

SALE DEED

Sale Deed of Flat No..... situated on floor of “.....” Block of the said Project “**VIVAAN OLIVER**”, having a Carpet area of Sq.mtrs along with Wash area admeasuring about Sq.mtrs along with undivided proportionate area of Project Land admeasuring Sq.mtrs being constructed on Non Agricultural Lands bearing Final Plot No.106 admeasuring about 4674 Sq. mtrs of Town Planning Scheme No.409/B (Zundal) allotted in lieu of land of Survey No.460 admeasuring 7790 Sq.mtrs situate, lying and being at Mouje Zundal, Taluka Gandhinagar in the Registration District and Sub District Gandhinagar at the price of Rs...../- (RupeesOnly).

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FIRST PARTY :- VENDOR	NORTHSIDE PROPERTIES a Partnership firm having its registered office address at Vivaan Oliver, Zundal, Gandhinagar. PAN : AASFN5600K Through its Authorized Partner MANOJ GHANSHYAMBHAI BHALALA
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(Hereinafter in this Sale Deed referred to as "THE VENDOR" or "FIRST PARTY", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said VENDOR and its partners, legal representatives, successors and assigns of the One part).

SECOND PARTY :- THE PURCHASER	 PAN : Aged : Adult, Occupation : Business, Residing at
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(Hereinafter in this Sale Deed referred to as "SECOND PARTY" or "THE PURCHASER/PURCHASERS", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said PURCHASER, and his/her/their heirs, agents, administrators successors, legal representatives and assigns of the Second part).

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

WHEREAS :

1. The VENDOR herein is the absolute owner of and is seized and possessed of or otherwise well and sufficiently entitled to pieces and parcels of Non Agricultural Lands bearing Final Plot No.106 admeasuring about 4674 Sq. mtrs of Town Planning Scheme No.409/B (Zundal) allotted in lieu of land of Survey No.460 admeasuring 7790 Sq.mtrs situate, lying and being at Mouje Zundal, Taluka Gandhinagar in the Registration District and Sub District Gandhinagar, which land is more particularly described in Schedule I hereunder written and hereinafter referred to as “Said Project Land”.

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2. That the VENDOR Northside Properties a partnership firm had purchased the Non Agricultural Lands bearing Final Plot No.106 admeasuring about 4674 Sq. mtrs of Town Planning Scheme No.409/B (Zundal) allotted in lieu of land of Survey No.460 admeasuring 7790 Sq.mtrs situate, lying and being at Mouje Zundal from its previous owners (1) Ketankumar Jasvantbhai Patel (2) Mitesh Sankalchand Patel (3) Prakashkumar Ranchhodbhai Patel vide Sale deed Dated 07-06-2021 Serial No.15300, Registered with the office of the Sub Registrar Gandhinagar.
3. That Non Agricultural Use permission for Final Plot No.106 admeasuring about 4674 Sq. mtrs land was granted by the District Collector, Gandhinagar as per its Order dated 15-02-2021, bearing No.338/06/03/057/2021.
4. That the plans for construction on the said Project Land were approved by Gandhinagar Municipal Corporation (GMC) Dated 09/01/2023 by Serial No.P.R.M./GMC/690/ZUNDAL-409-B/11/2022/699 for Block-A+B+C+D. Hereinafter collectively referred to as the “Approved Plans” or “Sanctioned Plans”.
5. That as per the approved plans, a Residential cum Commercial Project named “**VIVAAN OLIVER**” (hereinafter referred to as said “Project” / “Scheme”), is being developed by the VENDOR on the said Project Land.
6. The VENDOR had registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said “Act”) and the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 (hereinafter referred to as the said “Rules”) with the Real Estate Regulatory Authority of Gujarat (hereinafter referred to as the said “Authority”) and the said Authority had issued a Registration Certificate to the Project bearing RERA no....., Dated
7. 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 _____

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has been received from the concerned authority GUDA.

8. The VENDOR has given copy of the said approved plans, copies of Sale Deed in favour of VENDOR, its Index No. 2, and Village 7-12 Forms, NA Permissions and all relevant title documents details, particulars, etc. as are specified under the RERA Act and the rules and regulations made thereunder to the PURCHASER herein. The PURCHASER has perused, studied and explained to himself / herself / itself, the said Certificate and Report on Title of the Project Land issued by Advocates / Solicitors, and the records, documents, papers and writings referred to therein, approved Plans, specifications, designs, details and common amenities of the Project and other matters and things generally relating to the said Project. The PURCHASER has also verified the documents filed/uploaded by the VENDOR with the Real Estate Regulatory Authority and is satisfied with the same. The PURCHASER has carefully inspected and studied the same, got them scrutinized and examined by its 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 and BU permission granted by competent authority. The PURCHASER confirms that no further investigation is required in this regards and will never raise any objection in future.

9. The VENDOR and PURCHASER had negotiated for the sale of Flat No..... situated on floor of “.....” Block of the said Project “**VIVAAN OLIVER**”, having a Carpet area of Sq.mtrs along with Wash area admeasuring about Sq.mtrs along with undivided proportionate area of Project Land admeasuring Sq.mtrs belonging to the VENDOR and more particularly described in the Schedule-II written hereunder (hereinafter referred to as the “said Property” or “said Unit”) for the Purchase Consideration of Rs...../ - (Rupees only) (hereinafter referred to as the said “Purchase Consideration”). In this regards an Agree-

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ment for Sale (“AFS”) had been executed and registered with the office of Sub-Registrar at Gandhinagar Serial no..... Dated 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 :

Flat No.

Carpet area : Sq.mtrs

Wash area : Sq.mtrs

The above areas have been calculated on the basis of unfinished wall surfaces. The PURCHASER is satisfied with the same and has no disputes in this regards. The PURCHASER has checked and is completely satisfied with regards to the measurement of aforesaid carpet area and other appurtenant areas of the said Property and has no objections in this regard and shall not raise any dispute in future.

10. The undivided proportionate share in the area of Project Land is to be transferred to the PURCHASER and hence the VENDOR hereby conveys and transfers proportionate undivided land forming part of the said Project Land along with undivided proportionate right to use the common areas and facilities of the said Project hereunder written in favour of the PURCHASER. The undivided proportionate share in the area of Project Land is determined in proportion to the carpet area of the said Property.

11. The said Purchase Consideration is calculated only on the basis of the Carpet Area of the said Property and other appurtenant areas of the said Property and includes proportionate price of the common areas including the price for undivided proportionate share of Project Land and facilities of the said Project. The nature, extent and description of the common areas and facilities of said Project.

12. The VENDOR has formed a Co operative Service Society namely, “ _____ ” (hereinafter referred to as said “Project Management Body” or “Management Body”) for the management, running and maintenance of common areas, common facilities

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and amenities of the said Project. As per the applicable provisions of the said Act the rights and interest in all the common areas, facilities and amenities of the said Project shall be transferred by the VENDOR in the name of the said Project Management Body in fiduciary capacity and the PURCHASER shall become one of the members of the said Project Management Body. The Purchaser herein gives his irrevocable consent for the same. All matters and things relating to common areas of the Project and common amenities and facilities subject to other provisions herein, in general shall be attended, managed and governed by / through Project Management Body and shall be binding upon the PURCHASER. The PURCHASER hereby agrees to abide by all the rules and regulations of the said Project Management Body. The PURCHASER herein shall not raise any dispute or objection or challenge for the same. Any attempt to do shall be null and void.

13. THAT the PURCHASERS have paid the above stated Purchase Consideration to the VENDOR as per below.

Amount	Ch.No.	Date	Bank Name	Branch
Rs.				

.....

Rs...../- (Rupees.....Only)

The PURCHASER has requested the VENDOR to convey the Said Property, more particularly described in the Schedule-II hereunder written in its/his/her favour by execution and registration of this Deed of Conveyance / Sale Deed which the VENDOR has agreed in the manner as hereinafter appearing:

I. NOW THIS INDENTURE WITNESSETH THAT in consideration of the payment of the said Purchase Consideration paid as above mentioned by the PURCHASERS to the VENDOR being the full consideration payable by the PURCHASERS 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

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every part thereof forever acquit, release and discharge the PURCHASERS, 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) and the VENDOR doth hereby convey, grant, transfer and assure the undivided proportionate share of Project Land (more particularly described in Schedule I hereunder written) unto the PURCHASERS TOGETHER WITH the right to use common areas and facilities of the Project proportionately with other owners of various units in the said 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 PURCHASERS forever as full owners as members of the Project Management Body and subject to the rules, regulations and resolutions of the said Project Management Body and also subject to the terms and conditions stated in this Deed and in other agreements/deeds made in respect of the said Property.

II. The PURCHASERS are aware that, the Project Land on which the said project is constructed will eventually be jointly held by all the Unit owners / members of the said Project. The PURCHASERS are 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 proportionate interest in the Project Land, common facilities, areas and amenities and shall be entitled to use and enjoy them jointly subject to the terms mentioned herein.

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 PURCHASERS acknowledges the delivery of the said Property by the PURCHASERS in good

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and proper condition. The PURCHASERS have verified and are satisfied with the quality of construction, specifications, fixtures, fittings, project amenities and facilities, etc. and they shall not raise any objections/claims in this respect in future. The PURCHASERS have also verified the physical condition of the said Property and is satisfied with the same. The PURCHASERS have completely satisfied itself with regards to the measurement of carpet area and other appurtenant areas of the said Property and its corresponding proportionate undivided share in Project Land and has no objections in this regard and shall not raise any dispute in future. The PURCHASERS have inspected the said Property and the said Project including its amenities and facilities and acknowledges that they are completed in all respects.

IV. AND the VENDOR doth hereby for itself, its successors and assigns COVENANT with the PURCHASERS that notwithstanding any act, deed, matter or thing whatsoever by the VENDOR or any of their respective ancestors or testators or any person or persons lawfully, or equitably claiming by, from, through, under him or them or omitted or knowingly suffered to the contrary the VENDOR now hath at the sealing and delivering of these presents good right, full power and absolute authority to allot, grant, release and assure the said Property hereby granted, conveyed released or assured or intended so to be unto and to the use of the PURCHASERS in the manner aforesaid and subject to the terms and conditions stated in this deed and also subject to rules, regulations and resolutions of the Project Management Body.

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

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PURCHASERS shall carry out at his own cost all internal or external repairs to the said Property and maintain the said Property at his cost and expenses in the same condition, state and order in which it has been delivered by the VENDOR to the Purchaser and shall not do or suffer to be done anything, 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

VII. THE VENDOR covenants with the PURCHASERS that the said Property 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 hereby covenants to the PURCHASERS that, within a period of five years from the date of handing over of possession, the PURCHASERS if brings to the notice of VENDOR any structural defect in the Property or the building in which the said Property is situated, then, wherever possible such defects shall be rectified by the VENDOR at his own cost and in

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case it is not possible to rectify such defects, then the PURCHASERS 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 events:

- 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 product suppliers or service vendors, the same shall be extended to the PURCHASER and to honour such warranties and guarantees shall be at the sole discretion of the party providing the same. Further where the manufacturer guarantee/warranty as provided by the party ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/wing, and if the annual maintenance contracts 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. The Management Body or the individual PURCHASERS has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/VENDOR.
- f. If the PURCHASER has defaulted in any of its covenants or is in breach of any of the terms and conditions as mentioned in this agreement.
- g. The PURCHASER has carried out any alterations of any

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nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the bathroom/ toilet, kitchen, etc. If any of such work/s is/are carried out then the defect liability automatically shall become void.

IX. That the VENDOR has paid and shall pay all kinds of Panchayat taxes, GMC/GUDA Cesses, Betterment charges and Revenue Taxes etc in respect of the said Property up to the date of sale deed. Irrespective of the date of sale deed execution, the PURCHASERS shall be liable to pay such GMC/GUDA taxes, property taxes, cesses, charges, etc for the period post BU permission date. The PURCHASERS shall also be liable to pay betterment charges, town planning related charges, water charges, drainage charges, gas connection charges, internet connection charges or any other connection charges in respect of the said Property within 15 (fifteen) days of the demand made by the concerned authority/Project Management Body/VENDOR. So long as the Said Property is not separately assessed for water rates, electricity bills, and any other outgoing amenities/facilities, the Purchaser shall pay to the VENDOR such amount as may be fixed by it from time to time. After the Said Property in the Said Project is separately assessed, the balance amount will be refunded to or deficiency will be recovered from the Purchaser by the VENDOR. The decision of the VENDOR in all matters relating to the same shall be final and binding upon the Purchaser.

X. A) The PURCHASERS hereby undertake 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 for 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

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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. The Purchaser agrees that in respect of any remittances, or transfer of money is attracted by the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law shall be the sole responsibility of the Purchaser, and all concerned. The VENDOR accepts no responsibility in respect thereof.

B) Without prejudice to other rights and remedies of the VENDOR / Project Management Body under the terms, conditions and provisions herein, and also otherwise available under the law and in addition thereto, the Purchaser shall indemnify and keep the VENDOR and all persons to claim under it / Project Management Body, other purchasers/allottees / employees, agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions on the part of Purchaser and against any loss, damage, liability, action, claim, suit, proceedings, cost, charges and expenses that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Purchaser as mentioned herein.

XI. The terms and conditions of all other deeds like agreement for sale, application form, etc shall also be binding upon the PURCHASERS and their heirs, assignees, transferees for all times to come.

XII. 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 agree and confirm 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 /

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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 PURCHASERS 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. The Purchaser hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.

XIII. If any provision of this Sale Deed shall be determined to be void or unenforceable under the applicable laws, such provisions of this 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 the applicable laws 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.

XIV. It is clearly understood and so agreed by PURCHASER that all the provisions contained herein and the obligations arising hereunder in respect of the said Property shall equally be applicable to and enforceable against any subsequent Allottees / Occupiers of the said Property, in case of a transfer or transmission, as the said obligations go along with the said Property for all intents and purposes.

XV. 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, common area and amenities 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 the 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 regards and shall not raise any dispute in future.

XVI. The VENDOR / Project Management Body shall, in respect

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of any amount remaining unpaid by the PURCHASER under the terms and conditions hereof, have a first lien and charge on the Said Property.

XVII. The Purchaser shall at no time demand partition of his/her/its interest in the Project Land or try to sell or convey his share in the Project Land. It is being agreed and declared by the Purchaser that his/her/its interest as stated above is impartible, except exclusivity of Purchaser of Said Property.

XVIII. The expression "Project Management Body" / "VENDOR" shall also mean and include any person authorized or nominated by it or its assignee or transferee or successor.

XIX. The letters, receipts and/or notices issued by the VENDOR / Project Management Body dispatched to the address of the Purchaser or by way of E-mail, as known to the Vendor will be sufficient proof of receipt of the same by the Purchaser and shall completely and effectively discharge the VENDOR / Project Management Body.

THIS SALE DEED 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 have specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with the VENDOR that the Said Property is allotted, granted, conveyed, transferred and assigned by the VENDOR unto the PURCHASERS is also subject to the obligations, conditions, restrictions, prohibitions, acceptance, stipulations and regulations contained herein and they shall govern and control the transaction, and the PURCHASERS has understood, confirmed, accepted, agreed to observe and perform the same on its part, and the same shall be covenants running with the Said Property. The PURCHASERS further covenant with the VENDOR as stated hereunder :-

(1) The VENDOR has formed the said Project Management Body namely, "_____ "for management and maintenance

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of common facilities and amenities of said Project and PURCHASERS shall from time to time sign and execute the application and other papers and documents necessary for the membership of the Management Body. The PURCHASERS shall co-operate and assist the VENDOR in functioning of the Project Management Body and shall become member of the said Project Management Body by purchasing necessary shares. The PURCHASERS also agrees to abide by the rules, regulations and resolutions of the Project Management Body which is formed for the management of the said Project and assures that they shall not commit any breach of the same.

(2) The PURCHASERS hereby agree that he/she/it/they 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 Project Management Body. If the PURCHASERS 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 Project Management Body.

(3) As per the provisions of the said Act / Rules, vide this sale deed undivided proportionate share in the Project land pertaining to the said Property, more particularly described in Schedule II hereunder written, has been transferred to the PURCHASERS. In the similar manner as and when remaining units in the said Project are sold to various prospective PURCHASERS, the VENDOR shall transfer proportionate undivided share in the Project land to those respective PURCHASERS in such manner that as and when all units in the said Project are sold and sale deed for all units have been executed then the entire Project Land shall vest in the names of all the PURCHASERS jointly. The PURCHASERS herein shall be entitled to sell or transfer the said Property together with the undivided proportionate share in the Project land as the same is inseparable and forms an integral part of the said Property.

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(4) The PURCHASERS shall observe and abide by all the rules and regulations which the Project 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 and including discipline for use of the said building and the said 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 PURCHASERS shall also observe and perform all the stipulations and conditions laid down by the Project 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. The Purchaser is aware and has perused and studied the constitution of the said Project Management Body, rules and regulations thereof and the resolutions, decisions, etc. taken or adopted from time to time. The Purchaser has also gone through the executed copies or the draft copies of the Agreements that the Project Management Body may have entered into with various entities and all such agreements shall be binding upon the Purchaser. The Purchaser accepts and confirms the same and shall not be entitled to dispute, challenge or object the same.

(5) (A) It is hereby agreed by the PURCHASERS that as owners of said Property in pursuance of this deed it shall deposit with the Project Management Body necessary maintenance Deposit as decided by the Project Management Body / VENDOR from time to time. The PURCHASERS agree that subsequently it shall also pay such amount as may be decided by the said Project Management Body / VENDOR for running / recurring or routine maintenance charges. Such charges may be collected by the Project Management Body / VENDOR in advance in lumpsum for a period of 12 months or more and the same shall be paid by the PURCHASERS without any dispute. It is hereby agreed by the PURCHASERS that the common monthly running maintenance charges shall be paid effectively from the date of receipt of Build-

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ing Use Permission, irrespective of the date of booking or sale deed execution of the said Property. The PURCHASERS 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 Project Management Body / VENDOR towards common expenses, maintenance and other expenses incurred for the management and maintenance of common amenities and services of the said Project. TheProject Management Body shall also be entitled to use/spend the corpus of the said maintenance deposit fund in case of necessity. The PURCHASERS shall also be required to pay additional amount in future as corpus fund or otherwise if the Project Management Body so decides to meet with such expenses. In case if the PURCHASERS fails or refuses to make the necessary payments to the said Project Management Body, the said Project Management Body shall be entitled to cut off the common services agreed to be given to the PURCHASERS and thereafter the PURCHASERS shall not be entitled to demand such services from the said Project Management Body and the PURCHASERS shall also be bound to pay interest at the rate as prescribed by said Project Management Body per month in case of default or delay. The PURCHASERS shall not be entitled to use and demand any services and facilities from the Project Management Bodyif they have committed default in payment of maintenance charges.

(B) The Purchaser hereby agree to abide by the rules and regulations of the Project Management Body as regards general administration, management, maintenance, repair, addition, omission, upgrade, allocation, distribution, management, use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement etc. of the common amenities, facilities, services, infrastructures and conveniences of the said Project.

(6) The PURCHASERS shall not use the said Property or permit the same to be used for any immoral or illegal purposes nor 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

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owners or occupiers of the neighboring properties. The PURCHASERS agrees not to obstruct the common areas or passages of the said Project or Building or driveways of the Project or the ground floor margins of the said project or the side margins of the said project.

(7) 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, foyers, 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 PURCHASER in this behalf, the PURCHASERS shall be liable for the cost and consequences of the breach. The PURCHASERS 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 PURCHASERS 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 in addition the VENDOR/ Project Management Body shall also be entitled to impose fine on

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the PURCHASERS or its employees, visitors, etc..

(8) The PURCHASERS of residential units shall not use the said Property for non-residential purposes. The VENDOR/ Project Management Body shall also be entitled to immediately stop the non-residential use even if such use has begun.

(9) The PURCHASER shall use the said Property or every part thereof or permit the same to be used only for the purpose of legally permissible use. The Purchaser shall use the residential premises in the Project for residential purpose only and the commercial premises in the Project shall be used for legally permissible commercial purpose only. Moreover, the residential/commercial premises shall never be used for the purpose of running a cafe or bakery or restaurant or an eatery which cooks/serves non-vegetarian food and the commercial premises shall never be used for the purpose of garage and pan parlour. The PURCHASER was aware of this stipulation before booking the said Property and had agreed to abide by this and on the basis of his assurance the VENDOR had agreed to sell the said Property to the PURCHASER. The PURCHASER shall never breach this condition and shall never raise a dispute in this regards for all times to come.

(10) 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, Gandhinagar Urban Development Authority, Ahmedabad Municipal Corporation, Gandhinagar Municipal Corporation, UGVCL and Torrent Power Limited and any other authorities, local bodies, 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 PURCHASERS or their employees, agents, etc. shall not demolish or do any additions / alterations / modifications of

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any nature in the said Property or any part thereof which may be against the rules, regulations or bye-laws or which are likely to cause damage, hazard or structural deterioration to the said Property or the neighbouring premises or the Building and shall keep the portion, sewers, drains and pipes in the said Property and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Property is situated. No modifications or changes shall be allowed in the elevation / facade of the project building or the colour 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 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 Ahmedabad Urban Development Authority, Gandhinagar Urban Development Authority, Ahmedabad Municipal Corporation, Gandhinagar Municipal Corporation and /or any other authorities however the PURCHASER shall never chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC Partis or other structural members in the said Property or Building for all times to come. 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 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.

(12) The PURCHASERS shall not alter/change the size and shape of the door, windows, shutters etc and shall not make any

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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 Block/Unit. The PURCHASERS 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 PURCHASERS 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 Units. The PURCHASERS 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/ 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 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.

(14) 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 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.

That the Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Project and other units, or whereby any increased premium shall

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become payable in respect of the insurance.

(15) 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 and necessary certificate / license has been taken from the designated authority. The PURCHASERS hereby confirm that the responsibility to abide by the terms and conditions of the said certificate / license and for the maintenance, repair and proper up – keep of the said system shall be that of the members/owners of the said Project and any loss, damage, injury, accident, death caused by a fire breakout or due to functioning/ non functioning or malfunctioning 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 Project 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 Project / building to ensure that the fire prevention and safety provisions in a Project / building are kept in good working conditions at all times and to follow the Maintenance Protocol in this regards. 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 from time to time. The PURCHASERS hereby confirm to abide with the statutory requirements in this regards.

(16) (A) That the PURCHASERS hereby are aware and unequivocally agree, consent and confirm that that the rights to use the common terrace space on the top of the Project building is a restricted / limited facility and its use shall always be regulated by the Project Management Body and Flat No.A-101, A-102, A-103, B-101, B-102, B-103, B-104, B-1402, B-1403, C-1402, C-1403, D-101, D-102, D-103 members have allotted terrace for perma-

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ment use and in the said terraces not any rights of purchasers. The members have been given the right to use the allotted terrace he will have the right of permanent use in the allotted terrace. The PURCHASERS herein shall not have any right, title or interest in the common terrace of the building. The PURCHASERS herein agree that he shall not claim any right or interest in such common terrace areas and shall not raise any dispute in this regard.

(B) The VENDOR shall not have any claim over additional FSI and common terrace rights after BU permission has been obtained and all units in the Project are sold and conveyed. Such rights, if any, will be enclosed by the Society/Project Management Body of the Purchasers of the Project.

(17) That the PURCHASERS shall permit the VENDOR/Project 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/her/their property and any part thereof to view and examine the state and condition thereof or 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 Management Body. The Purchaser shall without delay, at his cost and expenses carry out any want or defects pointed out to Purchaser during such inspection.

(18) The PURCHASERS are aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in Units as well as from the neighboring and upper Units. Leaked

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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 side effects. However, the PURCHASERS hereby undertake 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 units.

(19) The Lift facility in this building shall be used as per rules of the Project Management Body which is formed for the management of said building. It is to be economically used. The PURCHASERS as well as their family members, guests, visitors, 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, malfunction or otherwise, if anyone is injured or any damage or accident occurs then the VENDOR shall not become responsible for it and the PURCHASERS or their family members, guests, visitors, 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 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 the project to follow the Maintenance Protocol as mentioned in the said regulations. Also it shall be the

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responsibility of the Owners / PURCHASERS to take renewals of Lift licenses at their own cost from the competent authority. The PURCHASERS confirm to abide with the statutory requirement in this regards.

(20) The PURCHASERS and their family members, staff, visitors, etc. shall not spoil or damage any part of the common property or amenity of the said Project. 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 PURCHASERS.

(21) The VENDOR has provided vehicle parking spaces in the Project as per the provisions of the prevalent General Development Control Regulations. The PURCHASERS hereby are aware and unequivocally agree, consent and confirm that the PURCHASERS and their family members shall park their vehicles only in their allotted/designated parking area and they shall not be entitled to park in visitor parking area or allotted parking area of any other member of the Project.

All parking areas in the Project (in hollow plinth, open or basement) are on allotment basis and allotment rights are solely with the Project Management Body which shall be regulated by the Project Management Body in consultation with the VENDOR. The Project Management Body shall make the most efficient use of the provided parking area so as to maximize the number of parking slots available for parking of cars. Some allotted parking slots might be covered while some might be in open to sky. The allotted parking slots may be on the ground floor or in the hollow plinth or in the basements. The PURCHASER is aware that the parking slots may be allotted in any combination as mentioned above and such allotment shall be binding to the Purchaser and he shall not raise any objection in this regards. The PURCHASERS hereby declare that they have not paid any amount to the VENDOR towards the use of parking spaces or for the allotment of parking slots. The VENDOR/Management Body

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shall be entitled to take strict action against the PURCHASER, including imposition of fine, if they don't follow the parking rules. The PURCHASERS are 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 parking space for owners/occupiers of commercial units has been demarcated and the owners/occupiers/visitors/employees of commercial units shall not park their vehicle in the parking for residential units. Similarly the residential unit owners/occupiers shall not park their vehicles in space demarcated for commercial unit owners/occupiers.

(22) Except the right, title and interest of the Purchaser in relation to the said Property and those specifically allowed for occupation and enjoyment to the Purchaser and right to use the common amenities, facilities and services to the extent planned, designed and reserved for common use of all Purchasers of the said Project and is transferred herein, all other constructed/covered or un-covered open spaces/areas/portions, open margin lands, infrastructure, developments, amenities, facilities and services shall belong to the VENDOR. This sale deed is without any adverse effect or impact on and without prejudice to sole and absolute ownership, possession, power and control of VENDOR and, its unrestricted, unlimited, un-fettered and un-hindered rights interests, benefits, advantages and privileges of the VENDOR in respect thereof other than the said Property.

(23) The PURCHASERS hereby acknowledges that even after the Project 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 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 units shall be entitled to become member of the Project Management Body and use all common areas and facilities in the Project at par with other unit PURCHASERS/occupiers. It is expressly

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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 for the unsold units in the said Project.

(24) That if the PURCHASERS are 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 and/or agreement for sale.

(25) A) The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit of Said Property until all the dues payable by the Purchaser to Project Management Body are fully paid up and permission is granted by the Project Management Body. The conditions that may be imposed for grant of permission shall be binding upon the Purchaser.

B) After obtaining previous written permission of the Project Management Body/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 Project 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/Project Management Body. The PURCHASERS shall take prior written permission from the VENDOR/Project 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 PURCHASERS to inform the concerned Police Station about the renting of the Property as per prevailing laws. Any such transfer or assignment inter-vivos or by operation of law or any disposal in any manner whatsoever by the Purchaser or by way of trans-

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mission on account of inheritance or succession, shall take effect along with the share and membership of the Project Management Body and as per rules, regulations, resolutions, decisions and policies of the Project Management Body in force from time to time.

(26) 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 Project 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 Project Management Body may require for safeguarding the interest of the said Property and its occupiers.

(27) 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 from time to time by Project Management Body including discipline for use of the Said property; 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, Gandhinagar Urban Development Authority, Ahmedabad Municipal Corporation, Gandhinagar Municipal Corporation and other authorities of the government. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Project Management Body regarding the occupancy and use of the said Property and shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance charges or other out-goings in accordance with the terms of these presents.

(28) That if the PURCHASERS or its family members, guests or any person claiming 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

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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 Project Management Body and forfeiture of its price and share, the said VENDOR/Project Management Body 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 Project Management Body.

(29) 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.

(30) The said Scheme shall always be known as “**VIVAAN OLIVER**”. This name shall not be normally changed under any circumstances by the PURCHASERS and other Unit holders.

(31) (A) The Purchase Consideration of the said Property is one compact and composite consideration – price. The Purchaser shall not be entitled for any break-up or running or final bill or estimate of land contribution, construction contribution, common development or any other separate detailed particulars of the Purchase Consideration. However, the Vendor for relevant purposes of accounting or other requirements may split the same into different components for different account purpose as it may deem fit.

(B) The Purchase Consideration and/or transaction covered by these presents may at present or in future become liable to tax, cess, duty, etc. under any direct or indirect tax laws or similar other laws, by reason of any law or on account of by judicial pronouncement or any amendment to the Constitution or enactment or amendment of any other law, Central or State, or otherwise for any inputs of materials or equipments used or supplied

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in execution of or in connection with this transaction, the same shall be payable by the Purchaser on demand from the Vendor at any time, over and above the Purchase Consideration agreed herein.

(C) The said Purchase Consideration excludes any taxes, levies, cesses, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the said Property or howsoever arising from the transaction contemplated herein to any Government Authority, any and all taxes from time to time that is service tax, value added tax (VAT), GST or any tax, levy or imposts etc. arising from sale or transfer of the said Property or the transaction contemplated herein. They all shall be borne and paid by the PURCHASERS (over and above the Purchase Consideration) as may be demanded by the VENDOR/ Project Management Body from time to time.

(32) Notwithstanding anything contained herein, the PURCHASERS of commercial units / shops hereby agree that they shall not be entitled to claim any right in the residential part of the Project and shall not be entitled to use its common amenities meant for the use of residential unit holders and the owner/occupier of commercial units, and their employees/agents/visitors shall not enter the residential part of the said Project.

(33) 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 PURCHASERS alone. That the proportionate amount of Stamp duty and registration charges in respect of conveyance of common areas shall be borne by the PURCHASERS.

(34) The PURCHASERS 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.

(35) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be re-

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ferred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

The schedule above referred to are mentioned hereunder :-

SCHEDULE- I

(Description of Project Land)

All that piece and parcel of the Non Agricultural Lands bearing Final Plot No.106 admeasuring about 4674 Sq. mtrs of Town Planning Scheme No.409/B (Zundal) allotted in lieu of land of Survey No.460 admeasuring 7790 Sq.mtrs situate, lying and being at Mouje Zundal, Taluka Gandhinagar in the Registration District and Sub District Gandhinagar and bounded as under :-

East : Final Plot No.108

West : 12 Mtrs T.P. Road

North : 24 Mtrs T.P. Road

South: Final Plot No.107

SCHEDULE-II

(Description of said Property hereby sold)

Flat No..... situated on floor of “.....” Block of the said Project “**VIVAAN OLIVER**”, having a Carpet area of Sq.mtrs along with Wash area admeasuring about Sq.mtrs along with undivided proportionate area of Project Land admeasuring Sq.mtrs being constructed on Non Agricultural Lands bearing Final Plot No.106 admeasuring about 4674 Sq. mtrs of Town Planning Scheme No.409/B (Zundal) allotted in lieu of land of Survey No.460 admeasuring 7790 Sq.mtrs situate, lying and being at Mouje Zundal, Taluka Gandhinagar in the Registration District and Sub District Gandhinagar.

The said Unit is bounded as under :

East :

West :

North :

South:

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IN WITNESS WHEREOF the parties hereto have hereunder set
and subscribed their respective hands hereunder on this day
of , 2023 at Gandhinagar.

FIRST PARTY/ VENDOR :-

NORTHSIDE PROPERTIES a Partnership firm
through its Authorized Partner

.....

(MANOJ GHANSHYAMBHAI BHALALA)

WITNESSES :-

(1).....

(2).....