

FIRST PARTY

THE VENDOR

For, S V Realty


Partner

SALE DEED

M/s. S V REALTY, [PAN NO. _____] a
Partnership Firm, having its office at 201, Siddhraj
Zavod, Nr. sargasan cross road, Sargasan,
Gandhinagar-382421 through its partner
_____ PAN NO.: [_____] Aged
adult, presently residing at

_____ (which expression shall
unless it be repugnant to the context meaning
thereof be deemed to mean and include the said

thereof be deemed to mean and include the said "VENDOR", its partners as on the date and from time to time and the heirs and legal representatives of the last surviving partner and its successors and assigns of the FIRST PART.

SECOND PARTY

THE PURCHASER _____, [PAN No. _____],
[Adhaar No. _____], aged about
_____ years, Occupation: _____,
presently residing at _____.

(Hereinafter in this Sale Deed referred to as the "SECOND PARTY" or "the PURCHASER", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said PURCHASER, his heirs, executors, administrators, agents, successors, legal representatives and assigns) of the Second Part.

The First Party and Second Party shall individually be referred to as Party and collectively as Parties.

WHEREAS:

- (A) The VENDOR herein is absolute owner and is seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces or parcels of non-agricultural lands bearing (1) Final Plot No. 42 admeasuring about 9353 sq. mtrs. of Town Planning Scheme No. 6 (Kudasan-Sarghasan-Dholakuva-Por) given in lieu of Old Block No. 109 admeasuring 14,389 sq. mtrs. and present new Block Nos. (i) 109/A admeasuring 6771 sq. mtrs. and (ii) 109/B admeasuring 7618 sq. mtrs.; and (2) Final Plot No. 43 admeasuring about 2969 sq. mtrs. of Town Planning Scheme No. 6 (Kudasan-Sarghasan-

4567 sq. mtrs. and present new Block Nos. (i) 110/B/1 admeasuring 2382 sq. mtrs. and (ii) 110/B/2 admeasuring 2185 sq. mtrs. aggregating to total area admeasuring 12,322 sq. mtrs. situate, lying and being at Moje Kudasan, Taluka Gandhinagar in the Registration District of Gandhinagar and Sub District of Gandhinagar hereinafter referred to as the said "Project Land /Land" in this Sale Deed and is more particularly described in the **SCHEDULE - I** hereunder written.

- (B) That (1) Vinodbhai Sankarbhai Patel; (2) Sharmisthalaxen Shankarbhai Patel; (3) Garishbhai Babubhai Patel; (4) Hiteshkumar Hasmukhbhai Patel; (5) Gaurang Hasmukhbhai Patel and (6) Kusumben Wd/o Hasmukhbhai Patel being partners of the S V Realty partnership firm brought the said Project Land in the Vendor Firm as a capital contribution vide partnership Deed dated _____ registered before the Sub Registrar of Gandhinagar at serial no. _____ on _____. Upon such Partnership Deed, the VENDOR herein has become the owner of said Project land and has been put in quiet, vacant and peaceful possession of the said Project Land.
- (C) That the Non Agricultural Use Permission for the said Project Land has been granted by the Collector Gandhinagar vide various orders as under:

Sr. No.	Block No.	I.P. Area (in sq. mtrs)	Date
	F.P. No.		Order
1.	110/B/2	1420	08-10-2012
	43 paiki		LAQ/Tatkal/N.A./S.R. 87/12/Vashi 5018 to 5033/2012
2.	109/B	4952	07-11-2012
	42 paiki		LAQ/Tatkal/N.A./S.R. 82/12/

3.	42 paiki	1401	LAQ/ Tafkal/ N.A./ S.R. 82/12/ Vashi 5623 to 5639/2012
	109/ A		07-01-2019
	42 paiki		C.B./ Jamin/ N.A./ S.R. 132/18/ Vashi 145 to 160/2019
4.	110/ B/1	1549	07-01-2019
	43 paiki		C.B./ Jamin/ N.A./ S.R. 132/18/ Vashi 145 to 160/2019
Total		F.P. No (42+43)	12,322 sq. mtrs

- (D) That VENDOR has got the plans sanctioned and approved from Gandhinagar Urban Development Authority for constructing various Commercial Units on the said Project Land vide below stated Rajachitthi (Commencement Letter) dated 04-10-2017 bearing _____ reference/Rajachitthi _____ no. PRM/Kudasan/527/11/2012/371/2019 have been issued in this regard ("**Development Permission**").
- (E) That as per the said approved plan the VENDOR has commenced development of the said Project Land and started construction of Commercial Project named "**SIDDHRAJ Z²**" (hereinafter referred to as said "**Project**"). The Project consists of 3 Blocks (viz. West Block, East Block and Corporate Block) having total 335 number of shops and offices and the construction detail is as per the Development Permission issued by designated authority.
- (F) AND WHEREAS the VENDOR has registered the Project "**SIDDHRAJ Z²**" under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said "**Act**") and the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 (hereinafter referred to as the said "**Rules**") with the Real Estate Regulatory Authority at Ahmedabad

(hereinafter referred to as the said "**Authority**") and the said Authority has issued a Registration Certificate of Project dated _____ bearing reference no. _____

- (G) That 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.
- (H) The VENDOR has given copy of the approved plans, Commencement Certificate issued by AMC, copies of Sale Deed in favour of VENDOR, its Index No. 2, and Village 7-12 Forms, NA Permissions, and all relevant title documents etc. to the PURCHASER herein. The PURCHASER has also verified the documents filed/uploaded by the VENDOR with the Real Estate Regulatory Authority. The PURCHASER has carefully inspected and studied the same, got them scrutinized and examined by his lawyers, and is fully satisfied about them. That the PURCHASER is 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 granted by competent authority. The PURCHASER confirms that no further investigation is required in this regards and will never raise any objection in future.
- (I) The VENDOR and PURCHASER had negotiated for the sale of **Unit** being _____ bearing **No.** _____ totally admeasuring _____ sq. mtrs of carpet area (breakup as shown in the table below), situated on _____ **Floor** of the said Project "**SIDDHRAJ Z**" together with proportionate undivided impartible right in the said Project land and more particularly described in the **SCHEDULE- II** hereunder written for the Purchase Consideration of Rs. _____/- (**Ruppes** _____ **only**)

(hereinafter referred to as the said "Purchase Consideration". The detail of the carpet area (As per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Property is as follows:

Unit/Shop/ Office No	Carpet Area Sq mtrs.	Exclusive Open Terrace Area (in sq. mtrs)	Proportionate Undivided land Sq. mtr

- (J) Thereafter an Agreement for Sale dated _____ was executed between the Parties which was registered before the sub registrar of Gandhinagar, at serial no. _____ dated _____ for the sale of said Property.
- (K) The VENDOR shall form a Service Society/Company for management and maintenance of common facilities of said Project.
- (L) The said Purchase Consideration is calculated on the basis of the Carpet Area of the said Property and includes proportionate price of the common areas and facilities of the said Project. The nature, extent and description of the common areas and facilities of said Project are more particularly described in the **SCHEDULE-III** hereunder written.
- (M) THAT the PURCHASER has paid the above stated price to the VENDOR in the manner as stated hereunder:-

Amount paid to VENDOR by PURCHASER

Sr No.	Amount in Rs.	Cheque/DD/NE FT No.	Date	Bank Details
1.				
2.				

3.				
4.				
Total	Rs. _____/- (Rupees _____ only)			

Total Rs. _____/- (Rupees _____ only)

1. **NOW THIS INDENTURE WITNESSETH THAT** in consideration of the payment of the said Purchase Consideration of Rs. _____/- (Rupees _____ only) paid as mentioned above by PURCHASER to the VENDOR being the full consideration payable by the PURCHASER for the said Property more particularly described in the Schedule-II hereunder written; the payment and receipt whereof the VENDOR doth hereby admits and acknowledges and of and from the same and every part thereof for ever acquit, release and discharge the PURCHASER, the VENDOR doth hereby convey, grant, transfer and assure unto the PURCHASER **ALL THAT** said Property (more particularly described in the SCHEDULE-II hereunder written) **TOGETHER WITH** the right to use common areas and facilities of the Project (more particularly described in the SCHEDULE-III hereunder written) appurtenant to the said Property proportionately with other owners of various units in the Project **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the VENDOR in to out of or upon the said Property or any part thereof **TO HAVE AND TO HOLD** the said Property hereby, granted, conveyed and assured or intended or expressed so to be with their and every of their rights, title, interest, easement and appurtenances **UNTO AND TO THE USE AND BENEFIT** of the PURCHASER for ever as full owner as members of the Management Body and subject to the rules, regulations and resolutions of the said Management Body and also subject to the terms and conditions stated in this Deed and in other agreements/deeds made in respect of this Property.

- II. The PURCHASER is aware that, the entire land on which the said project is constructed will be eventually held by the all the purchasers of the units in the said Project. The PURCHASER is aware that the other units situated in the Project shall be transferred in future and agreements and Sale deeds/Conveyance deed will be made in favor of such other buyers and hence, all the owners shall have undivided interest in the common facilities, areas and amenities and shall be entitled to use and enjoy them jointly.
- III. That quiet, vacant and peaceful possession of the said Property described in Schedule-II is delivered by the VENDOR herein to the PURCHASER today and the PURCHASER acknowledges the delivery of the said Property in good and proper condition. The PURCHASER has verified and is satisfied with the quality of construction, specifications, fixtures, fittings, project amenities and facilities, etc. and he shall not raise any objections/claims in this respect in future. The PURCHASER has also verified the physical condition of the said Property and is satisfied with the same. The PURCHASER has completely satisfied herself with regards to the measurement of carpet area of the said Property and has no objections in this regard and shall not raise any dispute in future.
- IV. AND the VENDOR doth hereby for itself, its successors and assigns COVENANT with the PURCHASER that notwithstanding any act, deed, matter or thing whatsoever by the VENDOR or any of their ancestors or testators or any person or persons lawfully, or equitably claiming by, from, through, under it or them or omitted or knowingly suffered to the contrary the VENDOR now hath at the sealing and delivering of these presents good right, full power and absolute authority to allot, grant, release and assure the said Property hereby granted, conveyed released or assured or intended so to be unto and to the use of the PURCHASER in the manner

aforesaid and subject to the terms and conditions stated in this deed and also subject to rules, regulations and resolutions of the Management Body.

V. AND that the PURCHASER, after obtaining possession of said Property from the VENDOR in writing, shall and may at all time hereafter peacefully and quietly enter upon, occupy, possess and enjoy the said Property and receive the rents and profits thereof and of every part there to and for his use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the VENDOR or any members or any of them or claiming by, from, under or in trust for it or any of them upon fulfillment of and subject to what is stated herein.

VI. AND full and free right liberty and license for the PURCHASER, his heirs, executors, administrators, agents, successors, legal representatives and assigns for the time being of the said Property and he or his tenants and servants and all other persons authorized in that behalf by him from time to time and at all times after delivery of possession from the VENDOR in writing, by day and or night for all purposes connected with the use and enjoyment of the said Property to go, return, pass and re-pass with or without vehicles in, along, over and upon the land of common facilities and approaches subject to what is stated elsewhere in this Deed and rules made by the Management Body from time to time.

VII. THE VENDOR covenants with the PURCHASER that the said Project Land and construction or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever and that no one else has any right of maintenance or otherwise from and over the said Property.

VIII. THE VENDOR covenants with the PURCHASER that the said Project Land and construction or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever and that no one else has any right of maintenance or otherwise from and over the said Property and that said Property is free from any encumbrances, mortgages, lien or charge of any nature whatsoever and that the VENDOR has not taken any loan or financial assistance of any nature from anyone by creating charge over the said Property or its title deeds on the said Project Land. Therefore the said Villa is free from any mortgage or charge.

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

- a. If the cause of any such defect is not attributable to the VENDOR or are beyond the control of the VENDOR; or
- b. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c. VENDOR shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory

- made products which are not considered as defect by the manufacturers or the supplier; or
- d. In case where guarantees and warranties are provided by the third parties, the same shall be extended to the PURCHASER and to honour such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said Office/Shop/building/phase/wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by the PURCHASER/Management Body, the VENDOR shall not be responsible for any defects occurring due to the same; or
 - e. If the PURCHASER has defaulted in any of his representations or warranties as mentioned in this Sale Deed.
 - f. The Purchaser is made aware that the passenger lifts installed in the said Project by the Vendor/Developer is not for the purpose for loading and unloading the goods for the business and the lifts shall be used only for and by the passenger for their personal use. The purchaser shall use only service lifts for the purpose for loading and unloading the goods for the business.
 - g. The Management Body or the individual PURCHASER shall adhere to maintenance schedule as prescribed by the manufacturer/VENDOR.
 - h. The purchasers of the said project are aware and acknowledges that if any commercial unit in the said project is used for the purpose of Hospital/Pathology Laboratories, Restaurants, Salons, Beauty Parlor or any other business in

the said Project then the owner/occupier/licensee/lessee of the such commercial unit shall, on its own cost, arrange for the disposal of the waste without causing any hindrance or nuisance to any other Unit Holders/Businessmen of the said project or to the building or part thereof. The purchasers of the said Project covenant to the Vendor that without prior written consent of the Vendor/Management Body/Association as the case may be, the purchaser shall not make any alteration to the exteriors of the said building. Further the owners/tenants of restaurants/hotels in the said building shall, on their own cost, make arrangements for disposal of smokes and for such purpose the purchasers or their tenants/agents/lessee/ or any other person under them or with them shall install duct/chimney at a designated place with the consent of the Vendor. In addition such restaurants/hotels shall not play loud music and shall do any other things in their property or outside which shall causes nuisance/ noise pollution to the other members of the said Project. The restaurants/hotels hereby agrees to make the was area to be water resistant, shall also take the prior written permission of the Vendor/Management Body for installation of Industrial R.O. system in the building/ project or any other part thereof and shall use the place for loading and unloading their goods only in the place as designated by the Vendor/Management Body.

- i. The PURCHASER is hereby informed not to use acid for cleaning bath, toilet, wc, kitchen, balcony etc. because usage of acid causes the joints to open/widen resulting in seepage/leakage. In future if there is any leakage/seepage of water/gutter-line due to usage of acid then the PURCHASER/Management Body shall be responsible for carrying out such repair work in its Apartment or in the

Apartment located on upper/lower floor at their own cost and expense.

- j. The PURCHASER shall not carry out any alterations of any nature in the said Apartment which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the PURCHASER shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the VENDOR then the defect liability automatically shall become void.
- k. That the PURCHASER has been made aware and he expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which shall not be deemed to be structural/ workmanship defects.
- l. It is expressly agreed that before any liability of defect is claimed by or on behalf of the PURCHASER, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Sale Deed.

- X. The VENDOR hereby declares that the permissible Floor Space Index (FSI) available as on date with respect to the Project Land is 27724.50 sq. mtrs. as per the rules and regulations of Gujarat Development Control Regulations. The Vendor further declares that the Floor Space Index of about 27690.34 sq. mtrs has been

utilized by the Vendor in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Vendor by utilizing the proposed FSI as per the site plan passed by the GUDA in respect of the said Project. Further the VENDOR herein declares that the VENDOR has used entire FSI available on the said Project Land and upon execution hereof the VENDOR shall have no right over any FSI which is not used by the VENDOR and also shall not have any right over any future FSI, if any, available on the said Project land.

- XI. That the VENDOR has paid and shall pay all kinds of Panchayat taxes, Cesses, Betterment charges and Revenue Taxes etc in respect of the said Property up to the date of receipt of BU permission. Irrespective of the date of booking or sale deed execution, the PURCHASER shall be liable to proportionately pay such taxes, property taxes, cesses, charges, etc for the period post BU permission date. The PURCHASER shall also be liable to proportionately pay water charges, drainage charges, gas connection charges, internet connection charges or any other connection charges in respect of the said Property.
- XII. The PURCHASER hereby undertakes and declare that he is legally entitled to buy the said Property under the prevailing laws and has taken necessary permissions for purchase of the said Property and has paid the consideration for the said Property through legally permissible means. It will be the sole responsibility of the PURCHASER to abide by the terms and conditions of any such permission. On account of breach of any law or rules by the PURCHASER, if any fine or penalty or punishment is imposed by any government authority then the same shall be the liability of the

PURCHASER alone and the PURCHASER hereby completely indemnify the VENDOR in this regards for all times to come.

- XIII. The terms and conditions of all other deeds like agreement for sale, application form, etc shall also be binding upon the PURCHASER and his transferees.

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

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

1. The VENDOR shall form Management Body for management and maintenance of common facilities and amenities of said Project and PURCHASER shall from time to time sign and execute the application and other papers and documents necessary for the membership of the Management Body. The PURCHASER shall co-operate and assist the VENDOR for formation of the Management Body and shall become member of the said Management Body by purchasing necessary shares. The PURCHASER also agrees to abide by the rules, regulations and resolutions of the Management Body which is formed for the management of the said Project and assures that he shall not commit any breach of the same.
2. The PURCHASER hereby agree that he shall also be liable to pay to the VENDOR, the PURCHASER'S share of stamp duty and registration fees payable for transfer of title in common areas of the Project in favour of the Management Body. If the PURCHASER fail to pay such amount, then the VENDOR shall be entitled to deduct the proportionate amount from the Maintenance Deposit paid by the PURCHASER to the Management Body.

3. The PURCHASER shall observe and perform all the rules and regulations which the Management Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Property therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Management Body regarding the occupancy and use of the said Property in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings.
4. It is hereby agreed by the PURCHASER that as a owner of the said Property in pursuance of this deed he shall deposit with the Management Body necessary maintenance Deposit as decided by the Management Body / VENDOR from time to time. The PURCHASER agree that subsequently he shall also pay such amount as may be decided by the said Management Body/VENDOR for running or routine maintenance charges. The PURCHASER shall bear and pay any applicable service tax or GST on such maintenance charges or deposit payments. Maintenance deposit & running maintenance amount shall be utilized by the said Management Body/VENDOR towards common expenses, maintenance and other expenses incurred for the management and maintenance of common amenities and services of the Project. The Management Body shall also be entitled to use/spend the corpus of the said maintenance deposit fund in case of necessity. The PURCHASER shall also be required to pay additional amount in future as corpus fund or otherwise if the Management Body so decides to meet with such expenses. In case if the PURCHASER

fails or refuses to make the necessary payments to the said Management Body, the said Management Body shall be entitled to cut off the common services agreed to be given to the PURCHASER and thereafter the PURCHASER shall not be entitled to demand such services from the said Management Body and the PURCHASER shall also be bound to pay interest at the rate as prescribed by said Management Body per month in case of default or delay. The PURCHASER shall not be entitled to use and demand any services and facilities from the Management Body if he had committed default in payment of maintenance charges.

5. The Purchaser shall install the air conditioners, its outdoor unit, its connection, T.V. connection, its Antenna and any other work in relation to cabling of the aforesaid amenities shall be done only at the place designated by the Vendor/Management Body.
6. The PURCHASER shall not use the said Property or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the Project or to the owners or occupiers of the neighboring properties nor for any immoral or illegal purposes. The PURCHASER agrees not to obstruct the common areas or passages of the Project or the ground floor margins of the said project or the side margins of the said project by erecting any kind of temporary or permanent structure or placing any kind of furniture or fixtures like cabinets, table, chairs or other such loose materials.
7. That the PURCHASER shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from its Property in the common passages, balconies, compound or any portion of the said Project. The PURCHASER shall maintain the esthetics of the Project. The PURCHASER shall carry out his work

relating to installation of furniture and fit outs, maintenance and operations in a professional manner with the least inconvenience to the other occupiers of the project and without causing any damage to the common areas of the building. The PURCHASER shall not store in the said 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/Shop is situated or storing of which is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Property is situated, including entrances of the Building in which the Property is situated and in case any damage is caused to the said Building or the Property on account of negligence or default of the PURCHASER in this behalf, the PURCHASER shall be liable for the consequences of the breach. The PURCHASER shall abide by the rules and regulations as may be formed for the entire Project with regards to carrying out the interior work inside the said property and shall also pay any deposit or charges as may be levied in this regards. If the PURCHASER or his employees, agents, visitors, etc. are found throwing dirt, rubbish, garbage, pan-masala, etc. in any part of the Scheme then the PURCHASER shall be liable to clear such dirt, rubbish, etc at his cost and in addition the VENDOR/ Management Body shall also be entitled to impose fine on the PURCHASER or his employees, visitors, etc.

8. The PURCHASER shall not use the said Property for residential purposes. The VENDOR/ Management Body shall also be entitled to immediately stop the residential use even if such use has begun.
9. That the PURCHASER shall use the said Property for any purpose which shall not be objectionable to the said VENDOR/ Management Body and other occupiers in the said Scheme.

10. That the PURCHASER shall maintain at his own costs the Property purchased by the PURCHASER in the same good condition, state and order in which it will be delivered to the PURCHASER and shall abide by all bye laws, rules and regulations of the government, the Gandhinagar Urban Development Authority, GUDA and Electricity Company Limited and any other authorities and the Management Body and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Sale Deed.
11. The PURCHASER or his employees, agents, etc. shall not demolish or do any additions/alterations/modifications of any nature in the said Property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said Property or the neighbouring premises or the Building and shall keep the portion, sewers, drains and pipes in the said Property and the appurtenances thereto in good 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 / facade of the Project Building or the colour scheme for all times to come. The PURCHASER shall not carry out any alterations in the structure for all times to come and shall not even seek for such permission from the Management Body. The PURCHASER may carry out internal civil work (non-structural) with prior written consent of VENDOR/ Management Body and after obtaining prior written opinion of Structural Engineer of repute and also after obtaining prior permission of local authorities however the PURCHASER shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Property.

12. The PURCHASER shall not alter/change the size and shape of the door, windows, shutters etc and shall not make any hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring, ceiling etc of the said Building/Apartment. The PURCHASER shall install the air conditioners / coolers at designated places only and in a manner in which the aesthetics of the Project are not compromised.
13. That the PURCHASER shall not put any Name Plates without the prior written permission of the VENDOR/ Management Body. The VENDOR/ Management Body will provide necessary dimensions and sizes for the Name Plates to be displayed at the entrance of the Apartment. The PURCHASER shall be allowed to put his Name Plate on the entrance wall/door of his Apartment and shall also follow the instructions of the VENDOR/ Management Body regarding dimension and size of the Name Plates. The PURCHASER shall never put or install any hoarding, or vinyl or signage or any drape inside the said property which is visible from outside the building in any manner and the PURCHASER shall not put or install anything on the facade of the building. Only the VENDOR/Management Body is authorized to put up the PURCHASER name along with all other members/occupiers of the Project at a designated place on the ground floor foyer of the Building.
14. 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 PURCHASER hereby confirm that the responsibility for the maintenance, repair and proper up – keep of the said system shall be that of the members residing in the Project and any loss, damage, injury, accident, death caused by a fire break out or due to functioning/ non functioning of the fire fighting system shall be the

sole responsibility of the PURCHASER and no demand/action/claims whatsoever in respect of the same shall be made against the VENDOR or the Management Body. The PURCHASER is hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat under Gujarat Town Planning and Urban Development Act, 1976, it shall be the responsibility of the Owners/PURCHASER of a building to ensure that the fire prevention and safety provisions in a building are kept in good working conditions at all times. It will be the responsibility of the owners / PURCHASER/S of the project to obtain a Periodic Inspection and Maintenance Certificate from the Fire Protection Consultant. Also it shall be the responsibility of the Owners / PURCHASER/S to take renewals of Fire System licenses at their own cost from the competent authority. The PURCHASER hereby confirm to abide with the statutory requirements in this regards.

15. THAT the PURCHASER shall keep insured his Property against loss or damage by fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc in the full value and the PURCHASER with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the Management Body or the VENDOR, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the Property being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the Property.
16. The PURCHASER is aware that the other units situated in the Project shall be transferred to other purchasers in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other purchasers. The PURCHASER is made aware that several units in the said project shall have exclusive terrace

rights with respect to terraces located adjoining to their Units. The purchasers of the units with exclusive terrace shall be entitled to put upon temporary or permanent construction on the terrace and shall not use such terrace for commercial activities such as restaurant/ café/ lounge etc. The PURCHASER is also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the PURCHASER will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of proposed Management Body.

17. That the PURCHASER shall permit the Vendor/Management Body, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hour's notice (except in case of emergency) to enter in to and upon his property and any part thereof for the purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structures and other conveniences belonging thereto or services used in the said building and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water to the Property or any other property in the building in respect whereof the occupiers of such other Property as the case may be shall have committed default in paying their share of maintenance charges, Common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the Management Body.
18. The PURCHASER is aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in Apartments as well as from the neighboring and upper

Apartments. Leaked water/moisture may appear on the walls of said Apartment and that may deteriorate the paint and plaster on the walls. PURCHASER is aware that water being a substance in liquid state is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction and cannot be construed to be defects as mentioned in this deed. PURCHASER agrees that the VENDOR shall not be liable for any damage in the Apartment due to leakage of water and its various other after effects. However, the PURCHASER hereby undertakes to get repaired the toilets and wet areas at his own cost/expense in case the occupiers of lower apartment below the said Property complains of any water leakage in their roof.

19. The Lift facility in this building shall be used as per rules of the Management Body which is formed for the management of said building. It is to be economically used. The PURCHASER as well as his employees or heirs shall not misuse the said lift and will take care and co-operate about it. The lift is of a standard quality and necessary permissions are taken for its usage. But it is a machine and is not manufactured by the VENDOR. Therefore during the use of the lift and even as a result of any negligence or otherwise, if anyone is injured or any damage occurs then the VENDOR shall not become responsible for it and the PURCHASER or his employees, heirs etc shall not demand/shall not be entitled to demand such damages/compensation from the VENDOR and PURCHASER hereby gives assurance and consent in it. It shall be the responsibility of the Owners/PURCHASER of a building to ensure that the lifts are kept in good repair, such that its use is safe. It will be the responsibility of the owners/purchasers of units in the project to follow the Maintenance Protocol as mentioned in the

said regulations. Also it shall be the responsibility of the Owners/ PURCHASER to take renewals of Repair/Maintenance contract and Lift licenses at their own cost from the competent authority. The PURCHASER confirms to abide with the statutory requirement in this regards.

20. The PURCHASER and his family members, staff, visitors, etc. shall not spoil or damage any part of the common property or amenity. The Vendor/ Management Body shall be entitled to impose fine on any person spoiling or damaging the common property or rendering it unfit for public use and also recover the cost of repairs from the PURCHASER.
21. The VENDOR has provided 2 (Two) basements parking spaces for cars and vehicles in the Project as per the provisions of the prevalent General Development Control Regulations. It has been agreed between the Parties that the VENDOR shall allot car parking space to the Purchasers of the offices/Shops/members in the Project on chargeable basis and on first cum first basis and if permissible the Vendor/Management Body may use other open areas or marginal areas for allotment of parking spaces to the occupiers of the Project. The location of parking space being allotted to the PURCHASER shall be at the discretion of the Vendor/Management Body and the PURCHASER shall not raise any dispute in this regards. The PURCHASER hereby is aware and unequivocally agree, consent and confirm that the PURCHASER and his family members shall park their vehicles only in his designated parking area and they shall not be entitled to park in visitor parking area or designated parking area of any other member of the Project. All parking areas in the Project (in basement or hollow plinth or margins) shall be reserved for particular Unit and such reservations shall be done by the Vendor/Management Body. The Vendor shall decide allotment of exclusive parking slots

to any offices/Shops occupier. The Vendor shall be entitled to take strict action against the PURCHASER, including imposition of fine, if he don't follow the parking rules. The PURCHASER is aware that for purpose of better safety and security of premises and convenience to owners/end users, the entry/movement of heavy vehicles shall not be permitted inside the Project. The PURCHASER hereby agrees to abide by the parking allotment arrangements made by the Vendor/Management Body and not to raise any dispute with regards to the same in the future.

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

conditions of this sale deed or any other agreements entered into with of the Management Body or its rules, resolution etc as the case may be and if the activities of the transferor or transferee are not suitable to the Building/ Management Body. The PURCHASER shall take prior written permission from the VENDOR/ Management Body before giving the said Property or any part thereof on Rent, Lease or Leave and License basis and it shall be the responsibility of the PURCHASER to inform the concerned Police Station about the renting of the Property as per prevailing laws.

25. That the PURCHASER and the persons to whom the said Property shall be subsequently transferred, assigned or given possession of with the permission of the Management Body of the said Project shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the said Management Body may require for safeguarding the interest of the said Property and its occupiers.
26. That the PURCHASER and persons to whom the said Property shall be subsequently transferred, assigned, leased or given possession of shall observe, obey and perform the rules, regulations and resolutions, which may have been made by Management Body for the protection, maintenance, use and transfer of the said Property and other space and premises therein and/or in the compound. They will also abide by the building rules, regulations and bye-laws for the time being of the local authorities of the government.
27. That if the PURCHASER or his family members, guests or any person claiming under the PURCHASER have damaged or caused to have damaged any of the common properties/amenities/facilities of the said project or the PURCHASER is found to have committed breach of any of the

conditions without prejudice to the right of expulsion of the PURCHASER from the occupation and membership of the said Management Body and forfeiture of its price and share, the said VENDOR/ Management Body shall have absolute right to compel the PURCHASER to rectify the damages at his own cost and in default, shall has a right to cause him to be done through his agents and employees at the cost of PURCHASER and transfer it in any manner they like for making good the losses, expenses etc. suffered by Management Body.

28. All the terms, conditions, stipulations and provisions of this sale deed have been agreed and understood by the PURCHASER and the same shall be binding upon the heirs, assigns, transferee of the PURCHASER and all other subsequent transferees and future owners and occupiers or tenants of the said Property.

29. The said Scheme shall always be known as "SIDDHRAJ Z". This name shall not be normally changed under any circumstances by the PURCHASER and other unit holders.

30. **SEVERABILITY**

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

DISPUTE RESOLUTION

31. If any dispute arises in relation to or in connection with this Agreement including in respect of the validity, interpretation, implementation or alleged material breach of this Agreement by one party hereto shall be resolved as per the provisions of the Real Estate (Regulation and Development) Act, 2016
32. THAT the VENDOR M/s. S V REALTY, a partnership Firm, has authorized and appointed its Partners, _____ and _____, as the Authorized Signatories to sign and execute and register the Sale Deed on behalf of the said VENDOR.
33. THAT the expenses for Stamp Duty, Additional Stamp Duty, (if any) Registration fees, miscellaneous expenses, Lawyer's fees etc in respect of this sale deed shall be borne by the PURCHASER alone. That the proportionate amount of Stamp duty and registration charges in respect of conveyance of project land and in respect of the common areas shall be borne by the PURCHASER.
34. The PURCHASER will also be responsible to pay additional stamp duty, registration fees, penalty, fine etc if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act.

The schedule above referred to are mentioned hereunder:-

SCHEDULE - I

(Description of Entire Project Land)

All those pieces or parcels of non-agricultural land bearing (1) Final Plot No. 42 admeasuring about 9353 sq. mtrs. of Town Planning Scheme No. 6 (Kudasan-Sarghasan-Dholakuva-Por) given in lieu of Old Block No. 109 admeasuring 14,389 sq. mtrs. and present new Block Nos. (i) 109/A admeasuring 6771 sq. mtrs. and (ii) 109/B admeasuring 7618 sq. mtrs.; and (2) Final Plot No. 43

admeasuring about 2969 sq. mtrs. of Town Planning Scheme No. 6 (Kudasan-Sarghasan-Dholakuya-Por) given in lieu of Old Block No. 110/B admeasuring 4567 sq. mtrs. and present new Block Nos. (i) 110/B/1 admeasuring 2382 sq. mtrs. and (ii) 110/B/2 admeasuring 2185 sq. mtrs. aggregating to total area admeasuring 12,322 sq. mtrs. situate, lying and being at Moje Kudasan, Taluka Gandhinagar in the Registration District of Gandhinagar and Sub District of Gandhinagar.

SCHEDULE - II

(Description of the Said Property hereby sold)

All that Property being Shop/Office bearing No. _____ totally admeasuring _____ sq. mtrs of carpet area (breakup as shown in the table below), situated on _____ Floor of the said Project 'SIDDHIRAJ Z' together with proportionate undivided impartible right in the non-agricultural land bearing (1) Final Plot No. 42 admeasuring about 9353 sq. mtrs. of Town Planning Scheme No. 6 (Kudasan-Sarghasan-Dholakuya-Por) given in lieu of Old Block No. 109 admeasuring 14,389 sq. mtrs. and present new Block Nos. (i) 109/A admeasuring 6771 sq. mtrs. and (ii) 109/B admeasuring 7618 sq. mtrs.; and (2) Final Plot No. 43 admeasuring about 2969 sq. mtrs. of Town Planning Scheme No. 6 (Kudasan-Sarghasan-Dholakuya-Por) given in lieu of Old Block No. 110/B admeasuring 4567 sq. mtrs. and present new Block Nos. (i) 110/B/1 admeasuring 2382 sq. mtrs. and (ii) 110/B/2 admeasuring 2185 sq. mtrs. aggregating to total area admeasuring 12,322 sq. mtrs. situate, lying and being at Moje Kudasan, Taluka Gandhinagar in the Registration District of Gandhinagar and Sub District of Gandhinagar. The details of the carpet area (As per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Property is as follows:

The said Office No. _____ on _____ in the Building is bounded

Unit/Shop/office No	Carpet Area Sq mtr	Exclusive Open Terrace Area	Proportionate Undivided land Sq. mtr

as under:-

On or towards

SCHEDULE III

(Description of common areas and facilities in the Project)

Lounge
Landscaped terrace
Toilets
Sitting area
Viewing decks on each floor
Walkway bridge
Triple height atrium for offices
22 elevators
Elevated landscape terrace courtyards
Fountain & water bodies
Speaker system on ground floor walkway
Grand entrance plazas

IN WITNESS WHEREOF the party of the First Part (Vendor) and Part of the Second Part (Vendee) hereto in the presence of witnesses have signed this sale Deed with their free consent and the same shall be binding to them their heirs, successors, attorneys, assignees, etc on ____ day of January, 2019 at Gandhinagar.

FIRST PARTY/VENDOR

S.V.Realty, A Partnership firm through its Authorized Signatories

(1) _____

(2) _____

WITNESSES:-

[1] _____

[1] _____

[2] _____

Photograph of said property of Unit/Office No. _____ hereby sold by
VENDOR to PURCHASER

Photograph of said property of Unit/Office No. _____ hereby sold by
VENDOR to PURCHASER

SCHEDULE OF REGISTRATION ACT SECTION - 32 A

S.V.Realty, A Partnership Firm through its Authorized Signatories



(1)



(2)

SECOND PARTY :-
THE PURCHASER



For, S V Realty


Partner