

**DRAFT WITHOUT PREJUDICE**  
**SALE DEED**

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Sale Deed of **Unit No.**\_\_\_\_\_ (**Shop/Office**) situated on the \_\_\_\_\_ Floor  
(\_\_\_\_\_ Floor as per plan approved by AMC) of Block No.\_\_\_\_\_  
admeasuring about \_\_\_\_\_ **sq. feet i.e.** \_\_\_\_\_ **sq. mtrs.** (Super built-up  
area) [i.e. \_\_\_\_\_ sq. feet carpet area] in "**SUMEL-8**" scheme  
constructed on Non Agricultural land bearing **(i) Final Plot No. 6+7+9/1**  
admeasuring **2321 sq. mtrs.** **(ii) Final Plot No. 6+7+9/2** admeasuring about  
**39,079 sq. mtrs.** and **(iii) Final Plot No. 6+7+9/3** admeasuring about **3114**  
**sq. mtrs.**, totally admeasuring about **44,514 sq. mtrs.** of Town Planning  
Scheme No. 10 situate, lying and being at **Moje Rakhial**, Taluka  
Maninagar, in the Registration District of Ahmedabad and Sub District of  
Ahmedabad-7 (Odhav) at the price of Rs.\_\_\_\_\_/ - (Rupees  
\_\_\_\_\_Only).

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**FIRST PARTY**

-----:-

**THE VENDOR**

**HN SAFAL REALTECH LLP**

A Limited Liability Partnership duly incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office address at 1005, 10<sup>th</sup> Floor, Safal Profitaire, Corporate Road, Opp. AUDA Garden, Prahladnagar, Ahmedabad  
**[PAN: AAPFP9410N]**

Through its authorized signatory  
Mr. Chirag Bipinchandra Shah

(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 or partner for the time being, the survivors or survivor of them and their heirs, executors, administrators, successors and assigns of the **FIRST PART**).

**SECOND PARTY**

-----:-

**THE PURCHASERS**

**[1] MR.**  
aged about \_\_\_ years,  
Occupation: Business/Service/Household,  
**[PAN: \_\_\_\_\_]**

**[2] MRS.**  
aged about \_\_\_ years,  
Occupation: Business/Service/Household,  
**[PAN: \_\_\_\_\_]**

Both residing at \_\_\_\_\_  
\_\_\_\_\_

(Hereinafter in this Sale Deed referred to as "**the Purchasers**" or "**Second Party**", which expression shall unless it be repugnant to the context or

meaning thereof be deemed to mean and include the said “**Purchasers**” and their heirs, legal representatives, successors and assigns of the **SECOND PART**).

### **THIRD PARTY**

-----:- \_\_\_\_\_,  
**MANAGEMENT BODY** a private limited company/society registered under the provisions of the Companies Act, 2013/Gujarat Co-operative Societies Act, at serial no. \_\_\_\_\_, having its registered address at \_\_\_\_\_  
 \_\_\_\_\_  
**[PAN: \_\_\_\_\_]**  
 Through its Authorized Signatory  
 Mr. \_\_\_\_\_  
 aged about \_\_\_ years, Occupation: Service

(Hereinafter in this Sale Deed referred to as the “**Management Body**” or “**Third Party**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said “**Management Body**” and its successors and assigns of the **THIRD PART**).

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

### **WHEREAS :-**

- (a) The Vendor herein is seized and possessed of and otherwise well and sufficiently entitled to the piece or parcel of Non-Agricultural Land bearing (i) Final Plot No. 6+7+9/1 admeasuring 2321 sq. mtrs. (ii) Final Plot No. 6+7+9/2 admeasuring about 39,079 sq. mtrs. and (iii) Final Plot No. 6+7+9/3 admeasuring about 3114 sq. mtrs., totally admeasuring about 44,514 sq. mtrs. (Old Revenue Survey Nos. 310, 311/1, 311/4 and 311/5) of Town Planning Scheme No. 10 situate, lying and being at Moje Rakhial, Taluka Maninagar, in

the Registration District of Ahmedabad and Sub District of Ahmedabad-7 (Odhav) which shall be referred to as "the said Project Land" hereinafter in this Sale Deed and more particularly described in the Schedule 1 written hereunder.

- (b) That revised N. A. Use permission for commercial purpose for the land bearing (i) Final Plot No. 6+7+9/1 (ii) Final Plot No. 6+7+9/2 and (iii) Final Plot No. 6+7+9/3 totally admeasuring about 44,514 sq. mtrs. of Town Planning Scheme No. 10 is granted by Deputy Collector (N.A.), Ahmedabad vide order bearing No N.A./U-2/N.A./Case No. 125/Section 65-A/Rakhial/2013-14 dated 23-07-2014.
- (c) That Ahmedabad Municipal Corporation has approved plan for constructing various Commercial Units on the said Land vide below stated Rajachitthi (Commencement Letter) in various Cases as stated below:

Block Nos.	Nos.	Rajachitthi Nos.	Case Date
A	03829/181114/A3192/R1/M1	BLNTI/EZ/181114/GDR/A3192/R1/M1	15-05-2015
B	03038/181114/A3193/R0/M1	BLNTI/EZ/181114/GDR/A3193/R0/M1	27-01-2015
C	03039/181114/A3194/R0/M1	BLNTI/EZ/181114/GDR/A3194/R0/M1	27-01-2015
D	03040/181114/A3195/R0/M1	BLNTI/EZ/181114/GDR/A3195/R0/M1	27-01-2015
E	03041/181114/A3196/R0/M1	BLNTI/EZ/181114/GDR/A3196/R0/M1	27-01-2015
F	03042/181114/A3197/R0/M1	BLNTI/EZ/181114/GDR/A3197/R0/M1	27-01-2015
G	03043/181114/A3198/R0/M1	BLNTI/EZ/181114/GDR/A3198/R0/M1	27-01-2015
H	03044/181114/A3199/R0/M1	BLNTI/EZ/181114/GDR/A3199/R0/M1	27-01-2015
I	03045/181114/A3200/R0/M1	BLNTI/EZ/181114/GDR/A3200/R0/M1	27-01-2015
J	03046/181114/A3201/R0/M1	BLNTI/EZ/181114/GDR/A3201/R0/M1	27-01-2015
K	03047/181114/A3202/R0/M1	BLNTI/EZ/181114/GDR/A3202/R0/M1	27-01-2015
L	8606/090415/A4157/R1/M1	BLNTI/EZ/090415/GDR/A4157/R1/M1	09-06-2017
Common Facility	03048/181114/A3203/R0/M1	BLNTI/EZ/181114/GDR/A3203/R0/M1	27-01-2015
Elec. Sub Station	03830/181114/A3204/R1/M1	BLNTI/EZ/181114/GDR/A3204/R1/M1	15-05-2015

- (d) That as per the said sanctioned plans, the Vendor has commenced the construction of Commercial Project "SUMEL-8" consisting of Eleven Blocks being Block Nos. A, B, C, D, E, F, G, H, I, J and K. Block No A to I consist of the Ground Floor and First Floor to Fourth Floor, Stair Cabin and Lift Room, Block No J consist of the Ground Floor and First Floor to Second Floor, Stair Cabin and Lift

Room whereas Block No K consist of the Ground Floor and First Floor to Third Floor, Stair Cabin and Lift Room. In the said Project "Sumel-8" there are 825 number of shops and 1055 number of offices of different areas.

- (e) There is single (undivided) Basement below the ground level of all Blocks for parking of the vehicles, Store and Mechanical Room etc.
- (f) The Vendor has registered the Project "Sumel 8" under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 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 Ahmedabad (hereinafter referred to as the said "Authority") and the said Authority has issued a Registration Certificate of Project dated \_\_\_\_\_ bearing reference no. \_\_\_\_\_.
- (g) AND WHEREAS the Development work of the said Project is completed and the AMC has granted Building Use Permission dated \_\_\_\_\_ bearing no. \_\_\_\_\_.
- (h) The Vendor has given copy of the approved plan, Commencement Certificate issued by AMC, Copy of Release deed in favour of Vendor, its Index No. 2, Village Form No. 7 & 12, Building Use Permission, and all related 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 have negotiated for the sale of Unit No. \_\_\_\_\_ which is **an Office/a Shop** situated on the \_\_\_\_\_ Floor (\_\_\_\_\_ Floor as per plan approved by AMC) of Block No. \_\_\_\_\_ admeasuring about \_\_\_\_\_ sq. feet i.e. \_\_\_\_\_ sq. mtrs. (Super built-up area) [i.e. \_\_\_\_\_ sq. feet carpet area] in "SUMEL-8" Project constructed on Non Agricultural land bearing (i) Final Plot No. 6+7+9/1 admeasuring 2321 sq. mtrs. (ii) Final Plot No. 6+7+9/2 admeasuring about 39,079 sq. mtrs. and (iii) Final Plot No. 6+7+9/3 admeasuring about 3114 sq. mtrs., totally admeasuring about 44,514 sq. mtrs. of Town Planning Scheme No. 10 situate, lying and being at Moje Rakhial, Taluka Maninagar, in the Registration District of Ahmedabad and Sub District of Ahmedabad-7 (Odhav) belonging to the Vendor and more particularly described in the Schedule 2 written hereunder (hereinafter referred to as "the said Property") for the Purchase Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to as the said "Purchase Consideration". The detail of the carpet area of said Property as per the said Act is as follows:

Unit No.	Super Built Up Area (in sq. mtrs.)	Carpet Area (in sq. mtrs.)

"Super Built-up Area" of the said Property, as referred above is mutually fixed and agreed between the Parties after taking into consideration construction areas of the Project other than carpet area. The Purchaser is 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.

- (j) The Vendor has formed a Service Society/Company namely, “-----  
-----” (hereinafter referred to as said “Management Body”) for management and maintenance of common facilities of said Project, SUMEL 8. As per the provisions of the said Act, simultaneously with the execution of sale deed in favour of the unit purchasers, the undivided proportionate title in the common areas is to be transferred to the Management Body formed for the management and maintenance of common facilities of said Project Sumel-8. Hence the Management Body, \_\_\_\_\_, has been joined as a third party in this Sale Deed and the Vendor hereby convey and transfers proportionate undivided land admeasuring \_\_\_\_\_ sq. mtrs. (more particularly described in the Schedule 3 hereunder written ) forming part of the said Project Land along with undivided proportionate right to use the common areas and facilities more particularly described in the Schedule 4 hereunder written in favour of the Management Body.
- (k) 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 4 hereunder written.
- (l) THAT the Purchasers have paid the above stated Purchase Consideration to the Vendor in the manner as stated hereunder:-

**Amount paid to Vendor by Purchasers**

Sr. No	Amount (₹)	Cheque No. Date of Cheque	Name of Bank & Branch
1			
2			
3			
Total	₹ _____/- (Rupees _____ Only).		

- 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-2** hereunder written; the payment and receipt whereof the **Vendor** doth hereby admits and acknowledges and of and from the same and every part thereof 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 2** hereunder written) and the **Vendor** doth hereby convey, grant, transfer and assure the undivided proportionate land (more particularly described in **Schedule 3** hereunder written) unto the Management **Body TOGETHER WITH** the right to use common areas and facilities of the Project (more particularly described in the **Schedule 4** 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**.
- II.** The **Purchasers** is aware that, the **Project 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.

- III.** That quiet, vacant and peaceful possession of the said **Property** described in **Schedule 2** is delivered by the **Vendor** herein to the **Purchasers** today and the **Purchasers** acknowledge the delivery of the said **Property** by the **Vendor** 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 **Purchasers** have 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 and super built-up area of the said **Property** and has no objections in this regard and shall not raise any dispute in future.
- IV.** The **Purchasers** agree that though they have become free, independent and absolute owners of the said **Property**, the said **Property** shall be used, occupied and transferred by them as per rules and regulations that shall be framed by said **Management Body** as the case may be. Therefore the use and transfer etc of said **Property** shall be in accordance with the rules and resolutions of the **Management Body** formed for management and maintenance of common facilities of said **SUMEL - 8 Project**.
- V.** 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**.

- VI. AND that the **Purchasers**, after obtaining possession of said **Property** from the **Vendor** in writing shall and may at all time hereafter peaceably and quietly enter upon, have, occupy, possess and enjoy the said **Property** and receive the rents and profits thereof and of every part there to and for his/its use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by them the **Vendor** or any members or any of them or claiming by, from, under or in trust for him or any of them upon fulfillment of and subject to what is stated herein.
- VII. 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.
- VIII. THE **Vendor** covenants with the **Purchasers** that the said **Property/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 (except charge of Axis Bank Ltd.).

- IX.** The **Vendor** assures the **Purchasers** herein that it has not obtained any loan from any financial institutions except Axis Bank Ltd. vide Mortgage deed dated 25-02-2015, registered before the Sub Registrar of Ahmedabad-6 (Naroda) at Serial No 1543 dated 25-02-2015.
- X.** That Axis Bank Ltd has released the said **Property** from its charge vide its No Encumbrance/No objection Certificate dated \_\_\_\_\_ as amount of charge of said Bank on said **Property** is repaid. Therefore this **Property** is now released by Axis Bank Ltd and it is free from any mortgage or charge.
- XI.** The **Vendor** hereby covenants to the **Purchasers** that, within a period of five years from the date of B.U. permission/handing over the **Property** to the **Purchasers**, the **Purchasers** 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, 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 **Purchasers** 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 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 agreement.
- g. The **Purchaser** shall not carry out any alterations of any nature in the said **Property** 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.

**XII.** 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 BU permission. Irrespective of the date of booking or sale deed execution, the **Purchasers** shall be liable to pay such AMC/AUDA taxes, property taxes, cesses, charges, etc for the period post BU permission date. The **Purchasers** 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.

- XIII.** 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.
- XIV.** 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** has formed the said Management Body namely, "-----  
-----" for management and maintenance of common facilities and amenities of said **Project, SUMEL-8**, 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) As per the provisions of the said Act, vide this sale deed undivided proportionate land, more particularly described in **Schedule-3** hereunder written along with undivided proportionate right to use the common areas and facilities more particularly described in the **Schedule-4** hereunder written has been transferred to the **Management Body**. As and when remaining units in the said **Project** are sold to various third parties, the **Vendor** shall transfer proportionate undivided land to the **Management Body** in such manner that as and when all units in the said **Project** are sold and sale deed for all units have been executed then the entire **Project Land** shall vest in the **Management Body**. The **Purchasers** herein shall be entitled to sell or transfer only the said **Property** and the undivided proportionate land shall always belong to the **Management Body**.
- (4) 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 **Property** in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings.

- (5) The said **Project Sumel - 8** consists of 825 shops and 1055 offices of different area and it might happen that all the shops and offices may not be sold or put to use immediately after B. U. Permission as a result of which the expenses and burden for maintenance of the entire **Project** may fall upon the unit purchasers who have started using their premises in **Sumel - 8**. Hence it is hereby agreed between the Parties that for the proper management and maintenance of the **Project**, the **Vendor** or its nominated agency shall maintain the **Project** free of cost for an initial period of 3 years from the date of Building Use Permission inspite of the **Management Body** being formed and the title of the common areas and facilities in the **Project** being transferred to the **Management Body** as per the provisions of the said **Act**. The **Purchasers** shall not raise any dispute/objection in regard in future. The **Purchasers** agree that after expiry of three years period from B. U. Permission of the project, the **Purchasers** shall be liable to pay such amount as annual/monthly Maintenance as may be decided by the said **Management Body** for maintenance. 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.
- (6) The **Purchasers** are informed that out of the said **Project Land**, land admeasuring about 841.65 Sq. Mtrs. has been given on lease to Torrent Power Limited for electric sub-station and on land admeasuring 316.23 Sq. Mtrs. a Mosque is constructed.
- (7) The **Vendor** has provided vehicle parking spaces in the **Project** as per the provisions of the prevalent General Development Control Regulations. The **Purchasers** hereby are aware and unequivocally agree, consent and confirm that the **Purchasers** and their

employees/staff 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** 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**.

- (8) The **Purchasers** shall use the said **Property** or any part thereof or permit the same to be used only for commercial purpose and not for residential use. The **Vendor/ Management Body** shall also be entitled to immediately stop the residential use even if such use has begun.
- (9) 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 premises 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.



- (10) 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 scheme. The **PURCHASER** shall maintain the aesthetics 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..
- (11) That the **Purchasers** shall without obtaining prior written approval of **Vendor/Management body** not use the said **Property** for manufacturing any items or as pan parlors, as consulting room of

medical professional, Hotel, Restaurant, Café, Club, Video parlour, doctor's clinic, maternity home, surgical home, dairy, or as printing press, or storing chemicals or for hira-ghanti, any business which require machines which are used in industries or as a Transport company or Transport office and for any other purpose which may be objectionable to the said **Vendor/Management Body** and other occupiers in the said Scheme.

- (12) That the **Purchasers** shall maintain at their 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 Torrent Power Limited 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.
- (13) 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 **Purchasers** 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 **Purchasers** 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 **Purchasers** are 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 / **Purchasers** of the project to obtain a Periodic Inspection and Maintenance Certificate from a Structural Engineer. The **Purchasers** hereby confirm to abide with the statutory requirements in this regards.

- (14) The **Purchasers** shall not carry out any alterations in the structure without prior written consent of **Vendor/Management Body** and without obtaining prior written opinion of Structural Engineer of repute and also without obtaining prior permission of Ahmedabad Municipal Corporation and or any other authorities.
- (15) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the **Project Land** and the building in which the **Property** is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. 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**.

- (16) The **Purchasers** shall not let, sub-let, transfer or assign or part with the possession of the **Property** until all the dues payable by the **Purchasers** to the **Management Body/Vendor** are fully paid up and without the prior written consent of the **Management Body/Vendor**.
- (17) 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 Block/**Unit**. The **Purchasers** shall install the air conditioners / coolers / signage board / hoarding at designated places only and in a manner in which the aesthetics of the **Project** are not compromised.
- (18) That the **Purchasers** shall not put any boards/hoarding without the prior written permission of the **Vendor/ Management body**. The **Vendor/Management Body** will provide necessary dimensions and sizes for the boards/hoarding to be displayed at the entrance of their offices. The **Purchasers** shall be allowed to put its board on the entrance wall of their office and shall also follow the instructions of the **Vendor/ Management Body** regarding dimension and size of the board/ hoarding.
- (19) The **Purchasers** agree that the terrace above all blocks shall remain common and no temporary or permanent construction shall be permissible on terrace and the terrace shall always be kept open.
- (20) 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. The **Purchasers** 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 **Purchasers** 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 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 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 **Purchasers** hereby confirm to abide with the statutory requirements in this regards.

- (21) The **Purchasers** hereby irrevocably agree that the **Vendor** alone shall have the absolute rights to undertake and carry out all future advertisement, publicity and communications related work through their advertising agency for publicity/ advertisement in the said Project. The **Purchasers** further agree that **Vendor** and their agents shall be entitled to install hoardings, LCD Screens, Video walls or any other audio-video modes of advertisement/publicity in the said Project. That the **Vendor** shall be entitled to use any/all portion of the outer Wall i.e. outer Surface of the premises or of the entire building or on terraces for placing/ affixing/ printing any advertisement/ signs/ decorative neon lights etc even after this Sale Deed.
- (22) The **Purchasers** are 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 **Purchasers** are also aware that

all other owners/occupiers shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the **Purchasers** 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 proposed **Management Body**.

(23) That the **Purchasers** shall permit the **Management Body** and/or **Vendor** and its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 48 hours' notice or short notice in case of urgency to enter in to and upon the said Top Floor terrace and any part thereof only for the purpose of repairing/replacing of the building's water tank 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, 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**.

(24) The **Purchasers** are aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in **Property** as well as from the neighboring and upper units. Leaked water/moisture may appear on the walls of said **Property** and that may deteriorate the paint and plaster on the walls. The **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. The **Purchasers** agree that the **Vendor** shall not be liable for any damage in the **Property** 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 units below the said **Property** complains of any water leakage in their roof.

- (25) 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. 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/**Purchasers** 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 Lift licenses at their own cost from the competent authority. The **Purchasers** confirms to abide with the statutory requirement in this regards.
- (26) The **Purchasers** and their 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**.

- (27) The residual or unutilized or additional FSI with respect to the said **Project Land** shall always belong to the **Vendor**. The **Vendor** alone shall be entitled to use the residual or unutilized or additional FSI on the said **Project Land** 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.
- (28) The **Purchasers** 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 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.
- (29) After obtaining previous written permission of the **Management Body/Vendor**, the **Purchasers** shall be entitled to transfer/ sell, convey, 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 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 **Project/ 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.

- (30) That the **Purchasers** 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.
- (31) That the **Purchasers** and persons to whom the said **Property** shall be subsequently transferred, assigned or given possession of shall be bound by the terms and conditions mentioned in this Sale Deed and they shall also 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 Urban Development Authority, Ahmedabad Municipal Corporation and other authorities of the government.
- (32) 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**.

- (33) 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.
- (34) The said Scheme shall always be known as "SUMEL 8". This name shall not be normally changed under any circumstances by the **Purchasers** and other unit holders.
- (35) The said **Property** is located in Rakhial within the limits of Bapunagar Police Station of Ahmedabad and is situated outside the area covered by the Gujarat Prohibition of Transfer of Immovable **Property** and Provisions for Protection of Tenants from Eviction from premises in Disturbed Area Act, 1991 and therefore, permission of the Collector of Ahmedabad for the transfer of the said **Property** is not required.
- (36) As per prevailing Gujarat Stamp Act, 4.90% stamp duty i.e. **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) has been affixed on this Sale Deed.
- (37) 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.
- (38) 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 and shall also be responsible to pay Service Tax to **Vendor**, if any.

The schedules above referred to are mentioned hereunder:-

#### SCHEDULE 1

#### (Description of said Project Land)

All that piece or parcel of Non-Agricultural Land bearing (i) **Final Plot**

No. 6+7+9/1 admeasuring 2321 sq. mtrs. (ii) Final Plot No. 6+7+9/2 admeasuring about 39,079 sq. mtrs. and (iii) Final Plot No. 6+7+9/3 admeasuring about 3114 sq. mtrs., totally admeasuring about 44,514 sq. mtrs. (Old Revenue Survey Nos. 310, 311/1, 311/4 and 311/5) of Town Planning Scheme No. 10 situate, lying and being at **Moje Rakhial**, Taluka Maninagar, in the Registration District of Ahmedabad and Sub District of Ahmedabad-7 (Odhav). The said **Project Land** is bounded as under

On or towards East	:	Final Plot No. 2, 8/2 and 8/1
On or towards West	:	132 Feet Road,
On or towards North	:	Final Plot No. 3 and 5
On or towards South	:	120 Feet Road

## SCHEDULE 2

(Description of said Property hereby sold)

All that **Unit No.**\_\_\_\_\_ which is an **Office/a Shop** situated on the \_\_\_\_\_ Floor (\_\_\_\_\_ Floor as per plan approved by AMC) of Block No.\_\_\_\_\_ admeasuring about \_\_\_\_\_ sq. feet i.e. \_\_\_\_\_ sq. mtrs. (Super built-up area) [i.e. \_\_\_\_\_ sq. feet carpet area] in "SUMEL-8" Project constructed on Non Agricultural land bearing (i) **Final Plot No. 6+7+9/1** admeasuring **2321 sq. mtrs.** (ii) **Final Plot No. 6+7+9/2** admeasuring about **39,079 sq. mtrs.** and (iii) **Final Plot No. 6+7+9/3** admeasuring about **3114 sq. mtrs.**, totally admeasuring about **44,514 sq. mtrs.** of Town Planning Scheme No. 10 situate, lying and being at **Moje Rakhial**, Taluka Maninagar, in the Registration District of Ahmedabad and Sub District of Ahmedabad-7 (Odhav) along with right to use and enjoy common amenities and facilities of the said Project Sumel 8.

The said **Unit No** \_\_\_ on \_\_\_\_\_ Floor in Block No. " \_ " is bounded as under:-

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

**SCHEDULE 3****(Description of undivided proportionate land transferred to Management Body)**

All that piece or parcel of undivided proportionate land admeasuring \_\_\_\_\_ sq. mtrs., forming part of Land bearing **(i) Final Plot No. 6+7+9/1** admeasuring **2321 sq. mtrs.** **(ii) Final Plot No. 6+7+9/2** admeasuring about **39,079 sq. mtrs.** and **(iii) Final Plot No. 6+7+9/3** admeasuring about **3114 sq. mtrs.**, totally admeasuring about **44,514 sq. mtrs.** (Old Revenue Survey Nos. 310, 311/1, 311/4 and 311/5) of Town Planning Scheme No. 10 situate, lying and being at **Moje Rakhial**, Taluka Maninagar, in the Registration District of Ahmedabad and Sub District of Ahmedabad-7 (Odhav).

**SCHEDULE 4****(Description of common areas and facilities in the Project)**

- Common Plots
- Thick Plantations
- Common Facility Units

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

**SIGNED, SEALED AND DELIVERED**  
**by the above named FIRST PARTY-**  
**VENDOR**

\_\_\_\_\_  
**HN SAFAL REAL TECH LLP through**  
**its Authorized Signatory Mr. Chirag**  
**Bipinchandra Shah**

**SIGNED AND DELIVERED**

**By the above named SECOND PARTY**

**- PURCHASERS**

\_\_\_\_\_  
[1]

\_\_\_\_\_  
[2]

**SIGNED, SEALED AND DELIVERED**

**by the above named THIRD PARTY-**

**MANAGEMENT BODY**

\_\_\_\_\_  
\_\_\_\_\_ through its  
Authorized Signatory Mr. \_\_\_\_\_

**WITNESSES:-**

[1] \_\_\_\_\_

[2] \_\_\_\_\_

**5× 7 Photograph of the Property hereby sold**

**Vendor**

\_\_\_\_\_

**Purchaser**

\_\_\_\_\_

**5"×7" Photograph of the Property hereby sold**

**Vendor**

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**Purchaser**

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FIRST PARTY-VENDOR

Photograph

Thumbprint

\_\_\_\_\_  
HN SAFAL REALTECH LLP through its Authorized Signatory Mr. \_\_\_\_\_

SECOND PARTY-PURCHASER

Photograph

Thumbprint

\_\_\_\_\_  
[1]

\_\_\_\_\_  
[2]

THIRD PARTY  
MANAGEMENT BODY

Photograph

Thumbprint

\_\_\_\_\_  
\_\_\_\_\_ through its Authorized Signatory Mr. \_\_\_\_\_