

SUN CONSTRUCTIONS

UNIT NO. XXX

DEED OF CONVEYANCE

THIS INDENTURE made at Ahmedabad this _____ day of _____, 2019

BETWEEN

SUN CONSTRUCTIONS (PAN No. AEAFS1643F) a Partnership firm registered GUJAH102075 under the Indian Partnership Act, 1932, having its Registered Office at Sunbuilders Group, Sindhubhavan Road, Bodakdev, Ahmedabad-380058 hereinafter referred to as “THE VENDOR ” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Partners of the said firm at present and from time to time and their respective heirs, executors, successors and administrators) of the ONE PART.

AND

SHRI/SMT _____ Adult, Occupation Business, having his/her residential address at _____, Ahmedabad,

_____, a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business at _____,

_____ Private Limited, a Private Limited Company registered under the provisions of the Companies Act, 1956, having its registered office at _____, Ahmedabad

Hereinafter referred to as “**THE PURCHASER**“ (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s , executor/s, administrator/s, in case of HUF, coparcener/s member/s for the time being and from time to time of the said HUF and their respective heirs, executors, administrators, in case of Proprietary Firm, its Sole Proprietor, his/ her heirs, executors, administrators, successors, in case of Partnership firm, Partner/Partners for the time being and from time to time of the said firm and their respective heirs, executors, administrators and in case of Company its Successors and assigns) of the **OTHER PART**.

WHEREAS under and by virtue of a Deed of Conveyance dated executed by SUN CONSTRUCTIONS in favour of the Vendor herein and registered with the office of the Sub-Registrar- Bopal (9) on the day 25/10/2019 under Serial No.13385 , the Vendor is absolutely seized and possessed of otherwise well and sufficiently entitled to all that piece or parcel of freehold Non-Agricultural residential use land bearing Sub plot no. 2, containing by admeasurements 12895 sq. mtrs. of Final Plot no. 200 admeasuring 46681 Sq.Mts., Draft Town Planning Scheme No. 3 (Ghuma) (Draft Approved on 4/02/2016) allotted in lieu of (1)

Amalgamated Revenue Survey /Block No. (748+749+751 to 754+755B+759) A admeasuring 28305 sq. mts. (Paiki) Revenue Survey/Block no. (748+749+751 to 754+755/B)/A admeasuring 14242 sq.mt. (2) Amalgamated Revue Survey/Block No. 755/A+756+757)/A admeasuring 7278 sq. mts. making admeasuring in aggregate 21620 sq. mts, (entire Final Plot no. 200 admeasuring 46681 sq. mts. was allotted in lieu of the aforesaid Block numbers and other Block numbers admeasuring in aggregate 77,903 sq. mts.) of Mouje Ghuma of Daskroi Taluka in the Registration District of Ahmedabad and Sub District of Ahmedabad-9 (Bopal) and hereinafter for the sake of brevity called as “The said project Land” more particularly described in the FIRST SCHEDULE hereunder written.

Sr. No	Revenue Survey No.	F.P. No.	Registration No. Of Deed Of Conveyance	Seller (Previous Owner)
1	748+749+751+752+753+754+755+756+757	200	13385	M/s Gala Safal Developers & M/s Safal Gala Realities

AND WHEREAS the necessary Permission has been granted for using part of the said Land for Non Agriculture Residential Use purpose vide Order No. NA/U-1/KALAM 65-A/GHUMA/CASE NO. 253/2016 on dated 20/01/2017 & Multipurpose Non Agriculture Use purpose vide Order No. CB/NA/AHMEDABAD/GHUMA/748+749+751TO 754+ 755/B+759/997683/2019 on dated 11/02/2019.

AND WHEREAS in accordance with the permission and plans duly granted/approved by Ahmedabad Urban Development Authority vide its Commencement Letter (Rajachitthi) bearing No. PRM/303/9/2019/556 dated 10/12/2019, the Vendor is in process of developing the said Lands pursuant to the approved plans by constructing a Residential & Commercial building/scheme thereon to be known as “ SUN SOUTHRAYS” comprising of 8 (Eight) separate Buildings bearing Block Nos. “A to H” wherein each block is consisting of First Cellar (Basement), Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteen Floor, Fourteen Floor, Stair Cabin, and Machine Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential & Commercial Units consisting of Apartment/Unit Units in the said building/Scheme and out of the said Buildings part of the Ground and First Floors of only BLOCK NOS. “A TO E” are being Developed for Commercial Use Purpose and the remaining Units of the said Buildings/Scheme are being Developed for Residential Use Purpose.

As per the said approved plans, the Development work of the said project on the said Project land is completed and the Building Use (BU) permission number _____ dated _____ has been received from the concerned authority.

AND WHEREAS the Vendor has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) with the Real Estate Regulatory Authority at _____ under no. _____; authenticated copy is attached as **Annexure A** hereto;

The Vendor has given copy of the approved plans, Commencement Certificate issued by Ahmedabad Urban Development Authority, copies of Sale Deed in favor 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 and is satisfied with the same. 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.

AND WHEREAS the Vendor has agreed to sell proportionate undivided share to the extent of _____ sq. mtrs. in the said project Land together with constructed property being Apartment Unit No. _____ admeasuring _____ sq. fts. i.e _____ sq. mts. (Carpet area) along with attached open terrace admeasuring _____ sq. fts. equivalent to _____ sq. mtrs. (Carpet Area) along with Balcony/ Verandah and wash area chowkdi forming part of the said Apartment/Unit on _____ Floor in the said Building/Scheme known as “**SUN SOUTHRAYS**” (the said constructed property is hereinafter referred to as “**the said Apartment/Unit**”) more particularly described in the **SECOND SCHEDULE** hereunder written (the said undivided share in the said land and the said Apartment Unit shall hereinafter collectively be referred to “the said property”) to the Purchaser and the Purchaser has agreed to purchase the said Property at or for the total price/consideration and on the terms and conditions mutually agreed by and between them and mentioned hereunder. The Purchaser shall be entitled to proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers therein. The common amenities and facilities to be provided in the said project/scheme are more particularly described in the **THIRD SCHEDULE** hereunder written.

AND WHEREAS, the Vendor and Purchaser had entered into an AGREEMENT TO SALE dated with respect to the said Property Which Agreement to Sell was executed by and between the parties hereto and duly registered with the office of the Sub-Registrar

Ahmedabad – (Bopal) on _____ under Serial No. _____ on the terms and conditions agreed upon by the parties hereto and which is valid and subsisting.

The Purchaser hereby agrees that the Vendor shall allot on his sole discretion open or covered parking spaces situated on either ground, podium, stilt or basement constructed as per layout plan in the said project. The allotment of parking spaces shall be on any price consideration decided by Vendor details of which shall be provided in separate parking allotment letter.

AND WHEREAS the Vendor has also provided separate common amenities and facilities for the purchasers of the Commercial Units in the Scheme for their exclusive use only and more particularly described in the **FOURTH SCHEDULE** hereunder written, which amenities and facilities cannot be used by the purchasers of Residential Units in the said Scheme and vice versa, which the Purchaser has hereby agreed. Further, there are certain amenities and facilities which are provided by the Vendor for general and common use of all the purchasers of both the commercial and residential Units which amenities and facilities are more particularly described in the **FIFTH SCHEDULE** hereunder written.

AND WHEREAS the Purchaser has perused, studied and explained to himself/herself/itself the papers, writings, permission and approvals of the authorities, sanctioned plans and specifications of the said Project Scheme, certificate and report on title of the Said Land, and has satisfied himself/herself/itself completely in all respects and shall not be entitled to raise any disputes or further requisitions whatsoever in this regard.

AND WHEREAS the Purchaser has now requested the Vendor to execute a Deed of Conveyance of the said property in his/her/their/its favor in the manner as if hereinafter appearing to which the Vendor have agreed.

AND WHEREAS the Vendor has also agreed as the case may be shall be entitled to sell proportionate undivided share in the said Land along with the remaining constructed property with Common Assets in proportion with right to use all the common amenities and facilities provided in the said building/Scheme and to be used in common with other Purchaser/s by Deed of Conveyance also similar to these presents.

- I. NOW THIS IDENTURE WITNESSETH THAT in consideration of the sum of Rs. ____/- (Rupees _____ Only) paid by the Purchaser to the Vendor as per the memorandum of consideration mentioned in Annexure A here to (The receipt of the said sum of Rs. ____/- Rupees Only) the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth forever, acquit, release and discharge the said Purchaser) the Vendor doth hereby grants, sells, assigns, releases, conveys and assures unto the said Purchaser forever the said property AND ALSO together with all the deeds, documents, writings and other evidences of title relating to the said property or any part thereof and all the estate, rights, title, interest, use, inheritance, possession, benefits, claims & demands whatsoever, at law and in equity of the Vendor into, out of, or upon the said

property or any part thereof, TO HAVE and TO HOLD ALL and singular the said property hereby granted, released, conveyed & assured unto & to the use and benefit of the said Purchaser absolutely forever with the right to occupy and enjoy the same as owner thereof SUBJECT TO the payment of all rates, taxes, assessments, due and duties & other outgoings now chargeable upon the same or hereafter to become payable to the Government of Gujarat, Revenue Authority or any other local body or authority in respect thereof AND the said Vendor do hereby covenants with the Purchaser, that notwithstanding any acts, deeds, matters or things whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for it, made, done, committed, omitted or executed knowingly or willingly suffered to the contrary, it the Vendor now has in itself good right, full power, and absolute authority to grant, release, convey, assign and assure the said property hereby granted, released, conveyed or assured or intended or expressed to be UNTO and to the use of the said Purchaser in the manner aforesaid AND that it shall be lawful for the Purchaser from time to time & at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said property hereby granted with it appurtenance and receive the rents, issues and profits thereof and of every part thereof to & for his/her/its own use & benefit without any suit, lawful eviction, interruption, claim & demand whatsoever from or by the Vendor or by any person or persons lawfully or equitably claiming by, from, under or in trust for the Vendor AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor will and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming by, from, under or in trust for the Vendor AND further that the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said property hereby granted or any part thereof, by, from, under or in trust for the Vendor shall and will at all times hereinafter at the request and at the cost of the Purchaser do execute or cause to be done and executed all such further and other lawful acts, deeds, things, matters, conveyance and assurances in the law whatsoever for the better, further and more perfectly and absolutely granting and assuring the said property and every part thereof hereby granted UNTO and to the use of Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser or its counsel at law.

That the Vendor declares that the said property is its absolute property and further declare that the said property is in its exclusive undisturbed, actual and physical possession and ownership and the same or part thereof is not in possession of any person, body or authority either as lessee/tenant or otherwise and the same is not sold, mortgaged, charged or leased/rented or dealt with in any manner whatsoever by it.

- II. That the Vendor hereby declares that the Vendor has not received any notice under the Land Acquisition or Requisition Act, The Municipal Corporations Act, The Gujarat Town Planning and Urban Development Act, Epidemic Diseases Act, Defence of India Act,

Income Tax Act, 1961, Gujarat Public Moneys (Recovery of Dues) Act, Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, The Bombay Land Revenue Code or any other statutory Enactment or other public body or authority for further requisition or acquisition or reservation or set- back or Road line or attachment of the said property or part thereof for the said purpose or for any other purpose of whatsoever nature and the Vendor has not committed any breach thereof and the terms and condition as also rules and regulations under and by virtue of which the said property has been acquired by the Vendor.

- III. THE Vendor hereby declares that all the taxes, cesses, charges and other outgoings payable to the Revenue Authority, Local Authority and payable by the Vendor in respect of the said property have been paid in full as per demands raised by the said Authorities and as agreed the Vendor will have to pay the arrears if any, found due and payable by the Vendor to the said Authorities and the same henceforth shall be paid by the Purchaser to the said Authorities etc. The Purchasers shall be liable to pay betterment charges, water charges, drainage charges, gas connection charges, internet connection charges or any other connection charges in respect of the said Property.
- IV. The Vendor declares that no attachment under any legal judgement is levied on the said property and further that the Vendor has not been restrained by any court of Law or authority for transferring or alienating the said property in any manner of whatsoever nature either under interim injunction or otherwise.
- V. That the Vendor has handed over the actual, physical and vacant possession of the said constructed Apartment Unit complete in all respects to the purchaser as an absolute owner free from all encumbrances as also said Common Assets as co-owner and possessor thereof along with other Purchasers. The Purchaser hereby unconditionally confirms and agrees that the Purchaser has taken due inspection of the said constructed Apartment Unit as to the measurement and specifications and the Common Assets and Amenities also as to the quantity, quality of materials as also workmanship, the basis construction work and confirm that there are no patent defects in the construction and has/have been completely satisfied with the same in all respects and accordingly the Purchaser shall not be entitled to raise any further disputes or complaints whatsoever with respect to the same.
- VI. If within a period of **five years** from the date of handing over, the Purchaser brings to the notice of the Vendor any structural defect in the said property then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, 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 suppliers; or
- d) In case where guarantees and warranties are provided by the third parties, the same shall be extended to the Purchaser and to honor 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 unit/ building/ phase/ wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by the Purchaser/ Service Society or Limited Company, 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 covenants as mentioned in clause 14 of this Agreement;
- f) The project Service Society or Limited Company or the Purchaser has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/ Vendor'
- g) The Purchaser has carried out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams, etc. in the fittings there in, pipes, water supply connections or any erection or alteration in the bathroom, toilet etc. If any such work/s is/are carried out, then the defect liability shall automatically become void.

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

The Purchasers irrevocably agree that they have purchased the said Property on the following terms and conditions and they covenant the Vendor as stated hereunder –

1. The Purchasers hereby undertakes and declare that they are legally entitled to buy the said property under the prevailing laws and have taken necessary permissions for the purchase of the said Property and have paid the consideration of or the said Property through legally permissible means. It will be the sole responsibility of the Purchasers to abide by the terms and conditions of any such permission. On account of breach of any law or rules by the Purchasers, if any fine or penalty or punishment is imposed by any government authority then the same shall be the liability of the Purchasers alone and the Purchasers hereby completely indemnify the Vendor in this regards for all times to come.
2. The terms and conditions of all other deeds like agreement for sale application form, etc shall also be binding upon the Purchasers and their transferees.
3. The Purchasers accept, confirm and record that he has been given all documents details, particulars, as are specified under the said RERA Act and the rules and regulations made thereunder, and the Purchaser is satisfied in respect of the same. The Purchaser further

agrees and confirms that the Vendor to the satisfaction of Purchaser has carried out all functions, duties and obligations imposed upon the Vendor under the said RERA Act, rules, regulations and guide-lines framed/issued thereunder and also under the said Agreement for Sale, and the Purchaser has no complaint or grievance or objection of any nature whatsoever in respect of the same. The Purchaser hereby acquit, release and discharge the Vendor from its all obligations, duties and functions any and all on its part to be observed and performed generally.

4. The Purchaser has no complaint or grievance of any nature whatsoever for the workmanship quality of construction and the materials used and for the plans, specifications and designs of the Project and the said Property. The Purchaser has taken inspection of the Said Property and has checked, verified and satisfied about its area – measurement, and that said Property is duly complete in all respect with all utilities and all required common amenities, facilities and services. The Purchaser has no disputes in this regard and shall not raise any dispute in future.
5. The Purchaser hereby agrees that the Purchaser is entitled to the attached terrace portion of the said constructed unit and the terrace portion attached to the Unit Nos. ____ situated on the ____ and ____ Floor in the said Building shall belong exclusively to the respective Purchaser/s of the said Unit and the Purchaser herein shall not be entitled to use or have access to the same in any manner in any circumstances. The Purchaser of terrace unit will strictly keep the terrace open to sky & shall not construct any temporary or permanent structure whatsoever.

OR

The Purchaser hereby agrees that the Purchaser of Unit Nos. ____ and ____ are exclusively entitled to the attached terrace portion of the said constructed units situated on the ____ and ____ Floor in the said Building and the same shall belong exclusively to the respective Purchaser of the said Units and the Purchaser herein shall not be entitled to use or have access to the same in any manner in any circumstances. Also it is to be noted that the Purchaser of terrace unit will strictly keep the terrace open to sky & shall not construct any temporary or permanent structure whatsoever.

6. The Purchaser hereby agrees to abide by all byelaws, rules and regulations of the Government and any other authorities and local bodies applicable to the said Property and shall attend to answer and be responsible for actions and violations of any of the conditions or rules or byelaws and shall observe and perform all the terms and conditions that may be imposed by the said authorities from time to time
7. That the Purchasers shall maintain at its own costs the Property purchased by the Purchasers in the same good condition, state and order in which it will be delivered to the Purchasers and shall abide by all bye laws, rules and regulations of the government, the Ahmedabad Urban Development Authority and Torrent Power Limited/UGVCL and any

other authorities, local bodies, and the Service Society or Limited Company 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.

8. The Purchaser shall at no time be entitled to demand partition by metes and bounds of his/her/its undivided share in the said land or interest in the common assets provided in the said building or the said scheme, it being agreed and declared by the Purchaser that his/her/its undivided interest cannot be partitioned in any circumstances whatsoever
9. The Purchaser shall use the Apartment/Unit or any part thereof or permit the same to be used only for purpose of residential use and not for any other purpose. The Purchaser shall not use the said constructed Apartment Unit/property in such a manner which may or is likely to cause nuisance or annoyance to occupiers of the other constructed Unit/s nor for any illegal or immoral purpose. Also The Purchaser shall not use the Apartment/Unit for Machinery repairing, Printing Press, Diamond/Stone cutting mill, Storage of Hazardous Material, Hostel/Boarding school & Hotel with residential rooms. That the Purchasers shall not use the said Property as consulting room of medical professional, doctor's clinic, classes, maternity home and for any other purpose which may be objectionable to the said Vendor/Service Society or Limited Company and other occupiers in the said Scheme.
10. The Purchasers or their employees, agents, etc. shall not demolish or do any additions/ alterations/ modifications of any nature in the said property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said Property or the neighboring premises or the building and shall keep the portion, sewers, drains and pipes in the said Property and the appurtenances there to in good tenable 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 color scheme for all times to come. The Purchasers shall not carry out any alterations in the structure for all times to come and shall not even seek for such permission from the Service Society or Limited Company. The Purchasers may carry out internal civil work (non - structural) with prior written consent of Vendor/Service Society or Limited Company and after obtaining prior written opinion of Structural Engineer of repute and also after obtaining prior permission of Ahmedabad Municipal Corporation and /or any other authorities however the Purchaser shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC Partis or other structural members in the said Property. 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 Owner/Purchaser of a building to ensure that the building is kept in good repair, such that its structure stability is not compromised in any manner. It will be the responsibility of the Owners/Purchasers of the project to obtain a

Periodic Inspection and Maintenance Certificate from a Structural Engineer. The Purchasers hereby confirm to abide with the statutory requirements in this regards.

11. The Purchaser hereby irrevocably agrees and undertakes that the Purchaser shall not in any circumstances whatsoever be entitled to make or carry out any changes in the Plumbing work in any manner of whatsoever nature in the said constructed Apartment Unit. The Purchaser hereby further undertakes that in the event any damages occur to other constructed Units/Building in any manner due to such renovations being done by the Purchaser, he/she/it shall be liable for the same and shall immediately attend to rectify such damage/s caused to other constructed units/Building without any delay or demur whatsoever.
12. The Purchaser hereby covenants to keep the said Apartment Unit, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the Building/Block other than the said Unit at his/her/its own costs and expenses.
13. The Purchaser hereby agrees and declares that, the Purchaser shall not remove any windows or rallying or will not change color scheme of the same. The Purchaser shall not erect any new wall which will result in a change in the elevation of the constructed Building/Blocks and shall not enclose any open areas, if provided in the said constructed Unit in any manner whatsoever.
14. The Purchaser hereby agrees and declares that the said Apartment Unit shall be used, occupied and enjoyed by the Purchaser as one Unit and the Purchaser shall not divide or sub-divide the same for use as more than one Unit. Further, the Purchaser hereby agrees that that the main door of the said Apartment Unit shall not be changed, altered in size or location and no other door, window or opening shall be made in the said Apartment Unit other than as made by the Vendor on completion of the said Unit in accordance with the approved plans thereof.
15. The purchaser hereby agrees and declares that, the Purchaser shall install the outdoor AC units only at the prefixed locations as suggested by Vendor. It is further agreed by the Purchaser that any exhaust/Ducting/Piping in any shops/Units shall be installed as per the plan/s and guidelines of the Vendor.
16. That the Purchasers shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from its Property in the common passages, balconies, compound or any portion of the said Project. The Purchasers shall maintain the esthetics of the Project. The Purchasers shall carry out their work relating to installation of furniture and fit outs, maintenance and operations in a professional manner with the least inconvenience to the other occupiers of the project and without causing any damage to the common areas of the building. The Purchasers shall not store in the Property any goods

which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the unit is situated or storing of which is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Property is situated, including entrances of the building in which the Property is situated and in case any damage is caused to the said building or the property on account of negligence or default of the consequences of the Purchasers in this behalf,. The Purchasers shall be liable for the consequences of the breach. The Purchasers shall abide by the rules and regulations may be formed for the entire Project with regards to carrying out the interior work inside property and shall also pay any deposit or charges as may be levied in this regards. if the Purchaser or its employees, agents, visitors, etc. are found throwing dirt, rubbish, garbage, pan – masala, etc. in any part of the Scheme then the Purchasers shall be liable to clear such dirt, rubbish, etc. at its cost and addition the Vendor/ Service Society or Limited Company shall also be entitled to impose fine on the Purchasers or its employees, visitors, etc.

17. That the Purchaser shall not put any Name Plates without the prior written permission of the Vendor/Service Society or Limited Company. The Vendor/Service Society or Limited Company will provide necessary dimensions and sizes for the Name Plates to be displayed at the entrance of the Units. The Purchaser shall be allowed to put its Name Plates on the entrance wall/ door of their Unit and shall also follow the instructions of the Vendor/Service Society or Limited Company 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/Service Society or Limited Company are authorized to put up the Purchaser's name along with all other members/ occupiers of the Project at a designated place on the ground floor foyer of the building.
18. THAT the Purchasers shall keep insured its Property against loss or damage by fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc in the full value and the Purchasers with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the Service Society or Limited Company 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.
19. That as per the rules of the local authority and norms of the Fire Department, a Fire Fighting System has been installed in the Project Building. The Purchasers hereby confirm that the responsibility for the maintenance, repair and proper up-keep of the said system shall be that of the member of the Project and any loss, damage, injury, accident,

death caused by a fire break out or due to functioning/non-functioning of the fire fighting system shall be the sole responsibility of the Purchasers and no demand/action/claims whatsoever in respect of the same shall be made against the Vendor or the Service Society or Limited Company. 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 Purchaser of a building to ensure that the fire prevention and safety provisions in a building are kept in good working conditions at all times. It will be the responsibility of the owners/Purchasers of the project to obtain a periodic Inspection and Maintenance Certificate from the Fire Protection Consultant. Also it shall be the responsibility of the Owners/Purchasers to take renewals of Fire System licenses at their own cost from the competent authority. The Purchasers hereby confirm to abide with the statutory requirements in this regards.

20. That the Purchasers hereby are aware and unequivocally agree, consent and confirm that the rights to use the terrace space having access from common staircase on the top of the Project building is a restricted/limited facility and its use shall always be regulated by the Service Society or Limited Company. The Purchasers herein shall not have any rights, title or interest in the said terraces of the building.
21. The Purchasers hereby irrevocably agree that the Vendor alone shall have the absolute rights to undertake and carry out all future advertisement, publicity and communications related work through their advertising agency for publicity/ advertisement in the said Project. The Purchaser further agree that Vendors and their agents shall be entitled to install hoardings, LCD Screens, Video walls or any other audio-video modes of advertisement/publicity in the said Project. That the Vendor shall be entitled to use any/all portion of the outer Wall i.e. outer surface of the premises or of the entire building or on terraces for placing/ affixing / printing any advertisement/ signs/ decorative neon lights etc even after this Sale Deed.

That the Purchaser shall permit the Vendor/Service Society or Limited Company , its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hours' notice (except in case of emergency) to enter in to and upon his/ her their property and any part thereof for the purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structures and other conveniences belonging thereto or services used in the said building and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water to the Property or any other property in the building in respect whereof the occupiers of such other Property as the case may be shall have committed default in paying its share of maintenance charges, Common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the Service Society or Limited Company .

22. The PUCHASERS are aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in Units as well as from the neighbouring and upper Units. Leaked water/ moisture may appear on the walls of said Unit and that may deteriorate the paint and plaster on the walls. Purchasers are aware that water being a substance in liquid state is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction and cannot be construed to be defects as mentioned in this deed. Purchasers agree that the Vendor shall not be liable for any damage in the Unit due to leakage of water and its various other after effects. However, the Purchasers hereby undertakes to get repaired the toilets and wet areas at its own cost/expense in case the occupiers of lower or adjoining Units complain of any water leakage in their respective units.
23. The Lift facility in this building shall be used as per rules of the Service Society or Limited Company which is formed for the management of said building. It is to be economically used. The Purchasers as well as their employees or heirs shall not misuse the said lift and will take care and cooperate 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. Thereof during the use of the lift and even as a result of any negligence or otherwise, if anyone is injured or any damage occurs then the Vendor shall not become responsible for it and the Purchasers or their employees, heirs etc shall not demand/ shall not be entitled to demand such damages/ compensation from the Vendor and Purchaser hereby gives assurance and consent in it. The Purchaser is hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat under Gujarat Town Planning and Urban Development Act, 1976 it shall be the responsibility of the Purchaser of a building to ensure that the lifts are kept in good repair, such that its use in safe. It will be the responsibility of the owners/Purchasers of the project to follow the Maintenance Protocol as mentioned in the said regulations. Also it shall be the responsibility of the Owners/Purchasers to take renewals of lift license at their own cost from the competent authority. The Purchasers confirms to abide with the statutory requirement in this regards.
24. The Purchaser hereby agrees and binds himself/herself/itself to become member of a service society namely THE _____ CO.OPERATIVE HOUSING SERVICE SOCIETY LIMITED duly incorporated under the Gujarat Co. operative Societies Act, 1961 (Act X of 1962) and registered with the Registrar, Co. operative Societies, Ahmedabad under Serial No. _____ dated _____ and shall hold requisite number of shares and comply with the Bye Laws of the said Service Society as also Rules Regulations and Resolutions from time to time of the said Service Society and that of General Body / Managing Committee for the purpose of management, maintenance and up-keeping the said entire Scheme known as “**SUN SOUTHRAYS**” and the Purchaser

agrees that he/she/it shall pay regularly the monthly/quarterly/half yearly/yearly proportionate share that may be decided towards the maintenance and up- keeping of said entire Scheme known as “**SUN SOUTHRAYS**” as may be levied for the time by the said Vendor/Society. The Purchaser herein on execution of these presents shall pay to the Vendor his/her/its proportionate share of advance common monthly maintenance charges as decided by the Vendor for the initial period of 24 months and accordingly the Vendor shall itself/through the Service Society maintain the said entire scheme as per the details mentioned in **FOURTH SCHEDULE** hereunder for the initial period of 24 months for which the Vendor shall not be liable to give any accounts in respect thereof. The purchaser has on execution of these presents also agreed to pay for the time being to the said Vendor and transferable at the appropriate time to the said Society a non-refundable lump-sum fixed maintenance deposit amount as decided/ directed by the Vendor/Society and the interest/income derived from the said fixed deposit amount as also from the proportionate similar amounts to be paid by the other Purchasers of the Building/Scheme shall also be utilized by the Vendor/Society towards common expenses, maintenance and other expenses to be incurred by the Vendor/Society. Provided that, the Purchaser shall be required to pay any additional amount towards such expenses in future if said interest/income is not sufficient for the purpose. The purchaser hereby agrees and undertakes that the Purchaser shall not sell or transfer, alienate or part with the possession of said property in any manner whatsoever to any one without the prior written permission of the said Society and on payment of such transfer fees and subject to such terms and conditions as may be decided by the Service Society from time to time. Further, in the event of such transfer the same shall be done subject to the new Purchaser being irrevocably bound by all the terms and conditions of this Deed of Conveyance.

25. The Purchaser hereby agrees that after execution of these presents, if any penalty, premium or any other charges are levied by AUDA/AMC or any other authority in respect of any addition or alterations made or to be made in the sanctioned plans, the same shall be borne and paid by Purchaser if the same are concerning the Purchaser and if same are of common nature, by the Purchaser in common with others
26. If the present construction of said Block/building upon the said land is destroyed and/or demolished and /or required to be pulled down by any reason whatsoever and in that event as and when new construction is required to be made upon the said land then and in such event the different Purchasers of different constructed Units of the said Block including the purchaser herein through the said Service Society shall be entitled to construct the building of such carpet area which would be consistent with the present proportionate holding of the Block/building construction taking into consideration the floor space index permissible at the time the new construction is required to be made and every Purchaser of different Shops/Units/Flats of the Block/building through the said Service Society shall be required to make a new construction at the same place at which the original construction owned by the Purchaser is situated and every Purchaser of a part

of the construction is required to bear proportionate cost on the basis of the floor space index.

27. The Purchaser hereby acknowledges that even after the Service Society or Limited Company has been formed with respect to the said project, the Vendor shall be entitled to sell or in any other manner transfer the un-sold units (s) in the said project to any prospective purchaser on such terms and conditions as it may deem fit and such purchaser/ transferee of un-sold shall be entitled to become member of the Service Society or Limited Company and use all common areas and facilities in the project at par with other unit Purchasers/ occupiers. It is expressly agreed between the parties and the Purchaser hereby agrees and confirms that the Vendor shall not be liable to pay maintenance and all other charges of any nature whatsoever on the unsold units in the said project.
28. The Purchaser hereby agrees that the entire scheme is and will always be known as **“SUN SOUTHRAYS”** and the said name same shall not be changed in any circumstances whatsoever.
29. That the Purchaser shall be entitled to get transferred the said property in the name of Purchaser in the Revenue records concerned as also local body or authority and accordingly Vendor will extend all co-operation and shall also sign and execute necessary Application and other writings addressed to the said Authorities.
30. After obtaining previous written permission of the Service Society or Limited Company /Vendor the Purchasers shall be entitled to transfer/sell, convey, rent, mortgage, charge or in any way encumber or deal with or dispose of said property or to assign, underlet or part with its interest under or benefit of this sale or any part thereof in the said Property and such approval shall not be normally denied unless the Purchasers/occupiers have committed breach or default in compliance of the terms and conditions of this sale deed or any other agreements entered into with of the Service Society or Limited Company 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/Service Society or Limited Company . The Purchasers shall take prior written permission from the Vendor/Service Society or Limited Company before giving the said property or any part thereof on Rent, Lease or Leave and License basis and it shall be the responsibility of the Purchasers to inform the concerned Police station about the renting of the property as per prevailing laws.
31. 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 Service Society or Limited Company for the protection, maintenance, use and transfer of the said Property and other space and premises therein and /or in the compound. They will also abide by

the building rules, regulations and bye-laws for the time being of the Ahmedabad Urban Development Authority, other authorities of the government.

32. That if the Purchasers or its family members, guests or any person coming under the Purchasers have damaged or caused to have damaged any of the common properties/amenities/facilities of the said project or the Purchasers are found to have committed breach of any of the conditions without prejudice to the right of expulsion of the Purchasers from the occupation and membership of the said Service Society or Limited Company and forfeiture of its price and share, the said Vendor/Service Society or Limited Company shall have absolute right to compel the Purchasers to rectify the damages at its own cost and in default, shall have a right to cause it to be done through its agents and employees at the cost of Purchasers and transfer it in any manner they like for making good the losses, expenses etc. suffered by Service Society or Limited Company .
33. All the terms, conditions, stipulations and provisions of this sale deed have been agreed and understood by the Purchasers and the same shall be binding upon the heirs, assigns, transferee of the Purchasers and all other subsequent transferees and future owners and occupiers or tenants of the said property.
34. The Vendor declares that the Vendor does possess certain title deeds and documents and accordingly the photo copies of the relevant documents have been given to the purchaser and the Purchaser has accepted the same to his/her/its complete satisfaction.
35. If any provision/s of this Sale Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Sale Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Sale Deed.
36. The Vendor declares that the said Property has not been covered or declared to be situated within the SCHEDULE/NOTE/LIST of "Disturbed Areas" as mentioned in the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1986 and hence no permission for sale and transfer of the said property is required under the said Act.
37. The Vendor shall not have any claim FSI, additional FSI and Terrace rights after Building Use Permission has been obtained, Such rights if any will be enclosed by the society of buyers.
38. Any dispute/s between the Vendor and Purchaser shall be settled amicably. In case of failure to settle the dispute amicably, the same be referred to the Authority as per the

provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

39. All the expenses such as Stamp Duty, Registration Fee, payable in respect of these presents being executed by the Vendor in favor of the Purchaser both present and future shall be borne by the Purchaser alone.
40. The Purchaser is explained the contents of this conveyance deed in Vernacular language and the Purchaser has understood and accepted the same and has thereafter executed this conveyance deed.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective signature in the manner hereinafter appearing at the place and the day and year first hereinabove written.

**SIGNED AND DELIVERED BY THE
WITHIN NAMED VENDOR
SUN CONSTRUCTIONS
THROUGH ITS AUTHORISED
SIGNATORY**

In the presence of

1. _____

2. _____

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of freehold Non-Agricultural residential use land bearing Sub plot no. 2, containing by admeasurements 12895 sq. mtrs. of Final Plot no. 200 admeasuring 46681 Sq.Mts., Draft Town Planning Scheme No. 3 (Ghuma) (Draft Approved on 4/02/2016) allotted in lieu of (1) Amalgamated Revenue Survey /Block No. (748+749+751 to 754+755B+759) A admeasuring 28305 sq. mts. (Paiki) Revenue Survey/Block no. (748+749+751 to 754+755/B)/A admeasuring 14242 sq.mt. (2) Amalgamated Revue Survey/Block No. 755/A+756+757)/A admeasuring 7278 sq. mts. making admeasuring in aggregate 21620 sq. mts, (entire Final Plot no. 200 admeasuring 46681 sq. mts. was allotted in lieu of the aforesaid Block numbers and other Block numbers admeasuring in aggregate 77,903 sq. mts.) of Mouje Ghuma of Daskroi Taluka in the Registration District of Ahmedabad and Sub District of Ahmedabad-9 (Bopal) and the said sub plot no. 2 of land is bounded as follows:

On or towards the North : By 18 Mts. T.P.S. Road

On or towards the South : By Sub Plot no. 1

On or towards the East : By 12 Mts. T.P. S. Road

On or towards the West : By Survey/Block no. 336

THE SECOND SCHEDULE ABOVE REFERRED TO

All that proportionate undivided share to the extent of _____ sq. mtrs. in the project land along with constructed property being Apartment Unit No. _____ admeasuring _____ sq. fts. i.e _____ sq. mts. (Carpet) **along with attached open terrace admeasuring _____ sq. fts. equivalent to _____ sq. mtrs. (Carpet Area) including balcony/ verandah and wash area chowkdi forming part of the said Office Unit** on _____ Floor of the said building/Scheme known as “SUN SOUTHRAYS” constructed on the said project Land together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Apartment Unit Purchasers therein and the said Apartment Unit is bounded as follows:

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used by the

Residential Unit Holders

- * Lifts
- * Common Open Plot/Lawn
- * Children's Play Area
- * Passage with lights leading to all the Floors and Cellar
- * Over head Water Tank
- * Underground Water Tank
- * Pump with Motor
- * Electric Meter
- * Security Cabin; Entrance and Exit Gates

THE FOURTH SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used by the

Commercial Unit Holders

- * Passage with lights leading from Ground to 1st Floor
- * Separate Underground Water Tank
- * Pump with Motor
- * Electric Meter
- * Parking only in front of the Commercial Unit

THE FIFTH SCHEDULE ABOVE REFERRED TO

- Electric Sub-station
- Drainage Lines – Manhole Connections
- Service Lines in Basement
- Electric Meter Room
- Sewerage Treatment Plant (if Applicable)

THE SIXTH SCHEDULE ABOVE REFERRED TO

Details of common expenses to be incurred by the Vendor for the initial period of 24 Months from the fixed monthly maintenance amount received from the Purchaser

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses
- Housekeeping Expenses for common areas and facilities
- Normal day to day expenses for maintaining and up-keeping of the common areas and facilities.

MEMO OF CONSIDERATION**Rs.**

No.	Date	Bank	Cheque No.	Amount
TOTAL RUPEES				

WE SAY RECEIVED

For, SUN CONSTRUCTIONS

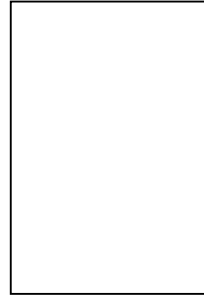
Authorized Signatory

SCHEDULE UNDER THE REGISTRATION ACT (32-A)

The Vendor

SUN CONSTRUCTIONS

through the hands of its Authorized
Signatory



PURCHASER

