

SALE DEED

IN THE OFFICE OF REGISTRAR & SUB-REGISTRAR, GANDHINAGAR SALE DEED OF PROPERTY Flat NO. X / XXX, CARPET AREA WITH WASH & BALCONY AREA OF XXX SQ.MTR, XXX FLOOR, SCHEME KNOWN AS “ **SILICONE NEST** ” ON N.A. LAND BEARING BLOCK NO. 78, FINAL PLOT NO. 62 OF T.P.S. NO. 19, SITUATED AT VILLAGE RAYSAN, TALUKA AND DISTRICT GANDHINAGAR (GUJARAT) FOR RS.00,00,000/- (LAKHS ONLY)

**THE PARTY OF
FIRST PART
VENDOR
/ PROMOTER**

SILICONE AWAS PVT. LTD.
A Private Limited Company duly incorporated
under companies Act Reg No. U45309GJ2021PTC122307

PAN : ABFCS 9909 R

**Having its office At: 207, Silicone Hills,
PDPU Road At – Koba , Gandhinagar - 382007
Through Its Authorized Director
Mukeshkumar D. Patel**

(Hereinafter referred to as the DEVLOPRES which expression shall include their present and future Partners, Managers Administrators, attorneys, assignees, etc.)

**THE PARTIES OF
THE SECOND PART
INTENDING ALLOTTEE
/ PURCHASER**

1. XXX XXX XXX

PAN No. XXX

**Residing At : XXX, Silicone Nest,
TP-19, FP-62, Block 78, Raysan,
District: Gandhinagar, 382007**

(Hereinafter referred to as the party of the SECOND PART and/or VENDEE which expression shall include their present and future, Managers administration, attorney, assignees, etc.)

WHEREAS, SILICONE AWAS PVT. LTD. IS the owner and possessor of the N.A. land bearing BLOCK NO.78, final Plot NO.62 of Town Planning Scheme NO.19, admeasuring 3354.00Sqr. Mtrs. situated at VILLAGE: RAYSAN, TALUKA & DIST . GANDHINAGAR. in the registration District and sub Dist. Gandhinagar. more particularly described in the First Schedule

AND WHEREAS, the **SILICONE AWAS PVT. LTD.** Entered Through a sale deed which is executed before sub-register, Gandhinagar vide registration No. 25004 Dated 10/08/2021. The

party of the First part can Develop, sale , and collect the consideration price from the Second party.

AND WHEREAS the Promoters are entitled to construct buildings on the project land;

AND WHEREAS the Promoter is in possession of the project land.

AND WHEREAS the Promoter has constructed Four Buildings Having Block No. A, B, C, D of High Rise Residential Building on the project Name **SILICONE NEST**

AND WHEREAS the SECOND PART is offered a FLAT NO. X / XXX adm. XXX Sq. Mtrs. "Carpet Area With Wash & Balcony" area `on the XXX Floor,(herein after referred to as the said "FLAT") in the X Block of the Building called(herein after referred to as the said "Building") being constructed in the phase of the said project, by the Promoter

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no ; XXXX On Dt. XXX

Earlier, the Party of the first Part had agreed to sell Flat No. XXX together with undivided ownership right in the land to the Party/ies of the Second Part by Registered Agreement to Sell No. XXX dated XXX.

AND WHEREAS on demand from the Purchaser, the Promoter has given inspection to the SECOND PARTY of all the documents of title relating to the project land and the Approved Plans, designs and specifications prepared by the Promoter's and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under and the SECOND PART is satisfied in respect of the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII and any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flat are constructed or are to be constructed have also been inspected by the SECOND PART and is satisfied in respect of the same.

AND WHEREAS the authenticated copies of the plans of the Layout, Building, Parking, Elevation as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project has also been inspected by the SECOND PART and is satisfied in respect of the same.

AND WHEREAS the Promoter had got approvals from the Gandhinagar Urban Development Authority With vide Letter No. PRM / RAYSAN / 875 / 12 / 2009 / 7624 / 21 Dated 30/07/2021.

AND WHEREAS the Promoter has accordingly completed construction of the said building/s in accordance with the said plans.

AND WHEREAS, now the party of the First PART has agreed to sell FLAT NO. X / XXX, XXX Floor, adm. XXX sqr. Mtrs "Carpet Area With Wash & Balcony" "SILICONE NEST" on NA land bearing Final Plot NO.62 of T.P.S.NO.19, situated at Village RAYSAN, Taluka and District

Gandhinagar in the registration District and sub District of Gandhinagar (Gujarat) which is more particularly described in the SCHEDULE hereunder written.

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

1. The Promoter constructed the said buildings Block A+B + C + D of “ **SILICONE NEST** ” consisting of basement and ground & Seven upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

1. (A) The SECOND PART hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the SECOND PART FLAT NO. X/XXX of "Carpet Area With Wash & Balcony" admeasuring XXX sq. metres at XXX floor for the consideration of Rs. 00,00,000.

1(B) Terrace Right is not include in above consideration. Promoter have not recived any amount for Terrace from Purchaser. & There is No Provision For Exclusive Garage / Parking Spot & It Is Not Provided To Any one.

That, in future if the party of the First shall execute sale deed or notrised document for the common areas of the said scheme under the prevalent law or any other future law in favour of proposed service society/ association which may be formed by residents of said scheme. However, all expenses of the said sale deed or notrised shall be borne by the said society / association.

The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to Purchaser area shown in following Table forming part of the Flat That Include in Above consideration

Flat No.	Carpet Area Sq. Meter	Balcony & Wash Area Sq. Meter	Open Terrace Sq. Meter
X/XXX	XXX	XXX	00.00

Therefore, the Party of the First Part do hereby convey the said property which is more particularly described in the Schedule II hereunder written to the party of the Second part for a the final sale consideration price of Rs. 00,00,000/- is proper and genuine as per market rate of the said property is mutually decided which is fair, proper and according to prevailing market rate and both the parties have accepted the said Sale price is paid in full by the Party of the Second Part to the Party of the First Part as per details given below: -

0,00,000/-	Rupees Lakh Only paid to the party of the First part by party of the second part by Cheque No. XXX of XXX.

2. In consideration of full and final payment of the amount of Rs.00,00,000/- as per above the party of the First Part has given vacant and physical possession of the said property to the Party of the Second part and Party of the Second Part has acquired vacant and physical possession of the said property as an owner after complete visual inspection of the said property. Hereafter, the Party of the First Part shall have no rights over the said property anymore.
3. The Promoter Shall Not Have Any Claim On Over F.S.I., Additional F.S.I , Common Area, Terrace Rights After Obtaining Building Use Permission (Such Rights If Any Will Be Enclosed To Society Of Buyer).
4. The party of the Second part can park his vehicle at parking area only. The party of the Second part will, not use and permit to be used parking spaces for storage or keeping any keeping articles or thing. The party of the Second part/s shall not alter or make any alteration in the parking space.
5. The SECOND PART along with other Purchaser(s)s of FLAT in the building shall join in forming and registering the Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the SECOND PART, so as to enable the Promoter to register the common organisation of SECOND PART. No objection shall be taken by the SECOND PART if any, changes or modifications are made in the draft bye-laws, or the Memorandum as may be required by the Registrar of Co-operative Societies .
6. Within 15 days after notice in writing is given by the Promoter to the SECOND PART shall be liable to bear and pay the proportionate of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society is formed, the SECOND PART shall pay to the Promoter such proportionate share of outgoings as may be determined. The SECOND PART further agrees that till the SECOND PART's share is so determined the SECOND PART shall pay to the Promoter provisional monthly contribution of Rs. 1250 per month towards the outgoings. The amounts so paid by the SECOND PART to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society.
7. The SECOND PART shall pay to the Promoter all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the SECOND PART as follows:

1. The Promoter has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has there rights to carry out development upon the project

land and also has actual, physical and legal possession of the project land for the implementation of the Project.

2. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

3. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

4. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

6. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the SECOND PART created herein, may prejudicially be affected;

7. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said FLAT which will, in any manner, affect the rights of SECOND PART under this Agreement;

8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said FLAT to the SECOND PART in the manner contemplated in this Agreement.

9. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the SECOND PARTS

10. The Promoter has duly paid undisputed governmental dues, rates, charges and taxes and other money, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

11. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

9. THE SECOND PART WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE FLAT MAY COME, HEREBY COVENANTS WITH THE PROMOTER AS FOLLOWS :-

- i. To maintain the FLAT at the SECOND PART's own cost in good and tenantable repair and condition from the date that of possession of the FLAT is taken and shall not do or suffer to be done anything in or to the building in which the FLAT is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the FLAT is situated and the FLAT itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the FLAT 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 FLAT is situated or storing of which goods 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 FLAT is situated, including entrances of the building in which the FLAT is situated and in case any damage is caused to the building in which the FLAT is situated or the FLAT on account of negligence or default of the SECOND PART in this behalf, the SECOND PART shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said FLAT and maintain the FLAT in the same condition, state and order in which it was delivered by the Promoter to the SECOND PART and shall not do or suffer to be done anything in or to the building in which the FLAT is situated or the FLAT which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the SECOND PART committing any act in contravention of the above provision, the SECOND PART shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the FLAT or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the FLAT or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the FLAT is situated and shall keep the portion, sewers, drains and pipes in the FLAT and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the FLAT is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the FLAT without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or avoidable any insurance of the project land and the building in which the FLAT is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. That, the owner s of upper floor shall have to use/ maintain their toilet systematically. If the same is leaked, then such unit holders shall have to repair the same at their cost. However, if leakage occurs on the toilet of upper floor, then such repairing shall carried out immediately at the desire of owners of Lower Unit at the cost of unit holder of upper floor.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the FLAT is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the FLAT by the SECOND PART for any purposes other than for purpose for which it is sold.

ix. The SECOND PART shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the FLAT until all the dues payable by the SECOND PART to the Promoter under this Agreement are fully paid up.

x. The SECOND PART shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the FLAT therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. The SECOND PART shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. The Promoter shall maintain an account in respect of sums received by SECOND PART as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

xiii. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said FLAT or of the said any part thereof. The SECOND PART shall have no claim save and except in respect of the FLAT hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.

10. The Promoter has full right to use the Common Maintenance Deposit paid by the Allottees for the common expenses of the scheme. The Promoter will return the balance amount of the CMD paid by the allottees to the society /association. The Promoter will not give any details of income & expenditure for the monthly maintenance paid by the members and used by the builder for the common amenities of the scheme at the time of handing over the society / association. In the future, member/s of the society/association shall not raise any dispute for the maintenance deposit & monthly maintenance.

11. That the PARTY/ IES OF THE SECOND PART have purchased the said property "AS IS WHERE IS" basis after verifying construction quality and amenities such as Door, Windows, Light Fitting, Water Connection, Pipe Fitting, Flooring etc. of the said scheduled property and the same found to be in working condition. Therefore, the PARTY/ IES OF THE SECOND PART shall not claim in future any cost of repairing for the same and shall not file any suit or complaint against to the party of the first part.

**PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/
SUBSEQUENT PURCHASERS**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent SECOND PARTs of the FLAT, in case of a transfer, as the said obligations go along with the FLAT for all intents and purposes.

At the time of execution of the Notarised deed of the structure to the Society of Intending Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the Common areas of the Structure to the Society of the Intending Allottees.

Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

SEVERABILITY

If any provision of this 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 Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this 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 Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

DISPUTE RESOLUTION

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

SCHEDULE “ I ” DESCRIPTION OF LAND :-

All that piece and parcel of land of residential Non –Agricultural land bearing Block No.78, Final Plot No.62, Tps No.-19 situated lying and being at village Raysan, Taluka and district of Gandhinagar admeasuring about 3354.00 Sq mtrs is bounded as under :

On or towards the East : Final Plot No.67
On or towards the West : Final Plot No.63 & 283
On or towards the North : 12.00 Mtrs Road
On or towards the South : Final Plot No.396

SCHEDULE “ II ” DESCRIPTION OF FLAT

District & Sub-District	Village	F.P. No.	T.P.S. No.	Flat No.	Area Sq. Mtrs.
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Gandhinagar Raysan 62 19 X / XXX Carpet Area XX Sq. Mtrs
XX floor With Balcony & Wash
Undivided Land Area XXX Sq. Mtr.

"SILICONE NEST"

The property is bounded as under :-

On or towards the East : Internal Road
On or towards the West : passage & Flat No. X / XXX
On or towards the North : Flat No. X / XXX
On or towards the South : Flat No X / XXX

SCHEDULE " III " Description of common areas and facilities.

Main Gate & Tubewell	Lift - 2 NO.
Multipurpose Hall 48.76 Sq. Mtr	Underground/Overhead tank

First Schedule Above Referred to Description of the land and all other details. Second Schedule Above Referred Description of the Flat and . Third Schedule Above Referred to here set out the nature, extent and description of common areas and facilities.

In witness whereof , the parties hereto have hereunto set and subscribe their hands hereunder on this date : - - 2021 at Gandhinagar

**THE PARTY OF
THE FIRST PART
VENDOR**

WITNESS

SILICINE AWAS PVT. LTD. A Private
Limited Company Through its Authorized
Director **MUKESHKUMAR D. PATEL**

**THE PARTIES OF
THE SECOND PART
PURCHASER**

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