referred to are mentioned hereunder:-

SCHEDULE - I

(Description of Entire Project Land)

All that piece or parcel of Non Agricultural land bearing Final Plot No.78/2 admeasuring 2906 of Draft T.P. Scheme no.131 (Kathwada-Singarava-Bhuvaladi), having proportionate land of Revenue Block No.531/1 (Old Survey No.207/2), situate lying and being at Mouje-Singarava, Tal:-Daskroi, Dis:-Ahmedabad in the Registration Sub-District Ahmedabad-12 (Nikol).

Said land is bounded as under:

On or towards East :- Survey no.206/2.
 On or towards West :- T.P.Road.
 On or towards North :- F.P.No.77/1.
 On or towards South :- Village boundary.

SCHEDULE - II

(Description of the Said Property hereby sold)

All that Property being Apartment/Shop/Flat No. _____, situated on _____ Floor of Block. _____ and admeasuring _____ Sq.Mtrs. of carpet area in the scheme known as "**HIMSHILA RESIDENCY**" (Previously known as Himalaya Residency) constructed on the land more particularly described in the first schedule hereinabove written, together with proportionate share in the Said Land more particularly described in the First Schedule hereinabove written, _____ Sq.Mtrs. alongwith right to use common amenities and facilities of the project. That is to say, on or towards the-

The said Apartment is bounded as under:

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

SCHEDULE III

(Description of common areas and facilities in the Project)

- Underground and Overhead water tank
- Lifts of standard quality in Block
- Security Cabin
- Common Road and Street Lighting
- C.C.T.V. Cameras
- Cellar Parking

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder on this th day of , 2019 at Ahmedabad.

FIRST PARTY/VENDOR

“M/s.Aarvi Developers” a Partnership Firm, through its Authorized Signatory,

(Mr.)

WITNESSES:-

[1]_____

[2]_____

Photograph of said property

HIMSHILA Residency
Mouje-Singarva, Ta:- Dashkroi, Dist:-Ahmedabad.

The Vendor

The Purchaser/s

Photograph of said property

HIMSHILA Residency
Mouje-Singarva, Ta:- Dashkroi, Dist:-Ahmedabad.

The Vendor

The Purchaser/s

SCHEDULE AS PER SECTION 32 (A) OF REGISTRATION ACT

<u>FIRST PARTY:-</u> <u>THE VENDOR:-</u>	PHOTO	L.H.T.IMP
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“M/s. Aarvi Developers”
a Partnership Firm, through its
Authorized Signatory,

(Mr.)

SECOND PARTY:-
THE PURCHASER:-

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