

## **SALE DEED**

### **FIRST PARTY**

#### **THE VENDOR**

**SWASTIK EMINENCE DEVELOPERS**, a partnership firm [PAN NO.:.....], having its registered office at C-201, Dhananjay Towers, Satellite, Ahmedabad-380015, through its authorised signatory, \_\_\_\_\_ aged Adult, Occupation business, presently residing at \_\_\_\_\_. (Hereinafter in this Sale Deed referred to as the **"THE OWNER"** and/or **"THE DEVELOPER"** and/or **"THE VENDOR"** (which expression shall unless it be repugnant to the context meaning thereof be deemed to its successors and assigns) of the **FIRST PART**.

### **SECOND PARTY**

#### **THE PURCHASER :-**

\_\_\_\_\_  
[PAN NO. \_\_\_\_\_], Aged about \_\_\_\_\_years, Religion:-Hindu, presently residing at \_\_\_\_\_.

(Hereinafter in this Sale Deed referred to as the **"SECOND PARTY"** or **"the PURCHASER"**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said **PURCHASER**, her 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) WHEREAS the VENDOR herein is absolute owner-occupier and is seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces or parcels of non-agricultural land bearing Final Plot no. 147 admeasuring 2003 Sq. Mtrs (allotted in lieu of Revenue Block 689 (Old Survey No. 559) admeasuring 3339) forming part of Draft Town Planning Scheme No. 3 (Ghuma) situate, lying and being at Moje - Ghuma, Taluka Daskroi District Ahmedabad in the Registration Sub-District Ahmedabad-9 (Bopal) (hereinafter in this Sale Deed collectively referred to as the said "**Project Land**") and in the revenue record the said lands stands in the name of the VENDOR herein and the details are more particularly described in **SCHEDULE-I** hereunder written.
- (B) That, (1) Sunilkumar Ratubhai Ratda (Having 35% Share), (2) Swikar Shailendrabhai Patel (Having 20% Share), (3) Govindbhai Dudabhai Balva (Having 20% Share) & (4) Babubhai Prabhuvabhai alias Prabhudas Patel (Having 25% Share) has purchased the said Project Land from its previous owners being (1) Hinal Chaturbhai Patel, (2) Deval Jay Patel & (3) Bhoomi Hinal Patel vide a Sale deed dated 16-03-2015 registered before the Sub Registrar of Ahmedabad-14 (Daskroi) at serial no. 546 on 16-02-2015. That thereafter, Riturajsinh Kailashsinh Gadhvi has purchased the said Project Land paiki undivided 35% paiki 25% land from its previous owner being Sunilkumar Ratubhai Ratda vide a Sale deed dated 06-08-2015 registered before the Sub Registrar of Ahmedabad-9 (Bopal) at serial no. 5123 on 06-08-2015. Upon such Sale Deeds, (1) Sunilkumar Ratubhai Ratda (Having 10% Share), (2) Swikar Shailendrabhai Patel (Having 20% Share), (3) Govindbhai Dudabhai Balva (Having 20% Share) (4) Babubhai Prabhuvabhai alias Prabhudas Patel (Having 25% Share) & (5) Riturajsinh Kailashsinh Gadhvi (Having

25% Share) became owners of said project land.

- (C) That thereafter, owners of said project land namely (1) Sunilkumar Ratubhai Ratda (Having 35% Share), (2) Swikar Shailendrabhai Patel (Having 20% Share), (3) Govindbhai Dudabhai Balva (Having 20% Share) & (4) Babubhai Prabhuvabhai alias Prabhudas Patel (Having 25% Share) & others decided to establish a partnership firm namely "SWASTIK EMINENCE DEVELOPRES" and executed a Partnership Deed on 02-01-2019 which was registered before the Sub Registrar of Ahmedabad-9 (Bopal) at serial no. 79 on 02-01-2019. And owners of said project land brought said project land as a "CAPITAL" in said partnership firm. And as per partnership deed, the shares of partners are (1) Sunilkumar Ratubhai Ratda (Having 5% Share), (2) Swikar Shailendrabhai Patel (Having 17.50% Share), (3) Govindbhai Dudabhai Balva (Having 17.50% Share) (4) Babubhai Prabhuvabhai alias Prabhudas Patel (Having 20% Share) & (5) Riturajsinh Kailashsinh Gadhvi (Having 20% Share) and Suketu Pravinchandra Pandya (Having 20% Share). Thus, "SWASTIK EMINENCE DEVELOPRES" - A Partnership Firm, the VENDOR herein has been put in quiet, vacant and peaceful possession of the said Project Land.
- (D) That the Non Agricultural Use Permission for the said Project Land has been granted by the Collector Ahmedabad vide his order dated 30-06-2015 bearing no. CB/CTS-1/N.A./GHUMA/BLOCK NO./S.NO.689/SR-100/2015.
- (E) That the VENDOR has got the plans for construction on the said Project Land sanctioned from the Ahmedabad Urban Development Authority (AUDA) and development permission dated ..... bearing reference/Rajachitthi no. .... has been issued in this regard.
- (F) That as per the said approved plan the VENDOR has commenced development of the said Project Land and started construction of Residential-cum-Commercial Project named "SWASTIK

**EMINENCE**" (hereinafter referred to as said "**Project**"). The Project consists of one Block having total 60 number of apartment units and 13 number of shops and the construction detail is as per the Development Permission issued by designated authority attached herewith as **Annexure - A**.

- (G) 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.. The copy of the RERA registration certificate is annexed herewith and marked as **Annexure-B**.
- (H) That as per the said approved plans, the Development work of the said Project on the said **Project Land** is under construction. Therefore, the Building Use (BU) permission of the said scheme is remain to obtain. The Vendor shall complete the project and obtain the B. U. Permission till or before 30-08-2021 from the concerned authority subject to Force Majeurs Conditions.
- (I) That the VENDOR has given copy of the approved plans, Commencement Certificate issued by AUDA, 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.

(J) That the VENDOR and PURCHASER/S had negotiated for the sale of Unit being Shop bearing No. \_\_\_\_\_ situated on the Ground/First Floor admeasuring about \_\_\_\_\_ Sq. Feet of carpet area in “SWASTIK EMINENCE” project, belonging to the VENDOR and more particularly described in the SCHEDULE-II written hereunder (hereinafter referred to as “the said Property” or “said Unit” ) for the Purchase Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to as the said “Purchase Consideration”. The detail of the carpet area (As per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Property is as follows:

| Property | Unit No. | Carpet Area (in sq. mtrs.) |
|----------|----------|----------------------------|
|          |          |                            |

(K) The Vendor shall form a Service Society/Company for management and maintenance of common facilities of said Project. As per the provisions of the said Act, the undivided proportionate title in the common areas of the said Project shall be transferred to the Management Body formed for the management and maintenance of common facilities of said Project.

- (L) The said Purchase Consideration is calculated on the basis of the Carpet Area of the said Property and includes proportionate price of the common areas and facilities of the said Project. The nature, extent and description of the common areas and facilities of said Project are more particularly described in the **SCHEDULE-III** hereunder written.
- (M) THAT the PURCHASER has paid the above stated price to the VENDOR in the manner as stated hereunder:-

**Amount paid to VENDOR by PURCHASER**

| 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. \_\_\_\_\_ paid as mentioned above by PURCHASER to the VENDOR being the full consideration payable by the PURCHASER for the said Property more particularly described in the Schedule-II hereunder written; the payment and receipt whereof the VENDOR doth hereby admits and acknowledges and of and from the same and every part thereof for ever acquit, release and discharge the PURCHASER, the VENDOR doth hereby convey, grant, transfer and assure unto the PURCHASER **ALL THAT** said Property (more particularly described in the SCHEDULE-II hereunder written) **TOGETHER WITH** the right to use common areas and facilities of

the Project (more particularly described in the SCHEDULE-III hereunder written) appurtenant to the said Property proportionately with other owners of various units in the Project **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the VENDOR in to out of or upon the said Property or any part thereof **TO HAVE AND TO HOLD** the said Property hereby, granted, conveyed and assured or intended or expressed so to be with their and every of their rights, title, interest, easement and appurtenances **UNTO AND TO THE USE AND BENEFIT** of the PURCHASER for ever as full owners as members of the Management Body and subject to the rules, regulations and resolutions of the said Management Body and also subject to the terms and conditions stated in this Deed and in other agreements/deeds made in respect of this Property.

- II. The PURCHASER is aware that, the entire land on which the said project is constructed will be eventually held by the all the purchasers of the units in the said Project. The PURCHASER is aware that the other units situated in the Project shall be transferred in future and agreements and Sale deeds/Conveyance deed will be made in favor of such other buyers and hence, all the owners shall have undivided interest in the common facilities, areas and amenities and shall be entitled to use and enjoy them jointly.
- III. The PURCHASER hereby agree that she shall also be liable to pay to the VENDOR, the PURCHASER'S share of stamp duty and registration fees payable for transfer of Project Land and/or title in common areas (as defined under the Act) in the Project in favour of the Management Body. If the PURCHASER 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 Purchaser to the Management Body.

- IV. That quiet, vacant and peaceful possession of the said **Property** described in SCHEDULE-II is delivered by the **Vendor** herein to the **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 and that the **VENDOR** has not taken any loan or financial assistance of any nature from anyone by creating charge over the said **Property** or its title deeds on the said Project Land. Therefore the said Property is free from any mortgage or charge.

IX. The **VENDOR** informs the **PURCHASER** that the **VENDOR** has not taken any Project Loan and has not created any charge over the Project Land.

X. The VENDOR hereby covenants to the PURCHASER that, If within a period of five years from date of Building Use Permission, the PURCHASER brings to the notice of the VENDOR any structural defect in the Apartment or the building in which the Apartment is located or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the VENDOR at its own cost and in case it is not possible to rectify such defects, then the PURCHASER shall be entitled to receive from the VENDOR, compensation equal to cost to cure / rectify such defect. Provided that the VENDOR shall not be liable to rectify any defect or for payment of any compensation in the following cases:

- a. If the cause of any such defect is not attributable to the VENDOR or are beyond the control of the VENDOR; or
- b. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c. VENDOR shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier; or
- d. In case where guarantees and warranties are provided by the third parties, the same shall be extended to the PURCHASER and to honour such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/building/phase/wing, and if the annual

maintenance contracts or applicable licenses are not done/renewed by the PURCHASER/Management Body, the VENDOR shall not be responsible for any defects occurring due to the same.; or

- e. If the PURCHASER has defaulted in any of its representations or warranties as mentioned in this Sale Deed.
- 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 shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the VENDOR then the defect liability automatically shall become void.
- i. That the PURCHASER has been made aware and he expressly agrees that the regular wear and tear of the unit/building/ phase/ wing includes minor hairline cracks on the

external and internal walls excluding the RCC structure which happens due to variation in temperature and which shall not be deemed to be structural/workmanship defects.

- j. It is expressly agreed that before any liability of defect is claimed by or on behalf of the PURCHASER, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Sale Deed.

- XI. 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 PURCHASER shall be liable to proportionately pay such taxes, property taxes, cesses, charges, etc for the period post BU permission date. The PURCHASER 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.

- XII. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 2003 square meters only and Promoter has planned to utilize Floor Space Index Of \_\_\_\_\_ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of

\_\_\_\_\_ as proposed to be utilized by him on the project land in the said Project and Allottees have agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Promoter by utilizing the proposed FSI with the understanding that the Promoter Shall have no rights to use additional FSI (which to be issued after B.U. Permission) in future as per new GDCR/AMC Regulations and modified development rules.

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

XIV. The vendor has executed an Agreement to sale in respect of the said flat No. .... in question in favour of purchaser by an agreement to sale and also duly registered with the office of Sub Registrar, Ahmedabad-9 (Bopal) under serial no. .... dated .....  
The terms and conditions of all other deeds like agreement for sale, application form, etc shall also be binding upon the PURCHASER and her transferees.

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

The PURCHASER irrevocably agree that she has purchased the said Property on the following terms and conditions and she covenant with the VENDOR as stated hereunder:-

1. The VENDOR shall form Management Body for management and maintenance of common facilities and amenities of said Project and PURCHASER shall from time to time sign and execute the application and other papers and documents necessary for the membership of the Management Body. The PURCHASER shall 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 PURCHASER also agrees to abide by the rules, regulations and resolutions of the Management Body which is formed for the management of the said Project and assures that she shall not commit any breach of the same.
2. The PURCHASER hereby agree that she 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 PURCHASER fail to pay such amount, then the VENDOR shall be entitled to deduct the proportionate amount from the Maintenance Deposit paid by the PURCHASER to the Management Body.
3. The PURCHASER shall observe and perform all the rules and regulations which the Management Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Property therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASER shall also observe and perform all the stipulations and conditions laid down

by the Management Body regarding the occupancy and use of the said Property in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings.

4. It is hereby agreed by the PURCHASER that as a owner of the said Property in pursuance of this deed it shall deposit with the Management Body necessary maintenance Deposit as decided by the Management Body / VENDOR from time to time. The PURCHASER agree that subsequently she shall also pay such amount as may be decided by the said Management Body/VENDOR for running or routine maintenance charges. The PURCHASER shall bear and pay any applicable service tax or GST on such maintenance charges or deposit payments. Maintenance deposit & running maintenance amount shall be utilized by the said Management Body/VENDOR towards common expenses, maintenance and other expenses incurred for the management and maintenance of common amenities and services of the Project. The Management Body shall also be entitled to use/spend the corpus of the said maintenance deposit fund in case of necessity. The PURCHASER shall also be required to pay additional amount in future as corpus fund or otherwise if the Management Body so decides to meet with such expenses. In case if the PURCHASER fails or refuses to make the necessary payments to the said Management Body, the said Management Body shall be entitled to cut off the common services agreed to be given to the PURCHASER and thereafter the PURCHASER shall not be entitled to demand such services from the said Management Body and the PURCHASER shall also be bound to pay interest at the rate as prescribed by said Management Body per month in case of default or delay. The PURCHASER shall not be entitled to use and demand

any services and facilities from the Management Body if she had committed default in payment of maintenance charges.

5. The PURCHASER shall not use the said Property or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the Project or to the owners or occupiers of the neighboring properties nor for any immoral or illegal purposes. The PURCHASER agrees not to obstruct the common areas or passages of the Project or the ground floor margins of the said project or the side margins of the said project by erecting any kind of temporary or permanent structure or placing any kind of furniture or fixtures like cabinets, table, chairs or other such loose materials.
6. That the PURCHASER shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from its Property in the common passages, balconies, compound or any portion of the said Project. The PURCHASER shall maintain the esthetics of the Project. The PURCHASER shall carry out her work relating to installation of furniture and fit outs, maintenance and operations in a professional manner with the least inconvenience to the other occupiers of the project and without causing any damage to the common areas of the building. The PURCHASER shall not store in the Property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit/Apartment is situated or storing of which is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Property is situated, including entrances of the Building in which the Property is situated and in case any damage is caused to the said Building or the Property on account of

negligence or default of the PURCHASER in this behalf, the PURCHASER shall be liable for the consequences of the breach. The PURCHASER shall abide by the rules and regulations as may be formed for the entire Project with regards to carrying out the interior work inside the said property and shall also pay any deposit or charges as may be levied in this regards. If the PURCHASER or her employees, agents, visitors, etc. are found throwing dirt, rubbish, garbage, pan-masala, etc. in any part of the Scheme then the PURCHASER shall be liable to clear such dirt, rubbish, etc at its cost and in addition the VENDOR/ Management Body shall also be entitled to impose fine on the PURCHASER or her employees, visitors, etc.

7. That the PURCHASER 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. (not applicable to commercial units)
8. That the PURCHASER shall maintain at her own costs the Property purchased by the PURCHASER in the same good condition, state and order in which it will be delivered to the PURCHASER and shall abide by all bye laws, rules and regulations of the government, the Ahmedabad Urban Development Authority, Ahmedabad Municipal corporation and Electricity Company Limited and any other authorities and the Management Body and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Sale Deed.
9. The PURCHASER or her employees, agents, etc. shall not demolish or do any additions/alterations/modifications of any nature in the

said Property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said Property or the neighbouring premises or the Building and shall keep the portion, sewers, drains and pipes in the said Property and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Property is situated. No modifications or changes shall be allowed in the elevation / façade of the Project Building or the colour scheme for all times to come. The PURCHASER shall not carry out any alterations in the structure for all times to come and shall not even seek for such permission from the Management Body. The PURCHASER may carry out internal civil work (non-structural) with prior written consent of VENDOR/ Management Body and after obtaining prior written opinion of Structural Engineer of repute and also after obtaining prior permission of local authorities however the PURCHASER shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Property.

10. The PURCHASER shall not alter/change the size and shape of the door, windows, shutters etc and shall not make any hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring, ceiling etc of the said Building/ Apartment. The PURCHASER shall install the air conditioners / coolers at designated places only and in a manner in which the aesthetics of the Project are not compromised.
11. That the PURCHASER 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 PURCHASER shall be allowed to put her Name

Plate on the entrance wall/door of her Apartment and shall also follow the instructions of the VENDOR/ Management Body regarding dimension and size of the Name Plates. The PURCHASER 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 PURCHASER shall not put or install anything on the façade of the building. Only the VENDOR/Management Body are authorized to put up the PURCHASER name along with all other members/occupiers of the Project at a designated place on the ground floor foyer of the Building.

12. That as per the rules of the local authority and General Development Control Regulations, Fire Fighting System has been installed in the Project Building. The PURCHASER hereby confirm that the responsibility for the maintenance, repair and proper up-keep of the said system shall be that of the members residing in the Project and any loss, damage, injury, accident, death caused by a fire break out due to functioning/non functioning of the fire fighting system shall be the sole responsibility of the PURCHASER/S and no demand/action/claims whatsoever in respect of the same shall be made against the VENDOR or the management body. The PURCHASER is hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat Under Gujarat Town Planning and Urban Development Act, 1976, it shall be the responsibility of the Owners/PURCHASER/S of a building to ensure that the fire prevention and safety provisions in a building are kept in good working conditions at all times. It will be the responsibility of the owners/PURCHASER/S of the project to obtain a periodic inspection and Maintenance Certificate from the Fire Protection Consultant. Also it shall be the responsibility of .....

13. THAT the PURCHASER shall keep insured her Property against loss or damage by fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc in the full value and the PURCHASER with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the Management Body or the VENDOR, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the Property being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the Property.
14. The PURCHASER is aware that the other units situated in the Project shall be transferred to other purchasers in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other purchasers. The PURCHASER is aware that the other units situated in the Project shall be transferred to other purchasers in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other purchasers. The Purchaser is made aware that the Apartment bearing no. 205 , 1202, 1301 & 1302 shall have exclusive terrace rights. As per plan, purchaser of Flat No. 205 & 1202 shall have terrace rights of terraces located adjoining to their apartment and purchaser of Flat No. 1301 & 1302 shall have terrace rights of terrace located opposite side of their apartments and the purchaser/occupiers of such apartments shall be granted exclusive usage and ownership rights in such terraces however they shall not make any permanent construction thereon. And Terraces located above Flat No. 1301 & 1302 (except exclusive terrace rights mentioned above), including terrace located above the above referred said apartment shall be common terrace where no temporary or permanent construction shall be permissible and shall always be kept open. The PURCHASER is also aware that all other owners shall also be

entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the PURCHASER will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of proposed Management Body.

15. That the PURCHASER shall permit the Vendor/Management Body, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hour's notice (except in case of emergency) to enter in to and upon her 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 their share of maintenance charges, Common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the Management Body.
16. The PURCHASER is 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. PURCHASER is 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. PURCHASER agrees 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 PURCHASER hereby undertakes to get repaired the toilets and wet areas at its own cost/expense in case the occupiers of lower apartment below the said Property complains of any water leakage in their roof.

17. The Lift facility in this building shall be used as per rules of the Management Body which is formed for the management of said building. It is to be economically used. The PURCHASER as well as her employees or heirs shall not misuse the said lift and will take care and co-operate about it. The lift is of a standard quality and necessary permissions are taken for its usage. But it is a machine and is not manufactured by the VENDOR. Therefore during the use of the lift and even as a result of any negligence or otherwise, if anyone is injured or any damage occurs then the VENDOR shall not become responsible for it and the PURCHASER or her 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 units in the project to follow the Maintenance Protocol as mentioned in the said regulations. Also it shall be the responsibility of the Owners/PURCHASER to take renewals of Repair/Maintenance contract and Lift licenses at their own cost from the competent authority. The PURCHASER confirms to abide with the statutory requirement in this regards.

18. The PURCHASER and her family members, staff, visitors, etc. shall not spoil or damage any part of the common property or amenity. The Vendor/ Management Body shall be entitled to impose fine on any person spoiling or damaging the common property or rendering it unfit for public use and also recover the cost of repairs from the PURCHASER.
19. The VENDOR has provided vehicle parking spaces in the Project as per the plans passed by the relevant authorities and as per the provisions of the prevalent rules of local authorities. The PURCHASER hereby is aware and unequivocally agree, consent and confirm that the PURCHASER and her family members shall park their vehicles only in their allotted/designated parking area and they shall not be entitled to park in visitor parking area or allotted parking area of any other member of the Project. All parking areas in the Project (in hollow plinth or margins) are on allotment basis and allotment rights are solely with the Management Body which shall be regulated by the Management Body. The Management Body shall decide allotment of exclusive parking slots to any Apartment/Shop occupier. The Management Body shall be entitled to take strict action against the PURCHASER, including imposition of fine, if she don't follow the parking rules. The PURCHASER is 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. The PURCHASER of commercial units and their employees/agents/visitors shall not be entitled to park their vehicles in the parking space demarcated for residential flat owners. The PURCHASER hereby agree to abide by the parking allotment arrangements made by the Management Body and not to raise any dispute with regards to the same in the future. The

PURCHASER hereby declare that she has not paid any amount to the VENDOR towards the allotment of parking slots.

20. 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.
21. That if the PURCHASER is 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.
22. After obtaining previous written permission of the Management Body /VENDOR the PURCHASER shall be entitled to transfer/sell, convey, rent, mortgage, charge or in any way encumber or deal with or dispose of said Property or to assign, underlet or part with its interest under or benefit of this sale or any part thereof in the said Property and such approval shall not be normally denied unless the PURCHASER /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 PURCHASER shall take prior written permission from the VENDOR/ Management Body before giving the said Property or any part thereof on Rent, Lease or Leave and License basis and it shall be the

responsibility of the PURCHASER to inform the concerned Police Station about the renting of the Property as per prevailing laws.

23. 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.
24. 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.
25. That if the PURCHASER or her family members, guests or any person claiming under the PURCHASER have damaged or caused to have damaged any of the common properties/amenities/facilities of the said project or the PURCHASER is found to have committed breach of any of the conditions without prejudice to the right of expulsion of the PURCHASER from the occupation and membership of the said Management Body and forfeiture of its price and share, the said VENDOR/ Management Body shall have absolute right to compel the PURCHASER to rectify the damages at her own cost and in default, shall has a right to cause her to be done through her agents and employees at the cost of PURCHASER and transfer it in any

manner they like for making good the losses, expenses etc suffered by Management Body.

26. All the terms, conditions, stipulations and provisions of this sale deed have been agreed and understood by the PURCHASER and the same shall be binding upon the heirs, assigns, transferee of the PURCHASER and all other subsequent transferees and future owners and occupiers or tenants of the said Property.
27. The said Scheme shall always be known as “SWASTIK EMINENCE”. This name shall not be normally changed under any circumstances by the PURCHASER and other unit holders.
28. **Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of REAL ESTATE (REGULATION & DEVELOPMENT) ACT, 2016 Rules and regulations thereunder.**
29. THAT the VENDOR SWASTIK EMINENCE DEVELOPERS, has authorized and appointed its partner, \_\_\_\_\_, as the Authorized Signatory of the said VENDOR through board resolution dated \_\_\_\_\_, to sign and execute and register the Sale Deed on behalf of the said VENDOR.
30. THAT the expenses for Stamp Duty, Additional Stamp Duty, (if any) Registration fees, miscellaneous expenses, Lawyer's fees etc in respect of this sale deed shall be borne by the PURCHASER alone. 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 PURCHASER.

31. The PURCHASER will also be responsible to pay additional stamp duty, registration fees, penalty, fine etc if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act.

The schedule above referred to are mentioned hereunder:-

**SCHEDULE - I**

**(Description of Entire Project Land)**

All those pieces or parcels of non-agricultural land bearing Final Plot no. 147 admeasuring 2003 Sq. Mtrs (allotted in lieu of Revenue Block 689 (Old Survey No. 559) admeasuring 3339) forming part of Draft Town Planning Scheme No. 3 (Ghuma) situate, lying and being at Moje - Ghuma, Taluka Daskroi District Ahmedabad in the Registration Sub-District Ahmedabad-9 (Bopal). The said Project Land is bounded as follows:-

|                 |   |                    |
|-----------------|---|--------------------|
| On the East by  | : | Final Plot No. 149 |
| On the West by  | : | Final Plot No. 323 |
| On the North by | : | Final Plot No. 323 |
| On the South by | : | 18 Mtrs. Road      |

**SCHEDULE - II**

**(Description of the Said Property hereby sold)**

All that **Property** being shop bearing **Unit No. \_\_\_\_\_** on the **Ground/First Floor totally admeasuring \_\_\_\_\_sq. mtrs** (breakup as shown in the table below) in a Project known as "**SWASTIK EMINENCE**" together with proportionate undivided impartible right in the land described in the First Schedule hereunder written, also together with rights and responsibilities in common with other occupiers in or upon common amenities and facilities provided in the said '**SWASTIK EMINENCE**' Scheme/Project. 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:

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:

| Property | Unit No. | Carpet Area (in sq. mtrs.) |
|----------|----------|----------------------------|
|          |          |                            |

**The said Unit is bounded as under:**

North :  
South :  
East :  
West :

**SCHEDULE III**

**(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 \_\_\_\_ day of \_\_\_\_\_, 2019 at AHMEDABAD

**FIRST PARTY/VENDOR**

**SWASTIK EMINENCE DEVELOPERS**  
Through its Authorised Partner, Mr. \_\_\_\_\_

-----  
**(VENDOR)**

**WITNESSES:-**

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

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

**Photograph** of said property of **Unit No.** \_\_\_\_\_hereby sold by  
**VENDOR to PURCHASER**

\_\_\_\_\_  
**THE VENDOR**

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

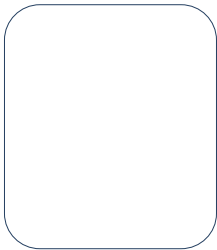
**Photograph** of said property of **Unit No.** \_\_\_\_\_hereby sold by  
**VENDOR to PURCHASER**

\_\_\_\_\_  
**THE VENDOR**

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

SCHEDULE OF REGISTRATION ACT SECTION - 32 A

**FIRST PARTY-**  
**THE VENDOR**



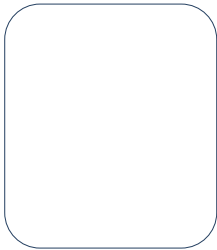
\_\_\_\_\_

**SWASTIK EMINENCE DEVELOPERS**  
through its Authorized Partner,  
**Mr.** \_\_\_\_\_

\_\_\_\_\_

**LEFT HAND THUMBPRINT**

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



\_\_\_\_\_

**Purchaser**

\_\_\_\_\_

**LEFT HAND THUMBPRINT**

## SALE DEED

### FIRST PARTY

THE VENDOR

SWASTIK EMINENCE DEVELOPERS, a partnership firm [PAN NO.:....., having its registered office at C-201, Dhananjay Towers, Satellite, Ahmedabad-380015 , through its authorised signatory, \_\_\_\_\_ aged Adult, Occupation business, presently residing at \_\_\_\_\_. (Hereinafter in this Sale Deed referred to as the “THE OWNER” and/or “THE DEVELOPER” and/or “THE VENDOR” (which expression shall unless it be repugnant to the context meaning thereof be deemed to its successors and assigns) of the FIRST PART.

### SECOND PARTY

THE PURCHASER :-

\_\_\_\_\_  
[PAN NO. \_\_\_\_\_], Aged about \_\_\_\_\_years, Religion:-Hindu, presently residing at \_\_\_\_\_.

(Hereinafter in this Sale Deed referred to as the “SECOND PARTY” or “the PURCHASER”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said PURCHASER, her 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) WHEREAS the VENDOR herein is absolute owner-occupier and is seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces or parcels of non-agricultural land bearing Final Plot no. 147 admeasuring 2003 Sq. Mtrs (allotted in lieu of Revenue Block 689 (Old Survey No. 559) admeasuring 3339) forming part of Draft Town Planning Scheme No. 3 (Ghuma) situate, lying and being at Moje - Ghuma, Taluka Daskroi District Ahmedabad in the Registration Sub-District Ahmedabad-9 (Bopal) (hereinafter in this Sale Deed collectively referred to as the said "**Project Land**") and in the revenue record the said lands stands in the name of the VENDOR herein and the details are more particularly described in **SCHEDULE-I** hereunder written.
- (B) That, (1) Sunilkumar Ratubhai Ratda (Having 35% Share), (2) Swikar Shailendrabhai Patel (Having 20% Share), (3) Govindbhai Dudabhai Balva (Having 20% Share) & (4) Babubhai Prabhuvabhai alias Prabhudas Patel (Having 25% Share) has purchased the said Project Land from its previous owners being (1) Hinal Chaturbhai Patel, (2) Deval Jay Patel & (3) Bhoomi Hinal Patel vide a Sale deed dated 16-03-2015 registered before the Sub Registrar of Ahmedabad-14 (Daskroi) at serial no. 546 on 16-02-2015. That thereafter, Riturajsinh Kailashsinh Gadhvi has purchased the said Project Land paiki undivided 35% paiki 25% land from its previous owner being Sunilkumar Ratubhai Ratda vide a Sale deed dated 06-08-2015 registered before the Sub Registrar of Ahmedabad-9 (Bopal) at serial no. 5123 on 06-08-2015. Upon such Sale Deeds, (1) Sunilkumar Ratubhai Ratda (Having 10% Share), (2) Swikar Shailendrabhai Patel (Having 20% Share), (3) Govindbhai Dudabhai Balva (Having 20% Share) (4) Babubhai Prabhuvabhai alias Prabhudas Patel (Having 25% Share) & (5) Riturajsinh Kailashsinh Gadhvi (Having 25% Share) became owners of said project land.

- (C) That thereafter, owners of said project land namely (1) Sunilkumar Ratubhai Ratda (Having 35% Share), (2) Swikar Shailendrabhai Patel (Having 20% Share), (3) Govindbhai Dudabhai Balva (Having 20% Share) & (4) Babubhai Prabhuvabhai alias Prabhudas Patel (Having 25% Share) & others decided to establish a partnership firm namely "SWASTIK EMINENCE DEVELOPRES" and executed a Partnership Deed on 02-01-2019 which was registered before the Sub Registrar of Ahmedabad-9 (Bopal) at serial no. 79 on 02-01-2019. And owners of said project land brought said project land as a "CAPITAL" in said partnership firm. And as per partnership deed, the shares of partners are (1) Sunilkumar Ratubhai Ratda (Having 5% Share), (2) Swikar Shailendrabhai Patel (Having 17.50% Share), (3) Govindbhai Dudabhai Balva (Having 17.50% Share) (4) Babubhai Prabhuvabhai alias Prabhudas Patel (Having 20% Share) & (5) Riturajsinh Kailashsinh Gadhvi (Having 20% Share) and Suketu Pravinchandra Pandya (Having 20% Share). Thus, "SWASTIK EMINENCE DEVELOPRES" - A Partnership Firm, the VENDOR herein has been put in quiet, vacant and peaceful possession of the said Project Land.
- (D) That the Non Agricultural Use Permission for the said Project Land has been granted by the Collector Ahmedabad vide his order dated 30-06-2015 bearing no. CB/CTS-1/N.A./GHUMA/BLOCK NO./S.NO.689/SR-100/2015.
- (E) That the VENDOR has got the plans for construction on the said Project Land sanctioned from the Ahmedabad Urban Development Authority (AUDA) and development permission dated ..... bearing reference/Rajachitthi no. .... has been issued in this regard.
- (F) That as per the said approved plan the VENDOR has commenced development of the said Project Land and started construction of Residential-cum-Commercial Project named "SWASTIK EMINENCE" (hereinafter referred to as said "Project"). The Project

consists of one Block having total 60 number of apartment units and 13 number of shops and the construction detail is as per the Development Permission issued by designated authority attached herewith as **Annexure - A**.

- (G) 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.. The copy of the RERA registration certificate is annexed herewith and marked as **Annexure-B**.
- (H) That as per the said approved plans, the Development work of the said Project on the said **Project Land** is under construction. Therefore, the Building Use (BU) permission of the said scheme is remain to obtain. The Vendor shall complete the project and obtain the B. U. Permission till or before 30-08-2021 from the concerned authority subject to Force Majeurs Conditions.
- (I) That the VENDOR has given copy of the approved plans, Commencement Certificate issued by AUDA, 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.

(J) That the VENDOR and PURCHASER/S had negotiated for the sale of Unit being Apartment bearing No. \_\_\_\_\_ situated on the \_\_\_\_\_ Floor admeasuring about \_\_\_\_\_ Sq. Feet of carpet area in “SWASTIK EMINENCE” project, belonging to the VENDOR and more particularly described in the **SCHEDULE-II** written hereunder (hereinafter referred to as “the said Property” or “said Unit” ) for the Purchase Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to as the said “Purchase Consideration”. The detail of the carpet area (As per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Property is as follows:

| Unit No | Carpet Area<br>Sq mtr | Balcony Area<br>Sq mtr | Wash Area<br>Sq mtr | Terrace Area<br>Sq mtr. |
|---------|-----------------------|------------------------|---------------------|-------------------------|
|         |                       |                        |                     |                         |

(K) The Vendor shall form a Service Society/Company for management and maintenance of common facilities of said Project. As per the provisions of the said Act, the undivided proportionate title in the common areas of the said Project shall be transferred to the Management Body formed for the management and maintenance of common facilities of said Project.

- (L) The said Purchase Consideration is calculated on the basis of the Carpet Area of the said Property and includes proportionate price of the common areas and facilities of the said Project. The nature, extent and description of the common areas and facilities of said Project are more particularly described in the **SCHEDULE-III** hereunder written.
- (M) THAT the PURCHASER has paid the above stated price to the VENDOR in the manner as stated hereunder:-

**Amount paid to VENDOR by PURCHASER**

| 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. \_\_\_\_\_ paid as mentioned above by PURCHASER to the VENDOR being the full consideration payable by the PURCHASER for the said Property more particularly described in the Schedule-II hereunder written; the payment and receipt whereof the VENDOR doth hereby admits and acknowledges and of and from the same and every part thereof for ever acquit, release and discharge the PURCHASER, the VENDOR doth hereby convey, grant, transfer and assure unto the PURCHASER **ALL THAT** said Property (more particularly described in the SCHEDULE-II hereunder written) **TOGETHER WITH** the right to use common areas and facilities of

the Project (more particularly described in the SCHEDULE-III hereunder written) appurtenant to the said Property proportionately with other owners of various units in the Project **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the VENDOR in to out of or upon the said Property or any part thereof **TO HAVE AND TO HOLD** the said Property hereby, granted, conveyed and assured or intended or expressed so to be with their and every of their rights, title, interest, easement and appurtenances **UNTO AND TO THE USE AND BENEFIT** of the PURCHASER for ever as full owners as members of the Management Body and subject to the rules, regulations and resolutions of the said Management Body and also subject to the terms and conditions stated in this Deed and in other agreements/deeds made in respect of this Property.

- II. The PURCHASER is aware that, the entire land on which the said project is constructed will be eventually held by the all the purchasers of the units in the said Project. The PURCHASER is aware that the other units situated in the Project shall be transferred in future and agreements and Sale deeds/Conveyance deed will be made in favor of such other buyers and hence, all the owners shall have undivided interest in the common facilities, areas and amenities and shall be entitled to use and enjoy them jointly.
- III. The PURCHASER hereby agree that she shall also be liable to pay to the VENDOR, the PURCHASER'S share of stamp duty and registration fees payable for transfer of Project Land and/or title in common areas (as defined under the Act) in the Project in favour of the Management Body. If the PURCHASER 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 Purchaser to the Management Body.

- IV. That quiet, vacant and peaceful possession of the said **Property** described in SCHEDULE-II is delivered by the **Vendor** herein to the **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 and that the **VENDOR** has not taken any loan or financial assistance of any nature from anyone by creating charge over the said **Property** or its title deeds on the said Project Land. Therefore the said Property is free from any mortgage or charge.

IX. The **VENDOR** informs the **PURCHASER** that the **VENDOR** has not taken any Project Loan and has not created any charge over the Project Land.

- X. The VENDOR hereby covenants to the PURCHASER 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 warrantees are provided by the third parties, the same shall be extended to the PURCHASER and to honour such warrantees and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/building/phase/wing, and if the annual

maintenance contracts or applicable licenses are not done/renewed by the PURCHASER/Management Body, the VENDOR shall not be responsible for any defects occurring due to the same.; or

- e. If the PURCHASER has defaulted in any of its representations or warranties as mentioned in this Sale Deed.
- 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 shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the VENDOR then the defect liability automatically shall become void.
- i. That the PURCHASER has been made aware and he expressly agrees that the regular wear and tear of the unit/building/ phase/ wing includes minor hairline cracks on the

external and internal walls excluding the RCC structure which happens due to variation in temperature and which shall not be deemed to be structural/workmanship defects.

- j. It is expressly agreed that before any liability of defect is claimed by or on behalf of the PURCHASER, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Sale Deed.

- XI. 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 PURCHASER shall be liable to proportionately pay such taxes, property taxes, cesses, charges, etc for the period post BU permission date. The PURCHASER 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.

- XII. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 2003 square meters only and Promoter has planned to utilize Floor Space Index Of \_\_\_\_\_ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of

\_\_\_\_\_ as proposed to be utilized by him on the project land in the said Project and Allottees have agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Promoter by utilizing the proposed FSI with the understanding that the Promoter Shall have no rights to use additional FSI (which to be issued after B.U. Permission) in future as per new GDCR/AMC Regulations and modified development rules.

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

XIV. The vendor has executed an Agreement to sale in respect of the said flat No. .... in question in favour of purchaser by an agreement to sale and also duly registered with the office of Sub Registrar, Ahmedabad-9 (Bopal) under serial no. .... dated .....  
The terms and conditions of all other deeds like agreement for sale, application form, etc shall also be binding upon the PURCHASER and her transferees.

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

The PURCHASER irrevocably agree that she has purchased the said Property on the following terms and conditions and she covenant with the VENDOR as stated hereunder:-

1. The VENDOR shall form Management Body for management and maintenance of common facilities and amenities of said Project and PURCHASER shall from time to time sign and execute the application and other papers and documents necessary for the membership of the Management Body. The PURCHASER shall 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 PURCHASER also agrees to abide by the rules, regulations and resolutions of the Management Body which is formed for the management of the said Project and assures that she shall not commit any breach of the same.
2. The PURCHASER hereby agree that she 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 PURCHASER fail to pay such amount, then the VENDOR shall be entitled to deduct the proportionate amount from the Maintenance Deposit paid by the PURCHASER to the Management Body.
3. The PURCHASER shall observe and perform all the rules and regulations which the Management Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Property therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASER shall also observe and perform all the stipulations and conditions laid down

by the Management Body regarding the occupancy and use of the said Property in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings.

4. It is hereby agreed by the PURCHASER that as a owner of the said Property in pursuance of this deed it shall deposit with the Management Body necessary maintenance Deposit as decided by the Management Body / VENDOR from time to time. The PURCHASER agree that subsequently she shall also pay such amount as may be decided by the said Management Body/VENDOR for running or routine maintenance charges. The PURCHASER shall bear and pay any applicable service tax or GST on such maintenance charges or deposit payments. Maintenance deposit & running maintenance amount shall be utilized by the said Management Body/VENDOR towards common expenses, maintenance and other expenses incurred for the management and maintenance of common amenities and services of the Project. The Management Body shall also be entitled to use/spend the corpus of the said maintenance deposit fund in case of necessity. The PURCHASER shall also be required to pay additional amount in future as corpus fund or otherwise if the Management Body so decides to meet with such expenses. In case if the PURCHASER fails or refuses to make the necessary payments to the said Management Body, the said Management Body shall be entitled to cut off the common services agreed to be given to the PURCHASER and thereafter the PURCHASER shall not be entitled to demand such services from the said Management Body and the PURCHASER shall also be bound to pay interest at the rate as prescribed by said Management Body per month in case of default or delay. The PURCHASER shall not be entitled to use and demand

any services and facilities from the Management Body if she had committed default in payment of maintenance charges.

5. The PURCHASER shall not use the said Property or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the Project or to the owners or occupiers of the neighboring properties nor for any immoral or illegal purposes. The PURCHASER agrees not to obstruct the common areas or passages of the Project or the ground floor margins of the said project or the side margins of the said project by erecting any kind of temporary or permanent structure or placing any kind of furniture or fixtures like cabinets, table, chairs or other such loose materials.
6. That the PURCHASER shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from its Property in the common passages, balconies, compound or any portion of the said Project. The PURCHASER shall maintain the esthetics of the Project. The PURCHASER shall carry out her work relating to installation of furniture and fit outs, maintenance and operations in a professional manner with the least inconvenience to the other occupiers of the project and without causing any damage to the common areas of the building. The PURCHASER shall not store in the Property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit/Apartment is situated or storing of which is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Property is situated, including entrances of the Building in which the Property is situated and in case any damage is caused to the said Building or the Property on account of

negligence or default of the PURCHASER in this behalf, the PURCHASER shall be liable for the consequences of the breach. The PURCHASER shall abide by the rules and regulations as may be formed for the entire Project with regards to carrying out the interior work inside the said property and shall also pay any deposit or charges as may be levied in this regards. If the PURCHASER or her employees, agents, visitors, etc. are found throwing dirt, rubbish, garbage, pan-masala, etc. in any part of the Scheme then the PURCHASER shall be liable to clear such dirt, rubbish, etc at its cost and in addition the VENDOR/ Management Body shall also be entitled to impose fine on the PURCHASER or her employees, visitors, etc.

7. The PURCHASER shall not use the said Property for non-residential purposes. The VENDOR/ Management Body shall also be entitled to immediately stop the non-residential use even if such use has begun.
8. That the PURCHASER 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. (not applicable to commercial units)
9. That the PURCHASER shall maintain at her own costs the Property purchased by the PURCHASER in the same good condition, state and order in which it will be delivered to the PURCHASER and shall abide by all bye laws, rules and regulations of the government, the Ahmedabad Urban Development Authority, Ahmedabad Municipal corporation and Electricity Company Limited and any other authorities and the Management Body and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall

observe and perform all the terms and conditions contained in this Sale Deed.

10. The PURCHASER or her employees, agents, etc. shall not demolish or do any additions/alterations/modifications of any nature in the said Property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said Property or the neighbouring premises or the Building and shall keep the portion, sewers, drains and pipes in the said Property and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Property is situated. No modifications or changes shall be allowed in the elevation / façade of the Project Building or the colour scheme for all times to come. The PURCHASER shall not carry out any alterations in the structure for all times to come and shall not even seek for such permission from the Management Body. The PURCHASER may carry out internal civil work (non-structural) with prior written consent of VENDOR/ Management Body and after obtaining prior written opinion of Structural Engineer of repute and also after obtaining prior permission of local authorities however the PURCHASER shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Property.
11. The PURCHASER shall not alter/change the size and shape of the door, windows, shutters etc and shall not make any hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring, ceiling etc of the said Building/Apartment. The PURCHASER shall install the air conditioners / coolers at designated places only and in a manner in which the aesthetics of the Project are not compromised.

12. That the PURCHASER 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 PURCHASER shall be allowed to put her Name Plate on the entrance wall/door of her Apartment and shall also follow the instructions of the VENDOR/ Management Body regarding dimension and size of the Name Plates. The PURCHASER 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 PURCHASER shall not put or install anything on the façade of the building. Only the VENDOR/Management Body are authorized to put up the PURCHASER name along with all other members/occupiers of the Project at a designated place on the ground floor foyer of the Building.
13. That as per the rules of the local authority and General Development Control Regulations, Fire Fighting System has been installed in the Project Building. The PURCHASER hereby confirm that the responsibility for the maintenance, repair and proper up-keep of the said system shall be that of the members residing in the Project and any loss, damage, injury, accident, death caused by a fire break out due to functioning/non functioning of the fire fighting system shall be the sole responsibility of the PURCHASER/S and no demand/action/claims whatsoever in respect of the same shall be made against the VENDOR or the management body. The PURCHASER is hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat Under Gujarat Town Planning and Urban Development Act, 1976, it shall be the responsibility of the Owners/PURCHASER/S of a building to ensure that the fire

prevention and safety provisions in a building are kept in good working conditions at all times. It will be the responsibility of the owners/PURCHASER/S of the project to obtain a periodic inspection and Maintenance Certificate from the Fire Protection Consultant. Also it shall be the responsibility of .....

14. THAT the PURCHASER shall keep insured her Property against loss or damage by fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc in the full value and the PURCHASER with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the Management Body or the VENDOR, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the Property being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the Property.
15. The PURCHASER is aware that the other units situated in the Project shall be transferred to other purchasers in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other purchasers. The PURCHASER is aware that the other units situated in the Project shall be transferred to other purchasers in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other purchasers. The Purchaser is made aware that the Apartment bearing no. 205 , 1202, 1301 & 1302 shall have exclusive terrace rights. As per plan, purchaser of Flat No. 205 & 1202 shall have terrace rights of terraces located adjoining to their apartment and purchaser of Flat No. 1301 & 1302 shall have terrace rights of terrace located opposite side of their apartments and the purchaser/occupiers of such apartments shall be granted exclusive usage and ownership rights in such terraces however they shall not make any permanent construction thereon. And Terraces located above Flat No. 1301 &

1302 (except exclusive terrace rights mentioned above), including terrace located above the above referred said apartment shall be common terrace where no temporary or permanent construction shall be permissible and shall always be kept open. The

PURCHASER is also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the PURCHASER will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of proposed Management Body.

16. That the PURCHASER shall permit the Vendor/Management Body, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hour's notice (except in case of emergency) to enter in to and upon her 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 their share of maintenance charges, Common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the Management Body.
17. The PURCHASER is aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in 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. PURCHASER is 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. PURCHASER agrees 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 PURCHASER 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.

18. 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 PURCHASER as well as her employees or heirs shall not misuse the said lift and will take care and co-operate about it. The lift is of a standard quality and necessary permissions are taken for its usage. But it is a machine and is not manufactured by the VENDOR. Therefore during the use of the lift and even as a result of any negligence or otherwise, if anyone is injured or any damage occurs then the VENDOR shall not become responsible for it and the PURCHASER or her 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 units in the project to follow the Maintenance Protocol as mentioned in the said regulations. Also it shall be the responsibility of the Owners/

PURCHASER to take renewals of Repair/Maintenance contract and Lift licenses at their own cost from the competent authority. The PURCHASER confirms to abide with the statutory requirement in this regards.

19. The PURCHASER and her family members, staff, visitors, etc. shall not spoil or damage any part of the common property or amenity. The Vendor/ Management Body shall be entitled to impose fine on any person spoiling or damaging the common property or rendering it unfit for public use and also recover the cost of repairs from the PURCHASER.
20. The VENDOR has provided vehicle parking spaces in the Project as per the plans passed by the relevant authorities and as per the provisions of the prevalent rules of local authorities. The PURCHASER hereby is aware and unequivocally agree, consent and confirm that the PURCHASER and her family members shall park their vehicles only in their allotted/designated parking area and they shall not be entitled to park in visitor parking area or allotted parking area of any other member of the Project. All parking areas in the Project (in hollow plinth or margins) are on allotment basis and allotment rights are solely with the Management Body which shall be regulated by the Management Body. The Management Body shall decide allotment of exclusive parking slots to any Apartment/Shop occupier. The Management Body shall be entitled to take strict action against the PURCHASER, including imposition of fine, if she don't follow the parking rules. The PURCHASER is 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. The PURCHASER of commercial units and their employees/agents/visitors shall not be entitled to park their vehicles in the parking space demarcated for residential flat

owners. The PURCHASER hereby agree to abide by the parking allotment arrangements made by the Management Body and not to raise any dispute with regards to the same in the future. The PURCHASER hereby declare that she has not paid any amount to the VENDOR towards the allotment of parking slots.

21. The PURCHASER hereby acknowledges that even after the Management Body has been formed with respect to the said Project, the VENDOR shall be entitled to sell or in any other manner transfer the un-sold apartment(s) in the said Project to any third party on such terms and conditions as it may deem fit and such Purchaser/transferee of un-sold apartments shall be entitled to become member of the Management Body and use all common areas and facilities in the Project at par with other Unit purchasers/occupiers.
22. That if the PURCHASER is 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.
23. After obtaining previous written permission of the Management Body /VENDOR the PURCHASER shall be entitled to transfer/sell, convey, rent, mortgage, charge or in any way encumber or deal with or dispose of said Property or to assign, underlet or part with its interest under or benefit of this sale or any part thereof in the said Property and such approval shall not be normally denied unless the PURCHASER /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 PURCHASER

shall take prior written permission from the VENDOR/ Management Body before giving the said Property or any part thereof on Rent, Lease or Leave and License basis and it shall be the responsibility of the PURCHASER to inform the concerned Police Station about the renting of the Property as per prevailing laws.

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

the PURCHASER to rectify the damages at her own cost and in default, shall has a right to cause her to be done through her agents and employees at the cost of PURCHASER and transfer it in any manner they like for making good the losses, expenses etc suffered by Management Body.

27. All the terms, conditions, stipulations and provisions of this sale deed have been agreed and understood by the PURCHASER and the same shall be binding upon the heirs, assigns, transferee of the PURCHASER and all other subsequent transferees and future owners and occupiers or tenants of the said Property.
28. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of REAL ESTATE (REGULTION & DEVELOPMENT) ACT, 2016 Rules and regulations thereunder.
29. The said Scheme shall always be known as “**SWASTIK EMINENCE**”. This name shall not be normally changed under any circumstances by the PURCHASER and other unit holders.
30. THAT the VENDOR **SWASTIK EMINENECE DEVELOPERS**, has authorized and appointed its partner, \_\_\_\_\_, as the Authorized Signatory of the said VENDOR through board resolution dated ....., to sign and execute and register the Sale Deed on behalf of the said VENDOR.
31. THAT the expenses for Stamp Duty, Additional Stamp Duty, (if any) Registration fees, miscellaneous expenses, Lawyer’s fees etc in respect of this sale deed shall be borne by the PURCHASER alone. 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 PURCHASER.

32. The PURCHASER will also be responsible to pay additional stamp duty, registration fees, penalty, fine etc if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act.

The schedule above referred to are mentioned hereunder:-

**SCHEDULE - I**

**(Description of Entire Project Land)**

All those pieces or parcels of non-agricultural land bearing Final Plot no. 147 admeasuring 2003 Sq. Mtrs (allotted in lieu of Revenue Block 689 (Old Survey No. 559) admeasuring 3339) forming part of Draft Town Planning Scheme No. 3 (Ghuma) situate, lying and being at Moje - Ghuma, Taluka Daskroi District Ahmedabad in the Registration Sub-District Ahmedabad-9 (Bopal). The said Project Land is bounded as follows:-

|                 |   |                    |
|-----------------|---|--------------------|
| On the East by  | : | Final Plot No. 149 |
| On the West by  | : | Final Plot No. 323 |
| On the North by | : | Final Plot No. 323 |
| On the South by | : | 18 Mtrs. Road      |

**SCHEDULE - II**

**(Description of the Said Property hereby sold)**

All that **Property** being Apartment bearing **Unit No.** \_\_\_\_\_ on the \_\_\_\_\_ **Floor totally admeasuring** \_\_\_\_\_sq. mtrs (breakup as shown in the table below) in a Project known as "SWASTIK EMINENCE" together with proportionate undivided impartible right in the land described in the First Schedule hereunder written, also together with rights and responsibilities in common with other occupiers in or upon common amenities and facilities provided in the said 'SWASTIK

EMINENCE’ Scheme/Project. 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:

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:

| Unit No | Carpet Area<br>Sq mtr | Balcony Area<br>Sq mtr | Wash Area<br>Sq mtr |
|---------|-----------------------|------------------------|---------------------|
|         |                       |                        |                     |

**The said Apartment is bounded as under :**

North :  
South :  
East :  
West :

**SCHEDULE III**

**(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 \_\_\_\_ day of \_\_\_\_\_, 2019 at AHMEDABAD.

**FIRST PARTY/VENDOR**

SWASTIK EMINENCE DEVELOPERS  
Through its Authorised Partner, Mr. \_\_\_\_\_

-----  
(VENDOR)

**WITNESSES:-**

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

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

**Photograph** of said property of **Unit No.** \_\_\_\_\_hereby sold by  
**VENDOR to PURCHASER**

\_\_\_\_\_  
**THE VENDOR**

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

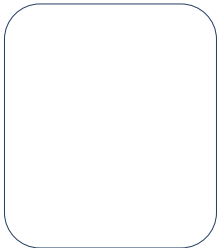
**Photograph** of said property of **Unit No.** \_\_\_\_\_hereby sold by  
**VENDOR** to **PURCHASER**

\_\_\_\_\_  
**THE VENDOR**

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

SCHEDULE OF REGISTRATION ACT SECTION - 32 A

FIRST PARTY-  
THE VENDOR



\_\_\_\_\_

SWASTIK EMINENCE DEVELOPERS

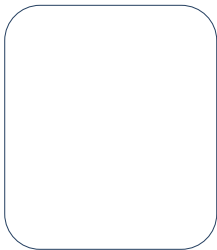
through its Authorized Partner,

Mr. \_\_\_\_\_

\_\_\_\_\_

LEFT HAND THUMBPRINT

SECOND PARTY-  
THE PURCHASER



\_\_\_\_\_

Purchaser

\_\_\_\_\_

LEFT HAND THUMBPRINT