

SALE DEED for the property of **Shop/Office/Showroom/Flat No. _____** on
_____ Floor of Tower- _____ in the scheme titled as **“SURVI PRISTINE”**
for Rs. **_____/- (in words Rupees _____**
_____ only).

Executed today on dt. - - :

Purchaser-s/Recipient-s of this Sale Deed (Party of First Part):

_____ (PAN NO. _____), aged **__** years, Occupation:
_____, residing **_____** (who hereinafter in the present Sale Deed shall be referred to
as Purchaser/s/Recipient/s/Allottees/Property Purchaser, which words would mean and
includes Purchaser/s /Recipient/s/ Allottees/Property Purchaser
himself/herself/themselves and his/her/ their heirs, successors, assignees, executors,
administrators) being Party of First Part;

AND

By The Writers/Landowners/(Party of First Part) of Sale Deed:

- (1) Viral Dilipbhai Patel**, (PAN No. ACAPP9219J) aged 45 years, Occupation:
Business/Farmer, residing at A-1, Punam Bunglow, Manjalpur, Vadodara.
- (2) Rakesh Kantibhai Patel**, (PAN No. AEKPP5197B) aged 43 years, Occupation:
Business/Farmer, residing at A-401, Spring Retreat-1, Vasna-Bhayli Road,
Vadodara.
- (3) Survi Infraspace LLP**, a partnership firm named as such, for and on behalf of
the Partnership firm by its Managing Partner **Anant Vipinbhai Patel**, aged 30
years, Occupation: Business, address of partnership firm: Office No. 9, 3rd Floor,
Nathdhwari Avenue, Waghodia-Dabhoi Ring Road, Vadodara, Pan Card of the
Partnership Firm is **PAN NO. AE OFS8161E**.

(who hereinafter shall be referred to as Writers/Landowners in the present Sale
Deed which words would mean and include the Writers themselves and their heirs,
successors, assignees, executors, administrators) being Party of Second Part;

AND

Confirming/Consenting Party/Developers (Party of Third Part):

Survi Infraspace LLP, a partnership firm named as such, for and on behalf of the
Partnership firm by its Managing Partner **Anant Vipinbhai Patel**, aged 30 years,
Occupation: Business, address of partnership firm: Office No. 9, 3rd Floor, Nathdhwari
Avenue, Waghodia-Dabhoi Ring Road, Vadodara, Pan Card of the Partnership Firm is
PAN NO. AE OFS8161E. (who hereinafter shall be referred to as Confirming/
Consenting Party/Developers/Promoter in the present Sale Deed which words would
mean and include the partnership firm itself and all present partners of the Partnership
Firm from time to time and their heirs, successors, assignees, executors, administrators)
being Party of Third Part; between whom the present Sale Deed is executed and its
details and conditions are as under:

1. **Whereas**, the lands belonging to joint ownership, enjoyment-possession of No. 1 to 2 out of the Party of the Second Part are situated in the limits of Moje Village Manjalpur, Reg. District Vadodara, Sub District Vadodara being (1) Land of Block/S. No. 198 admeasuring 0-62-73 Hec-Are-Sq.mtrs., (2) Land of Block/S. No. 199/1 admeasuring 1-33-55 Hec-Are-Sq.mtrs., (3) Land of Block/S. No. 199/2 admeasuring 0-02-07 Hec-Are-Sq.mtrs., (4) Land of Block/S. No. 201 admeasuring 0-43-50 Hec-Are-Sq.mtrs. Similarly, the lands belonging to the ownership, enjoyment-possession of No. 3 out of the Party of the Second Part which are situated in the limits of Moje Village Manjalpur, Reg. District Vadodara, Sub District Vadodara being (1) Land of Block/S. No. 199/2 admeasuring 0-37-17 Hec-Are-Sq.mtrs., (2) Land of Block/S. No. 199/3/A admeasuring 0-15-20 Hec-Are-Sq.mtrs. All these lands i.e. the lands admeasuring 2-94-22 Hec-Are-Sq.mtrs. totally are belonging to the ownership of No. 1 to 2 out of the Party of the Second Part and No. 3 out of the Party of the Second Part. Upon inclusion of all these lands in T. P. Scheme No. 29, the Final Plot No. 67 has been allotted. As per said Final Plot No. 67, the measurement of the said lands is 17,234 Sq.mtrs.

The Party of the Second Part herein have full right and authority to make its use, enjoyment, management as per own desire. By virtue of said right and authority, in respect of the land admeasuring 14,092 Sq.mtrs. out of Final Plot No. 67 admeasuring 17,234 Sq.mtrs., No. 1 to 2 out of the Party of the Second Part has executed Agreement in favour of the Party of the Third Part herein, which agreement has been registered in the office of Hon. Sub Registrar, Vadodara-3, (Akota) at Sr. No. 13306 dt. 01-07-2022. Thus, as the agreement has been executed by the No. 1 to 2 out of the Party of the Second Part in favour of Party of Third Part, they have been joined as Consenting/Confirming Party in the present Sale Deed. Further, as per said Sale Deed, the No. 1 to 2 out of the Party of the Second Part has received sale consideration towards land belonging to our ownership from the Party of the Third Part.

2. **And whereas**, the permission for making use, usage and utilization for non-agriculture purpose for the lands (1) Block/Survey No. 198 has been granted by the Collector, Vadodara, vide his order No. 851/19/16/013/2021 dt. 17-08-2021, (2) Block/Survey No. 199/1 has been granted by the Collector, Vadodara, vide his order No. 852/19/16/013/2021 dt. 17-08-2021, (3) Block/Survey No. 199/2 has been granted by the Collector, Vadodara, vide his order No. 996/19/16/013/2021 dt. 09-09-2021, (4) Block/Survey No. 199/3/A has been granted by the Collector, Vadodara, vide his order No. 1031/19/16/013/2021 dt. 14-09-2021, (5) Block/Survey No. 201 has been granted by the Collector, Vadodara, vide his order No. 902/19/16/013/2021 dt. 25-09-2021. Thereafter, necessary permission for making construction over the said land has been granted by the Vadodara Mahanagar Palika, vide Permission/Rajachithhi No. Ward-4/HB-108/2021-2022 dt. 31-03-2022 and Permission/Rajachithhi No. Ward-17/HB-32/2022-2023 dt. 22-08-2022. The entire expenses in this regard has been borne by the Party of the Third Part. On the basis of said Rajachithhi/Permissions, the commercial and

residential scheme named as “**SURVI PRISTINE**” has been organized on the said land by the Party of the Third Part belonging to joint ownership, enjoyment and possession of the Party of the Second Part. The said scheme name is to be kept permanent. The property of Shop/Office/Showroom/Flat No._____ situated in the same, along with complete construction has been sold by the Party of the Second Part and Party of the Third Part in favour of you the Party of the First Part for ever and permanently. Its detailed description is mentioned in the schedule hereto attached. The said scheme is registered under provisions of Real Estate (Regulation and Development) Act, 2016. It is given registration No. **PR/GJ/VADODARA/VADODARA/OTHERS/____/____ on dt. _____.**

3. The property described in the schedule appended herewith that is the property of **Shop/Office/Showroom/Flat No. ____ on ____ Floor of Tower-_____** situated in the scheme titled as “**SURVI PRISTINE**” has been sold by the Party of the Second Part and Party of Third Part in favour of you, the Party of the First Part for **Rs. _____/- (in words Rupees _____ only)** and the said full sale consideration amount has been received by the Party of the Third Part from you the Party of the First Part as per mutually agreed terms and conditions and subject to provisions of the Real Estate (Regulation and Development) Act, 2016, which have been decided as per available rates of Jantry of the Government of Gujarat. The said full amount of sale consideration has been paid by you the Party of the First Part to the Party of the Third Part, who has been joined as a Consenting/Confirming Party in the present Sale Deed, because the Party of the Second Part herein has joined them as a Confirming Party in the present Sale Deed because, as per agreement executed by the Party of the Second Part in favour of Party of Third Part in respect of land belonging to their joint ownership, enjoyment and possession, the consideration amount in respect of land of our ownership has been received. Therefore, the complete sale consideration amount of the property has been received from the Party of the First Part by the Party of the Third Part with the consent of the Party of Second Part, as per following details.

Amount Rs.	Date	Cheque No.	Name of Bank
	Total Rupees _____ only.		

Thus, the full sale consideration as above has been received by the Party of the Third Part Confirming Party from you the Party of the First. Now no any amount is outstanding receivable by the Party of the Second Part and Party of Third Part from the Party of the First Part in respect of sale of said property. That in exchange of consideration paid as above, the physical possession of the property has been handed over to the Party of the First Part today which has also been

taken over by you the Party of the First Part. However, any Cheque out of cheques given for sale consideration as above returns without acceptance then the said sale deed shall be treated cancelled automatically and you the Party of the First Part shall not be able to enforce implementation of any nature of the said sale deed from the Party of the Second Part and Party of Third Part. With such clear cut condition the present Sale Deed has been executed by the Party of the Second Part and Party of Third Part in favour of you the Party of the First Part herein.

4. The property as described in the schedule appended in the present sale deed along with all types of appurtenant rights attached to the same as well as right of coming, going into the same, including all rights of disposal of water has been sold to the Party of the First Part vide present Sale Deed on permanent basis therefore, you the Party of the First Part and your heirs, successors have become independent owner and possession holder of the same and you the Party of the First Part and your heirs, successors, etc. has become entitled and authorized to make use, usage and enjoyment of the said property by ownership rights and to sell, mortgage, gift or to transfer or manage the said property in any manner whatsoever.
5. As an owner of the property sold to you vide present Sale Deed, the Party of the First Part has become entitled and authorized to mutate your independent name in requisite revenue record, in government or semi government offices and entire expenses in this regard is to be borne/paid by the Party of the First Part and the Party of the Second Part and Party of Third Part are bound to make necessary signatures, consents. Further, you the Party of the First Part (purchaser-s) has/have to bear electricity bill charges, G.S.T. mutation expenses in revenue record, corporation tax, revenue, etc. which becomes payable in respect of said property and the responsibility to pay the same shall be of the Party of the First Part. The entire expenses of the sale deed such as stamp duty, registration fee, advocate fee, etc. has been paid/borne by the Party of the First Part.
6. For upkeepment, maintenance, house keeping, cleanliness and caring if all units purchasers members and Developers/Party of the Third Part of the scheme titled as **“SURVI PRISTINE”** by joining together in the Development Council or Association formed/proposed than you the Purchaser-s/Party of the First Part shall have to become member compulsorily and observe its rules, regulations and to pay and contribute amount of proportionate administrative expenses such as relating to upkeepment, maintenance, house keeping, cleanliness and caring falling at share given compulsorily which is to be paid separately and expenses for repairing of all common items, such as common plot, roads, water pump, electricity, etc. common facilities shall be of joint ownership of Party of First Part Purchaser/s and other members/owners of the said scheme and the expenses for its maintenance, up-keeping, repairing, making new, is to be borne/paid proportionately as when found necessary by you the Party of the First Part/ Purchaser/s and other members/owners shall bear the same in the ratio of respective area of ownership. With such clear cut condition, the present Sale Deed

has been executed by the Party of the Second Part and Party of the Third Part in favour of Party of the First Part. Further, in the aforesaid sale price/consideration, the development charges incurred by the Developers with respect to internal facilities and charges for its maintenance and up-keeping, etc. and whatever tax, fee, charges of any other government or semi government offices and private organization levied from time to time, all payable taxes of Income Tax Department or under other government laws such as service tax, GST, Wealth Tax, etc. is not included. The same is to be paid separately in time limit by you the Party of the First Part at relevant time on instructions of Party of the Third Part herein and from the main lines, any amount becomes payable separately towards water, drainage line or electricity offices in respect of the property the same is and shall have to be paid separately by you the Party of the First Part herein. With such clear cut condition and understanding, the present Sale Deed has been executed by the Party of the Second Part and Party of the Third Part herein in favour of you the Party of the First Part herein.

7. The scheme which is floated on the aforesaid land shall be known in the name as **“SURVI PRISTINE”**, and Purchaser of Shop/Office/Showroom/Flat has no any right or power to make change in the said name. Further, all members of the said scheme by joining together forms any Development Council or A.O.P. then in that also you the Purchaser has to become member compulsorily and in this regard pay necessary admission fee and amount of proportionate expenses compulsorily as when found necessary. For making construction on the said land as per plans sanctioned by Vadodara Mahanagar Palika, the use of common plot, common roads, etc. being all items of common use, usage, enjoyment is to be made properly and jointly by all members/owners of the said scheme. Further, entire expenses for its maintenance, up-keeping, repairing, making new, etc. is to be proportionately borne/paid/ contributed by all members/owners of the scheme. With such clear cut condition the present Sale Deed has been executed by the Party of the Second Part and Party of the Third Part in favour of you the Party of the First Part herein.
8. As per maps/plans sanctioned for the purpose of construction on the said land by Vadodara Mahanagar Palika, from the internal roads for coming and going in to the said scheme or for taking and carrying internal common drainage line, street lines passing from margin of one another, its use, usage is to be made jointly in such manner so as not to cause any obstruction or interruption to other and in future its repairing, rectification of defective lines is to be concerned members in future for which all surrounding/neighboring members have to extend necessary help and cooperation without raising objection of any nature. For the said scheme and with roads, for all such facilities, the internal changes made by the developers and all conditions of the scheme have to be confirmed/accepted by all members of the said scheme. In this regard no any member has to raise objection or dispute of any nature nor to lodge any complaint. With such clear cut condition, the present Sale Deed has been executed.

9. The maps over the said land for the purpose of construction which have approved by the Vadodara Mahanagar Palika and accordingly, the construction of said property has been made and the same has been examined/checked by you the Party of the First Part. As stated in the same, in the open land you the Purchaser/Party of the First Part and co-sharers being other unit purchasers are bound to keep the same permanently open without demanding personal ownership right and the property as per present site condition out of the said scheme titled as **“SURVI PRISTINE”** has been sold vide present deed to you, in the open land of the scheme or in any other construction you cannot separate your part nor ownership can be demanded and if you Purchaser herein sells the property sold to you to any one else then confirming all conditions of present sale deed, with a clarification to abide by such conditions, it can be and shall be sold. The changes made/proposed as per requirement of the organizers of the said scheme shall have to be accepted/confirmed by all unit purchasers in the scheme. In this regard none of the unit purchasers have to raise objection or dispute of any nature at present or in future. With such clarification and specific condition, the present deed has been executed.
10. The property described in the schedule appended hereto and sold to you the Party of the First Part herein is belonging to the joint ownership, enjoyment and possession of the Party of Second Part in which except the Party of the Second Part/landowner and Party of Third Part/Confirming Party, no any other person has right, title, interest, concern, share, power, authority of any nature nor the same has been given to any one by sale, gift, mortgage, agreement to sell or deed of any such nature. Further we the Party of the Second Part and Third part have full right, power and authority to sell the same. By giving such a fair assurance and trust, the property as described in the schedule has been sold to you the Party of the First Part/Purchaser/s herein. Further, as per Title Certificate given in respect of the said property, its title is clear and marketable. Further, the title has been seen and verified by you the Party of the First Part through your advocate as per title clearance certificate. Further, the Party of the First Part has after acquiring self-knowledge satisfaction in respect of schedule property from the Party of the Second Part in respect of land belonging to their ownership and with respect to construction made thereon and therein and other facilities/amenities provided by the Party of the Third Part, the complete information has been provided to the Party of the First Part. Further, all relevant documentary papers concerning the said scheme have been seen and inspected by you the Party of the First Part through your Advocate and upon receipt of full satisfaction for the same in that regard and on satisfying fully with the construction quality and site condition of the said property, you the Party of the First Part has purchased the said schedule property. Thus, with respect to construction quality of the said schedule property and materials used in the construction and structural design and measurement as per site condition, etc. no any dispute is remaining to you the Party of the First Part herein and upon giving such undertaking by you Party of the First Part, the

Party of the Second Part and Party of the Third Part has executed present Sale Deed in favour of you the Party of the First Part herein.

11. Within duration of 5 years after handing over the possession of the property sold to you the Party of the First Part, if structural defect of any nature or in respect of workmanship or quality or service provisions in respect of the property or in the scheme “**SURVI PRISTINE**” is brought to the notice of Party of Third Part by the Party of the First Part and if the said defect has not arisen due to Party of the First Part then in such circumstances, as far as possible, the said defect shall have to be rectified by the Party of the Third Part. However, if it is not possible to hold the Party of the Third Part responsible for such defect or the cause for such defect is beyond the control of the Party of the Third Part or if such defect is because of you the Party of the First Part or the Party of the First Part makes construction of any nature in the said property or performs work of preparing furniture and because of which the construction would suffer damage or for any natural cause, the construction of said property might have suffered damage, then for such any such structural defect/deficiency in respect of workmanship, quality of service provision or quality of work or defect of any other nature and if the defect has arisen at the instance/behest of any person of the Party of the First Part, then the Party of the Third Part shall not be entitled to pay compensation to the Party of the First Part nor there will be any responsibility of the Party of the Third Part to remove such defect at own cost. The maintenance of the services, amenities, common facilities provided by the Party of the Third Part in the said scheme for making use is to be made by Party of the First Part independently in personal capacity or joint use with all other members for which the repairing shall be made by giving necessary annual maintenance rate contracts from year to year.
12. After execution of the Sale Deed in respect of property sold, the use, usage and utilization of the said property in favour of the Party of the First Part, as also units purchased by member/owner purchasing the unit is to be made for the residential purpose only. After execution of the Sale Deed in respect of property sold, the use, usage and utilization of the said property in favour of the Party of the First Part, as also units purchased by member/owner purchasing the unit is to be made for the commercial purpose only. That means the use of commercial unit cannot be made for residential purpose. The planning of the said scheme titled as “**SURVI PRISTINE**” has been made as per development permission granted by the Vadodara Mahanagar Palika, vide Permission No. Ward-4/HB-108/2021-2022 dt. 31-03-2022 and as stated in the approved plan appended with the Rajachithhi, the purchasers/members/owners of the units in the said scheme shall have to park their vehicles only in the parking space provided in the said scheme titled as “**SURVI PRISTINE**” without causing obstruction/ hindrance to others. With such clear cut condition, the present sale deed has been executed in favour of you the Party of the First Part for which the Party of the First Part has given consent.
13. Any provision of this Sale Deed or under the aforesaid Act or rules, regulations framed there under or under all other applicable laws are treated as cancelable or unenforceable under the same then to the extent that such provisions which are

inconsistent with the purpose of this Deed or should be necessarily consistent with the applicable laws or rules regulations framed there under shall be treated or amended to and in that extent and the remaining provisions of this Deed which were applicable at the time of implementation Sale Deed, shall be considered valid and enforceable in such manner.

14. The schedule property and the construction made therein/ thereon has been seen, inspected and examined by you the Party of the First Part and after making its examination/verification, upon getting full satisfaction by you the Party of the First Part and on the say of the Party of the First Part, the present Sale Deed has been executed and on the basis of present Sale Deed, the possession of the property sold has been handed over to the Party of the First Part. However, if you the Party of the First Part commits any mistake in taking over possession of the property sold or the Party of the First Part fails to take over the possession then in such circumstances, you the Party of the First Part is and shall be bound to pay applicable maintenance charges to the Party of the Third Part. With such clarification and specific condition, the present Sale Deed has been executed in favour of you the Party of the First Part.
15. Major Terms and Conditions:
 - A. The party of the second part and third part possesses clear and marketable title of the property/Shop/Office/Showroom/Flat under sale to the Vendee(s), as per title clearance certificate obtained. Price of the Shop/Office/Showroom/Flat may not necessarily be same/at par with that of other Apartment(s)/Shop/Office/Showroom/Flat(s) of the scheme. It would vary depending upon market conditions and various other factors/considerations. The party of the second part and third part reserves the right to fix/determine the price, which may vary from Shop/Office/Showroom/Flat to Shop/Office/Showroom/Flat.
 - B. The party of the second part and third part has constructed the aforesaid Shop/Office/Showroom/Flat and common area and amenities with standard specifications and workmanship, as committed at the time of booking, at the cost specified herein above. The party of the second part and third part are not a manufacturer of the materials/items/fittings/articles/etc. used in the making of the Shop/Office/Showroom/Flat. The warranties/remedies available from the respective Vendor/Confirming/suppliers/manufacturers of the materials/items/ fittings/articles will automatically be assigned/available to the Vendee(s)/End-user(s).
 - C. The Vendee(s)/Tenant(s) will not use the Shop/Office/Showroom/Flat/ premises or any part thereof, nor permit the same to be used for any illegal, immoral or improper purposes nor for purposes prohibited by any statute, law or notification, rules and regulations made by the government or local authority or use the Shop/Office/Showroom/Flat/premises in any manner which may cause damage to the said premises or any part thereof or to the adjoining property/premise(s), or may affect prejudicially the interests in large.

- D. In the case of residential Apartment, the Vendee(s)/Tenant(s) will use the Apartment premises for residential purpose only, and not for commercial or any other purposes. They will not use the same for manufacturing and/or processing activity, and will not use/store any hazardous materials. The usage will be restricted to trading and/or administrative purpose only.
- E. In case the Vendee(s) wish (es) to give his/her/their Shop/Office/Showroom/Flat on lease, the Vendee(s) can do so on lawful terms and will have to submit a copy of lease agreement to the Society / Association.
- F. The Vendees/Occupants/Tenants/Society/Association will NOT at any time do the following conditions/acts mentioned below:
- Change the name of the Scheme.
 - Make any alterations, modifications or changes in the external portion or in the openings (window and doors).
 - Put any projected grills outside Shop/Office/Showroom/Flat or anywhere in the Scheme.
 - Carry out change(s) in the positions of the walls, ceilings, doors, windows etc. or in the elevation/ colour, structural design of the Scheme / Apartment / Shop/Office/Showroom/Flat in any manner whatsoever.
 - Keep/ store material in the lift, staircase, passage, common space/area so to cause obstruction to others and
 - Commit any act knowingly or unknowingly so to cause damage to the Scheme/Apartment(s)/ Shop/Office/Showroom/Flat(s) or its elevation in any manner whatsoever.
- G. Branding/Hoarding of the Shop/Office/Showroom/Flat will be permitted ONLY (strictly) at the places/areas designated by the Vendor/Confirming party for the purpose. Shop/Office/Showroom/Flat would NOT be permitted to do any branding/hoarding/ etc. anywhere else on the Shop/Office/Showroom/Flat and/or in the Society/Community/campus.
- H. It is specifically agreed by and between the Parties that the Vendor/Confirming party has full right to use the terrace to install/erect hoardings and illumination accessories for advertisement of their future projects of the Company or of its sister concerns and the Vendee(s) / Purchaser(s) / Occupants / Society/ Association shall has/have no rights and/or objection in this regard.
- I. The ownership of upper and lower slab and common walls of the Shop/Office/Showroom/Flat shall be of joint/common ownership with the fellow Vendee(s)/member(s) concerned. The Vendees/Occupants may use undivided share of land / space without causing obstruction and hindrance to each other and without raising any dispute or demanding personal ownership. Besides, the Vendee(s)/member(s) will not construct any structure (temporary or permanent in nature) in the common area/land/terrace. In future, if it would be so needed/decided that the said Premises could be reconstructed and redeveloped then in such an instance the Vendor/

Company/its agent should have paramount/primary right to redevelop / reconstruct the said Premises. The Vendee(s) / Purchaser(s) / Occupants / Society/ Association shall has/have no rights and/or objection in this regard.

- J. In case drainage system and/ or water connection of local Development Authority is likely to take some time beyond completion of the Scheme; the Vendor/Confirming party will arrange to provide underground sewage system and / or bore well, as required. In such an event, the Vendor/Confirming party cannot guarantee quality of ground water or guarantee against contamination (if any). Maintenance and repairs of the same will be the onus of the Members / Society / Association/ Community.
- K. Post-completion and installation of Common Amenities/ Equipments / etc. in the Scheme/ Towers, maintenance of the same will be borne from the common maintenance fund notwithstanding whether, or not, possession of the same has/ have been taken over by the Members/Society/ Association. Needless to mention that warranties of Common Amenities /Equipments/ etc., if available from the respective Vendor/Company, will be effective from the date of installations.
- L. On completion/ possession of the Scheme, the Vendor/Confirming party will facilitate formation of Society / Association, and handover/ deposit the maintenance Fund (received from Vendee/s of Shop/Office/Showroom/Flat sold) in the Bank A/C opened in the name of the Society/Association. Onus of maintenance of the Scheme would be of the Society/Association. All the purchasers of the Shop/Office/Showroom/Flat in the Scheme will automatically/compulsorily become members of the Society/ Association with no exception whatsoever, and will have to abide by the rules and regulations of the Society/ Association/community.
- M. Besides payment of Maintenance Charge/ Deposit, additional maintenance charge/s, if any, decided by the Society/Association on its formation or any time in future, as may be deemed fit (recurring or non-recurring in nature), will be payable by all the Vendees / members of the Society/ Association irrespective of,
- Whether the Shop/Office/Showroom/Flat is self-occupied or tenant-occupied or is vacant for whatsoever reason;
 - The location/floor of Shop/Office/Showroom/Flat; and
 - Whether, or not, the common amenities/facilities/ etc. are utilized (partly/ fully). The Society/ Association will have the rights to charge interest/ penalty on the late payments of maintenance which will have to be paid by the Apartment / Shop/Office/Showroom/Flat owners.
- N. Maintenance charge / fund for unsold Apartments/Shop/Office/Showroom/Flat, if any, will be deposited in the Bank Account by the Vendor/Confirming party when the Apartments / Shop/Office/Showroom/Flats are sold. In these cases, additional maintenance charge / s (if any decided by the Society/ Association) will be payable by the Vendee/s from the date the Shop/Office/Showroom/Flat are sold.

- O. Parking facility/ space will be provided at the ground/ basement floor designated for the purpose and / or at the ground level in the extra common space (excluding internal road/s, walking tracks/ space etc.). Apartment-Wise allotment of the same, if required, will be done by the Society/ Association with mutual understanding and convenience or by way of draw-allotment, as may be deemed fit by the Society/ Association. It is not necessary/ feasible that all the members would get identical and even parking space, and of his/ her/ their choice and location.
- P. The effort will, however, be to provide the best possible parking design/layout within the space and resource available in the Campus/ Community so to accommodate vehicles with comfort to the extent possible. Vehicles of visitors/ guests may be allowed in the Campus/Community only if separate space for visitor/ guest parking is feasible and earmarked for the purpose.
- Q. The Purchaser who have purchased commercial Shops/Offices/Showrooms in said scheme i.e. Survi Pristine shall have no right over the Common Space/Amenities/Parking etc. of the residential portion of the Scheme i.e. Survi Pristine. The parking in front of the Shops/Offices/Showrooms in said scheme i.e. Survi Pristine shall remain exclusive for the Shop/Office/Showroom owners & their clients/visitors. And the same, the Purchaser who have purchased residential Apartments/Flats in the said scheme i.e. Survi Pristine shall have no right over the Common Space/Parking etc. of the commercial portion of the said scheme i.e. Survi Pristine. The parking in basement and ground floor of the Apartments/Flats in the said scheme i.e. Survi Pristine shall remain exclusive for the Apartments/Flats owners & their relatives/visitors.
- R. Possession of the Shop/Office/Showroom/Flat will be handed-over after 30 days of full and final payments of total cost including all charges / fees / taxes etc. have been made by the Vendee(s) and Conveyance/ Sale Deed stands executed.
- S. Post-execution of Conveyance/ Sale Deed, if the Vendee(s) desire(s) to carry out furniture, fixture, renovation, interior work etc. in his / her / their respective Shop/Office/Showroom/Flat, he / she/ they will do so ONLY after,
- Actual/ physical possession of the Shop/Office/Showroom/Flat is handed over through exchange of Possession and Acceptance/ Satisfaction Letters; and
 - MGVL allots electricity connection/ meter to the respective Shop/Office/Showroom/Flat.
- T. The Vendee(s) shall have to tender Project Protection Deposit of Rs. ____/- (Rupees _____ only) by way of an undated cheque, as security against violation of guidelines for fit-outs / exterior work/ furniture, fixture, renovation, interior work etc. The deposit will be held by the Vendor/Company or Society / Association till the Scheme is completed and handed over, and the furniture / fixture / renovation/ interior work is completed in all respect or on formation of the Association, whichever is

later. In case of any Violation and/ or any damage caused, the Vendee(s) will have to bear the responsibility for the same and make good for the damages. The cost of rectifying / amending the damage (material/ labour/ etc.) will be deducted/ adjusted from the deposit, and the balance thereafter would be refunded (without interest). In case the cost exceeds the deposit amount, the Vendee(s) will have to bear / pay the same separately (over and above the deposit).

- U. Core cutting and / or drilling of holes etc. in the slab(s)/beam(s)/ column(s) are strictly prohibited else it may cause damage to the structure and its strength for which the Vendor/Confirming party will not be responsible in any manner whatsoever. The Vendor/Confirming party will also not be responsible for damages caused if any, on account of natural calamities, unforeseen events/circumstances / disruptions, mob/ public unrest and disturbances, weather/ chemical effect/s, etc. and also, if any, due to internal-external work carried out by Vendee(s)/Occupants of the Scheme/Shop/Office/Showroom/Flat.
- V. After receipt of B.U. Permission for the said scheme, the right, share of additional F.S.I., common area, etc. of the Promoter will not survive. Its entire right, share shall be of the society or the Association.
- W. The terms and conditions are not exhaustive in nature. The same are subject to change from time to time without notification. Terms/ Conditions mentioned in the Agreement to Sale and/ or Construction Agreement (as the case may be) would also apply / stand valid. General covenants and standard terms/ conditions of the industry / RERA would also apply.
- X. The Vendee(s) confirm(s) having read and understood the terms and conditions specified herein above, and agree(s) to abide by the same. Dispute, if any, will be subject to exclusive jurisdiction under the provisions of Act and/or in the Courts of Vadodara.
- Y. The Vendee(s) shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the said premises or for the purpose of repair of any part of the building or the said premises in the compound or any portion of the building.
- Z. There shall be two different Associations; one for the Residential Owners' Association of Survi Pristine and another for the Shops/Offices/Showrooms (Commercial) Owners' Association of Survi Prive which shall be unanimously formed by the respective owners. Both the Associations shall work jointly and severally for the benefit, betterment and upliftment of the said premises. Both the Associations shall upkeep and maintain separate books of accounts. The Residential owner's Association entrusted all the affairs of maintaining, administrating, repairing or replacing all common amenities, facilities, services for the common use, occupation, enjoyment of all residential owners or occupiers of the residential areas and same way the Shops/Offices/Showroom (Commercial) Owners' Association entrusted all the affairs of maintaining, administrating, repairing of common facilities,

services of commercial common areas. All the purchasers of the scheme shall become the member of the respective Association.

16. The responsibility to pay all taxes, revenue, education cess, etc. in respect of said schedule property after the date of execution of sale deed is and shall be of the Party of the First Part herein.
17. The power to make use of undivided common area of the said scheme shall remain to the concerned association established/made for the said scheme and as per legal provisions, whatever documentary evidences are required to be made out in the name of concerned association, the same shall be made by the Party of the First/Second Part herein.
18. **Severability: For cancellation/revocation of this Deed/Agreement.** Any provisions stated in respect of Agreement to Sell made earlier under the Real Estate (Regulation and Development) Act, 2016 or rules, regulations framed there under or under all other applicable laws are treated as cancelable or unenforceable under then to the extent that such provisions which are inconsistent with the purpose of this Deed or should be necessarily consistent with the applicable laws or rules regulations framed there under shall be treated or amended to and in that extent and the remaining provisions of this Deed which were applicable at the time of implementation of previous Agreement to Sell, shall be considered valid and enforceable in such manner.
19. Further, for making registration of the said scheme titled as ‘**SURVI PRISTINE**’ it has been submitted before the controlling authority of the Real Estate (Regulation and Development) Act, 2016, registered Agreement No._____ is made on dated _____. All conditions and rules mentioned in the same are and shall be binding to all members /holders Unit purchasers in the said scheme.
20. **Dispute Resolution:** Any dispute arising between parties hereto is to be resolved/settled amicably. In any circumstances the resolution cannot be brought by amicable settlement then it shall have to be sent to the council of authority framed under provisions, rules and regulations of the Real Estate (Regulation and Development) Act, 2016.

Schedule **Description of property sold.**

The non-agricultural land situated in the limits of Moje Village **Manjalpur**, in the Registration District Vadodara and Sub District Vadodara, having Lands of Block/S. No. 198 admeasuring 0-62-73 Hec-Are-Sq.mtrs., Block/S. No. 199/1 admeasuring 1-33-55 Hec-Are-Sq.mtrs., Block/S. No. 199/2 admeasuring 0-02-07 Hec-Are-Sq.mtrs., Block/S. No. 201 admeasuring 0-43-50 Hec-Are-Sq.mtrs., Block/S. No. 199/2 admeasuring 0-37-17 Hec-Are-Sq.mtrs., Block/S. No. 199/3/A admeasuring 0-15-20 Hec-Are-Sq.mtrs. i.e. total lands admeasuring 2-94-22 Hec-Are-Sq.mtrs. Upon inclusion of all these lands in T. P. Scheme No. 29, the Final Plot No. 67 has been allotted. As per said Final Plot No. 67, the measurement of the said lands is 17,234 Sq.mtrs. On the said land the commercial and residential scheme titled as “**SURVI**

PRISTINE” has been organized. In the said commercial and residential scheme titled as “**SURVI PRISTINE**” the property of **Shop/Office/Showroom/Flat No. _____** situated on _____**Floor** of **Tower-_____**, which is having carpet area measurement of _____ **Sq.mtrs.** (which is having built up area of _____ **Sq.mtrs.**), measurement of its balcony is _____ **Sq.mtrs.** and its wash area is _____ **Sq.mtrs.** and adjoining Terrace area admeasuring ____ sq.mtrs. and proportionate common road and common plot area admeasuring _____ Sq.mtrs. The said property of **Shop/Office/Showroom/Flat No. _____** has been sold by the Party of the Second Part and Party of the Third Part in favour of you the Party of the First Part vide present Sale Deed. Its boundaries are as under:

- On East :
- On West :
- On North:
- On South:

Photographs of the property for identification:

_____ Vendors	_____ Confirming party	_____ Purchaser
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This Sale Deed has been executed by the Party of the Second Part and Party of the Third Part in favour of you the Party of the First Part upon willingness, in soundness, after reading, understanding, thinking, became aware of the facts, in clear mind, without any sort of pressure, force or threat and decided to sell which is and shall be acceptable, binding and agreeable to all of us, our heirs, successors, etc. and in proof of the same it is signed in presence of the witnesses.

Signature of Party of First Part/Purchaser

(_____)

Signature of Party of Second Part/
Land owners.

(1) Viral Dilipbhai Patel

(2) Rakesh Kantibhai Patel

(3) Survi Infraspac LLP a partnership firm
Through its Managing Partners

Anant Vipinbhai Patel

Signature of Consenting/Confirming Party:
Survi Infraspac LLP a partnership firm
Through its Managing Partners

Anant Vipinbhai Patel

In witness.

1. _____

2. _____

Schedule under Section 32(A) of the Registration Act, 1908

Signature of Party of First Part/Purchaser

(_____)

**Signature of Party of Second Part/
Land owners.**

(1) Viral Dilipbhai Patel

(2) Rakesh Kantibhai Patel

(3) Survi Infraspac LLP a partnership firm
Through its Managing Partners

Anant Vipinbhai Patel

Signature of Consenting/Confirming Party:
Survi Infraspac LLP a partnership firm
Through its Managing Partners

Anant Vipinbhai Patel

Sale Deed No. _____, dt. ____ - ____ - _____

Schedule

Check list as per sub section 3 of Sec. 34 of the Registration Act, 1908.

Sr. No.	Questions to be asked to Vendor, Confirming or their POA.	Reply Yes/No.
1	As stated in deed, in the limits of Mouje Manjalpur, sale deed for the property of Shop/Office/Showroom/Flat No. ____ on __ Floor of Tower-____ in “ SURVI PRISTINE ” is situated in the NA land of Block/S. No. 198, 199/1, 199/2, 201, 199/3/A, T. P. Scheme No. 29, Final Plot No. 67, Sale Deed for the property of Shop/Office/Showroom/Flat No. ____ is made ?	Yes.
2	As stated in the deed, the Property of Shop/Office/Showroom/Flat No. __, having carpet area measurement of _____ Sq.mtrs. (which is having built up area of _____ Sq.mtrs.), measurement of its balcony is __ Sq.mtrs. and its wash area is _____ Sq.mtrs. and adjoining Terrace area admeasuring __-- sq.mtrs. and proportionate common road and common plot area admeasuring _____ Sq.mtrs. The Sale Deed for the said property is made?	Yes.
3	Consideration amount as per details mentioned in the Deed has been received?	Yes.
4	The details mentioned in the deed have been read, caused reading, understanding and signed/Thumb Impression made yourself is admitted by you ?	Yes.
5	Whether Donor of Power of Attorney is alive on the date of Deed.	--
6	In the deed of Power of Attorney, whether the person/s giving power of attorney have made signature/thumb impressions?	--
7	Whether the Power of Attorney is in force on the date of Deed?	--
8	For giving identification, have you brought persons known to you?	Yes.

Questions to be asked to identifiers.

1	Writer person/s of the deed who have given admission, you do know them personally ?	Yes.
2	Name written in the deed and person/s giving admission are same person ?	Yes.
3	Do you give assurance that no person has given admission by holding false name ?	Yes.

Signature of the Writer/POA Holder.

Signature of Identifier.

Signature of Consenting Party.
