

DEED OF SALE

THIS DEED OF SALE ("Deed") is entered into at _____ on this _____ day of _____, 202__:

BETWEEN

SIDDHI VINAYAK BUILDCON, [PAN: ADBFS1647K] , a Company/Partnership Firm/ Proprietorship Firm/ Limited Liability Partnership, having its registered office at **301, SHIVANJALI COMPLEX, ATTABHAI CHOWK, OPP JOGARS PARK, BHAVNAGAR- 364001, Gujarat** hereinafter referred to as **"THE PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors in interest and permitted assigns) of the **FIRST PART;**

AND

Mr. / Mrs. _____, Adult, Indian Inhabitant, Occupation: Business, **[PAN _____]** Residing at _____ hereinafter referred to as the **"ALLOTTEE(S)"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) limited company, or limited liability partnership, its successors and permitted assigns, (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) Hindu undivided family, the Karta and manager and the

coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **SECOND PART**.

PROMOTER and the Allottee(s) are hereinafter collectively referred to as the 'Parties' and individually as 'Party';

WHEREAS:

A. PROMOTER, acquired and legally owns or otherwise has legal and valid rights to pool or is otherwise likely to legally acquire land/s for development of this Project of Village BHAVNAGAR Taluka BHAVNAGAR , District BHAVNAGAR

B.

WHEREAS under and by virtue of Registered Sale Deeds, The PROMOTER herein become the absolute owner and possessor of the Non Agricultural land bearing City Survey No: 2878-A aggregating to 819.292 Sq. Mtrs. [hereinafter referred to as the said land]. The Promoter herein proposed to construct a Commercial / Residential / Residential + Commercial building under a project named as “ SAMIP ” on the part land of the said land aggregating to 819.292 Mtrs. [Hereinafter referred to as the said project land]. More particularly described in the **FIRST SCHEDULE** hereunder written;

C. The Promoter has also obtained Commencement Certificate bearing Ref. 158 Dated 30/07/2019 dated for carrying out development, lay out and building plans, elevations, sections and details submitted to it by the Architects of the Promoter for development of the Said Property for construction of residential/ commercial buildings and other facilities from Bhavnagar Municipal Corporation (Approving Authority) permitting the construction/ development of the Project Land which is annexed hereto and marked as **Annexure “A”**;

D. State Level Environment Impact Assessment Authority, Gujarat, vide its letter bearing reference number _____ accorded environmental clearance and the same has been extended vide its letter bearing reference number _____ with respect to the Said Building (as defined hereinafter) subject to the compliance of the specific and the general conditions mentioned therein, if any.

a. The District Collector BHAVNAGAR , - had passed various orders vide which non-agricultural permissions, subject to conditions stated therein were granted having serial no's -

E. Bhavnagar Municipal Corporation has granted permission for carrying out development, lay out and building plans, elevations, sections and details submitted to it by the Architects of the Promoter for development of the Said Property for construction of residential buildings and other facilities, bearing no. 29 Dated: 13/05/2019

F. The Purchaser being desirous of purchasing a commercial/Residential/ unit no _____ in the building known as _____ constructed in **SAMIP** cluster on the portion of the Said Property (hereinafter referred to as the "**Said Building**"), has executed an Agreement for Sale (without possession) dated _____, duly registered with the Sub-Registrar of Assurances at _____ under Registration No. ____ with the Promoter for acquisition of the Unit bearing No. ____ admeasuring _____ sq. meters of carpet area and _____ sq. meters of exclusive area ("**Total Area**") on the ____ floor in the Said Building (hereinafter referred to as the "**Said Unit**") along with _____ Sq.mtrs proportionate right in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and _____ stilt car parking space(s) / **NIL** basement car parking space(s) ("**Car park(s)**") in the basement of the building for a consideration of Rs. _____/- (**Rupees _____ Only**) (hereinafter referred to as the "**Sale Consideration**"). The Said Unit is more particularly described in the **Second Schedule** hereunder written. For the purpose of this Deed, the term "**Cluster**" shall mean and comprise of all buildings similar to the Said Building having certain common areas, facilities and amenities and more specifically mentioned in the **Annexure "B"**;

- G. The Carpet Area of the Said Unit is _____ square meters and Exclusive Areas of the Said Unit is _____ square meters ("Total Area"). For the purposes of this Deed (i) **Carpet Area**" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Unit (ii) **"Exclusive Areas"** means exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Purchaser/s; and other areas appurtenant to the said Unit for exclusive use of the Purchaser/s and (iii) **"Car park"** : _____ stilt / _____ basement parking space(s) situated in the basement/ stilt (**"Car Park(s)"**);
- H. The authenticated copies of the Plan of the Said Unit agreed to be purchased by the Purchaser/s, as sanctioned and approved by BHAVNAGAR MUNICIPAL CORPORATION have been annexed and marked as **Annexure "C"**. The specification to be provided in the Said Unit is hereto annexed and marked as **Annexure "D"**. The Common Areas, Amenities and Facilities appurtenant to the said Unit is hereto annexed and marked as **Annexure "B"**;
- I. On or before execution of the aforesaid Agreement for Sale, the Purchaser has inspected all the title documents and the permissions granted by the concerned local authorities, the layout plans, approved building plans, designs and specifications prepared by Promoter's Architect for the Said Building. The Purchaser is satisfied that the Promoter is entitled to develop the Project and construct Said Building therein and has therefore agreed to purchase the Said Unit;
- J. The Promoter has registered the project (to the extent applicable) under the provisions of the Real Estate (Regulation and Development) Act 2016 (**"Act"**) read with Gujarat Real Estate (Regulation and Development) (Matter Relating to the Real Estate Regulatory Authority) Rules, 2016, and the Deed is in accordance with the Gujarat Real Estate (Regulation and Development) (General), Rules 2017 (**"Rules and Regulations"**) and as the Act and Rules is amended from time to time with the Real Estate Regulatory Authority at Ahmedabad under no. _____. The authenticated copy of the same is attached herewith as **Annexure "E"**;

- K.** The Promoter has now completed the construction of the Said Building and has obtained the Building Use Permission bearing Ref. No. _____ dated _____ with respect to the Said Building. Vide a notice dated _____ the Promoter had intimated the Purchaser that the construction of the Said Unit is complete and the same is ready for use and occupation calling upon the Purchaser to satisfy himself/ herself/ itself/ themselves with regard to the construction of the Said Unit and the fixtures, fittings and other amenities provided in the Said Unit. Also by the aforesaid Notice the Promoter has called upon the Purchaser to sign and execute the sale deed in the form of these presents and take over the possession of the Said Unit;
- L.** The Purchaser before execution of this Deed has satisfied himself/ herself/ itself/ themselves as to the following :-
- (a) The carpet area of the Said Unit.
 - (b) Construction of the Said Building and the Said Unit.
 - (c) The fittings and fixtures installed.
 - (d) Completion and finishing of the Said Unit.
 - (e) The supply of water and electricity.
 - (f) The common facilities and amenities of the Said Building and the Cluster.
- M.** The Promoter has appointed M/s._____, as their Architects and entered into a standard Agreement with them registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- N.** The Promoter has appointed M/s._____, as structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/ buildings;
- O.** The Promoter has sole and exclusive right to sell the Said Unit in the said Building/s to be constructed by the Promoter and to enter into Agreement/s with the Purchaser/s of the Said Unit and receive the Sale Consideration in respect thereof;

- P.** On demand from the Purchaser/s, the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder;
- Q.** The authenticated copy of Certificate of Title issued by attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms 7/12, 8A and Form No. 6 or any other relevant revenue/ city survey/ municipal records showing the nature of the title of the Promoter to the Project Land on which the Unit is constructed have/ has been also been inspected by the Purchaser/s and the Purchaser/s is/ are satisfied in respect thereof (annexed hereto and marked as **Annexure "F"**);
- R.** The authenticated copy of the Layout plan of the Land as proposed by the Promoter is also annexed hereto and marked as **Annexure "F"**; and
- S.** Accordingly, the Parties herein are desirous of recording the terms and conditions on which the Promoter shall sell and convey the Said Unit and the garage/covered parking (if applicable) to the Purchaser and have therefore entered into this Deed on the terms and conditions set out herein:

NOW THEREFORE, THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. Construction

- a) The Promoter shall construct the Building(s)/ Wing(s)/ Names no. ____ consisting of ____ basement and ground/ stilt/ podium and ____ upper floors comprised in the Project Land/ Said Property in accordance with the plans, designs and specifications as approved by BHAVNAGAR MUNICIPAL CORPORATION from time to time. Provided that the Promoter shall obtain prior consent in writing of the Purchaser/s in respect of any major alteration or addition or variations or modifications which may adversely affect the said Unit of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law. Provided further that in case of any major alteration or variation or modification in the layout of the Said Property, the Promoter

shall obtain prior consent in writing of the Purchaser/s in respect of such alteration or addition or variation or modification except any alteration or addition required by any Government authorities or due to change in law.

- b) The Promoter has informed the Purchaser/s and the Purchaser/s hereby confirms and acknowledges that the Project Land is being developed by the Promoter in a segment-wise/ phase-wise manner to be determined by the Promoter in its absolute discretion from time to time. The Purchaser/s further acknowledge/s and confirms that the Promoter may, at any time, vary/ modify the Layout plan except for the Cluster/ Said Property in such manner as the Promoter may deem fit, in its sole discretion. Subject however to the sanction of the concerned authorities, or may undertake any of the aforesaid Cluster/ Said Property if required by the concerned authorities.
- c) It is further understood and agreed by and between the Parties that any further areas that may be developed and/ or facilities and amenities that may be provided, over and above and/ or in addition to the common areas and facilities set out in the Annexure B, may be accessible by the Purchaser only on payment of extra charges as may be decided from time to time by the Promoter / Co-operative Service Society or limited company formed by the Unit Owners. It is further agreed that the Purchaser shall not be entitled to any right in such further areas developed and/ or facilities and amenities provided by the Promoter and the same shall be a property of Promoter.
- d) That the Purchaser confirms that with the execution of this Sale Deed, all the obligations of the Promoter under the Agreement for sale (without possession) dated _____ have been fulfilled in full and stand discharged.

2. Sale Area

- a) In pursuance of payment of the Sale Consideration of Rs. _____ (Rupees _____ Only) by the Purchaser to PROMOTER (the payment and receipt whereof the Promoter hereby admit and acknowledge and of and from the same and every part thereof, do hereby forever acquit, release and discharge the Purchaser), and the Promoter hereby grant, transfer and convey UNTO the Purchaser, BY WAY OF ABSOLUTE SALE, free from all encumbrances, charges and claims of whatsoever nature, the Said Unit of the aforesaid Total area i.e.

Unit bearing No. _____ of the type _____ of carpet area admeasuring _____ sq. meters alongwith exclusive area of the Said Unit _____ sq. meters ("Total Area") on the _____ floor in the Said Building i.e. _____ alongwith _____ Sq.Mtrs proportionate right in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and _____ stilt car parking space(s) / NIL basement car parking space(s) ("Car park(s)") in the basement of the Said Building. The Said Unit is more particularly described in the Second Schedule hereunder written. For the purpose of this Deed, the term "Cluster" shall mean and comprise of all buildings similar to the Said Building having certain common areas, facilities and more specifically mentioned in Annexure -B TO HOLD and TO ENJOY the same and every part thereof unto and to the use of the Purchaser absolutely and forever.

- b) The Parties hereby declare that hereafter the Purchaser shall be the absolute, lawful and true owner of the Said Unit and shall hold and enjoy the Said Unit absolutely and exclusively and enjoy and use the common areas of the Said Building like passage, foyer, terrace, stairs, lifts etc. in common along with all other purchasers/ co-owners.
- c) The specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the Said Unit to be provided by the Promoter in the said Building(s)/Wing(s) and the Said Unit as are set out in **Annexure D**, annexed hereto or its equivalent thereof. The Purchaser/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Promoter and undertakes that the Purchaser/s shall not raise any objection in respect thereof hereafter.
- d) The Carpet Area of the Unit is _____ square meters and the Exclusive Areas of the Unit _____ square meters aggregating to Total Area of _____ square meters. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital H above.

3. **Sale Consideration**

Towards purchase of the absolute rights, title and interest in the Said Unit, the Purchaser has paid PROMOTER the Sale Consideration i.e. a sum of Rs. _____/- (**Rupees _____ Only**) as more specifically set out in **Third Schedule** hereunder written.

4. Taxes

The Total Consideration above excludes Taxes. Taxes includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of Unit. Taxes shall be payable by the Purchaser/s on demand made by the Promoter within 7 (seven) working days, and the Purchaser/s shall indemnify and keep indemnified the Promoter's from and against the same.

For the purpose of this Agreement,

- **"GST"** means and includes any tax imposed on the supply of goods or services or both under GST Law.
- **"GST Law"** shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.
- **"Cess"** shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other Relevant Laws.

5. Tax Deducted at Source

The Purchaser/s is aware that the Purchaser/s has/ have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per section 194IA in the Income Tax Act, 1961 (as amended from time to time). Further, the Purchaser/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

6. Payment of Other Charges

- a) The Purchaser/s shall on or before delivery of possession of the said Unit deposit and keep deposited with the Promoter for the following amounts, which shall be transferred to the service society/ limited company/ federation/ Apex Body:-

Sr. No.	Particulars	Rupees
(i)	Estimate amounts for deposit towards provisional monthly contribution towards outgoings of Society or limited company / federation / Apex Body for ____ months.	
(ii)	Estimate amounts towards ad-hoc corpus fund to be deposited with Promoter/ service provider, as may be directed by the Promoter	
	Total:	

- b) The Purchaser/s shall on demand pay to the Promoter the following amounts:-

Sr.No.	Particulars	Rupees
(i)	Estimate amount for share money, application entrance fee of the society or limited company / federation / Apex Body	
(ii)	Estimate amount for formation and registration of the society or limited company / federation / Apex Body	
(iii)	Estimate amounts for deposit towards water connection charges	
(iv)	Estimate amounts for deposit towards electric connection charges	
(v)	Estimate amounts for deposit towards gas connection charges	
(vi)	Estimate amounts for deposit towards other utility / services charges	
(vii)	Estimate amounts for deposits of electrical receiving and sub-station in the Layout	
(viii)	Estimate amount towards proportionate share of taxes and other charges / levies in respect of the service society or limited company / federation / Apex Body	
(ix)	Estimate amounts towards legal charges for documentation which shall be payable _____	
	Total:	

The Purchaser/s shall on demand pay to the Promoter a sum of Rs. ____/- (Rupees _____ only) towards meeting all legal cost, charges and expenses, including professional costs of Advocates/ Solicitors of the Promoter in connection with formation of the service society/ limited company/ federation/ Apex Body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.

7. Floor Space Index

a) The Promoter hereby declares that the Floor Space Index (“FSI”) available as on date in respect of the Project Land is 1:0 only. In this Project the FSI Consumed as per approved plan is 3581 SQ METER The Promoter may avail Transfer Development Rights (“TDR”) or FSI available on payment of premiums or FSI available as an incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future on modification to Development Control Regulation, which are applicable to the said Project. Pursuant thereto, the Allottee/s hereby specifically agrees and consents that the Promoter shall be entitled to consume the balance FSI in a case if Promoter opts for Revision in Plan before obtaining Building Use Permission or Conveyance of the Project to Association of Allottees. After Conveyance of project to Association of Allottees the promoter hereby declares that the Additional FSI left (If any) or if any Extra FSI is available through any means like Change in DCR or TDR will be in favor of Association of Allottees and Promoter has no rights on it.

8. Completion of Sale & Possession

Simultaneous with the execution of this Deed, PROMOTER has handed over the vacant possession of the Said Unit to the Purchaser and the Purchaser hereby admits and acknowledges the same and has handed over to PROMOTER the possession receipt in respect thereof.

9. Outgoings

- a) The Purchaser/s hereby agree(s) and confirm(s) that till conveyance of the undivided share in the Said Property and/ or Project Land to the service society/ association or apex body/ apex bodies (as the case may be), the Purchaser/s shall continue to pay all the outgoings as imposed by A.M.C and/ or concerned authorities and proportionate charges to the Promoter from time to time. The Purchaser/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s shall pay to the Promoter provisional monthly contribution as determined by the Promoter from time to time. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Promoter to the common organization.
- b) The amounts paid by the Purchaser/s to the PROMOTER as contribution towards the outgoings shall remain with the PROMOTER, till the Organization of the Purchaser/ Association is formed. The said amount or balance, if any, of the aforesaid deposits and advances shall be paid over by PROMOTER to the Service Society/ Organization of the Purchaser/ Association to be formed by the Purchaser.
- c) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative Service Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

10. Defect Liability Period

If the Purchaser/s brings to the notice of the Promoter any structural defect in the Said Unit/ Said Building in which the Said Unit is situated within a period of 5 year as stipulated under the applicable laws from the date of handing over of the Said Unit(s) to the Purchaser/s, any defect on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act and the Rules and Regulations therein. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter. After the execution and registration of this Deed, any damage due to wear and tear of whatsoever nature is caused to thereto save and except the defects as mentioned herein, the Promoter shall not be responsible for the cost of re-instating and/ or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/ her/ its/ their own costs.

11. Foreign Exchange Management Act

The Purchaser clearly and unequivocally confirm/s that in case remittances related to the Sale Consideration and/or all other amounts payable under this Deed for the Said Unit are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Purchaser/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("**FEMA**") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable laws including that of remittance of payments, acquisition/ sale or transfer of immovable property/ies in India and provide to the Promoter with such permission/ approvals/ no objections to enable the Promoter to fulfill its obligations under this Deed. Any implications arising out of any default by the Purchaser/s shall be the sole responsibility of the Purchaser/s. The Promoter accepts no responsibility in this regard and the Purchaser/s shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard.

12. Anti-Money Laundering

- a) The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid by the Purchaser/s under this Deed towards the said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/ are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Anti Money Laundering**").
- b) The Purchaser/s further declare(s) and authorize(s) the Promoter to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/ her/ their/ its knowledge.

13. Association Structure/ Organization of Purchasers

- a) The Promoter, in the manner it shall deem fit, shall form appropriate co-operative service society/ limited company/ body or association of Purchasers (hereinabove and hereinafter referred to as the "**Organization of Purchasers**") which shall formulate the Rules, Regulations and Bye-laws of such Organization of Purchasers of the Purchasers of the units developed on the Said Property and the Purchaser/s shall be admitted to the membership of such Organization of Purchasers. The Purchaser along with other Purchaser(s)s of the units in the building shall join in forming and registering the Service Society or Association or a Limited Company for the purpose of maintenance, management and administration of the building, to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Service Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Service Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organization of Purchaser. No Objection shall be taken

by the Purchaser if any, changes or modification are made in the draft bye-laws, or the memorandum and/ or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent Authority. The Purchaser/s shall on demand pay to the Promoter a sum of INR ____/- (Rupees _____ only) towards meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Promoter in connection with formation of the society / limited company / federation / Apex Body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance. Every member/Allottee shall be a member of Society/Association of Allottees and must follow the rules and regulation formed by the same.

- b) Except Car Park(s) allotted by the Promoter in accordance to this Deed, the Purchaser/s agree(s) and confirm(s) that all open car parking space(s) will be dealt with in accordance with the relevant laws. The Purchaser/s hereby declares and confirms that except for the Car Park(s) allotted by the Promoter, the Purchaser/s do/es not require any parking space/s including open car parking space(s) and accordingly the Purchaser/s waives his/ her/ its/ their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project vested in the him/ her/ it/ them as of date and/or any such right, title, interest accruing even at a future date. The Purchaser/s further agree(s) and undertake(s) that it shall have no concerns towards the identification and allotment/ allocation of parking space(s) done by Promoter/ association / Apex Body, at any time and shall not challenge the same anytime in future. The Purchaser/s agree(s) and acknowledge(s) that Promoter/the association/Apex Body shall deal with the parking space(s) in the manner association / Apex Body deems fit, subject to the terms of bye-laws and constitutional documents of the association/ Apex Body/ the relevant laws.

The Promoter acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Total Consideration.

- c) After the execution and registration of this Deed, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the Said Unit) of outgoings in respect of the land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and building/s.
- d) Until the Service Society or Section 8 Company is formed, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s shall pay to the Promoter provisional monthly contribution of Rs. _____/- (Rupees _____ Only) per month towards the maintenance charges. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter until the same transferred to the society or the association of the limited company as aforesaid.
- e) In the event of the Organization of Purchasers being formed and in the event of Purchaser being admitted as a member of the Organization of Purchasers before the sale of all the premises in the Said Building or Buildings the powers and authorities of the Organization of Purchasers of the premises in the Said Buildings shall be subject to the overall control of the Promoter in respect of any of the matter concerning the Said Building. The Promoter shall have absolute authority and control as regards the disposal of the unsold premises, and all the Purchasers of such premises shall be admitted as member of the Organization of Purchasers with the same rights, same benefits and subject to same obligation as the Purchaser and the other members of the Organization of Purchasers may be entitled/ liable to any reservation of condition whatsoever and the Purchaser hereby agrees to give consent to admit such Purchaser/s as the members of the Organization of Purchasers without raising any objection whatsoever and without demanding any additional amounts except share money. Further Promoter may become a member of the association/ society/ apex body to the extent of the unsold/ unallotted unit/ covered car parking space in the Said Building.

- f) For the purpose of managing the buildings developed on the Said Property, the Promoter shall be entitled in its absolute discretion to nominate or appoint any person, firm or body corporate body, organization or any other person (**"Operation & Management Company"**) that shall perform such functions as are required to effectively manage and maintain these buildings and the common areas and amenities. The Purchaser shall pay to the Promoter/ Operation & Management Company appointed by the Promoter/ Organization of Purchasers the proportionate share of the outgoings payable by the Purchaser under this Deed or any such outgoings applicable to the Purchaser by virtue of any law for the time being in force or any notifications, order, rule or notice of any competent authority It is hereby clearly clarified, agreed and understood that the Operation & Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body/ apex bodies. The Purchaser/s hereby grants his/ her/ their/ its consent confirming such agreement/ contract/ arrangement that the Promoter has or may have to enter into with the Operation & Management Company. It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association/ apex body/ apex bodies for any act, deed, matter or thing committed or omitted to be done by the Operation & Management Company in the due course of such maintenance, management and control of the Building and/ or common areas, amenities and facilities thereto.
- g) At the time of registration of conveyance or Lease of the Project Land, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the Apex Body or Federation on such conveyance or lease or any document or instruments of transfer in respect of the structure of the Project Land to be executed in favor of the Apex Body or Federation.

14. Operation & Management Company

The Promoter has formed _____ Co-Operative Service Society/Maintenance Body for the common object and purposes of the Project, and to run, operate, maintain, manage, deal with and attend to common amenities and facilities of Project. The Allottee will join in such Co-operative Service Society/Maintenance Body by purchasing _____ shares of Rs. _____ each and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for becoming a member of the Co-operative Service Society/Maintenance Body and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee. All the rules, regulations and decisions of such Co-operative Service Society/Maintenance Body will be binding to the Allottee and Allottee shall honor, observe, perform, do and act in accordance therewith. The Allottee shall regularly pay the common expenses and maintenance charges every month as well as any lump sum amount or deposit as may be decided by the Co-operative Service Society/Maintenance Body for operation and maintenance of common facilities and amenities of the Project.

Also, in addition to the "Sale Consideration" mentioned hereinabove, the Allottee has also paid the following amounts by way of charges or deposits:

Sr. No.	Purpose	Amount
1	Lump Sum Maintenance Deposit	Rs.
2	Monthly Recurring Maintenance Charges	Rs.

The Allottee shall also bear any GST or any tax payable on the abovementioned amounts. The abovementioned Maintenance deposit shall be transferred by the _____ Promoter in the name of applicable Co-operative Service Society/Maintenance Body as and when they are formed and functional. The Promoter shall maintain the Project until the Co-operative Service Society/Maintenance Body are formed and all the units _____ are sold and conveyed. The Promoter shall not pay any interest on the aforesaid amounts. The Recurring Maintenance charges collected for the Project will be utilized for the maintenance of common amenities and up-keep of common areas and

facilities of the Project. Surplus if any will be transferred to applicable Co-operative Service Society without any interest, as and when formed and functional. The deficit if any shall be made good by the Allottee as may be demanded by the Promoter.

15. House Rules

- a) The lobbies, entrances and stairways of the Said Building shall not be obstructed or used for any purpose other than ingress to and egress from the Said Unit.
- b) No Purchaser/s shall make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other Purchaser /s. No Purchaser/s shall use any loud speaker in the Said Unit if the same shall disturb or annoy other occupants of the Project.
- c) No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the Said Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter/ Organization of Purchaser/s.
- d) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or outer side of the Said Building except as has been approved by the Promoter/ Organization of Purchaser /s.
- e) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Project except such, as shall have been approved by the Promoter/ Organization of Purchaser/s, nor shall anything be projected out of any window of the project without similar approval.
- f) Water-closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Purchaser/s in whose unit it shall have been caused.

- g) No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- h) No television aerial shall be attached to or hung from the exterior of the Said Unit.
- i) Garbage and refuse from the Said Unit shall be deposited in such place only in the Project and at such time and in such manner as the Maintenance Body/ Promoter/ Organization of Purchaser/s may direct.
- j) No vehicle belonging to a Purchaser/s or to a member of the family or guest, tenant or employee of the Purchaser/s shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project another vehicle.
- k) These house rules may be added to, amended or repealed at any time by the Promoter/ Organization of Purchaser /s.

16. Fit out Manual

- a) The Purchaser/s agree(s) and undertake(s) that on receipt of possession, the Purchaser/s shall carry out any fit-out/ interior work strictly, in accordance, with the rules and regulations framed by the Promoter/ association/ apex body/ apex bodies/ society ("**Fit-Out Manual**") and without causing any disturbance, to the other purchasers of premises/ units in the Said Building. The Fit-Out Manual has been shared at the time of handing over possession of the Said Unit along with the execution and registration of this Deed. Without prejudice to the aforesaid, if the Purchaser/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Said Unit or the Said Building, the Promoter shall be entitled to call upon the Purchaser/s to rectify the same and to restore the Said Unit and/or Said Building to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Purchaser/s does not rectify the breach within the such period of 30 (thirty) days, the Promoter may carry out necessary rectification/ restoration to the Said Unit or the Said Building (on behalf of the Purchaser/s) and all such costs/ charges and expenses incurred by the Promoter shall be reimbursed by the Purchaser/s. If the Purchaser/s fail(s) to reimburse to the

Promoter any such costs/ charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the Said Unit. The Purchaser/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Said Unit or the Building(s)/ Wing(s) and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs/ charges and expenses incurred by it for rectification/restoration to the Said Unit or the Building(s)/ Wing(s).

- b) After the execution and registration of this Deed, the Said Unit being delivered to the Purchaser/s, shall be deemed to have granted a license to the Promoter, its engineers, workmen, labourers or architects to enter upon the Said Unit by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Said Building or if necessary any part of the Said Unit provided the Said Unit is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or commission of the Purchaser/s or his agents and the Purchaser/s shall reimburse and/or pay to the Promoter or any other person the loss or damage suffered by them on account of the act of the Purchaser/s or his agents. The Promoter shall not be liable for any theft or loss or inconvenience caused to the Purchaser/s on account of entry to the Said Unit as aforesaid. If the Said Unit is closed and in the opinion of the Promoter any rectification or restoration is necessary in the interest of the Said Building and/or purchasers therein, the Purchaser/s consent(s) to the Promoter to break open the lock on the main door/entrance of the Said Unit and the Promoter shall not be liable for any loss, theft or inconvenience caused to the Purchaser/s on account of such entry into the Said Unit.

17. Representations and Warranties of the Promoter

The Promoter hereby represents and warrants to the Purchaser/s to the best of its knowledge as on date as follows:

- a) The Promoter have a clear and marketable title with respect to the Project Land; as declared in the title report and has the

requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;

- b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- c) There are no encumbrances upon the Said Unit or Project Land or the Project except those disclosed in the title report, if any;
- d) There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report;
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said Building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with the applicable laws in relation to the Project, Project Land, Building/wing and common areas;
- f) The Promoter has the right to enter into this Deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Project and the Said Unit which will, in any manner, adversely affects the rights of Purchaser/s under this Deed;
- h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Unit to the Purchaser/s in the manner contemplated in this Deed;

- i) At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Purchaser/s;
- j) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities;
- k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Property) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the title report.
- l) The amounts paid by the Purchaser/s to the Promoter as contribution towards the outgoings shall remain with the Promoter, till the Organization of the Purchaser/s is formed. The said amount or balance, if any, of the aforesaid deposits and advances shall be paid over by Promoter to the Organization of Purchaser/s to be formed by the Purchaser/s.
- m) The Promoter hereby confirm that prior to the implementation of the Act, the Promoter have adhered to all the applicable local laws and relevant other laws towards the Project.
- n) The Promoter hereby also confirms that he/she will provide possession to the PURCHASER Within 15 days of obtaining Building use permission or from the date of signing this deed whichever is later.

18. It is clearly understood and agreed by the Parties that –

The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Purchaser/s and/ or users of premises/ units in the Building(s)/ Wing(s) being constructed on the Project Land (present and future) at all times and the right of access to the Project Land for the purpose of installing, repairing,

maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every building to be constructed on the Project Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of premises/ units in building constructed on the Project Land till such time the Land is handed over to the association / society / condominium /limited company/ apex body/ apex bodies.

19. Brand Name & Project Name

- a) It is agreed by the Purchaser/s that the name of the Project “ SAMIP ” or of the individual towers may be changed at the sole discretion of the Promoter in accordance with relevant law.

20. Representations by Third Parties

The Purchaser/s acknowledge(s), agree(s) and undertake(s) that the Purchaser shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/ offer(s) made by any third party to the Purchaser/s nor make any claims/ demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.

21. Obligations, Covenants, Representations of Purchaser/s

The Purchaser/s or himself/ themselves with intention to bring all persons into whosoever hands the Said Unit may come, hereby covenants, represents with the Promoter as follows :-

- (i) The Purchaser/s shall use the Said Unit or any part thereof or permit the same to be used only for purpose of residence and shall not use any other purposes(s) whatsoever.
- (ii) The Purchaser/s shall use the allotted parking space only for purpose of keeping or parking his/ her/ their/ its vehicle. Not to keep in the parking space anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of

any person or blocking by putting any articles therein shall not be permitted. Not to park car on the pathway or open spaces of the Project or at any other place except the space allotted to him and shall use the pathways as would be decided by the Promoter/ Organization of Purchasers;

- (iii) the Purchaser/s shall not protest, object to or obstruct the execution of the construction work nor the Purchaser/s shall be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/ her/ it/ them or any other person/s, for any inconvenience, hardship, disturbance or nuisance caused to the Purchaser/s during the construction of the Project by the Promoter;
- (iv) not to interfere with the rights of the Promoter to construct at such locations, as it may from time to time decide, any additional buildings/ structures, sub-stations for electricity or office for management of the new building/s and build underground and overhead tanks structures for watchman cabin toilet units for domestic servants/ watchmen, septic tank, soak pits and other structures the locations of which are not particularly marked or shown in the building plans or Layout plans and laying through or under or over the ground or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any of the Buildings and other structures which are to be developed and constructed by the Promoter, and raise any dispute in the Court by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise;
- (v) not to raise any requisition for further documents or objection to the title and/ or the rights of the Promoter in relation to the Project Land on any ground whatsoever; -
- (vi) Pay proportionate or full amount as the case may be towards deposit, services charges, supervision charges and any other such statutory demand from the government authorities for providing electrical power, energy meters, water connection, sewerage and drainage connection etc. as applicable, in addition to the agreed consideration of the said Unit;

- (vii) Pay to the Promoter share money, society admission fee, proportionate share of taxes, cess, Electricity charges, AMC charges, statutory dues etc. on actuals and the legal charges within seven days of demand thereof by the Promoter
- (viii) Confirm/declare that he/ she has agreed to purchase the Said Unit after due verification of all the relevant aspects and has satisfied himself/ herself in this regard.
- (ix) To maintain the Said Unit at the Purchaser/s's own cost in good and tenantable repair and condition from the date that of possession of the Said Unit is taken and shall not do or suffer to be done anything in or to the Said Building in which the Said Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Said building in which the Said Unit is situated and the Said Unit itself or any part thereof without the consent of the local authorities, if required;
- (x) The Purchaser/s agrees and undertakes to maintain and not to do anything which has the effect of affecting the structural stability of the Said Building and also not to store or bring and allow to be stored and brought in the Said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Said Building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner. The Purchaser/s shall not do or cause anything to be done in or around the Said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Said Unit or adjacent to the Said Unit. The Purchaser/s shall not make in the Said Unit any structural additions and/ or alterations to the beams, columns, partition walls, shear walls, etc. or improvements of a permanent nature. If the Purchaser/s demolishes, punctures, and/or in any other way alters the existing walls and/ or add or in any way put up a new concrete or masonry structure/ partition in the Said Unit, since the building structure is not designed to take such load the stability of the Said Building will be endangered. The Purchaser/s further indemnifies the Promoter that in the event of happening of any of the events as mentioned above, the Purchaser/s would be solely responsible for the same;

- (xi) To carry out at his own cost all internal repairs to the Said Unit and maintain the Said Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the Said Building in which the Said Unit is situated which may be contrary to the rules and regulations and bye-laws of the society/ concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (xii) Not to demolish or cause to be demolished the Said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the Said Building in which the Said Unit is situated and shall keep the portion sewers, drains and pipes in the Said Unit 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 Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Said Unit without the prior written permission of the Promoter and/or the Society or the Limited Company;
- (xiii) 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 Said building in which the Said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (xiv) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Unit in the compound or any portion of the Project Land and the Said Building in which the Said Unit is situated;
- (xv) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Said building in which the Said Unit is situated;

- (xvi) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said Unit by the Purchaser/s for any purposes other than for purpose for which it is sold;
- (xvii) The Purchaser/s shall observe and perform all the rules and regulations which the society or the limited company or apex body or federation 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 units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company/apex body/federation regarding the occupancy and use of the Said Unit in the Said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Deed;
- (xviii) The Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and other at all reasonable times, to enter into and upon the Project Land and Said Building or any part thereof to view and examine the state and condition thereof;
- (xix) The Purchaser/s agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Said Unit and/ or Car Park(s) by concerned authorities due to non-payment by the Purchaser/s or any other unit Purchaser/s of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments'
- (xx) The Purchaser shall be entitled to attendant rights of ownership, possession, enjoyment of the Said Unit and shall be entitled to deal with or dispose of the same as the Purchaser deems fit without any interference, obstruction or hindrance from the other parties or anyone claiming under, through or in trust from him, subject to the terms and conditions contained in this Deed

and the Agreement for sale and the Bye-laws, Rules and Regulations as may be framed by the Organization of Purchasers, however, the proportionate undivided share of the Purchaser in the land beneath the superstructure (excluding the Said Unit) shall always remain indivisible and impartible;

- (xxi) The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to similar rights) shall be entitled to use the staircases, passages, lifts and common areas in the Said Building for ingress and egress at all times and for all purposes;
- (xxii) The Purchaser shall be entitled to the subjacent, lateral, vertical and horizontal support for the Said Unit from the other parts of the Said Building;
- (xxiii) The Purchaser shall be entitled to transfer/ sell, convey, mortgage, change or in any way encumber or deal with or dispose of or to assign, underlet or part with its interest under or benefit or any part thereof in the Said Unit. Provided however, that the Purchaser and any other person to whom the Said Unit is subsequently transferred, assigned or given possession with the permission of the Promoter/ Organization of the Purchasers shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the Organization of the Purchasers may require for safeguarding the interest of the Said Building and its occupiers;
- (xxiv) The Purchaser/s acknowledges that Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Purchaser/s and/ or users of premises/ units in the Building(s)/ Wing(s) being constructed on the Project Land (present and future) at all times and the right of access to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Land and if necessary to connect the drains, pipes,

cables etc. under, over or along the Project Land appurtenant to each and every building to be constructed on the Project Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of premises/units in building constructed on the Project Land till such time the Land is handed over to the association / society / condominium /limited company/ apex body/ apex bodies;

- (xxv) With respect to maintenance of the Said Building, Cluster and the Project, the Promoter shall not be responsible for any consequences or liability on account of failure, negligence, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire equipment's, fire protection systems, their supporting equipment's pollution control and other general safety equipment's related facilities and service maintenance contracts, certificates, licenses, permits, permissions, and insurance. The Purchaser shall ensure that periodical inspections of all such equipment's and facilities are made by them so as to ensure proper functioning of all such equipment's;
- (xxvi) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of premises/ units in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- (xxvii) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Said Unit/s in the Said Building, without the prior written permission of the Promoter/association/concerned authorities;
- (xxviii) Upon the execution and registration of this Deed, the Purchaser/s may insure the Said Unit from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter;

(xxix) be responsible for getting his/her/its/their name mutated in the records of the appropriate authority with respect to the Said Unit and shall not hold the Promoter/ Land Owners liable/responsible to mutate his name with respect to the Said Unit; and

(xxx) reciprocate and recognize rights of other owners/ occupiers of the Said Building in the common areas of the Said Building and the land underneath the superstructure, common owners in the Cluster and Project.

22. Rights of the Promoter (as the case maybe)

a) The Promoter has obtained the occupation certificate (OC)/completion certificate (CC) dated _____ bearing no. _____.

The Promoter hereby confirms that he/ it had observed, performed and complied with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter.

b) Retention: The Promoter may, either by itself and/or its nominees/ associates/ affiliates also retain some portion / units/ Units in the Project which may be subject to different terms of use, including as a guest house/ corporate Units, as may be permissible under the applicable laws and the sanctions granted and the Purchaser/s give/s his/ her/ their/ its unequivocal consent for the aforesaid.

c) Unsold Unit:

(i) All unsold and/or unallotted premises/ units, areas and spaces in the Said Building, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Said Building / Project Land/ Project shall always belong to and remain as the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/ or unallotted premises/ units and shall be entitled to enter upon the Project Land and the Said Building and the Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.

- (ii) The Promoter shall without any reference to the Purchaser/s, association / apex body / apex bodies/ society, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted premises/ units and spaces therein, as it deems fit. The Promoter shall be entitled to enter in separate agreements with the purchasers of different premises/ units in the Said Building / Cluster/ Project on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the association / apex body / apex bodies/ society. The Purchaser/s and / or the association / apex body / apex bodies shall not claim any reduction in the Sale Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Promoter shall be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / apex body / apex bodies.
- d) Basement/ Podiums: The Purchaser/s hereby consents to the Promoter dividing the basement into car parking spaces, store rooms, storage spaces and any other areas as may be decided by the Promoter. The Promoter shall be entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the Said Property/ Said Building to the extent permissible under the relevant laws.
- e) Assignment: The Promoter may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Project in accordance with applicable laws. On such transfer, the assignee or transferee of the Promoter shall be bound by the terms and conditions herein contained.
- f) Additional Construction: The Purchaser hereby consents that the Promoter shall be entitled to construct any additional area/ structures in the Project as the Promoter may deem fit and proper and the Promoter shall, at its sole discretion, deal with

and/or dispose of the same without any reference to the Purchaser/s and/or the association / apex body / apex bodies/ society, upon its formation/registration, as the case may be, in accordance with the terms of the applicable laws and the Purchaser/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Promoter until the complete optimization of the Project as per the sanctioned Layout plans.

- g) **Mortgage & Security:** The Promoter if it so desires shall be entitled to create security on the Project Land together with the building/s being constructed thereon (including the Building) by availing loans/ financial assistance/ credit facilities from banks/ financial institutions, against securities thereof, save and except the Said Unit conveyed hereunder. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Said Unit. The Purchaser/s hereby gives express consent to the Promoter to raise such financial facilities against security of the Project Land together with the building(s) being constructed thereon (including the Building) and mortgage the same with banks/ financial institutions as aforesaid, save and except the Said Unit agreed to be transferred hereunder.

23. General Representation and Warranties

Each Party represents and warrants to the other that:

- i) it has power to execute, deliver and perform its obligations under this Deed and all necessary corporate, shareholder and/or any other required sanction has been taken to authorize such execution, delivery and performance;
- ii) this Deed constitutes valid and binding obligation, enforceable in accordance with its terms; and
- iii) the execution, delivery and performance of its obligations under this Deed does not and will not:
 - a) contravene any law, regulation or order of any Governmental or other official body or agency or any judgment or decree of any court having jurisdiction over it; or
 - b) conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.

- iv) All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder ("Act") and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said applications form / allotment letter / sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

24. Possession of the Said Unit

The Purchaser, before execution of this Deed, has verified and satisfied himself/ herself/ itself/ themselves as to the completion of all the work in the Said Unit and its fitness for occupation and the Purchaser has no claims against the Land Owners, the Promoter in respect of the Said Unit including the following:

- a) Correctness of the area of the Said Unit.
- b) Specifications and amenities provided in the Said Unit.
- c) Quality of construction of the Said Unit and the Said Building.
- d) Electrification, Plumbing etc., in the Said Unit and in the Said Building.
- e) Facilities and services provided in the Said Unit and in the Cluster or the Project.

25. Appointment of vendors for internet and cable facility

The Promoter has informed the Purchaser/s is/are aware & agree that in order to provide a common and better quality service the Promoter shall decide on the specifications and vendors for providing T.V./ Internet – Cable and dish antennae network in the Building and other buildings constructed / to be constructed upon the Project Land. The aforesaid rights are retained by the Promoter to itself permanently and the Promoter shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Promoter may determine save and unless the Promoter relinquish the said rights. The consideration received for such assignment shall belong to the Promoter alone. In view thereof, the Purchaser/s and /or other occupants of premises/ units in the Building shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities

from the Promoter or the assignee(s) of the Promoter save and except in case of relinquishment as aforesaid. The Purchaser/s and/or occupants of premises/ units in the Building and/or the association / apex body / apex bodies shall pay the charges (including deposits) as may be charged by the Promoter and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Promoter and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto.

26. Provisions of this Deed applicable to the Purchaser/s / subsequent Purchaser/s

In the event of the Said Unit being transferred by the Purchaser to a third party, any such transferees shall also observe all the conditions contained herein which are intended to preserve the homogeneity and purpose of the Project including, and suitable clauses to this effect shall be incorporated by the Purchaser in the document conveying the Said Unit to such transferee/s.

27. Method of calculation of proportionate share wherever referred to in the Deed

Wherever in this Deed it is stipulated that the Purchaser/s has to make any payment, in common with other purchaser/s in the Project, the same shall be in proportion to the Carpet Area of the Said Unit to the carpet area of all the units in the Project.

28. Place of execution

The execution of this Deed shall be complete only upon its execution by the Purchaser/s and the Promoter through its authorized signatory of the Promoter at the Promoter's Office and simultaneously with the execution the said Deed shall be registered at the office of the Sub-Registrar and this Deed shall be deemed to have been executed at _____.

29. Notices

Any notice, demand or other communication including but not limited to the Purchaser's default Notice to be served under this Deed may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

To the Purchaser:

Name:

Address:

Notified E-mail ID:

To the Promoter:

Name:

Address:

Notified E-mail ID:

It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post / Speed Post / Courier failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.

In case of more than one Purchaser/s, default notice, letters, receipts, demand notices, all communications to be served and conducted under this Deed may be served upon to the first mentioned Purchaser/s onto the above mentioned address or any address later notified by the first mentioned Purchaser/s and the same shall be a sufficient proof of receipt of Default notice, letters, receipts, demand notices and other communication by all the Purchaser/s and the same shall fully and effectively discharge the Promoter of its obligation in this regard.

In case of change of address of the Purchaser/s, the same shall be informed to the Promoter well in advance by the Purchaser/s.

30. Further covenants of the Purchaser/s

- a) fully satisfied himself/ herself/ themselves as to the title of the Land Owners and their right in respect of the Said Property.
- b) inspected the plan sanctioned by the authorities concerned in respect of the Said Building and the Said Unit constructed by the Promoter and agreed not to raise any objection with regard thereto.
- c) satisfied himself about the project layout and the future sanctions to be obtained and the future constructions to be made by the Land Owners or the Promoter on the Said Property.
- d) verified the location and site of the Said Unit including the egress and ingress thereof and also the area of the Said Unit and agreed not to dispute the same.

- e) acknowledged that the right of the Purchaser shall remain restricted to the Said Unit as set out in clause 2(a) above.
- f) satisfied himself as to the carpet area, built up area and the super built-up area in relation of the Said Unit and also the common parts/ portions, along with the common facilities and amenities, which would be common for all the residents/ occupants of the various units comprised in the Said Building and the Cluster and had agreed not to challenge or dispute the same in any manner whatsoever or however.
- g) Satisfied himself as to the construction and structural stability of the Said Building and the Said Unit, the fittings and the fixtures installed, completion and finishing of the Said Unit, car parking facility, supply of water and electricity.
- h) This Deed contains the entire agreement between the Parties in respect of the subject matter of this Deed. In case of any contradiction between the provisions of any earlier agreement/ deed including the Agreement For Sale (without possession) dated _____ and any other agreement executed between the Purchaser and the Promoter its nominees, the provisions of this Deed shall prevail. The Purchaser hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained/ given in any advertisement or brochure by the Promoter or PROMOTER and/ or their respective agents to the Purchaser other than such terms, conditions and provisions as are contained or incorporated in this Deed shall be deemed to form part of this Deed or to have induced the Purchaser to enter into this Deed.
- i) No failure or delay by the Promoter in exercising any right or remedy provided by law under or pursuant to this Deed shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- j) The Said Property is located in area of _____ and is not declared as a disturbed area under the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from Premises in Disturbed Area Act, 1991 and therefore, no prior permission of the Collector of

_____ for the transfer of the Said Property is required to be obtained for this Deed.

- k) The Purchaser shall present this Deed in original (duly stamped) at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Land Owners, Promoter, their constituted attorneys respectively will attend such office and admit execution thereof by them respectively. The Purchaser shall intimate separately the Land Owners, Promoter in writing as soon as the Deed is presented for registration giving the Land Owners, Promoter and PROMOTER sufficient time to admit execution on their respective behalf. The Land Owners, Promoter shall not be liable or responsible if the Purchaser fails to present this Deed for registration and the Purchaser alone shall be liable for the consequences arising from such default on the part of the Purchaser and shall keep the Land Owners, Promoter indemnified against breach of this condition by the Purchaser. It is expressly agreed by the Purchaser that whether this Deed is registered or not the terms, conditions, provisions and covenants herein contained shall be binding on the Purchaser and the rights duties and obligations of the Purchaser hereto shall be as provided in this Deed.
- l) The original deed of sale shall be handed over by the Promoter to the Purchaser or to any person as directed by the Purchaser. The stamp duty, registration charges, Legal/Advocate Charges (and all penalties, fines, levies and impositions thereon whatsoever) of and incidental to this Deed shall be borne and paid by the Purchaser alone. It is agreed that the Purchaser shall have this Deed stamped as required by law at his/her/its/ their own costs before execution by the Parties.

31. Dispute Resolution

In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. Governing Law

That the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force and the Bhavnagar courts will have the jurisdiction for this Deed. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject

to the provisions of Real Estate (Regulation and Development) Act, 2016 ("**Act**") and the Rules and Regulations made thereunder ("**Rules and Regulations**") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect

33. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

(34) The Promoter shall not have any claim over FSI And terrace after building use permission has been obtained. Such Rights If any will be enclosed by the society of buyer

Photograph of the Said Unit

(Unit No __, Block No __ of scheme "Inspire Business Park")

Commercial Unit bearing No. ____ admeasuring ____ sq. meters of carpet area and _____ sq. meters of exclusive area ("**Total Area**") on the ____th floor in the building known as _____ along with _____ sq. meters proportionate right in common areas, amenities and facilities of the Said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and _____ stilt/ covered car parking space(s) / NIL basement car parking space(s) in the basement of the Said Building and common facilities in the Cluster, constructed on Survey No. _____ within the limits of the Village: _____, Taluka: _____ & District BHAVNAGAR

The Land Owners

Purchaser/s

(Company Name)

1. _____

2. _____

3. _____

Photograph of the Said Building

Commercial Unit bearing No. ____ admeasuring ____ sq. meters of carpet area and ____ sq. meters of exclusive area ("**Total Area**") on the ____th floor in the building known as ____ alongwith ____ sq. meters proportionate right in common areas, amenities and facilities of the Said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and ____ stilt/ covered car parking space(s) / NIL basement car parking space(s) in the basement of the Said Building and common facilities in the Cluster, constructed on Survey No. ____ within the limits of the Village: _____, Taluka: _____ & District BHAVNAGAR

The Land Owners

Purchaser/s

(Company name)

1. _____

2. _____

3. _____

FIRST SCHEDULE

(Description of the free hold land – Said Property)

All those pieces and parcels of land bearing City Survey No. 2878-A situate, lying and being at Village: bhavnagar , Taluka: Bhavnagar District: BHAVNAGAR in the Registration District and Sub District of BHAVNAGAR

SECOND SCHEDULE

(Particulars of the Said Unit)

Commercial Unit bearing No. _____ admeasuring _____ sq. meters of carpet area and _____ sq. meters of exclusive area (**“Total Area”**) on the _____th floor in the building known as _____ along with _____ sq. meters proportionate right in common areas, amenities and facilities of the Said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and _____ stilt/ covered car parking space(s) / NIL basement car parking space(s) in the basement of the Said Building and common facilities in the Cluster, constructed on city survey no 2878-A situate, lying and being at Village: bhavnagar , Taluka: bhavnagar District: BHAVNAGAR in the Registration District and Sub District of BHAVNAGAR and bounded as follows:

East-

West-

North-

South-

THIRD SCHEDULE

(Details of payment of Sale Consideration)

IN WITNESS WHEREOF the parties hereto have hereunto set the
subscribed their respective hands and seal the day month and
year first hereinabove written.

SIGNED SEALED AND DELIVERED by the
within named **(Siddhi vinayak
Buildcon)** by and
through

its Authorised

Signatories

Mr.

Mr.

In the presence of :

1. _____

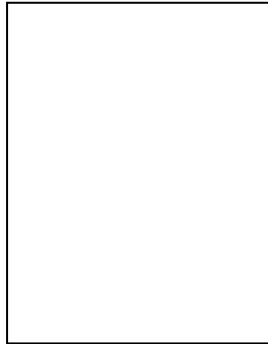
2. _____

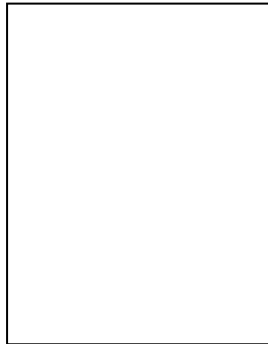
**SCHEDULE AS PER SEC:-32 (A) OF THE REGISTRATION ACT, 1908 THE PROMOTER'S SIGNATURE,
PHOTOGRAPH & THUMB IMPRESSION**

PROMOTER

PHOTO

THUMBMARK





SIDDHI VINAYAK BUILDCON

By Its Authorised Signatories

×

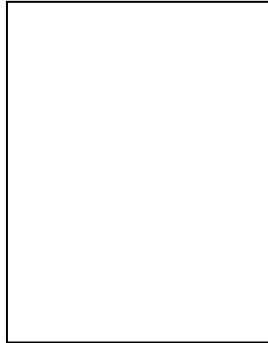
Purchaser/s

PHOTO

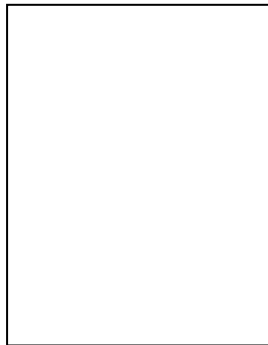
THUMB MARK

**(Use Left Hand &
Black Ink Only)**

1. _____



2. _____



×

ANNEXURE “A”

(Copy of approvals, commencement certificate)

×

ANNEXURE “B”

(Description of the common areas, amenities and facilities)

×

ANNEXURE “C”

(Authenticated Copies of the layout plan of the Said Unit)

×

ANNEXURE “D”

(Description of the fixtures, fittings, amenities to be provided in the Said Unit
and the Said Building)

×

ANNEXURE “E”

(Copy of Registration Certificate obtain from Real Estate Regulatory Authority)

×

ANNEXURE “F”

(Title Report/ certificate/ layout plan)