

**SALE DEED**  
**SHALIGRAM PRIDE**  
**FLAT/SHOP NO. ....**  
**CONSIDERATION OF Rs. ..../-**

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THIS SALE DEED IS EXECUTED at Ahmedabad on this \_\_\_\_ day of \_\_\_\_\_, 20.....,

BETWEEN

**M/s. Shaligram Space LLP**, a Limited Liability Partnership Firm registered under the provisions of Limited Liability Partnership Act, 2008, having its principal place of business at : 9<sup>th</sup> Floor, Shaligram Corporates, B/h. Dishman House, Opp. Sankalp Grace-II, Ambli Bopal, Road, Ambli, Ahmedabad, **(PAN No.: AEJFS 8282 D)**, represented by its authorised signatory :- **Mr. Prafulkumar Virjibhai Kachhadia**, age 56 years, (Aadhaar No. 8709 5813 3007), hereinafter referred to as the “Owner / Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in-interest, executors, administrators and permitted assignees, including those of the respective Designated partner) of the FIRST PARTY.

AND

(1) \_\_\_\_\_, (PAN No. \_\_\_\_\_) (Aadhaar No. \_\_\_\_\_) aged about \_\_\_\_\_ year, residing at \_\_\_\_\_ and

(2) \_\_\_\_\_, (PAN No. \_\_\_\_\_) (Aadhaar No. \_\_\_\_\_) aged about \_\_\_\_\_ year, residing at \_\_\_\_\_, hereinafter referred to as “the Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the OTHER PARTY.

- A. WHEREAS That Party of the First part is well sufficiently entitled to the property bearing Flat/Shop No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. mtrs. (built-up) and \_\_\_\_\_ Sq. mtrs. (Carpet area) situated on \_\_\_\_\_ Floor of \_\_\_\_\_ Block in a scheme known as a “**SHALIGRAM PRIDE**” constructed on non-agricultural land bearing Final plot no. 957 admeasuring 4310 sq.mtrs. of Town Planning scheme no. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli) allotted in lieu of Survey no. 471 admeasuring 7183 sq. mtrs. lying and being at Mouje Village Sarkhej, Ta. Vejalpur, Registration Sub District Ahmedabad-4 (Paldi), District Ahmedabad, together with proportionate undivided share admeasuring \_\_\_\_\_ sq.mtrs. in the project land. More particularly describe in the schedule ‘A’ written hereunder, for the sake of brevity hereinafter referred to as the “Said Property/unit”.
- B. **WHEREAS**, the land bearing Survey no. 471 was owned by Kanabhai Chhaganbhai who expired and therefore names of Kashiben Kanabhai, Sakriben Kanabhai, Monaben Kanabhai and Sendhabhai Kanabhai have been mutated in the revenue record as legal heirs of deceased Kanabhai Chhaganbhai vide entry no. 1901, Dated 23/10/1959.
- C. **WHEREAS**, Kashiben Kanabhai, Sakriben Kanabhai, Monaben Kanabhai and Sendhabhai Kanabhai sold and conveyed the said agricultural Land bearing Survey no. 471 situated at village Sarkhej to Mahendrabhai Ramchandra Prajapati, Natvarbhai Ramchandra Prajapati and Daxaben Natvarlal Prajapati vide Registered Sale-deed no. 19397, Dated 13/11/1986 registered before joint sub-registrar no. 4, Ahmedabad, same has been mutated in the revenue record on 26/11/1986 vide entry no. 2989.

- D. **WHEREAS**, pursuance to the application made by Mahendrabhai Ramchandra Prajapati and Daxaben Natvarlal Prajapati, names of Shemal Mahendrakumar and Nirav Natvarlal have been entered in the revenue record as a co-owners of the Survey no. 471, entry to that effect was mutated vide entry no. 4610, Dated 01/07/2006. The same is certified by circle officer, Sarkhej on 04/09/2006.
- E. **WHEREAS**, thereafter on implementation of Town Planning Scheme no. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli), Final Plot no. 957 admeasuring 4,310 sq. mtrs. has been allotted to the Survey no. 471.
- F. **WHEREAS**, thereafter non-agricultural use permission for multi-purpose has been granted by District Collector, Ahmedabad vide order no. 1136/07/19/031/2019, Dated 12/09/2019 for the land bearing Final Plot No. 957 admeasuring 4,310 sq. mtrs. subject to terms and conditions stipulated therein. Same is mutated in revenue record vide entry no. 7149, Dated 12/09/2019.
- G. **WHEREAS**, thereafter Satellite Recreation Club Limited has purchased non-agricultural land being Final plot no. 957 admeasuring 4,310 sq. mtrs. of Town Planning scheme no. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli) allotted in lieu of Survey No. 471 admeasuring 7,183 sq. mtrs. lying and being at Mouje Village Sarkhej, Taluka Vejalpur, District Ahmedabad from Mahendrabhai Ramchandra Prajapati, Natvarbhai Ramchandra Prajapati, Daxaben Natvarlal Prajapati, Shemal Mahendrakumar Prajapati and Nirav Natvarlal Prajapati, the said sale deed is registered before the sub-registrar Ahmedabad-4(Paldi) under serial no. 7735 on 16/06/2021. Same is mutated in the revenue record vide mutation entry no. 7498, Dated 18/06/2021.
- H. **WHEREAS**, thereafter party of the first part has purchased non-agricultural land being Final plot no. 957 admeasuring 4,310 sq. mtrs. of Town Planning scheme no. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli) allotted in lieu of SurveyNo. 471 admeasuring 7,183 sq. mtrs. lying and being at Mouje Village Sarkhej, TalukaVejalpur, District Ahmedabad from Satellite Recreation Club Limited vide registered sale-deed no. 8422, Dated 30-06-2021, registered before the sub-registrar Ahmedabad-4(Paldi). Hereinafter referred to as the said **“Project Land”**. Since then the party of the first part is owner of the said project land and is entitled to develop the said land and to put constructions thereon as per approved plan.

- I. The Owner / Promoter has earmarked the Said Project Land for the purpose of mixed (Residential and Commercial) Project in the name of **"SHALIGRAM PRIDE"**. The said Project is hereinafter referred to as **"the Project"**;
- J. The Ahmedabad Municipal Corporation (AMC) has granted the commencement certificate to develop the Project; the authority has issued Rajachitthi No. 04845/170623/A7678/R0/M1 issued on 05/08/2023.
- K. The Owner / Promoter has obtained necessary approvals from the concerned local authorities, Ahmedabad Municipal Corporation and/or Government, as required by law, pertaining to the plans, the specifications, elevations, sections of the Project;
- L. The Owner/Promoter has got the project registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as "the Act", with the Real Estate Regulatory Authority at Gandhinagar vide Register No. ....
- M. By virtue of absolute ownership and possession of the Project land, the Owner / Promoter has the sole and exclusive right to sell the units of the Project constructed upon the Said Land and to enter into agreement(s) with the allottee(s) of the Residential units and to receive the sale consideration in respect thereof;
- N. The Allottee has applied to the Owner / Promoter for allotment of "the said property" of the Project known as **"SHALIGRAM PRIDE"** constructed upon the Said Land. The authenticated Floor Plan of the Apartment & Layout Plan of the Project are respectively inspected and verified by the allottee;
- O. Upon approach of the Allottee/s, the Owner / Promoter agreed to sell "the unit" to the Allottee/s at or for the total sum or consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** (hereinafter called "the Total Price") and upon terms - conditions which was agreed by the Allottee/s.
- P. Pursuant to the aforesaid the Owner/Promoter and the Allottee entered into Agreement to Sale duly registered in the office of Sub Registrar of Ahmedabad-4 (Paldi) vide Sr. No. \_\_\_\_\_, Dtd. \_\_\_\_\_. All the other terms and conditions agreed by the Allottee in the Agreement for Sale shall, mutatis mutandis, also apply to this Deed, unless inconsistent with the terms and conditions contained under this Deed. All the schedules and Annexures contained under this Deed shall form an integral part of this Deed.

Q. "The Total Price" for the unit includes the price of the unit and proportionate price of the common areas, price of the exclusive balconies, wash area forming part of the Unit and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities.

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Owner / Promoter towards "the Unit";
  - (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Owner / Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Owner / Promoter) up to the date of handing over the possession of "the Apartment";
  - (iii) The Total Price above excludes Stamp Duty, Registration Charges, Advocate Fees, Society Maintenance and all other government levies taxes & duties will be paid & borne by the Allottee and not included in the Total Price;
  - (iv) The Total Price above excludes maintenance deposit, Legal Charges and Extra Work Cost (if any) to be borne by the Allottee and not included in the Total Price.
  - (v) Provided that in case there is any change / modification in the taxes, the Total Price payable by the Allottee to the Owner / Promoter under this Deed shall be increased / reduced based on such change / modification;
  - (vi) The Total Price of Unit includes: pro rata share in the Common Areas;
- R. The carpet area of "the property" is already mention in the schedule 'A' written hereunder and "carpet area" means net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Unit.
- S. At the request of the Allottee, the Owner / Promoter has given inspection to the Allottee of all documents of title relating to the Said Land and the plans, designs and specifications prepared by the Owner / Promoter's Architects and of such other documents

as are specified under the Act and Rules and Regulations made there under and the Allottee is satisfied with the same;

- T. The authenticated copies of Certificate of Title issued by Attorney at Law or Advocate of the Owner / Promoter, Property Card, Extract of Village Forms VI, VII and XII and other relevant revenue records showing the nature of the title of the Owners to the Said Land on which the Project is being constructed have also been inspected and the Allottee is satisfied in respect of the same;
- U. The authenticated copies of lay-out plans sanctioned / approved by the local authority, municipal corporation and/or Government have also been inspected by the Allottee.
- V. That as agreed, the Allottee has paid "the Total Price" for the purchase of the said property to the Owner / Promoter as under:

|             |                                                                                                                              |
|-------------|------------------------------------------------------------------------------------------------------------------------------|
| Rs.....=00  | Rupees ..... only paid by the Allottee to the Owner/Promoter by Cheque No. ...., Dated .....drawn on .....Bank, .....Branch. |
| Rs.....=00  | Rupees ..... only paid by the Allottee to the Owner/Promoter by Cheque No. ...., Dated .....drawn on .....Bank, .....Branch. |
| Rs. ....=00 | Rupees .....only TDS paid by Allottee as per prevailing provisions of Law.                                                   |
| Rs.....=00  | <b>Rupees ..... Only.</b>                                                                                                    |

- W. The Allottee has now requested the Owner / Promoter to execute a Sale Deed for the said property in favour of the Allottee herein. AND the Owner / Promoter at the request of Allottee have now agreed to execute a Sale Deed in favour of the Allottee in respect of the said property in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. That full and final consideration mention herein above, paid on or before the execution of these presents by the Allottee to the Owner/Promoter (the payment and receipt whereof the Owner/Promoter hereby admits and acknowledges thereof from the same and every part thereof forever acquit, release and discharge the Allottee), the Owner / Promoter doth hereby grant, sell, assign, release, convey and transfer unto the Allottee forever the said property, together with all fittings, fixtures, electric supply, electric service, Water supply, drainage and all other essential services and also with paths, passages, water sources, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, member and appurtenances and together with the rights of using the common facilities of the Project and together with all those proportionate and undivided rights in or upon the common amenities in the Project **“SHALIGRAM PRIDE”** belonging to or in any way appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed by the Owner/ Promoter or reputed nor known as part and parcel or members thereof to be appurtenant thereto ALSO together with all the deeds, documents, writings, vouchers and other rights, title relating to said property or any part thereof AND ALL the estate right, title, interest, use, inheritance, property, benefit, claim and demand whatsoever, both at law and equity of the Owner / Promoter into or upon the said property or any part thereof TO HAVE AND TO HOLD the said property and/or any part thereof hereto granted, sold, conveyed, released and assured or intended so to be with its and every of its rights, titles, interest, easement and appurtenances UNTO and to the use and benefit of the Allottee, forever subject to the payment of rents, taxes, assessments, rates, and duties in relation to the period from the date of the execution hereof and which may hereafter be assessed or chargeable upon the same or which may from the date of these presents become payable in respect thereof for the said Project or to the State of Gujarat or any other concern local body or bodies.
2. AND the Owner / Promoter doth hereby for themselves and their office bearers, Legal heirs, Administrators, Executors, Successors & Assigns covenant with the Allottee that notwithstanding any act, deed, matter, or thing whatsoever by THE Owner / Promoter or any of them or any person or persons lawfully or equitably claiming by from through under or in trust from them made, done, committed, omitted or knowingly or willingly suffered to the contrary, the Owner / Promoter now have for themselves, good right, full power and absolute authority to grant, sell, convey, release and assure the said property hereby granted, released or

assured or intended so to be UNTO and to the use of the Allottee in the manner aforesaid. AND the Allottee shall and may at all times hereafter peacefully and quietly enter upon or occupy, possess and enjoy the said property, privileges and benefits of the "said property" and receive the rents, issues, profits and benefits thereof and of every part thereof to and for their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Owner / Promoter or any person or persons lawfully or equitably claiming or to claim by from under or in trust for it or any of them AND that free and clear and freely and clearly and absolutely acquitted exonerated released and for ever discharged, or otherwise by the Owner / Promoter well and sufficiently saved, defended and kept harmless and indemnified of and from and against all former and other estates, titles, charges, encumbrances, whatsoever either already or hereafter made executed, occasioned or suffered by the Owner / Promoter or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them and or any of them. AND FURTHER that the Owner / Promoter and all persons having lawfully or equitably claiming any estate right title or interest at law or in equity whatsoever in the said property hereby granted conveyed transferred and assured or any part thereof by from under or in trust for the Owner / Promoter, their heirs, executors, successors and assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Allottee do and execute or cause to be done and executed all such further and other acts, deeds, things, evidences, conveyance and assurances in law whatsoever for the better and more perfectly and absolutely assuring the said property and every part thereof UNTO and to the use of the Allottee in the manner aforesaid as shall or maybe reasonably required by the Allottee, his/her/their/its successors in titles or assignee or his/her /their/its counsel in law for assuring the said property and every part thereof hereby granted conveyed transferred and assured unto and to the use of the Allottee in the manner aforesaid.

THIS DEED FURTHER WITNESSETH AS UNDER:

1. The Owner/Promoter have handed-over actual and physical possession of the said property to the Allottee and the allottee, by verifying all the aspect, has taken possession.
2. That the Owner / Promoter has incorporated service society under the provisions of The Co-Operative Societies Act, 1961 for the

purpose of maintenance and upkeep of the Project including common parts and elements and the Allottee shall co - operate fully with the Owner / Promoter and shall sign all documents and necessary papers for the purpose. The Allottee shall subscribe and contribute towards costs and expenses incurred for formation of Maintenance Society on pro-rata basis of the sizes of their individual Units. And the Allottee shall co - operate fully with the Owner / Promoter and shall sign all documents and necessary papers for the purpose.

3. And the Allottee agrees to become a member and observe the rules, framed from time to time by the Owner / Promoter / Maintenance Society for quiet and peaceful enjoyment of the said Units/Project, whereby the Project remains a decent Project. The Allottee shall proportionately liable and accept the payments made by association of the Allottees/ Maintenance Society/Service Society on account of the common expenses and other outgoing expenses and Allottee shall pay to the association of the Allottees/Maintenance Society/Service Society, the non-refundable monthly maintenance on proportionate basis on demand as and when required.
4. The allottee has paid **Rs. ....../- (Rupees ..... Lakh only)** to the “Shaligram Pride Co. Op. Housing Service Society Ltd.” toward maintenance deposit vide Cheque No. ...., Dated ..... drawn on ..... Bank Ltd., ..... Branch.
5. The Owner / Promoter shall maintain the project until the last Unit of the said Project is being sold and possession of the same being handed over to the concerned Unit Holder after which the management of the Maintenance Society will be handed over to the members of the said Project. There after management of the society shall be controlled by the management committee of the project members. New management committee shall maintain the said society as per by laws and provisions of the prevailing law. The decision of the management committee shall be binding to all unit holders/members.
6. No individual / independent Allottee or group of Allottees will form any other Ad-Hoc-Committee, Holding Organization or Maintenance Society / Company, other than the one formed by the Owner / Promoter nor will the Owner / Promoter be obliged to recognize one, if at all formed, despite this restriction, unless the same has the 100% collective mandate of all the Allottees.

7. That the Allottee from the date of execution of this Sale Deed shall pay all the outstanding and out going towards the Government and Semi-Government Taxes, Local Authority Taxes including Municipal Property Taxes, Electricity Bill of UGVCL, AMC Drainage Charges, Water Tax etc. and all other amounts payable in connection of the said property.
8. The Allottee shall at his/her/their/its own costs, charges and expenses mutate the said property in his/her/their/its name as absolute owner and occupier in all the government & semi-government records as well as in the records of Local Authority & Electricity Company and the Owner / Promoter indemnifies that whenever for the same if their sign, affidavit, bond, declaration or any other document is required it will fully co-operate from time to time.
9. The Allottee agrees that all the rules, regulations and by-laws of the Maintenance Society formed by the Owner / Promoter for the purpose of maintenance and upkeep of the Project shall be applicable and binding to him/her/them and he/she/they will perform his/her/their part of obligations and will also become member of said MAINTENANCE SOCIETY.
10. The Allottee shall have no right in and shall not use the common areas either for parking of cars or other motor vehicles or two wheelers or otherwise and all the other common areas not required by the Allottee for ingress to and egress from the said property as otherwise expressly conveyed and agreed or expressed so as to belong to the Allottee.
11. In case of the Allottee or its transferee / assignee desires to let-out the said Property on Lease / Leave & License basis, shall not be entitled to do so without taking the prior written consent of the MAINTENANCE SOCIETY/SERVICE SOCIETY. And if the MAINTENANCE SOCIETY/SERVICE SOCIETY finds any such kind of usage, shall become entitled to evacuate such users from the said property without any prior intimation / permission.
12. Only the Allottee shall be responsible for the repayment of loan, if any taken by the Allottee from any financial institution for financing the purchase of the said property. The Owner / Promoter shall not have any liability or responsibility in this regard.

13. The Allottee shall have the right to the Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Unit;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Owner / Promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act and as per the amendments, alterations thereafter;
  - (iii) That the computation of the price of the Unit includes recovery of price of land, construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
14. That the Allottee will not conduct any illegal activities or malpractice barred by any provision or law of India in the “said property” and if found guilty for the same the Allottee solely will be held responsible for the said offences.
15. To allow the Owner/Promoter or its representative and/or the representatives of maintenance company/society with/without workmen, to enter into the said property for the purpose of maintenance and repairs with prior notice.
16. The Allottee shall be proportionately liable for payments of the common expenses and other outgoing expenses with effect from the date of completion or date of possession of the said property whichever is earlier, including the rates and taxes for and/or in respect of the said Project. The Allottee shall also be liable and responsible for payment of the Municipal rates and taxes for “the Unit” from the date of possession and pay the same to the Owner / Promoter / Maintenance Society as the case may be on proportionate basis on demand, till such time the mutation of individual Residential Units are completed in government records and individual Allottees are assessed separately.

17. In order to ensure timely payments of the proportionate rates and taxes applicable to individual Units as calculated by the Owner / Promoter, the Allottee shall deposit reasonable amounts on a pro-rata basis with the Owner / Promoter and / or Maintenance Society as the case may be towards such liability.
18. To be liable and responsible for direct payment of electricity, gas, water etc. and other utilities consumed in or relating to the said property.
- 18A. Notwithstanding anything contained in this Deed, for the convenience of the allocation of the parking (Forming part of the Common Area and Facilities) to the Allottee and for further convenience of the Allottee and Maintenance Society, the right to allocate parking space will always be at the sole discretion of the Owner/Promoter. Thus, the Owner/Promoter hereby permits the Allottee to use Parking Space as per parking allotment letter, within the Project. The allocation of these spaces shall be at the sole discretion of the Owner/Promoter and the Allottee hereby agrees to the same. The Allottee is aware that the Owner/Promoter has in the like manner allocated / shall be allocating other Parking Spaces to other purchasers of the Unit(s) in the Project and undertakes not to raise any objection in that regard and any rights of the Allottee to raise any such objection is hereby waived by the Allottee. The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Maintenance Society or already formed Maintenance Society, cause such Maintenance Society to confirm and ratify and shall not permit the Maintenance Society to alter or change the allocation of Parking Spaces in the manner allocated by the Owner/Promoter to the various purchasers (including the Allottee herein) of the Unit(s) in the Project.
- 18 B. If, the allottee does not opt for allocation of any Specific Parking space, then it shall be deemed that the Allottee has waived his/her/their right of allocation in the Parking Space permanently. However, the Allottee shall be entitled to use the unallocated Parking Space.
- 18 C. The Allottee hereto agrees and acknowledges that at the time of handover the maintenance and management to the Maintenance Society, the Owner/Promoter shall earmark certain Parking Spaces for unsold units and the Allottee hereby agrees and shall cause the Maintenance Society to ensure that these Parking Spaces are kept available for the Allottees / occupants of the unsold units.

- 18 D. That the Allottee hereby undertakes to sign all necessary undertakings, affidavits, bonds, declarations, confirmations required in the same concern as well as regarding any of the covenants agreed under this Deed. Furthermore, all the terms and conditions as well as all the bindings / undertakings of such documents signed by the Allottee shall be binding upon the transferees / assignees / successors / tenants and future owners and occupiers and users of the said Property.
19. All deposits, payments for common purposes, taxes, mutation fees and all other outgoings shall be made to and kept with the Maintenance Society.
20. The Owner / Promoter from time to time may change, alter, add to or modify the Rules of the Maintenance Society and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Units by their respective Owners or for the mutual benefit of the Co-Owners.
21. The Owner/Promoter shall not have any claim F.S.I., additional F.S.I. and terrace rights after Building Use Permission has been obtained, such rights if any will be enclosed by the society.
22. That the Independent Permanent Usage Rights of the Open Terraces situated above commercial units and parallel to the units is given to the allottees of the respective units. It is however made clear that none of the Unit Holder or their transferees / assignees shall raise any objection against such arrangement made by the Owner / Promoter in the form of giving Independent permanent usage right of portion of the Open Terraces as referred above to the Purchaser-Allottee. Further the Open Terraces situated above the Top Floor of all the blocks of 'the Project', shall be for the common usage of the Unit Holders of the said Project.
23. The Allottee/s or herself/himself/themselves with intention to bring all persons into whosoever hands "the Unit" may come, hereby covenants with the Owner / Promoter as follows :-
- a) In order to ensure timely payments of the proportionate rates and taxes applicable to individual Units as calculated by the Owner / Promoter, the Allottee shall deposit reasonable amounts on a pro-rata basis with the Owner / Promoter.
  - b) To be liable and responsible for direct payment of electricity and other utilities consumed in or relating to the said unit wholly and proportionately in relation to common parts which shall be paid by the Maintenance Society.

- c) Not to subdivide the said unit, and/or parking space, if allocated, or any portion thereof.
- d) Not to do any act deed or thing to obstruct the construction and completion of the said Unit/Building in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee's enjoyment of the said unit.
- e) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in any part of the Building including common areas etc. except in the garbage bin provided for it.
- f) Not to discharge medical waste, any oil or grease or discharge solid or semi-solid waste or discharge any harmful effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting medial or drainage of the said Scheme.
- g) Not to cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damages to any flooring or ceiling of the said unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment thereof or of any open spaces, passages or amenities available for common use.
- h) Not to damage or demolish or cause to be damaged or demolished the said unit and/or the fittings & fixtures affixed thereto or any part thereof at any time.
- i) Not to close or permit the closing of verandah or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or balconies or any external walls, or both the faces of outside doors and windows, including grill of the said unit which in the opinion of the Owner / Promoter differs from the design and colour scheme of the Building or may affect the elevation in respect of the exterior walls of the Building. In case the Allottee requires to put grills on the exterior part of his/her/its unit, the design of the same shall be approved by Owner / Promoter in advance but in no event the Allottee shall install any box type grills.

- j) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said unit or any part of the Building or cause increased premium to be payable in respect thereof, if the Building is insured.
- k) Not to make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said Unit except with the prior approval in writing of the Owner / Promoter/ society and with the sanction of concerned competent authority. It has been specifically agreed that the main door and other openings by way of doors, windows or any other in the Said Unit shall not be changed, altered, size or location. No new or other door, window or opening shall be made other than as proposed.
- l) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the Building or any part thereof.
- m) Not to fix or install any antenna on the roof or terrace of the said Scheme/ scheme buildings nor shall fix any window antenna except the demarcated area provided by the Owner / Promoter.
- n) Not to install any air conditioners and/or exhaust fans, kitchen chimney for restaurant save and except at such places as are provided for the same or at such places as may be designated by the Owner / Promoter.
- o) Not to run the business which may create nuisance and garbage, such as Pan Parlour, Garage, Floor Mill, Fabrication, Restaurant with chimney, Spa etc. for himself/herself/themselves and/or the allottee shall not rent/lease to the person/s for the purpose of such kind of business.
- p) Not to use the said unit or permit the same to be used for any purpose other than permission is granted by the authority and for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Buildings or to

the owners and occupiers of the neighbouring units /premises or for any illegal or immoral purposes or as boarding house, guest house, nursing home, amusement or entertainment center, catering place, dispensary or a meeting place whatsoever. Not to use the said Unit or any part thereof for any dangerous noxious or offensive trade or business or for holding any Lotteries Auctions or Diagnostic Laboratory or Chamber either for a Doctor or a Nursing Home or for any other purpose without the consent of the Owner / Promoter/society. Not to keep in the parking space, if allocated, anything other than private motor car or motorcycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall keep it always open as before. Dwelling or staying by any person or blocking by putting any article shall not be allowed in the car parking space.

- q) Not to park car scooter or any vehicle on the pathway, No Vehicle Zone or open spaces of the Buildings or at any other place except the space allocated for car / scooter or any other motor vehicle parking.
- r) Not to keep or store in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive or explosive or which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise save as may be normal and compatible with good class residential Buildings.
- s) To abide by such rules and regulation as may be made applicable by the Owner / Promoter before the formation of the holding organization and/or adhere to the building organization after it is incorporated to comply with and/or adhere to the buildings and regulations of such holding organization/society.
- t) The Allottee shall not be entitled to grant lease / leave & license / concession / right of any other nature or type for installing of Bill Board / Microwave Antenna, Communication Tower over the roof of lift machine rooms / overhead water tanks, stair cabins and if any such activity is found the Owner / Promoter/society shall be entitled to remove every article from the terraces without giving any opportunity and in such case neither the member nor the transferee / assignee / allottee shall be entitled to claim any damages / compensation for any damages may occurred during removal of all the articles from the terraces.

- u) To maintain “the Unit” at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of “the Unit/property” is taken and shall not do or suffer to be done anything in or to the building in which “the Unit” is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which “the Unit” is situated and “the Unit” itself or any part thereof without the consent of the local authorities, if required.
- v) Not to store in “the Unit” 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 goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which “the Unit” is situated, including entrances of the building in which “the Unit” is situated and in case any damage is caused to the building in which “the Unit” is situated or “the Unit” on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- w) To carry out at his own cost all internal repairs to the said Unit and maintain “the Unit” in the same condition, state and order in which it was delivered by the Owner/ Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which “the Unit” is situated or “the Unit” 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 Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- x) Not to change or cause to change the name of the Project- **‘SHALIGRAM PRIDE’** under any circumstances.

24. The Allottee shall not be entitled to transfer or assign the said property without prior written consent of the Owner / Promoter and / or Maintenance Society / Service Society. Such transfer / assignment can be made subject to the payment of the Assignment Fees to the Owner / Promoter / Service Society for

such transfer / assignment being made to Third Party at the sole discretion of the Owners.

25. The Owner / Promoter shall be entitled to all future vertical and horizontal extension of the Project and/or the said premises by way of additional construction or otherwise and for the purpose has and may acquire neighbouring or adjoining properties and extend the common services and facilities provided herein, including ingress and egress through this Building to such acquired neighbouring or adjoining /adjacent properties.
27. Structural Safety: Members of “SHALIGRAM PRIDE” shall arrange periodic inspection by the concerned authority at intervals of every Fifteen Years from the date of Submission of the First Report (B.U.). The concerned authority shall inspect the building to ascertain and certify to the Competent Authority, that the Building’s structural stability has not been compromised due to lack of adequate maintenance along with a Structural Inspection Report.
28. The Owner / Promoter hereby indemnifies to the Allottee that the right-titles of the said property are Clear, Marketable, Saleable and free from all encumbrances. There is no charge, interest or encumbrances, in upon, to or on the said property of any nature whatsoever or any person whomsoever including by way of sale, mortgage, gift, exchange, leave and license basis, care-taker basis, easement rights, trust, benami, partnership, or otherwise.
29. The Owner/Promoter have delivered the photo-copies of all requisite deeds and papers regarding the title of the said property to the Allottee. And the Allottee has satisfied himself / herself / themselves / itself to the best of his / her / their / its satisfaction.
30. “Structural Defects” means any defect related to the load bearing structure of the Building. This shall not include non-load bearing elements or water proofing. If within a period of five years from the date of handing over the possession of the Unit to the Allottee, the Allottee brings to the notice of the Owner/Promoter any Structural Defect in the Unit or any defects on account of

workmanship, quality or provision of services (excluding wear and tear and misuse), then, wherever possible such defects (unless caused by or attributable to the Allottee) shall be rectified by the Owner/Promoter at his/ her/ its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, reasonable compensation for rectifying such defect based on the estimated cost of rectifying such defects as determined by the Architect of the Owner/Promoter. Provided that the Owner/Promoter shall not be liable in respect of any Structural Defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Owner/Promoter or beyond the control of the Owner/Promoter.

31. That the said property situated within the Village Limit of Sarkhej village and it has been covered or declared situated within the SCHEDULE/NOTE/LIST of “Disturbed Areas” as mentioned in the `Gujarat Prohibition of Transfer of Immovable Property and Provision for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1986 and hence permission thereunder is duly obtained for sale/transfer of the said property by the Owner/Promoter to the Allottee.
32. Severability -If any provision of this deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there-under or under other applicable laws, such provisions of the deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this deed shall remain valid and enforceable as applicable at the time of execution of this Agreement.
33. It is declared that Mr. Prafulkumar Virjibhai Kachhadiya (Authorised Signatory of the Owner / Promoter) has been empowered by the said Limited Liability Partnership Firm to sign all transfer deeds (which includes agreement to sale, sale deeds,

deeds of conveyance, Rectification Deeds etc.), thereby he has signed the this Sale Deed on behalf of the Owner / Promoter Limited Liability Partnership Firm.

34. All stamp duty, registration charges, Government Levies, Taxes & Duties, Advocate Fees and other incidental expenses and/or in relation to conveyance of the said Unit and for obtaining approval and consent necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto has been and shall be borne and paid by the Allottee.
35. GOVERNING LAW That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Ahmedabad will have the jurisdiction for this Deed.
36. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulatory Authority at Gandhinagar as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

#### **SCHEDULE 'A'**

Property bearing Flat/Shop No. ..... admeasuring ..... Sq. mtrs. (built-up) and ..... Sq. mtrs. (carpet area) situated on ..... Floor of ..... Block in a scheme known as a **“SHALIGRAM PRIDE”** constructed on non-agricultural land bearing Final plot no. 957 admeasuring 4,310 sq. mtrs. of Town Planning scheme no. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli) allotted in lieu of Survey no. 471 admeasuring 7,183 sq. mtrs. lying and being at Mouje Village Sarkhej, Ta. Vejalpur, Registration Sub District Ahmedabad-4 (Paldi),

District Ahmedabad, together with proportionate undivided share  
admeasuring ..... sq.mtrs. in the project land and the property is  
Bounded as under:

- On the East :- .....
- On the West :- .....
- On the North :- .....
- On the South :- .....

**Property Photograph**

Sign of Owner / Promoter : .....

Sign of Allottee : .....

**Property Photograph**

DRAFT

Sign of Owner / Promoter : .....

Sign of Allottee : .....

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Sale Deed at Ahmedabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED SEALED AND DELIVERED ]

BY THE OWNER / PROMOTER ]

**M/s. Shaligram Space LLP** ]

represented by its authorised signatory ]

Mr. Prafulkumar Virjibhai Kachhadia ] \_\_\_\_\_

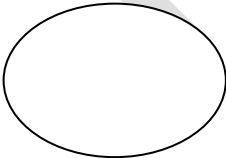
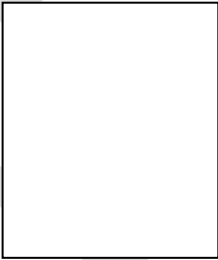
In the Presence of :-

1. \_\_\_\_\_

2. \_\_\_\_\_

Schedule under sec. 32 (A) of The Registration Act

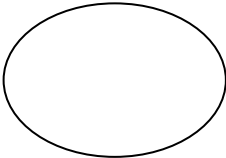
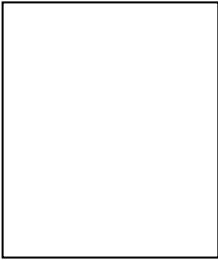
OWNER/PROMOTER



.....

**M/s. Shaligram Space LLP**  
Represented by its authorised signatory  
**Prafulkumar Virjibhai Kachhadia**

ALLOTTEE



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