

DRAFT WITHOUT PREJUDICE

DRAFT FOR DISCUSSION ONLY

## **SALE DEED**

### **FIRST PARTY**

**THE Vendor** :-

**M/s. DEVJIT DEVELOPERS**, a Partnership Firm,

[PAN: \_\_\_\_\_]

Having its registered office at 6-7, Krishna Nivas, Mira Nagar, Shashikunj,  
Sardar Baug, Ghanchi Paat, Junagadh, District - Junagadh  
through its partners

- (1) Mr. Devshibhai Laxmanbhai Bhatu
- (2) Mr. Ajitbhai Hardasbhai Khodbhaya
- (3) Mr. Natubhai Ranmalbhai Bhatu
- (4) Mr. Prashant Natubhai Bhatu
- (5) Mr. Ravindra Kanjibhai Myatra

Through their Power of Attorney Holder

Mr. Piyush Nebhabhai Bhatu

aged Adult, Occupation business,

address at \_\_\_\_\_.

(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] \_\_\_\_\_  
Aged about \_\_\_\_ years, Religion:-\_\_\_\_\_  
Occupation: - **Business/Service/Housewife**,  
**PAN No. :** \_\_\_\_\_

[2] \_\_\_\_\_  
Aged about \_\_\_\_ years, Religion:-\_\_\_\_\_  
Occupation:-**Business/Service/Housewife**,  
**PAN No. :** \_\_\_\_\_

**Having Address at: -** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Hereinafter in this Sale Deed referred to as “**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 Agricultural land bearing Survey No. 196/1 paiki 1/paiki 1 admeasuring about 33,112 sq. mtrs. out of total land admeasuring 34,357 sq. mtrs. (remaining land admeasuring about 1245 sq. mtrs. shall go in Road) situated, lying and being at Mouje – CHALA, Taluka VAPI District VALSAD in the Registration of VALSAD and Sub-District VAPI hereinafter referred to as the said “Entire Project Land” in this Sale Deed and is more particularly described in the **Schedule – I** hereunder written.

- (b) That the Vendor herein has purchased the land bearing Survey No. 169/1/paiki 2 and Survey No. 196/1 paiki from their erstwhile owners vide following sale deeds:

| Sr. No. | Survey No.    | Area (sq. mtrs.) | Seller                                | Sale Deed Registration No. and Date |
|---------|---------------|------------------|---------------------------------------|-------------------------------------|
| 1.      | 196/1/paiki 2 | 17,235           | Apekshaben Subhashbhai Kotadiya       | 3524<br>29-03-2008                  |
| 2.      | 196/1 paiki   | 17,122           | Harshadlal Uttamchand Shah and others | 2267<br>19-03-2007                  |

- (c) Thereafter the Mamlatdar, Pardi vide his order dated 25-02-2009 bearing no. LND/Vashi/159/Reg. 79/2009 amalgamated land bearing Survey No. 196/1 paiki 2/ paiki 1 admeasuring 17,235 sq. mtrs. and land bearing Survey No. 196/1/paiki 1/paiki 1 admeasuring 17,122 sq. mtrs. Pursuant to such amalgamation the land admeasuring 34,357 sq. mtrs. was given new Survey No. 196/1 paiki 1/paiki 1 and the Vendor herein was held as the owner and occupier of the such land.
- (d) Out of the land admeasuring 34,357 sq. mtrs. belonging to the Vendor herein, land admeasuring about 1245.35 sq. mtrs. is going in D. P. Road and remaining land admeasuring about 33,111.65 sq. mtrs. is available for development. Hence the Vendor herein has obtained Non Agricultural Use Permission for residential and commercial purpose for the Entire Project Land admeasuring about 33,112 sq. mtrs. from the District collector Valsad vide his order dated 24-09-2010 bearing no. CB/NA/Reg. 25/09/Vashi/3121-30/10
- (e) AND WHEREAS the Vendor has got the plans for construction of residential cum commercial buildings on the said Entire Project Land sanctioned from the Vapi Nagarpalika vide its order dated 07-08-2012 bearing permission no. 60 and outward no. Construction/Re. 2/Vashi-510/2012-13.
- (f) The Vendor herein has floated a residential-cum-commercial project named “PRAMUKH GREENS” (hereinafter referred to as said “Project”) on the said Entire Project Land which is being developed by the VENDOR in different phases.

(g) Subsequently the General Development Control Regulations (GDCR) applicable in Vapi Nagarpalika has been amended pursuant to which additional FSI is available. Hence the VENDOR herein has revised the construction plans and has got the same approved from Vapi Nagarpalika. As per the revised plans the said Project consists of following buildings to be constructed in Phase-wise manner:

| Sr. No. | Phase No. | Building No. | No. of Apartments | Apartment Type                                  |
|---------|-----------|--------------|-------------------|-------------------------------------------------|
| 1.      | Phase 1   | A1           | 40                | 3 BHK                                           |
| 2.      | Phase 1   | B1           | 40                | 2 BHK                                           |
| 3.      | Phase 1   | B2           | 40                | 2 BHK                                           |
| 4       | Phase 1   | B3           | 40                | 2 BHK                                           |
| 5.      | Phase 1   | B4           | 40                | 2 BHK                                           |
| 6.      | Phase 1   | E1           | 40                | 4 BHK                                           |
| 7.      | Phase 1   | F1           | 40                | 3 BHK                                           |
| 8.      | Phase 1   | G1           | 40                | 3 BHK                                           |
| 9.      | Phase 1   | G2           | 40                | 3 BHK                                           |
| 10.     | Phase 1   | G3           | 40                | 3 BHK                                           |
| 11.     | Phase 2   | C1           | 40                | 2 BHK                                           |
| 12.     | Phase 2   | C2           | 40                | 2 BHK                                           |
| 13.     | Phase 3   | C3           | 40                | 2 BHK                                           |
| 14.     | Phase 3   | C4           | 40                | 2 BHK                                           |
| 15.     | Phase 3   | C5           | 40                | 2 BHK                                           |
| 16.     | Phase 3   | C6           | 40                | 3 BHK                                           |
| 17.     | Phase 3   | D1           | 40                | 3 BHK                                           |
| 18.     | Phase 4   | D2           | 32                | 2 BHK                                           |
| 19.     | Phase 4   | A            | 10                | Office                                          |
| 20.     | Phase 4   | H            | 12                | 5 Commercial Shop and 7 (4 BHK Flat Apartments) |

(h) In the said Project “PRAMUKH GREENS”, the construction of Phase-1 consisting of Building/Building No. A1, B1 TO B4, E1, F1 and G1 TO G3 is completed and its occupancy certificate has been granted by the concerned authority. For the sake of easier development and management of the said Project, the VENDOR herein has demarcated the land forming part of each Phase. As a result the Entire Project Land is divided in the following manner:

- (i) Phase-1 Land: Admeasuring about 18,364 sq. mtrs.
- (ii) Phase-2 Land: Admeasuring about 2,241 sq. mtrs.
- (iii) Phase-3 Land: Admeasuring about 8,731 sq. mtrs.
- (iv) Phase-4 Land: Admeasuring about 3,776 sq. mtrs.

A layout plan of the Entire Project Land showing the different Phases is annexed herewith at **Annexure - A**.

- (e) 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 \_\_\_\_\_ (hereinafter referred to as the said “Authority”) and the said Authority has issued a Registration Certificate of Project dated \_\_\_\_\_ bearing reference no. \_\_\_\_\_.
- (f) The **Purchaser** has been informed that the **Vendor** shall get each **Phase** of the **Project** registered separately and shall obtain different registration numbers with respect to each **Phase** of the said **Project**.
- (g) As per the said approved plans, the Development work of the said Phase-2 of the Project on the said Phase-1 Land is completed and the Building Use (BU) permission number \_\_\_\_\_ dated \_\_\_\_\_ has been received from the concerned authority.
- (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 No. 2, and Village 7-12 Forms, 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) In the Phase-2 Land admeasuring about 2,241 sq. mtrs., which is more particularly described in **Schedule II** hereunder written, forming part of the said Project “PRAMUKH GREENS”, the **Vendor** and **Purchasers** had negotiated for the sale of Apartment No. \_\_\_\_\_, situated on \_\_\_\_\_ floor of \_\_\_\_\_ Building and admeasuring \_\_\_\_\_ sq. feet of carpet area being constructed on the Phase-2 Land, hereinafter referred to as the “said Property / Apartment” in this Sale Deed and more particularly described in the **Schedule- III** hereunder written. The detail of the carpet area (as per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Property is as follows:

| Building/Building<br>No. | Apartment<br>No. | Apartment<br>Type | Carpet<br>Area (in<br>sq. feet) | Balcony<br>Area (in<br>sq. feet) | Wash<br>Area (in<br>sq. feet) |
|--------------------------|------------------|-------------------|---------------------------------|----------------------------------|-------------------------------|
|                          |                  |                   |                                 |                                  |                               |

- (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. 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**.
- (j) 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 IV** hereunder written. The Purchaser is made aware that out of all the common areas and facilities mentioned in Schedule-IV of the said Project some of them may be completed with completion of each Phase and remaining shall be

completed and functional after completion of all Phases of the said Project and the Purchaser shall not raise any dispute in this regard in future

(k) THAT the **Purchasers** have paid the above stated price to the **Vendor** in the manner as stated hereunder:-

Amount paid to Vendor by Purchasers

| Sr No. | Amount in Rs. | Cheque No. | Date | Bank Details |
|--------|---------------|------------|------|--------------|
|        |               |            |      |              |
|        |               |            |      |              |
|        |               |            |      |              |
|        |               |            |      |              |

Total Rs. \_\_\_\_\_/- (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-III** 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 III** hereunder written) **TOGETHER WITH** the right to use common areas and facilities of the **Project** (more particularly described in the **Schedule IV** 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 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.
- III. 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 Phase-wise 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.
- IV. That quiet, vacant and peaceful possession of the said **Property** described in **Schedule-III** 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.
- 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 peacefully and quietly enter upon, occupy, possess and enjoy the said **Property** and receive the rents and profits thereof and of every part there to and for his/its use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the **Vendor** or any members or any of them or claiming by, from, under or in trust for him or any of them upon fulfillment of and subject to what is stated herein.
- VII. AND full and free right liberty and license for the **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/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 (except charge of HDFC Bank Ltd.).
- IX. The **Vendor** assures the **Purchasers** herein that it has not obtained any loan from any financial institutions except HDFC Bank Ltd. vide Mortgage deed dated \_\_\_\_\_, registered before the Sub Registrar of \_\_\_\_\_ at Serial No \_\_\_\_\_ dated \_\_\_\_\_.
- X. That HDFC 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 HDFC Bank Ltd and it is free from any mortgage or charge.

XI. 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 **Purchasers** 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.

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.

XII. 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.

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** 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, along with undivided proportionate right to use the common areas and facilities more particularly described in the **Schedule IV** hereunder written shall be transferred 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 said **Property** in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings.
- (5) 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. Such charges may be collected by the **Management Body / Vendor** in advance for a period of 12 months and the same shall be paid by the **PURCHASERS** without any dispute. It is hereby agreed by the **Purchasers** that the common monthly running maintenance charges shall be paid effectively from the date of receipt of Building Use Permission, irrespective of the time of booking of the said **Property**. The **Purchasers** shall bear and pay any applicable service tax or GST on such maintenance charges or deposit payments. Maintenance deposit & running maintenance amount shall be utilized by the said **Management Body / Vendor** towards common expenses, maintenance and other expenses incurred for the management and maintenance of common amenities and services of the Project. The **Management Body** shall also be entitled to use/spend the corpus of the said maintenance deposit fund in case of necessity. The **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.

- (6) 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.
- (7) 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..

- (8) The **Purchasers** 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.
- (9) That the **Purchasers** 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.
- (10) 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 local authorities, and Electricity Power Company 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.
- (11) 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, Partis or other structural members in the said **Property**.
- (12) 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.

- (13) 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.
- (14) 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**.
- (15) 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**. 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.

- (16) 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.
- (17) 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**.
- (18) 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.

- (20) 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 Lift licenses at their own cost from the competent authority.
- (21) 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**.
- (22) The **Vendor** has provided vehicle parking spaces in the Project 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, margins or basement) are on allotment basis and allotment rights are solely with the **Management Body** which shall be regulated by the **Management Body** in consultation with the **Vendor**. The **Purchasers** hereby agree to abide by the parking allotment arrangements made by the **Management Body / Vendor** and not to raise any dispute with regards to the same in the future. The **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.

- (23) The residual or unutilized or additional FSI with respect to the any Phase Land and Entire Project Land shall always belong to the Vendor. The Vendor alone shall be entitled to use the residual or unutilized or additional FSI on any Phase 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.
- (24) 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.
- (25) 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
- (26) 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.

- (27) 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.
- (28) 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.
- (29) 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**.
- (30) 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.

- (31) The said Scheme shall always be known as “**PRAMUKH GREENS**”. This name shall not be normally changed under any circumstances by the **Purchasers** and other unit holders.
- (32) THAT all the partners of the **Vendor M/s. DEVJIT DEVELOPERS**, have executed a Power of Attorney dated \_\_\_\_\_ whereby they have authorized and appointed **Mr. \_\_\_\_\_**, to sign and execute and register the Sale Deed on behalf of the said **Vendor**.
- (33) 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.
- (35) 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.

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 Survey No. 196/1 paiki 1/paiki 1 admeasuring about 33,112 sq. mtrs. out of total land admeasuring 34,357 sq. mtrs. (remaining land admeasuring about 1245 sq. mtrs. shall go in Road) situated, lying and being at Mouje – CHALA, Taluka VAPI District VALSAD in the Registration of VALSAD and Sub-District VAPI and bounded as under:

On or towards

North :

South :

East :

West :

#### **SCHEDULE - II**

##### **(Description of Phase-2 Land)**

All that piece or parcel of Non Agricultural land admeasuring 2,241 sq. mtrs. forming part of the Entire Project Land bearing Survey No. 196/1 paiki 1/paiki 1 admeasuring about 33,112 sq. mtrs. out of total land admeasuring 34,357 sq. mtrs. (remaining land admeasuring about 1245 sq. mtrs. shall go in Road) situated, lying and being at Mouje – CHALA, Taluka VAPI District VALSAD in the Registration of VALSAD and Sub-District VAPI and Phase-2 Land is bounded as under:

On or towards  
North :  
South :  
East :  
West :

**SCHEDULE-III**  
**(Description of said Property)**

All that **Property** being Apartment No. \_\_\_\_\_, situated on \_\_\_\_\_ floor of \_\_\_\_\_ Building and admeasuring \_\_\_\_\_ sq. feet of carpet area approximately being constructed on the Phase-2 Land admeasuring 2,241 sq. mtrs. forming part of the Entire Project Land bearing Survey No. 196/1 paiki 1/paiki 1 admeasuring about 33,112 sq. mtrs. out of total land admeasuring 34,357 sq. mtrs. (remaining land admeasuring about 1245 sq. mtrs. shall go in Road) situated, lying and being at Mouje – CHALA, Taluka VAPI District VALSAD in the Registration of VALSAD and Sub-District VAPI.

The detail of the carpet area of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Property is as follows:

| Building No. | Apartment No. | Apartment Type | Carpet Area (in sq. feet) | Balcony Area (in sq. feet) | Wash Area (in sq. feet) |
|--------------|---------------|----------------|---------------------------|----------------------------|-------------------------|
|              |               |                |                           |                            |                         |

The said Property is bounded as under:

On or towards  
North :  
South :  
East :  
West :

**SCHEDULE IV**

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

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

**FIRST PARTY/VENDOR**

“M/s. DEVJIT DEVELOPERS” a Partnership Firm, through its Authorized Signatory, Mr. \_\_\_\_\_, who has signed hereunder

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**(VENDOR)**

**WITNESSES:-**

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

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

**Photograph** of said property of **Unit No.** \_\_\_\_\_ hereby sold by **Vendor** to **PURCHASER**

\_\_\_\_\_  
**THE Vendor**

\_\_\_\_\_  
**THE PURCHASER**

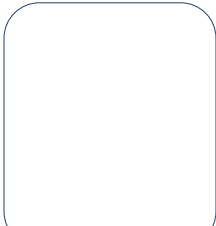
**Photograph** of said property of **Unit No.** \_\_\_\_\_ hereby sold by **Vendor** to  
**PURCHASER**

\_\_\_\_\_  
**THE Vendor**

\_\_\_\_\_  
**THE PURCHASER**

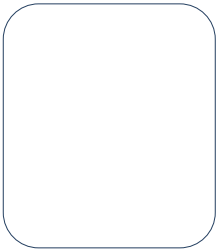
**SCHEDULE OF REGISTRATION ACT SECTION - 32 A**

**FIRST PARTY-**  
**THE Vendor**

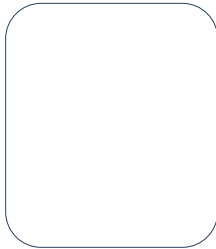


The above named **Vendor** “M/S \_\_\_\_\_ **DEVELOPERS**” a Partnership Firm through its Authorized Signatory, **Mr.** \_\_\_\_\_ who has signed above.

**SECOND PARTY-**  
**THE PURCHASER**



**[1] «PUR\_1»**



**[2] «PUR\_2»**